



**Australian Government**  
**Department of Health and Ageing**

**DEED OF VARIATION No. 1**

Between the

**COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759

And

**THE STATE OF VICTORIA** ('the State'), as represented by the Department of Health ABN 74 410 330 756

**RECITALS:**

- A. The parties agreed to vary the agreement relating to *the National Bowel Cancer Screening Program* dated *28 April 2009* ('the Principal Agreement').
- B. Clause **1.6** of the Principal Agreement states that no variation is binding unless it is agreed in writing between the parties.
- C. This Deed of Variation confirms the variations to the Principal Agreement agreed by the parties.
- D. The parties acknowledge and agree that:
  - (a) the Principal Agreement was originally entered into by the State of Victoria as represented by the Department of Human Services;
  - (b) due to a change in the machinery of government in Victoria, responsibility for the Principal Agreement has transferred from the Department of Human Services to the Department of Health; and
  - (c) references in the Principal Agreement to the Department of Human Services are taken to be references to the Department of Health.

**OPERATIVE PART:**

- 1. The parties vary the Principal Agreement as follows with effect on and from 30 June 2011:
  - 1.1 In Item A of the Schedule in the last dot point, delete '30 June 2011' and replace with '30 June 2012';
  - 1.2 In Item B of the Schedule in the first sentence, delete '30 June 2011' and replace with '30 June 2012';

1.3 In the table in Item B of the Schedule, delete '30 June 2011' and replace with '30 June 2012'

1.4 Delete Item D of the Schedule and replace with the following:

**'D. FUNDS (clauses 1.1, 2 and 3)**

The maximum amount of Funds to be paid by the Commonwealth to the State is \$1,775,592 (GST exclusive).

The due date for payment is 30 days after receipt of a correctly rendered invoice by the Commonwealth.

A correctly rendered invoice is one that:

- (a) identifies the name of the Project;
- (b) sets out the name of the Commonwealth Liaison Officer;
- (c) contains a claim for the amount of funds properly required; and

Funds will be provided according to the following:

<b>Milestone</b>	<b>Payment (GST exclusive)</b>
On execution of this Agreement and receipt of a correctly rendered invoice by the Commonwealth	\$443,898
July 2009 on receipt of a correctly rendered invoice by the Commonwealth and confirmation of attendance and participation in the bi-monthly Program Manager meetings, that progress is being made.	\$443,898
July 2010 on receipt of a correctly rendered invoice by the Commonwealth and confirmation of attendance and participation in the bi-monthly Program Manager meetings, that progress is being made.	\$443,898
July 2011 on receipt of a correctly rendered invoice by the Commonwealth and confirmation of attendance and participation in the bi-monthly Program Manager meetings, that progress is being made.	\$443,898
<b>Total</b>	<b>\$1,775,592</b>

1.5 Delete Item E of the Schedule and replace with the following:

**'E. LIAISON OFFICER (clauses 1.1, 5 and 15)**

**Commonwealth's Liaison Officer**

The Commonwealth's Liaison Officer is the person holding, occupying or performing the duties of Assistant Director, Screening Section. This position is currently occupied by Ms Anne Kingston available at the following address:

*Courier Address:*

Bowel Screening Section,

Level 9, Scarborough House, Atlantic Street  
WODEN ACT 2606

*Postal Address:*

Bowel Screening Section  
Department of Health and Ageing  
GPO Box 9848 (MDP 152)  
CANBERRA ACT 2601

Phone: (02) 6289 4957  
Fax: (02) 6289 3677  
Email: Anne.Kingston@health.gov.au

**State's Liaison Officer**

The State's Liaison Officer is Mr Robert Sharrock available at the following address:

Senior Project Officer, Screening & Cancer Prevention  
Prevention & Population Health  
Department of Health  
Level 15/50 Lonsdale St, Melbourne, VIC 3000

Phone: (03) 9096 0334  
Fax: (03) 9096 9165  
Email: robert.sharrock@health.vic.gov.au

2. The parties acknowledge and agree that:
  - (a) the respective roles and responsibilities of the Department, Medicare and the State set out the Attachment A to the Schedule continue for the Project Period as varied; and
  - (b) references in Attachment A to the Schedule to 30 June 2011 are, where the context requires, taken to be references to 30 June 2012.
3. This Deed of Variation takes effect on and from 30 June 2011.
4. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the parties.
5. Words and phrases used in this Deed that are not defined in this Deed will have the same meaning as given in the Principal Agreement.

This Deed of Variation is EXECUTED as a Deed.

**SIGNED, SEALED AND DELIVERED** for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health  
and Ageing, ABN 83 605 426 759, on:

26 September 2011  
Date

by:

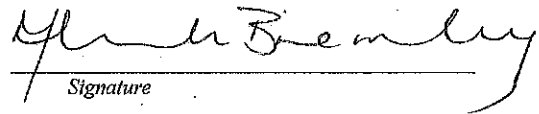
Melinda Bramley

Printed name of signatory

Assistant Secretary

Cancer & Palliative Care Branch

Position of signatory

  
Signature

in the presence of:

Margarete Schuhmann  
Printed name of witness

  
Signature of witness

**SIGNED, SEALED AND DELIVERED** for and on behalf of **THE STATE OF  
VICTORIA** by the **Honourable David Davis MP, Minister for Health:**



Signature

on:

1/9/2011  
Date

In the presence of:

Rosemary Calder

Name of Witness



Signature of Witness