

INSTRUMENT OF VARIATION

THIS INSTRUMENT OF VARIATION is made the 12th day of July, 2002

BETWEEN

THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') as represented by the Minister for Health and Ageing ('the Minister')

AND

ALCOHOL EDUCATION AND REHABILITATION FOUNDATION LIMITED (ABN 91 096 854 385) ('The Foundation')

WHEREAS:

- A. The Commonwealth and the Foundation entered into an agreement dated 15 November 2001 ('the Primary Agreement');
- B. The Commonwealth and the Foundation wish, by this Variation, to vary the Primary Agreement and intend that this Variation shall form part of the Primary Agreement and shall be governed by the terms and conditions of the Primary Agreement.

NOW IT IS HEREBY AGREED:

VARIATION

1. Clause 21.3. of the Primary Agreement is hereby varied by deleting the sentences reading:

"The Foundation must provide the Commonwealth's Liaison Officer with progress Reports containing the information specified in **clause 21.4** every six months by 30 June and 31 December for the term of this Agreement, but with the last progress report being due on 30 June 2005. The Foundation must provide a final report containing the information specified in **clause 21.5** by 31 July 2005.

and inserting the following sentence:

"The Foundation must provide the Commonwealth's Liaison Officer with progress Reports containing the information specified in **clause 21.4** every six months by 30 September and 30 March for the term of this Agreement, but with the last progress report being due on 30 September 2005. The Foundation must provide a final report containing the information specified in **clause 21.5** by 30 September 2005."

2. Clause 22.1 of the Primary Agreement is hereby varied by deleting "\$11,500,000.00" wherever appearing and inserting "\$12,650,000.00 (GST inclusive)".
3. Clause 23.6 of the Primary Agreement is hereby varied by deleting the words "rule 4.1" and replacing it with the words "rule 5.1".

4. Clause 25.1 of the Primary Agreement is hereby varied by deleting "\$103,500,000.00" and inserting "\$113,850,000.00 (GST inclusive)".
5. Clause 25.2 of the Primary Agreement is hereby varied by deleting "\$103,500,000.00" and inserting "\$113,850,000.00 (GST inclusive)".
6. Item A of Schedule 1 of the Primary Agreement is hereby varied by deleting the words:

Department of Health and Aged Care
MDP27
PO Box 9848
CANBERRA ACT 2601

Telephone: (02) 6289 8935
Fax: (02) 6289 3671
Email: daryl.smeaton@health.gov.au

and inserting the following words:

Alcohol Education and Rehabilitation Foundation
6/4 Phipps Close
Deakin West ACT 2600

Telephone: (02) 6122 8600
Fax: (02) 6232 4400
Email: daryl.smeaton@aerf.com.au

7. Item B of Schedule 1 of the Primary Agreement is hereby varied by deleting the words "(SEE CLAUSE 12)" in the heading of Item B and inserting the words "(SEE CLAUSE 13)".
8. Schedule 2 of the Primary Agreement is hereby varied by deleting the paragraphs under the heading "Payment of Funds" commencing with the words "The Commonwealth will pay..." up to and including the words "On 1 April 2005 \$10.25 million", and replacing them with the following paragraphs:

"The Commonwealth will pay the Administrative Funds and the Account Trust Funds to the Foundation in the following instalments, which are inclusive of GST:

On the Commencement date	\$5.5 million
On 1 April 2002	\$5.5 million
On 1 July 2002	\$6.6 million
On 1 October 2002	\$6.6 million
On 1 January 2003	\$6.6 million

On 1 April 2003	\$6.6 million
On 1 July 2003	\$11 million
On 1 October 2003	\$11 million
On 1 January 2004	\$11 million
On 1 April 2004	\$11 million
On 1 July 2004	\$11.275 million
On 1 October 2004	\$11.275 million
On 1 January 2005	\$11.275 million
On 1 April 2005	\$11.275 million

9. Schedule 2 of the Primary Agreement is hereby varied by deleting the amount of "\$20.7 million" under the heading "Budget" and inserting "\$22.77 million"
10. Schedule 2 of the Primary Agreement is hereby varied by deleting the following sentence appearing under the heading "*B. Annual Report to the Minister*":

"The Foundation must by 31 July in 2002, 2003, 2004 and 2005 provide a report to the Minister for tabling in Parliament."

and replacing it with the following:

"The Foundation must by 30 September in 2002, 2003, 2004 and 2005 provide a report to the Minister for tabling in Parliament."

11. Schedule 3 of the Primary Agreement is hereby varied by deleting the words "rule 4" and replacing it with the words "rule 5".

IN WITNESS WHEREOF the parties have executed this Variation on the date first above written.

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

By the Parliamentary Secretary to the Minister for Health and Ageing
The Hon Trish Worth

12th July 2002) *Trish Worth*
{date} {signature}

in the presence of

SUE KERR) *[Signature]*
{name of witness} {signature}

SIGNED for and on behalf of the

ALCOHOL EDUCATION AND REHABILITATION FOUNDATION LIMITED

by IAN WILLIAM WEBSTER) *[Signature]*
{printed name of director} {signature}

4 JUNE 2002
{date}

DARYL PETER SMEATON) *[Signature]*
{printed name of Director/Secretary} {signature}

4 JUNE 2002
{date}