|  |  |
| --- | --- |
| **[Insert departmental name]** | QLD-GOV-Crest |

Deed of Variation

**The Parties**

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| --- |
| **STATE OF QUEENSLAND, through** **the [insert department name]** |

**and**

|  |  |
| --- | --- |
| **Funded organisation** | [insert] |
| **ABN/ACN** | [insert] |

**Background**

1. The parties entered into the Service Agreement.
2. The parties wish to vary the Service Agreement on the terms set out in this Deed.
3. **Definitions**
   1. In this Deed of Variation, unless otherwise stated or a contrary intention appears:

**“Deed”** means this document;

**“Effective Date”** means [insert date in dd/mm/yyyy format]; and

**“Service Agreement”** means the Service Agreement number [**insert the Service Agreement number that appears on the front page of the Service Agreement**] between the parties and with an Agreement Commencement Date of [insert in dd/mm/yyyy format], as amended from time to time.

* 1. Subject to clause 1.1, capitalised terms used in this Deed have the meanings given in the Service Agreement.

1. **Variation**
   1. The parties agree that, from the Effective Date and subject to clause 2.2 (if applicable), the Service Agreement is varied as follows:

**[Insert variation here – please consider your internal guidance material and/or seek guidance from your legal advisors if you are unsure what is to be included here]**

2.2 Notwithstanding clause 2.1, nothing in this Deed affects or limits any obligation of a party under or in relation to the Original Funding Schedule that has not been performed as at the Effective Date and the party concerned remains responsible for the performance of any such obligation as if the Original Funding Schedule still formed part of the Service Agreement.

1. **General**
   1. Nothing in this Deed affects:
2. the enforceability of the Service Agreement and, except as amended by this Deed, the parties agree that the Service Agreement continues in full force and effect in accordance with its terms; or
3. any right of action or remedy that has accrued as at the Effective Date.
   1. This Deed will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
   2. This Deed may be executed in counterparts, each of which, taken together, will constitute one instrument. The parties may communicate their execution by posting the executed document, providing a copy of the executed document by facsimile or scanning and sending a copy of the executed document by electronic mail.

**EXECUTED as a Deed**

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| **SIGNED, SEALED AND DELIVERED** for and on behalf of **STATE OF QUEENSLAND**,actingthroughthe Department of Communities, Housing and Digital Economy by:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (title)  a duly authorised person, in the presence of: | )  )  )  )  )  )  )  ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of witness) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of witness) |  |  |

[CHOOSE ONE OF THE TWO EXECUTION CLAUSES BELOW. DELETE THIS TEXT]

[EXECUTION CLAUSE – Entity Other Than A Company. DELETE THIS TEXT]

|  |  |  |
| --- | --- | --- |
| **SIGNED, SEALED AND DELIVERED** by ***[insert name]******[insert position]*** for and on behalf of ***[insert name of funded organisation]*** as its duly authorised officer, in the presence of: | )  )  )  )  )  )  )  ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of witness) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of witness) |  |  |

[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]

|  |  |  |
| --- | --- | --- |
| **SIGNED, SEALED AND DELIVERED** for and on behalfof  ***[NAME OF CORPORATION]***  in accordance with section 127 of the *Corporations Act 2001* |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of director/secretary) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of director) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of director/secretary) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of director) |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |

**INSERT NEW OR REPLACEMENT FUNDING SCHEDULE HERE – OTHERWISE DELETE THIS PAGE**