



Australian Government
Department of Employment

SPECIAL DEED OF VARIATION

jobactive Deed 2015–2020

Special Deed of Variation

between

The Commonwealth of Australia

and

<%ContractContractingName%>

<%ContractContractNumber%>

JOBACTIVE DEED 2015-2020

Special Deed of Variation

THIS DEED is made on theday of.....20.....

BETWEEN

THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') acting through and represented by the **Department of Employment** (ABN 54 201 218 474) ('the Department')

AND

<%ContractContractingName%> (ABN <%ProviderABN%>), of
<%ProviderAddressLegalAddressLine1%>, **<%ProviderAddressLegalAddressLine2%>**
<%ProviderAddressLegalAddressLine3%> **<%ProviderAddressLegalSuburb%>**
<%ProviderAddressLegalState%> **<%ProviderAddressLegalPostcode%>** ('the Provider')

If the Provider is a Tendering Group add the following text: <%ConsortiumLeadMemberName%>
('the Lead Member') and together with the Tendering Group members listed at Attachment A. (PLEASE REMOVE THIS TEXT IF THE PROVIDER IS NOT A TENDERING GROUP)

(collectively, 'the Parties')

RECITALS

- A. The Parties have entered into a jobactive Deed 2015-2020 (**<%ContractContractNumber%>**). This deed, together with any subsequent variations thereto, is referred to hereafter as 'the Deed'.
- B. Clause 67.1 of the Deed states that: *"Except for action the Department is expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by the Parties."*
- C. The Parties wish to vary the Deed, and this deed variation is referred to hereafter as 'Special Deed of Variation'.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1 Unless the contrary intention appears, capitalised terms used in this Special Deed of Variation have the same meaning as in the Deed.

2. Commencement and General Effect

- 2.1 This Special Deed of Variation commences on 1 July 2017 ('the Effective Date').
- 2.2 From the Effective Date, the Deed is varied in accordance with Attachment 1.
- 2.3 For the avoidance of doubt, this Special Deed of Variation amends changes made to the Deed under Appendix E of Attachment 1 to General Deed of Variation No. 5.

3. Applicable law

- 3.1 This Special Deed of Variation is governed by, and construed in accordance with, the laws in force in New South Wales.

4. Force

- 4.1 The Parties confirm all the other provisions of the Deed and, subject only to the amendments contained in this Special Deed of Variation, the Deed shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Special Deed of Variation were supplemental to the Deed.

Special Deed of Variation:

<%ContractContractNumber%>

5. Indemnity

5.1 The Provider agrees to indemnify the Commonwealth against any costs, liabilities or expenses incurred in relation to the preservation or enforcement of any rights under this Special Deed of Variation including legal costs and expenses on a full indemnity basis.

6. Further Acts

6.1 Each of the Parties must promptly execute all documents and do all things that the other Party from time to time reasonably requests to effect, perfect or complete this Special Deed of Variation and all transactions incidental to it.

7. Costs

7.1 The Parties shall each bear their own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Special Deed of Variation.

EXECUTED by the Parties as a Deed on the date above.

SIGNED SEALED AND DELIVERED for and on behalf of:

THE COMMONWEALTH OF AUSTRALIA by:

(Printed Name)

(Signature)

(Position)

in the presence of:

(Printed Name)

(Signature)

SIGNED SEALED AND DELIVERED for and on behalf of:

<%ContractContractingName%> by:

(Printed Name)

(Printed Name)

(Position)

(Position)

(Signature)

(Signature)

in the presence of:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

Special Deed of Variation:

<%ContractContractNumber%>

TENDERING GROUP MEMBERS

[PLEASE ADD THE DETAILS OF TENDERING GROUP MEMBERS

REMOVE ATTACHMENT A IF THE PROVIDER IS NOT A TENDERING GROUP]

Name	Address	ABN
[Drag and drop info from below if a Tendering Group]	[Insert details from CAS]	[Drag and drop info from below if a Tendering Group]

<%ConsortiumConsortiumMembersName%>

<%ConsortiumConsortiumMemberABN%>

<%ContractContractNumber%>

**VARIATIONS TO
jobactive Deed 2015-2020**

1. Amendments in this Attachment 1 include amendments set out at Appendix A to this Attachment 1.
2. Provisions referred to in this Attachment 1 are amended as follows:
 - (a) words shown in red and strikethrough are deleted;
 - (b) words in red and not in strikethrough are inserted;
 - (c) new definitions are inserted into Annexure A1 of the Deed in alphabetical order;
 - (d) other new provisions are inserted into the Deed in numerical order; and
 - (e) otherwise as stated.

Note 1: Where only part of a provision appears in an appendix, the relevant amendments are intended to apply only to that part of the provision, and the balance of the provision is unchanged.

126. Mid-term Fee increase

126.1 The amounts of Fees specified in:

- (a) Tables 1A and 1B at Annexure B2 (with respect to Outcome Payments) will increase by 7.8% from 1 January 2018 for all Employment Outcomes and Education Outcomes where the relevant ~~Job Seeker Placement Start Date or Education Outcome Start Date is~~ Outcome Period ends on or after 1 January 2018; and

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