

ATTACHMENT A

**DEED OF VARIATION TO THE GRANT AGREEMENT BETWEEN THE REEF TRUST
AND GREAT BARRIER REEF FOUNDATION****Parties to this Deed**

1. **Commonwealth of Australia** represented by the Department of the Environment and Energy (ABN 34 190 894 983) of John Gorton Building, King Edward Terrace, Parkes, ACT 2600 (the **Department**)
and
2. **Great Barrier Reef Foundation** (ABN 82 090 616 443) of Level 11, 300 Ann Street, Brisbane QLD 4000 (the **Foundation**)

Date of this Deed

This Deed is dated _____ 26 March _____ 2019

Background

- A. The parties entered into a Grant Agreement between the Reef Trust and Great Barrier Reef Foundation on 27 June 2018, which provides a grant of \$443.3 million to the Foundation for it to achieve significant, measurable improvement in the health of the Great Barrier Reef World Heritage Area in accordance with the Reef 2050 Plan (**Agreement**).
- B. The parties now wish to make a small number of amendments to adjust the timeframe for the provision of the Monitoring and Evaluation Plan and to otherwise clarify the operation of the Agreement as set out in the terms and conditions of this Deed.

Operative provisions

1. Definitions and Interpretation

Definitions

- 1.1. In this Deed, unless the context indicates otherwise:
 - a. terms that are not defined below and are defined in the Agreement have the same meaning as in the Agreement; and
 - b. a term in bold type in the table below has the meaning shown opposite it.

Agreement	means the Agreement between the parties referred to in paragraph A of the Background, as varied from time to time;
------------------	--

Commercial-in-Confidence

Date of this Deed means the date on which this Deed is signed by the Department and the Foundation; and

Deed means this deed and includes all schedules and attachments to it.

Interpretation

- 1.2. Unless the context indicates otherwise, this Deed is to be interpreted in accordance with clauses 1.2 and 1.3.2 to 1.3.5 inclusive of the Agreement with references in those clauses to “this Agreement” being replaced with references to “this Deed”.

Commencement

- 1.3. The terms of this Deed apply on and from the Date of this Deed.

2. Variation to the Agreement

- 2.1. With effect from the Date of this Deed, the Agreement is varied as set out in this clause 2.

Clause 5.4.1 of the Agreement

- 2.2. Delete the words “By 31 March 2019” in clause 5.4.1 of the Agreement and replace them with the words “By 30 June 2019”. At the end of clause 5.4.1 insert the words “The Foundation will also provide performance measures by 31 March 2019 for Projects that commence prior to 1 July 2019.”

Clause 5.5.4 of the Agreement

- 2.3. Insert the following words at the end of clause 5.5.4 of the Agreement: “The Annual Work Plan must set out the Projects to be performed in that Financial Year as part of the Activity. The Projects should each have specified targets including an expected environmental outcome and provide for reporting on achievement of the targets”.

Clause 5.12.4 of the Agreement

- 2.4. Insert the words “or as otherwise required by the Department” after the words “relevant Schedule or Annual Work Plan” in clause 5.12.4 of the Agreement.

Clause 7.3 of the Agreement

- 2.5. Delete clause 7.3.5.f of the Agreement and replace it with the following:
 “f. if any part of the Grant is invested in a bank account (including a term deposit), it must be one that meets the bank account requirements in clauses 7.3.1 and 7.3.2”.
- 2.6. Delete the words “the bank account referred to in clause 7.3.1:” in clause 7.3.7 of the Agreement and replace them with the words “each bank account referred to in clause 7.3.1 or 7.3.5.f:”.

Commercial-in-Confidence

Clause 11.5.1 of the Agreement

- 2.7. Delete the words “, or agree to do,” in clause 11.5.1 of the Agreement.

Clause 25.1 of the Agreement

- 2.8. Insert the words “retain or” before the words “be paid any amount consequent on a failure...” in clause 25.1.3 of the Agreement and replace the reference to “Schedule 9” at the end of clause 25.1.3 of the Agreement with a reference to “Schedule 10”.

- 2.9. Insert the following words at the end of clause 25.1.4 of the Agreement: “The Foundation is not entitled to be paid any other amounts in respect of the reduction in scope. In particular, the Foundation is not entitled to retain or be paid any amount consequent on a failure to include in its Subcontracts the requirements for Foundation Subcontracts set out in Schedule 10.”

Clause 27.1 of the Agreement

- 2.10. Replace the full stop at the end of clause 27.1.1.i with “; and” and then insert the following new clause 27.1.1.j:

“j. if the Foundation advises that it does not require some or all of the Grant, recover that part of the Grant from the Foundation”.

Item 2.4 of Schedule 1 to the Agreement

- 2.11. Delete the words “or expiry” in Item 2.4.1 of Schedule 1 to the Agreement.

Item 5.1.1 of Schedule 1 to the Agreement

- 2.12. Delete the words “Australian Government Reef Trust and Reef Programme Acknowledgement Guide” in Item 5.1.1 of Schedule 1 to the Agreement and replace them with the words “Reef Trust Branding Guidelines”.

Scaling Up Activity 9 in Item 1.2.1 of Schedule 2 to the Agreement

- 2.13. Delete Scaling Up Activity 9 in Item 1.2.1 of Schedule 2 to the Agreement and replace it with the following:

- | | | | |
|----|---|--|------------------------------------|
| 9. | Prepare, consult on and finalise a Monitoring and Evaluation Plan for the Activity in accordance with clause 5. | There will be a three-staged approach to developing the Monitoring and Evaluation Plan. | |
| | | Stage 1: draft a detailed plan that contains information for Components scoped to date. | Stage 1:
30
November
2018 |
| | | Stage 2: prepare a draft final plan drawing on the outcomes of stakeholder consultations to define | |

Commercial-in-Confidence

component-specific logic models, assumptions, evaluation questions, and linkages into MERIT. The draft final plan must also provide sufficient detail to enable development of monitoring and evaluation plans for each Project that commences prior to 1 July 2019.

Stage 2:
31 March
2019

Stage 3: prepare a detailed final plan which, in addition to the details provided in Stage 2, includes performance expectations and detailed information on the data collection activities and model validation using specific information derived from the 2019-20 Annual Work Plan.

Stage 3: 30
June 2019

The final plan must set out how the Foundation will monitor and report on the Activity and must be, or include, a final MERI Plan for the Activity (and each of its Components). It must also provide sufficient detail to enable development of monitoring and evaluation plans for all Projects.

The final plan must:

- (a) comply with the MERI, including by detailing how the Activity will be monitored and evaluated;
- (b) be substantially in the form of the applicable template provided by the Department (if any);
- (c) further detail the Activity's Components and how they will lead to achievement of the Objectives and Outcomes;
- (d) detail how the part of the Grant allocated for monitoring and reporting of each Component will be spent; and

Commercial-in-Confidence

- (e) be consistent with all timeframes arising under this Agreement and identify how they will be met.

The final Monitoring and Evaluation Plan will include clear and specific performance measures for the Activity and each Component (in accordance with clause 5.4.1). These performance measures are to be outcome-based and independently verifiable and draw on insights from the ANAO's report entitled 'Reef Trust - Design and Implementation' dated 24 November 2016 and available at: <https://www.anao.gov.au/work/performance-audit/reef-trust-design-and-implementation>.

Schedule 10 to the Agreement

- 2.14. Insert the words “, including a monitoring and evaluation plan for each of the Subcontractor’s Projects” before “; and” in Item 1.1.1.e in Schedule 10 to the Agreement.

3. Costs

- 3.1. Each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

4. Entire agreement and variation

- 4.1. Subject only to the variations contained in this Deed, the Agreement remains in full force and effect.
- 4.2. The provisions of this Deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

5. Applicable law

- 5.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory. The parties submit to the jurisdiction of the courts of the Australian Capital Territory.

Commercial-in-Confidence

EXECUTED as a Deed.

SIGNED, SEALED AND)
 DELIVERED for and on behalf)
 of Commonwealth of Australia)
 represented by the Department)
 of the Environment and Energy)
 ABN 34 190 894 983 by:

 Signed 29 March 2019

Name of signatory

Signature and date

In the presence of:

 Signed 29 March 2019

Name of witness

Signature of witness

SIGNED SEALED AND)
 DELIVERED by Great Barrier)
 Reef Foundation ABN 82 090)
 616 443 in accordance with the)
 requirements of section 127 of)
 the *Corporations Act 2001* (Cth))
 by:

 Signed 25 March 2019

Name of director

Signature and date

and by:

 Signed 26 March 2019

Name of director/secretary

Signature of director/secretary and date