**Variation Agreement**

This Agreement is made on 24 June 2021between the following parties:

**{{ downer\_entity }}**

ACN {{ downer\_acn }}

of 116/24 Lonsdale Street, Braddon ACT 2612

and

{{ subcontractor }} (**Consultant**)

ACN {{ subcontractor\_acn }}

of {{ subcontractor\_address }}

1. **Background**

This Agreement is made pursuant to clause 26.5 of the Consultancy Agreement made between the parties on or about {{ contract\_signed\_date }} {{ variation\_agreement\_statement }}.

The parties have agreed to vary the terms of the Original Agreement as set out in this Variation Agreement.

1. **Consideration**

Each party has agreed to enter into this Variation Agreement at the request of the other party and in consideration of the other party agreeing to incur the obligations under this Variation Agreement.

1. **Variation**

The parties agree to vary the Original Agreement by replacing Schedule 1 of the Original Agreement with Schedule 1 to this Agreement.

Together with the Original Agreement, this Agreement constitutes the entire agreement between Downer and the Consultant in relation to the subject matter of the agreements and supersedes any previous agreements or other arrangements between them.

|  |  |  |
| --- | --- | --- |
| **Executed** for and on behalf of Downer, by its duly authorised representative: |  | **Executed** by for and on behalf of {{ subcontractor }}, pursuant to s127 of the *Corporations Act 2001* (Cth): |
| Signature of authorised representative  Print Name: {{ account\_director\_name }}  Print Position: Account Director |  | Signature of Director/Company Secretary  Name of Director/Company Secretary:  Signature of Director  Name of Director: |
| Date |  | Date |

# Schedule 1 – Consultancy Agreement

| ITEM |  |  | DETAILS | INSERT DETAILS |
| --- | --- | --- | --- | --- |
|  | 1 | **Term** | a) Commencement Date: | {{ original\_commencement\_date }} |
|  | b) Expiry Date: | {{ original\_expiry\_date }} or alternatively, the date on which the maximum number of hours allocated at (c) below have been exhausted by the either the Consultant or the Specified Personnel in respect of the project. |
|  |  |  | c) Maximum hours: | {{ original\_agreement\_statement }}  {{ var1\_agreement\_statement }}  {{ var2\_agreement\_statement }}  {{ var3\_agreement\_statement }} |
|  | 2 | **Project** | 1. Project Name | IOP |
|  |  |  | 1. Project Location | {{ location }} |
|  | 3 | **Payment** | Price: | **{{ rate }}** exclusive of GST  No more than 8 hours of Services may be claimed for any day, and no hours of Services may be claimed in relation to any day which is not a Business Day, without the prior written permission of Downer. |
|  | 4 | **Policies and Procedures** | Applicable policies and procedures: | Client policies and procedures, Downer Group policies and procedures, Downer Defence policies and procedures |
|  | 5 | **Meetings and reports** | Reporting: | Timesheet submitted by the Specified Personnel via the online portal specified by Downer, and such other reporting as reasonably requested by Downer. |
| Frequency of reporting: | Timesheet to be submitted by end of Service delivery each week or as otherwise requested by Downer. Monthly Invoice with Purchase Order number and supporting documentation i.e. Timesheet, Milestone Certificates MUST be sent to finance@downerdefence.com.au and einvoices.kofax@downergroup.com in PDF only, by the first business day of each month. . |
|  | 6 | **Downer Contact** | Name: | {{ director }} |
|  | Address: | 116/24 Lonsdale Street, Braddon ACT 2612 |
|  | Email: | contracts@downerdefence.com.au |
|  | 7 | **Consultant Company Contact** | Name: | {{ subcontractor\_point\_of\_contact }} |
|  | Address: | {{ subcontractor\_address }} |
|  | Email: | {{ subcontractor\_email }} |
| Telephone: | {{ subcontractor\_phone }} |
|  | 8 | **Specified Personnel** | Name: | {{ resource }} |
|  | 9 | **Place of Arbitration** |  | Australian Capital Territory |