

Department of Agriculture and Water
Resources

Deed of Variation

Commonwealth of Australia (**Commonwealth**)

Forest and Wood Products Australia Limited (**Company**)

Details

Date

2 / May / 2016
day month year

Parties

Name The Commonwealth of Australia as represented by the Department of Agriculture and Water Resources

ABN 24 113 085 695

Short form name **Commonwealth**

Address details Ms Fran Freeman
First Assistant Secretary, Agricultural Policy Division
GPO Box 858, Canberra ACT 2601
18 Marcus Clarke Street, Canberra ACT 2601

Name Forest and Wood Products Australia Limited

ABN 75 127 114 185

Short form name **Company**

Address details Mr Alaric Sinclair
Managing Director
Level 11, 10-16 Queens Street, Melbourne VIC 3000

Background

- A On 30 August 2012, the Commonwealth and the Company entered into a Funding Contract that provides for the Commonwealth to make payments to the Company and sets terms and conditions for the provision of these payments. This funding contract is titled *Agreement 2012-17 between the Commonwealth of Australia and Forest and Wood Products Australia Limited for the purposes of the Forestry Marketing and Research and Development Services Act 2007*.
- B The Commonwealth and the Company have agreed to vary the terms of the Funding Contract in accordance with this Deed.

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Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Deed, unless the contrary intention appears:

- (a) a word or expression defined or referred to in the Funding Contract has the meaning given to it in the Funding Contract;
- (b) **Funding Contract** means the contract described in paragraph A of the Background;
- (c) **Deed** means this deed, including all annexures and schedules to it; and
- (d) **Effective Date** means the date this Deed is executed.

2. Variation to Funding Contract

On and with effect from the Effective Date, the Funding Contract is varied as set out in Schedule 1 of this Deed.

3. Affirmation of Funding Contract

- (a) The parties affirm in all other respects the covenants and conditions in the Funding Contract as varied by this Deed.
- (b) The Funding Contract, as varied by this Deed, comprises the entire agreement between the parties.
- (c) The parties acknowledge and agree that the Funding Contract as varied by this Deed is and continues to be in full force and effect.

4. Costs and GST

- (a) Each party must meet or pay its own costs and expenses in respect of the preparation, negotiation, execution and completion of this Deed.
- (b) If GST is payable on any supply made under or in connection with this Deed, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply provided that the supplier has given the recipient a tax invoice for the supply.
- (c) The Company must pay any stamp duties and registration or other fees (including fines, penalties and interest relating to such duties and fees) which are payable or are assessed by a relevant government body or other person to be payable in relation to this document or any transaction contemplated by it.

5. Miscellaneous

5.1 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

5.2 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Signing page

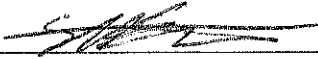
EXECUTED as a deed.

**Signed for and on behalf of the
Commonwealth of Australia**

by

Senator the Hon. Anne Ruston
Parliamentary Secretary to the Minister for
Agriculture and Water Resources

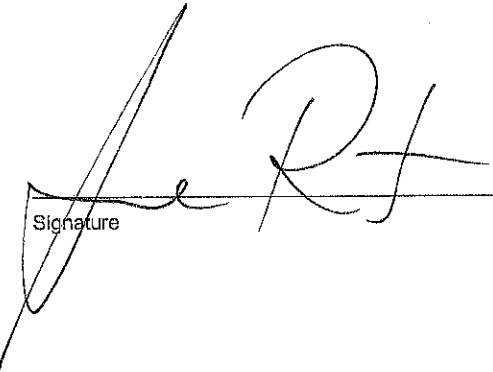
in the presence of:



Signature of witness

Sara Bray

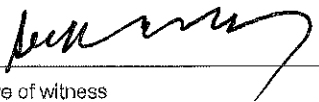
Name of witness (print)



Signature

**Executed by Forest and Wood Products
Australia Limited** in accordance with
Section 127 of the Corporations Act 2001

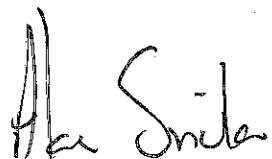
in the presence of:



Signature of witness

JASON SEE

Name of witness (print)



Signature of director

ALAN SINCLAR

Name of director (print)

Schedule 1 – Variation to Funding Contract

The Funding Contract is amended as follows:

1.1 INSERT a new term in clause 1:

Voluntary Contributions means payments from one or more persons contributed to the Company for the purpose of funding eligible research and development expenditure.

1.2 INSERT a new clause 6.2A:

For Voluntary Contributions, Matching Payments will only be made:

- (a) following the commencement of the Forestry Marketing and Research and Development Services Amendment Regulation 2015; and
- (b) subject to, and in accordance with, the requirements of any applicable government policy relating to the matching of Voluntary Contributions.