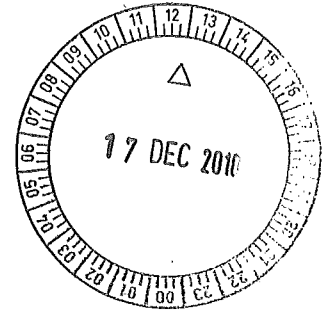




Australian Government

**Indigenous Coordination Centre
Dubbo Office**



Brewarrina Business Cooperative Ltd
PO Box 232
BREWARRINA NSW 2839

Dear Sir/Madam

Variation of Agreement

Following discussion with you, we have agreed to vary the Agreement as detailed in the table below.

This letter embodies the variation ("**Letter of Variation**"). Two copies are enclosed for you to sign and return to us. When we receive the signed variations, we will sign and date them and return a copy to you for your organisation's records.

Variation to the Standard Funding Agreement

Brewarrina Business Cooperative Ltd and the Commonwealth of Australia, represented by the **Department of Families, Housing, Community Services and Indigenous Affairs ("the Parties")**, have entered into the Standard Funding Agreement dated **03 August 2010 ("the Agreement")**.

The Parties seek to vary the Agreement and do so with this Letter of Variation.

The Parties agree to the following variation(s):

Activity Name	Program Name	Variation	Amount of Funding *
<u>Families, Housing, Community Services and Indigenous Affairs</u>			
Murdi Paaki Strong Women's Program	Indigenous Women	New	\$62,000.00

* *Exclusive of GST (if applicable)*

The Parties agree that:

- (a) the variation takes effect from the date on which the Parties sign this Letter of Variation (and if they sign on different dates, then the date when the last Party signs); and
- (b) terms in this Letter of Variation with initial capital letters have the same meaning as they have in the Agreement; and
- (c) the only variations are those set out in this Letter of Variation. In all other respects, the Agreement remains unamended.

Yours sincerely
s 22 - irrelevant information

Thomas Warren
ICC Manager
26 October 2010

Schedule 1

Schedule Start Date: 1/07/2010

Schedule Completion Date: 30/11/2011

Item A OUR PROGRAM INFORMATION

A.1 Program Name:

Indigenous Women

A.2 Program Objectives:

Reduce Indigenous disadvantage through enhancing Indigenous women's leadership, representation, safety, wellbeing and economic status.

Item B YOUR ACTIVITY INFORMATION (see also Clause 2 of the Terms & Conditions)

B.1 Organisation Name: Brewarrina Business Cooperative Ltd

B.2 ABN: 15 137 258 917

B.3 Activity Name: Murdi Paaki Strong Women's Program

Activity Details:

This programme is to empower leadership amongst indigenous women in the Murdi Paaki Region of New South Wales, to support them in issues such as family violence, self-esteem, Aboriginal identity, raising children and community needs.

A program officer will support women in all 16 communities in the Murdi Paaki region (Brewarrina, Bourke, Broken Hill, Cobar, Colerenebri, Coonamble, Dareton-Wentworth, Engonnia, Goodooga, Gulargambone, Ivanhoe, Lightning Ridge, Menindee, Walgett, Weilmoringle, Wilcannia) to train in programs that will support their communities, establish women's groups and develop localised projects to meet community needs.

Funding will be utilised to contract specialist trainers to deliver programs such as Red Dust Healing, Love Bites, protective behaviours, mental health first aid, and other empowerment tools. The purpose being to train local women to deliver these programs such that there is capacity in each community to deliver programs that meet localised issues and localised needs.

Activity Period

Start Date: 1/07/2010

End Date: 30/06/2011

Activity Performance Indicators:

The performance indicators are listed in Annexure B.

Item C FUNDING AND PAYMENT (see also Clause 6 of the Terms & Conditions)

2010/11

C.1 Amount Payable:	\$62,000.00
GST (if applicable):	\$6,200.00
Total:	\$68,200.00

- C.2 Your Account Details** You must notify us in writing of any changes to these account details
- Institution:** Commonwealth Bank of Australia
- Branch:** s 47G - business
- BSB Number:**
- Account Name:**
- Account Number:**

Item D BUDGET (refer to Annexure C)

If a Budget has been specified in Annexure C then you must only spend the Funds in accordance with this Budget.

Item E REPORTS (see also Clause 5 of the Terms & Conditions)

Note Your reports must contain all the information specified below;
 All reports must be in English and in a form acceptable to us; and
 All reports must be provided within the timelines set out in Item F.

E.1 Performance Reports:

You must, within six weeks after the end of December and June in a particular year or such other periods as are agreed to in writing by us, provide to us an Activity Performance Report for the Activity carried out over the Financial Year to date in accordance with the reporting requirements as set out in Item F of the Schedule.

Your Activity Performance Report must include:

(a) information relating to the progress and achievement of the Activity against the performance indicators listed in Annexure B, giving reasons for any inability to achieve progress or meet the performance indicators; and

(b) a statement whether the Activity has been completed and, if appropriate, reasons for inability to complete.

E.2 Activity Work Plan:

You are not required to provide an Activity Work Plan.

E.3 Annual Reports:

Not Applicable

E.4 Financial Reports:

E.4.1 Financial Report:

A periodic financial report must report income and expenditure relating to the Funding provided under this Agreement. The report must show expenditure in accordance with the approved Budget (where applicable) or, where there is no approved Budget, shows to our satisfaction major items/areas of expense. Where a template is specified in Item F of the schedule, please use the template for your report.

E.4.2 Acquittance Documentation

You must, by the date specified in Item F, provide us with an Independently Audited Financial Acquittal Report prepared in accordance with clauses 10.2 and 10.3 of the Terms and Conditions.

E.5 Other Reports:

Not Applicable

Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

The following table combines all of your reporting requirements. If you comply with the terms of this Agreement, we will make payments to you on the first available Business Day on or after the due date as set out below or, where no date is specified, then by mutual agreement as and when required.

Milestones and Reports		Information to be included	Report / Document Template to be used	Due Date	Payment Amount (GST excl.)
F.1	Financial Report	You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with a periodic financial report prepared in accordance with the reporting requirements as set out in Item E of the Schedule.		11/02/2011	
F.2	Performance Report			11/02/2011	
F.3	Financial Report	You must, within six weeks after the end of each six month period or as agreed to in writing by us, provide us with a periodic financial report prepared in accordance with the reporting requirements as set out in Item E of the Schedule.		11/08/2011	
F.4	Performance Report			11/08/2011	
F.5	Annual Independently Audited Financial Acquittal Report			30/09/2011	

Item G INSURANCE REQUIREMENTS (see also Clause 21 of the Terms & Conditions)

None Specified

Item H ASSETS (see also Clause 13 of the Terms & Conditions)

None specified

Item I SUBCONTRACTORS (see also Clause 28 of the Terms & Conditions)

None Specified

Item J SPECIFIED PERSONNEL (see also Clause 29 of the Terms & Conditions)

None Specified

Item K CONFIDENTIAL INFORMATION (see also Clause 17 of the Terms & Conditions)

None Specified

Item L NOTICES (see also Clause 38 of the Terms & Conditions)**Our contact details and address for notices**

Simonne Goolagong

Project Manager

Address : Level 1, 65 Church Street, DUBBO, NSW 2830

Email : Simonne.Goolagong@icc.gov.au

Phone : 02 6841 3107

Fax : 02 6276 9081

Your contact details and address for notices

Bill Palmer

Address : PO Box 232, BREWARRINA, NSW 2839

Email : Bill.Palmer@brebc.com.au

Phone : 02 6839 1800

Fax : 02 6839 1855

Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL RECORDS (see also Clause 19 of the Terms & Conditions)

Applies in full

SUPPLEMENTARY CONDITIONS

NIL

ANNEXURE B**PERFORMANCE INDICATORS**

Performance Indicator	Planned Target
Extent to which project milestones specified in funding agreement were achieved	as per report
Extent to which the project achieved the intended contribution to enhancing Indigenous women's leadership & development	as per report
Number of capacity building activities	16
Number of Indigenous people participant in or directly assisted through funded activities.	16

ANNEXURE C

Activity: Murdi Paaki Strong Women's Program
Approved Budget

As at: 12/11/2010

INCOME**2010/11****Total**

Operational	\$62,000.00	\$62,000.00
Other Income	s22 - irrelevant information	
s22 - irrelevant information		

EXPENDITURE**Operational**

*Operational Salaries

s22 - irrelevant information

Services

Accounting Fees	\$5,000.00	\$5,000.00
Audit Fees	\$1,000.00	\$1,000.00
Meeting/Seminars	\$10,000.00	\$10,000.00
Training	\$10,000.00	\$10,000.00
s22 - irrelevant information		

Travel

Travel Allowances	\$10,000.00	\$10,000.00
Accommodation, meals for participants	\$10,000.00	\$10,000.00


s22 - irrelevant information

Executed by the Parties

Signed for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through the **Department of Families, Housing, Community Services and Indigenous Affairs** ARN 36 342 015 855 in the presence of:
 s 22 - irrelevant information s 22 - irrelevant information

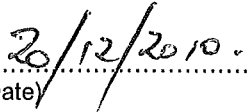
(Signature of Departmental/Agency Representative)

(Signature of Witness)

(Name of Departmental/Agency Representative)

(Name of Witness in full)

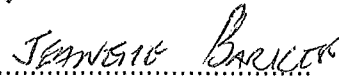


(Date)

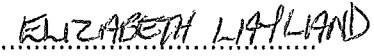
Signed by Brewarrina Business Cooperative Ltd ABN 15 137 258 917 by affixing its common seal in accordance with its rules in the presence of:
 s 22 - irrelevant information s 22 - irrelevant information

(Signature of Public Officer)

(Signature of committee member/secretary)



(Name of Public Officer)



(Name of committee member/secretary)

 (Date)