

D/2017/322612



**NSW Police Force**  
www.police.nsw.gov.au

**NSW POLICE FORCE**

**ABN 43 408 613 180**

**AND**

**THE FLINDERS UNIVERSITY OF SOUTH AUSTRALIA**

**ABN 65 542 596 200**

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# **DEED OF VARIATION**

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THIS DEED OF VARIATION is made on 21st March 2017

**BETWEEN** The Crown in right of the State of New South Wales represented by the Commissioner of the **New South Wales Police Force (ABN 43 408 613 180)** ("**Principal**")

**AND** **The Flinders University of South Australia (ABN 65 542 596 200)** of Sturt Road, Belford Park SA 5042 ("**Supplier**")

**RECITALS:**

- A. The Principal and the Supplier entered into a contract for the review of cases by Strikeforce Parrabell dated 5 October 2016 for a period commencing 10 October 2016 and expiring 9 April 2017.
- B. The Principal and the Supplier now wish to further extend the contract by a further 4 months up to 9 August 2017 in accordance with the terms of this Deed.

**THIS DEED WITNESSES**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this agreement unless the contrary intention appears:

"**Deed**" means this Deed of Agreement and the terms and conditions as are herein contained;

"**Original Contract**" means the contract deed for the review of cases by Strikeforce Parrabell dated 5 October 2016 between the Principal and the Supplier.

**2. INCORPORATION OF ORIGINAL CONTRACT**

2.1 The clauses of the Original Contract shall be incorporated into this Deed.

2.2 Where there is any inconsistency between this Deed and the Original Contract, this Deed shall prevail.

**3. VARIATION OF ORIGINAL CONTRACT**

The Original Contract is amended as follows:

3.1 Clause 2 (b) is amended by deleting "~~This Agreement expires on 9 April 2017~~" and replacing with "This Agreement expires on 9 August 2017"

3.2 Schedule 2 is amended by deleting the gantt chart in Schedule 2 under the heading "Gantt Chart: Project Methodology, Responsibilities, Timeframes" and replacing it with gantt chart attached to this Deed as Annexure A.

3.2 Schedule 3 is amended by deleting item 2 set out below:

~~"Proposed Milestone Payments~~

~~1<sup>st</sup> payment — an upfront payment to cover travel costs and the infrastructure levy, \$16,000 (32%)~~

~~2<sup>nd</sup> payment — Payment at draft report delivery (Dec 2016) of \$15,000 (30%)~~

~~3<sup>rd</sup> payment — Final payment of the remainder of total budget, ie \$19,750 at delivery of final~~

report to NSWPF (Feb 2017) (38%)"


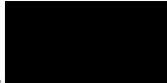
and replacing with Item 2 set out below:

"Proposed Milestone Payments

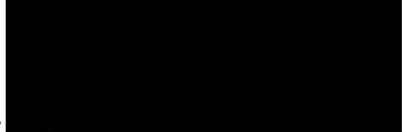

- 1<sup>st</sup> payment an upfront payment to cover travel costs and the infrastructure levy, \$16,000 (32%)
- 2<sup>nd</sup> payment Payment at draft report delivery (approximately 26 June 2017) of \$15,000 (30%)
- 3<sup>rd</sup> payment Final payment of the remainder of total budget, ie. \$19,750 at delivery of final report to NSWPF (7 August 2017) (38%)"

Executed as a Deed

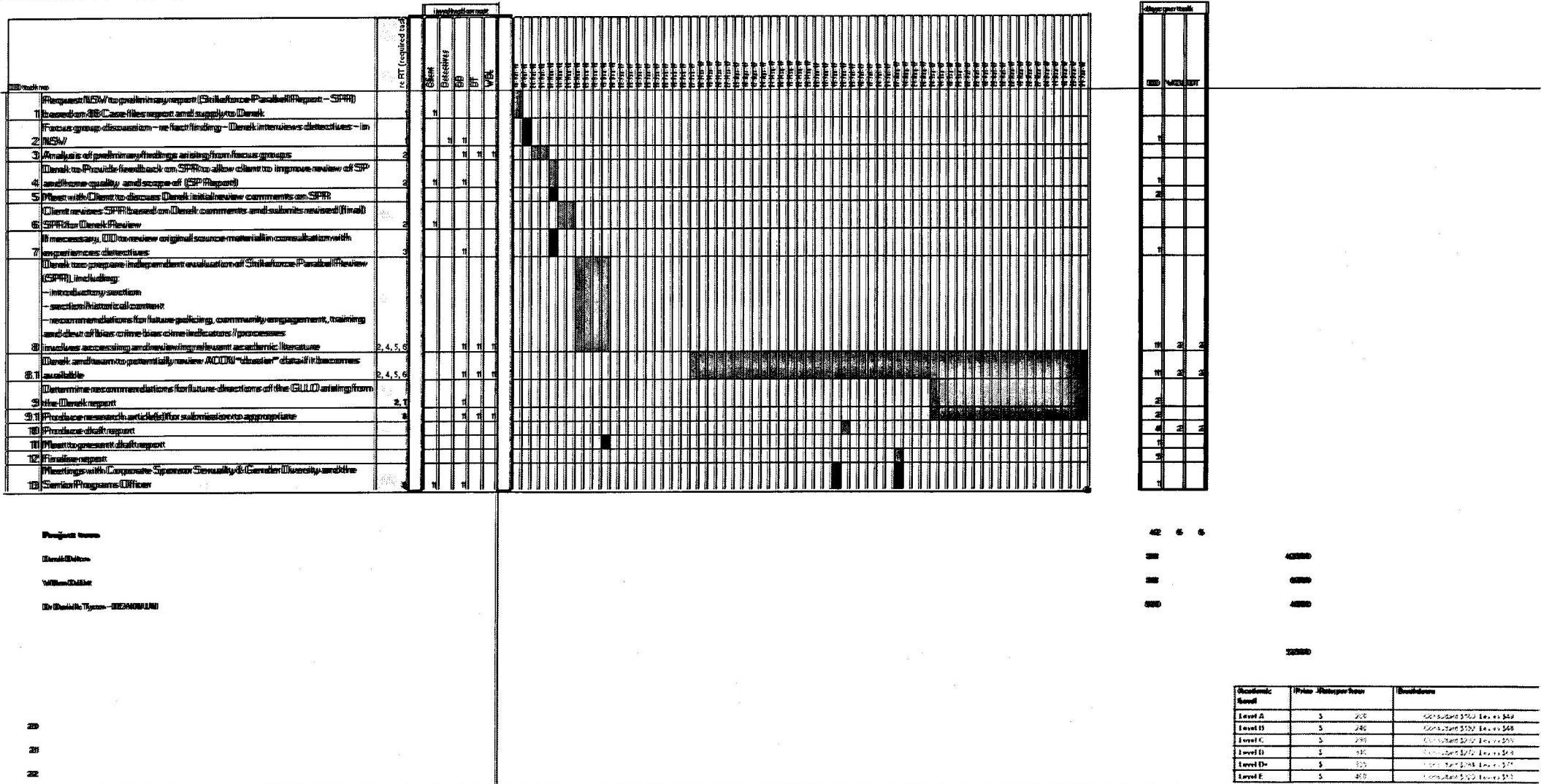
Principal

<p>SIGNED for and on behalf of the <b>New South Wales Police Force</b> ABN 43 408 613 180, an agency of the Crown in right of the State of New South Wales by General Manager Strategic Procurement and Fleet Services, pursuant to the Instrument of Financial Delegation of Authority NSW Police Force granted on 7 September 2012 by the Minister for Police and Emergency Services for the purpose executing contractual agreements on behalf of NSW Police Force, for the procurement of goods or services as specified in this agreement (but not so as to incur any personal liability) In the presence of:</p> <p style="text-align: center; font-size: 1.2em;"><i>Claire Stone</i></p> <p>..... Print name of witness</p>	<div style="text-align: center;">         .....        Signature of delegate     </div> <div style="text-align: center; margin-top: 20px;">       Date: <i>21/3/17</i>        .....     </div> <div style="text-align: center; margin-top: 20px;">         .....        Signature of witness     </div>
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Supplier

<p>SIGNED, SEALED and DELIVERED for and on behalf of <b>The Flinders University of South Australia ABN 65 542 596 200</b> by its duly authorised representative.</p>	<div style="text-align: center;">         .....        Signature of delegate     </div> <div style="text-align: center; margin-top: 20px;"> <p style="font-size: 1.2em;"><b>DEREK DALTON</b></p>       .....        Print name of delegate     </div>
<p>..... <i>LOU MARAFOS</i> Print name of witness</p>	<div style="text-align: center;">         .....        Signature of witness     </div>

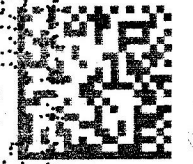
Annexure A – Gantt Chart





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