



Australian  
National  
University

# **SSAF FUNDING AGREEMENT**

**Deed of Variation No 1**

**between**

**The Australian National University  
(ABN: 52 234 063 906)**

**and**

**The ANU Student Media Incorporated  
(ABN: 13 039 386 943)**

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## **PARTIES**

**THE AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906)** an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) of Canberra in the Australian Capital Territory, 2600, (**University**)

AND

**The ANU Student Media (ABN 13 039 386 943)** of Canberra in the Australian Capital Territory, 2600 (**Student Association**)

## **BACKGROUND**

- A. On 16<sup>th</sup> June 2015 the Parties entered into a SSAF Funding Agreement (**Agreement**).
- B. The Parties have agreed to vary the terms of the Agreement in accordance with this Deed of Variation [No 1].
- C. This Deed of Variation [No 1] is to be read and interpreted in the context of the Agreement.

## **AGREED TERMS**

### **1 Definitions and Interpretation**

- 1.1 Unless the contrary intention appears a word or expression defined or referred to in the Agreement has the meaning given to it in the Agreement.

- 1.2 In this Deed:

**Deed** means this deed, including all annexures and schedules to it;

**Variation Date** means the date the last Party executes this Deed.

### **2 Variation to the Agreement**

- 2.1 The Parties to this Deed agree that on and from the Variation Date, the Agreement is varied as set out in Schedule 1 to this Deed.

### **3 Affirmation of the Agreement**

- 3.1 The Parties affirm in all other respects the covenants and conditions in the Agreement as varied by this Deed.
- 3.2 The Agreement, as varied by this Deed, comprises the entire agreement between the Parties.
- 3.3 The Parties acknowledge and agree that the Agreement as varied by this Deed is and continues to be in full force and effect.

### **4 Costs and GST**

- 4.1 Each Party must meet or pay its own costs and expenses in respect of the preparation, negotiation, execution and completion of this Deed.
- 4.2 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.

### **5 Warranties and representations**

- 5.1 Each Party warrants and represents that at the Variation Date:

- 5.1.1 it has the capacity unconditionally to execute, deliver and comply with its obligations under this Deed and the Agreement as varied;
- 5.1.2 it has taken all necessary action to authorise the unconditional execution and delivery of, and compliance with, its obligations under this Deed;

## **6 Miscellaneous**

### **6.1 Amendment**

This Deed may only be varied or replaced by a written document executed by the Parties.

### **6.2 Further assurances**

Each Party must promptly do whatever the other Party reasonably requires of it to give effect to this Deed and to perform its obligations under it.

### **6.3 Counterparts**


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

### **6.4 Governing law and jurisdiction**

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

**EXECUTED AS A DEED**

for and on behalf of **The Australian National University ABN 52 234 063 906** by an authorised officer in the presence of:

  
(Signature of witness)

LILY MATTHEWS  
(Printed name of witness)



(Signature of authorised officer)


RICHARD BAKER

(Printed name of authorised officer)

16/01/19  
Date

**EXECUTED AS A DEED**

for and on behalf of ANU Student Media Incorporated **ABN [13 039 386 943]** by an authorised officer in the in the presence of:

  
(Signature of witness)

Sang Yeop Yim  
(Printed name of witness)



(Signature of authorised officer)

Jonathan Tjandra

(Printed name of authorised officer)

20/12/2018

Date

## Schedule 1      Variation to the Agreement

### 1      Variations to the Clauses

1.1 Clause 1.1 is deleted and replaced with the following:

1.1 This Agreement begins on the Commencement Date and continues until 31 December 2019, unless extended pursuant to clause 1.2 or terminated in accordance with clause 17.

1.2 Clause 3.1

The indicative timeframe set out in clause 3.1 is deleted and replaced with the following indicative timeline:

#### SSAF 2020 allocations timetable - All dates in year 2019

Indicative Date	Event	Responsibility
last week of August	Brief meeting of all parties to outline the allocations process and association/ DSL priorities for 2018	PVCUE; associations/DSL
First week of September	Notice of meeting of associations given; call for agenda items	EO
3 <sup>rd</sup> week of September	Student Associations/DSL submit budgets in Alliance	Associations/DSL
3 <sup>rd</sup> week of September	Agenda for Meeting 1 in late September available in Alliance	EO
<b>Meeting 1: Student Associations Committee</b>  Late September 9am to 1pm	Meeting with all associations & DSL - 4 hour meeting time to be scheduled. Each association/ DSL to give a 20 minute presentation with 20 minute Q&A. Items taken on notice included as part of Meeting 2 in mid-October.	PVCUE; associations/DSL
3 working days after meeting 1	Associations/DSL submit questions on other bids for circulation and response.	Associations/DSL; EO
7 working days after meeting 1	Associations/DSL provide their responses to questions for circulation.	Associations/DSL; EO
<b>Meeting 2: Student Associations Committee</b>  15 working days after meeting 1  mid October 10am to 12 midday	Questions and follow up from Meeting 1. Each association/ DSL to report back on items taken on notice and present any adjustments made at the request of the Student Associations Committee.	PVCUE; associations/DSL
3 <sup>rd</sup> week of October	One on one discussions with associations/DSL	PVCUE; associations/DSL



Late October	Associations/DSL advised of draft allocations as per the recommendations to VC /posted to ANU SSAF website	PVCUE; associations/DSL
Late October	Students invited to comment on draft allocations as posted on ANU SSAF website	EO; associations/DSL
Late November	Closing date for student comments	
Beginning of first week of December	Associations/DSL respond to comments	Associations/DSL
End of first week of December	Allocations approved by delegate	EO; PVCUE; VC

1.3 Clause 4.2(c) is deleted and replaced with the following:

4.2(c) for the purchase of alcohol or providing an alcohol subsidy; or

1.4 Clause 4.2(d) is added as follows:

4.2(d) For a purpose other than a purpose described in clause 4.3.

1.5 Clause 4.3(a) is deleted and replaced with the following:

4.3(a) providing food or non-alcoholic drink to students on an ANU campus;

1.6 Clause 4.7, 4.8 and 4.9 are added as follows:

4.7 In addition to the audit requirements set out in clause 12, subject to this clause 4, the ANU may at reasonable times and on giving reasonable notice to the Student Association require the Student Association to:

4.7(a) require the provision by the Student Association departments, or from an affiliated club or society of records and information which are related to this Agreement, and the Student Association is:

(i) in relation to an Department to provide to the ANU such documents and information; and

(ii) in relation to a club or society, to provide to the ANU such documents and information as are provided by the club or society to the Student Association.

4.7(b) engage an independent body to undertake, audits of a Student Association department or of an affiliated club or society, which audit is related to the receipt or handling SSAF Funds under this Agreement.

4.8 (a) ANU will allocate additional SSAF Funds annually to cover the costs of the additional audits required by ANU under clause 4.7.

(b) The Student Association must comply with the ANU's requests under clause 4.7 at no additional cost to ANU, subject to ANU having provided sufficient funds to the Student Association to fund any additional audit.

4.9 The Student Association must:

(a) in relation to a Student Association department, promptly take, at no additional cost to ANU, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the

way the Student Association is governed, has used the Funds or acted under this Agreement;  
and

(b) in relation to an affiliated club or society, instruct the club or society to take, at no additional cost to ANU, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit relating to the club or society, or its use of any Funds received by it from the Student Association.

## **5 Variations to the Schedules**

Not applicable