



James Cook University

[insert name of Other Party]

Deed of Variation



Parties

James Cook University ABN 46 253 211 955 a body corporate pursuant to the James Cook University Act 1997 (Qld) of 1 James Cook Drive, Townsville in the State of Queensland, Australia (**JCU**)

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as determined by the dates applied to the execution clauses.]

4 Warranties

4.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Variation Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this deed;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this deed;
- (c) this deed is its valid and legally binding obligations and is enforceable against it by each other party in accordance with its terms, subject to
S U L Q F L S O H V R I H T X L W \ D Q G U X O H V D I I H F W L Q J F U H
- (d) its unconditional execution and delivery of this deed and compliance with its obligations under this deed do not contravene:
 - (i) any law or directive from a government entity;
 - (ii) its constituent documents;
 - (iii) any agreement or instrument to which it is a party; or
 - (iv) any obligation of it to any other person.

4.2 Survival of warranties

The warranties and representations in **clause 4.1** survive the execution of this deed and the variation of the Original Document.

5 [Optional] GST

[Drafting note: If there is no consideration payable under this deed, this clause should be deleted.]

5.1 GST definitions

In this **clause 5.1**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a



Schedule 1

Variations

[insert details of the particular clauses to be amended or added to the Original Document]

Execution

Executed as a deed.



[OPTION ONE: If the Other Party wishes to execute via an authorised officer.]

SIGNED, SEALED AND DELIVERED for)
and on behalf of **[insert name of Other**)
Party] by its duly appointed officer in the)
presence of:

.....
Witness

.....
Officer

.....
Name of Witness (print)

By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of **[name of Other Party]**.

.....
Name of Officer (print)

.....
Date

.....
Position of Officer (print)

[OPTION TWO: If Other Party is a company]

EXECUTED by **[name of Other Party]** in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

.....
Date

.....
Date

[Drafting note: If the Original Document has more than one counterparty, include additional execution blocks as required.]