

Deed of Variation

RTA/Council Road Safety Officer Program Funding Agreement

Details		
Parties	RTA and Council	
RTA	Name	Roads and Traffic Authority of New South Wales
	Address	101 Miller St North Sydney, New South Wales 2060
	Attention	
Council	Name	<i>[Insert Council name]</i>
	ABN	<i>[Insert Council ABN]</i>
	Address	<i>[Insert Council address]</i>
	Attention	<i>[Insert Council General Manager]</i>
Background	<p>In 1999 the then Minister for Roads signed a Memorandum of Understanding that committed the RTA to 50/50 funding of the positions of council road safety officers until 30 June 2010. Participating councils and the RTA have signed Program Funding Agreements (PFAs) up to 30 June 2010. This Deed of Variation seeks an extension of the current PFA for an additional two years.</p>	
Original Agreement	<p>RTA/Council Road Safety Officer Program Funding Agreement between the RTA and _____ (local Council).</p>	
Date of this Deed	<p><i>[leave this blank and when the last party has signed this Deed then insert that date]</i></p>	
Effective Date	<p>1 July 2010</p>	

Agreed Terms of Variation

The parties agree as follows:

I Extension of the Term of the Original Agreement

I.1 Extension of term

The term of the Original Agreement is hereby extended so that it expires on 30 June 2012.

I.2 Second Extension

At any time prior to the expiration date referred to in Clause I.1 the parties may by written agreement (which may take the form of an exchange of letters or email) agree to extend the term of the Road Safety Officer Program Funding Agreement by a further period.

2 General

2.1 Conflicts

If there is an inconsistency between a term in the Original Agreement and this Deed, then the terms of this Deed prevail to the extent of the inconsistency.

2.2 Counterparts

This Deed may consist of a number of copies each signed by one or more parties to the Deed. If so, the signed copies are treated as making up the one document.

2.3 Continuity, Validity and Enforceability of the Original Agreement

The parties acknowledge and agree that:

- (a) the amendments to the Original Agreement set out in this Deed do not affect the validity or enforceability of the Original Agreement; and
- (b) except as amended in this Deed, the parties agree that the Original Agreement continues in full force and effect.

2.4 Continuing Obligations

Each party confirms and ratifies its liabilities and obligations under the Original Agreement as amended by this Deed.

2.5 References to Agreement

From the Effective Date, references in the Original Agreement to the Original Agreement are to be interpreted as a reference to the Original Agreement as amended by this Deed.

2.6 Entire Agreement

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes any previous negotiations, understandings, representations or agreements in relation to that subject matter.

2.7 Governing Law and Jurisdiction

This Deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

3 Definitions and Interpretation

Unless otherwise specified in this Deed or the context otherwise requires, definitions and interpretations in the Original Agreement apply when used in this Deed.

These meanings apply unless the contrary intention appears:

Deed means this Deed of Variation.

Details means the section of this Deed with that title.

Effective Date has the meaning given to it in the Details.

Original Agreement has the meaning given to it in the Details.

