

Variation Agreement

PARTIES

UNSW The University of New South Wales ABN 57 195 873 179, a body corporate established pursuant to the *University of New South Wales Act 1989* (NSW) of UNSW Sydney NSW 2052, Australia

Collaborator(s) [insert] ABN [insert] of [insert]

BACKGROUND UNSW and the Collaborator(s) entered into a [name of the agreement] dated [insert] relating to [insert] (Principal Agreement)

The parties agree to vary the Principal Agreement as set out in this variation agreement (the Variation).

1 Interpretation

Unless the context **otherwise** requires:

- (a) a term defined in the details at the beginning of this document has a corresponding meaning in this Variation;
- (b) a term or expression starting with a capital letter which is not defined in this Variation has the meaning given to it in the Principal Agreement;
- (c) a word which denotes the singular denotes the plural and vice versa;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted; and
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise.

2 Variation

With effect on and from the date of last signature (the **Effective Date**), the Principal Agreement is varied in accordance with Schedule 1.

3 Confirmations and acknowledgements

- 3.1 The parties ratify and confirm the Principal Agreement as varied by this Variation (including any previously made additions or variations), remains fully effective.
- 3.2 Nothing in this Variation:
 - (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Principal Agreement before the Effective Date; or
 - (b) discharges, releases or otherwise affects any liability or obligation arising under the Principal Agreement before the Effective Date.
- 3.3 Each party acknowledges and agrees that this Variation and the variations provided for in it are made in accordance with all requirements of the Principal Agreement.

4 General

4.1 Confidentiality

The confidentiality obligations under the Principal Agreement are incorporated by reference into this Agreement.

4.2 Governing law

This Variation is governed by the Laws of New South Wales, Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of

the courts of New South Wales and of the Commonwealth of Australia.

4.3 Entire agreement

The Principal Agreement, as varied by this Variation, comprises the entire agreement between the parties on everything connected with the subject matter of the Principal Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

4.4 No waiver

The failure by a party to require performance of an obligation under this Variation by the other party will not operate as a waiver of the obligation and the other party remains liable to perform all its obligations under this Variation.

4.5 Costs

Each party must pay their own costs arising out of the negotiation, preparation and execution of this Variation.

4.6 Further Assurance

Each party must promptly and at its own cost do all things (including executing and delivering all documents) necessary to give full effect to this Variation.

4.7 Counterparts

This Variation may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.

EXECUTION

Executed as an agreement

Signed for and on behalf of UNSW by its authorised representative:

Signature

Date

Name of authorised representative

Position

SAMPLE

Signed for and on behalf of [insert company name] by its authorised representative:

Signature

Date

Name of authorised representative

Position

SAMPLE

Schedule 1 – Variation of Principal Agreement

VARIATION OF AGREEMENT

The Principal Agreement is amended as follows: <insert details of variation to Principal Agreement>

SAMPLE