

## Variation Agreement

**MONASH UNIVERSITY** (ABN: 12 377 614 012) of Wellington Road, Clayton, Victoria, Australia 3800 (**Monash**)

**AND** the party named in Item 1 of the Schedule (**Contracting Party**)

### **BACKGROUND:**

- A. Monash and the Contracting Party entered into the document named in Item 2 of the Schedule (**Document**).
- B. Monash and the Contracting Party wish to vary the Document in accordance with this Agreement.

### **IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT, IT IS AGREED AS FOLLOWS:**

#### **1. Definitions**

- 1.1 Terms which are defined in the Document and used in this Agreement have the meaning given to them in the Document, unless stated otherwise.

#### **2. Effective date of variation**

- 2.1 The effective date of this Agreement is the date set out in Item 3 of the Schedule (**Effective Date**).
- 2.2 Clause 2.1 does not affect any right or obligation arising before the Effective Date.

#### **3. Variation**

- 3.1 The parties agree that from the Effective Date, the Document will be varied in accordance with Item 4 of the Schedule.
- 3.2 Save for varying the Document as specified in this Agreement, all other provisions in the Document remain unchanged.

#### **4. General**

- 4.1 **Costs:** Each party remains responsible for its own costs and expenses in entering into this Agreement.
- 4.2 **Signatories:** The signatories to this Agreement warrant that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.

#### **5. Electronic Signing and Counterparts**

- 5.1 Each Party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.
- 5.2 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.

**EXECUTED** as an agreement

**SIGNED** for and on behalf of  
**MONASH UNIVERSITY** by  
its authorised officer:

Abid Khan

.....  
Print Name

Deputy Vice-Chancellor (Global Engagement)

.....  
Title



.....  
Signature

07/08/2020

.....  
Date

**SIGNED** for and on behalf of  
**FUNDACIÓN GUATEFUTURO** by  
its authorised officer:

Marta Barrera de Donis

.....  
Print Name

Programs Coordinator

.....  
Title



.....  
Signature

July 28<sup>th</sup> of 2020

.....  
Date

## SCHEDULE

Item	Description
<b>1. Contracting Party</b>	Fundación Guatefuturo of Boulevard Los Próceres 18 calle 24-69 zona 10. Zona Pradera. Torre II, nivel 15. Oficina 1506. Guatemala C.A. 01010
<b>2. Document</b>	Collaborative Agreement signed by Monash University on 16 September 2015.
<b>3. Effective Date</b>	The date this Agreement is signed by the last party to sign.
<b>4. Variations</b>	The Document is varied as follows: <ol style="list-style-type: none"><li>1. Replace '10%' in clauses 6 and 10(d), with '15%'.</li><li>2. Insert the words 'Subject to clause 14,' at the beginning of clause 11.</li><li>3. Delete the words 'Registration Authorities and' from clause 14.</li><li>4. Insert a new clause 14(b) as follows: 'Guatefuturo acknowledges that it is not an agent of Monash for the purposes of the ESOS Act, and agrees not to act or purport to act in a manner that suggests, or is likely to suggest, that it is an agent.'</li><li>5. Replace clause 19 with the following: 'This agreement is effective from the date when all parties have signed it and will remain in force until 21 September 2025.'</li></ol>