

Memorandum of Understanding

between

**the Department of Defence
(ABN 68 706 814 312)**

and

**the Department of Veterans' Affairs
(ABN 23 964 290 824)**

for the

Cooperative Delivery of Care and Support

DOCUMENT INFORMATION

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THE PROVISIONS

PURPOSE, PARTIES, PERIOD AND LEGAL EFFECT

1 Introduction

- 1.1 The Department of Veterans' Affairs (DVA) and the Department of Defence (Defence) are committed to delivering the best possible outcomes to current and former members of the Australian Defence Force (ADF) and their eligible families.
- 1.2 Close and ongoing cooperation between DVA and Defence, and ongoing DVA engagement with members as early as practical in their careers, throughout their service and during and after their transition from permanent or continuous full time (CFT) service results in better outcomes for members and their families. Such cooperation and engagement is particularly important where a member suffers a serious injury or illness or where the member is identified for medical separation from the ADF.
- 1.3 Recognising that responsibility for the delivery of the necessary care and support is shared, the Parties have established a lasting, cooperative, framework that covers joint responsibilities across the continuum of workplace health and safety, health care, rehabilitation, compensation and transition from permanent, or CFT service, and thereafter. For the purposes of this MoU, the systems that deliver against these responsibilities comprise the Support Continuum.

2 Parties

- 2.1 The Parties to this MoU are:
 - The Department of Defence (Defence) ABN 68 706 814 312; and
 - The Department of Veterans' Affairs (DVA) ABN 23 964 290 824.

3 Purpose

- 3.1 The purpose of this Memorandum of Understanding is to set out the governing principles, and provisions, by which the Parties will work cooperatively to deliver care and support to:
 - current and former serving members of the permanent and reserve Forces;
 - current and former members with eligibility under:
 - the *Veterans' Entitlements Act, 1986* (Clth) (VEA);
 - the *Safety, Rehabilitation and Compensation Act 1988* (Clth) (SRCA); and/or
 - the *Military Rehabilitation and Compensation Act 2004* (Clth) (MRCA);
 - widows, widowers and dependants with eligibility under the VEA, SRCA and/or MRCA;
- 3.2 In establishing this MoU, both Parties acknowledge that:

- Defence has the lead in caring for, and supporting, permanent members and members on CFT service as well as members of the Reserve Forces where they are injured or fall ill as a result of rendering Defence service;
- Defence is responsible for assisting members to transition from permanent or CFT service;
- DVA has the lead in caring for, and supporting, widows/widowers and dependants and wounded, injured or ill former serving members;
- DVA is responsible for providing compensation and other support to eligible current and former members; and
- DVA is responsible for ensuring current and former members, and where relevant their families, are kept informed of the support and services available from DVA and the processes by which such support and services may be accessed.

3.3 Further, both Parties recognise that each Party has independent responsibilities, outside the provision of care and support, which may benefit from closer cooperation between the Parties. Such closer cooperation could include agreements on cooperative research and/or the purchase and/or use of Services from the other Party. Support for commemorative activities is one example of such cooperation.

3.4 The Parties therefore agree to engage in cooperative activities with, or provide such Services to, each other as may be required from time to time during the term of this MoU. The details of any such engagement or services are to be set out in separate Schedules to this MoU, the format of which is detailed at Attachment 1.

3.5 The Schedules will be numbered sequentially and will, when signed by the Parties, form part of this MoU as Schedule 1, 2, 3 etc.

4 Period

4.1 This MoU shall commence upon 30 June 2016 and will continue from that date or until terminated by the Parties in accordance with provision 4.3.

4.2 Schedules shall commence on their date of signature and will continue in force until the end date contained therein or until terminated by the Parties in accordance with provision 4.3.

4.3 Either Party may terminate this MoU, or a Schedule, by giving the other Party six months written notice.

5 Definitions

Accountability Personnel means an individual performing statutory or Parliamentary functions, including as authorised by the Auditor-General, the Ombudsman, the National Archives of Australia, the Privacy Commissioner, Parliament, or a Parliamentary Committee.

Attachment means a document attached to this MoU or a Schedule.

Commonwealth means the Commonwealth of Australia.

DDEC means the Defence DVA Executive Committee.

Defence means the Commonwealth of Australia, as represented by and acting through the Department of Defence, and includes its Personnel.

Department means the Commonwealth of Australia, as represented by and acting through the Department of Defence or the Department of Veterans' Affairs (as the context so admits), and includes their Personnel.

DLSC means the Defence DVA Links Steering Committee.

DVA means the Commonwealth of Australia, as represented by and acting through the Department of Veterans' Affairs, and includes its Personnel. DVA:

- a. under the VEA, provides support to the Repatriation Commission, a Commonwealth body corporate enacted under that Act; and
- b. under MRCA, also provides support to the Military Rehabilitation and Compensation Commission (MRCC), a Commonwealth body corporate enacted under that Act.

External Support Community means those organisations external to Government that seek to provide benevolent or charitable support to current or former members, and their families. This community comprises the traditional Ex-Service Organisations as well as the full range of charitable and non-charitable organisations that provide such support.

Intellectual Property Rights means all rights in relation to:

- a. inventions (including patents rights) and plant breeder's rights;
- b. registered and unregistered trade marks (including service marks), registered and unregistered design rights, business names and official emblems and crests;
- c. copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how); and
- d. any other rights applicable to or resulting from industrial, scientific, literary or artistic intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

Material means Material produced under the MoU or obtained from either Party or Material copied or derived from the Material produced or obtained therefrom. Material may include any goods, documentation, data, records or information recorded in any form. Ownership of the Material rests with the originating Party or with both Parties if developed jointly.

Military Rehabilitation and Compensation Commission (MRCC) means the statutory body corporate enacted under the *Military Rehabilitation and Compensation Act 2004* (Cwlth) and any other government agency that carries out functions equivalent to the Military Rehabilitation and Compensation Commission.

MoU means this document plus any Schedules and/or Attachments.

Party means either Defence or DVA and their respective Personnel.

Personnel includes any Party's officers, partners, employees, agents, volunteers, bailees, contractors, subcontractors, executors, administrators, substitutes, successors, licensees or permitted assigns.

Repatriation Commission means the statutory body corporate enacted under the *Veterans' Entitlements Act 1986* (Cth) or any other government agency that carries out functions equivalent to the Repatriation Commission.

Schedules means any Schedule to this MoU.

Secretary means the individual appointed to the position of Secretary of the Department or any individual the Secretary designates in writing to perform that office.

Services means all things that the Parties as the case may be agree to do under this MoU including the services described in the Schedule/s.

Special Provisions means any provisions set out in Part H of a Schedule to this MoU.

Support Continuum means the coordinated and integrated support system that extends across Defence and DVA to deliver the required level of care and support to wounded, injured or ill current and former members.

6 Interpretations

6.1 In this MoU, unless the contrary intention appears:

- reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth of Australia as amended or replaced from time to time;
- the Schedules and any Attachments form part of this MoU;
- where any conflict arises between the provisions contained in this MoU and any part of the Schedules (and Attachments, if any), the provisions of this MoU prevail; and
- reference to the Schedules (or an Attachment, if any) is a reference to the Schedules (or an Attachment, if any) to this MoU, including as amended or replaced from time to time by agreement in writing between the Parties.

6.2 Provisions written in the Special Provisions section of a Schedule to this MoU prevail over the terms and conditions contained in this MoU in the case of an inconsistency.

6.3 This MoU and the Schedules together constitute the terms of the arrangements between DVA and Defence.

6.4 No variation of this MoU takes effect until it has been agreed to in writing by both Parties.

7 Legal Effect

7.1 DVA and Defence acknowledge that they are part of the same legal entity, the Commonwealth of Australia. The provisions of this MoU cannot therefore be legally binding on either Party. However, it is the intent of both Parties to give effect to the provisions of this MoU.

GOVERNING PRINCIPLES

8 General Principles

8.1 The Parties will work together to ensure that current and former members, and their families, are supported and cared for during and after their service. In doing so, the Parties will continue to:

- improve arrangements to assist the smooth handover from Defence to DVA of:
 - eligible members who are separating from the ADF on medical grounds; and
 - dependants and families of members who are either deceased, or have been seriously wounded or injured, or diagnosed with a serious illness, as a result of their service;
- improve arrangements associated with the determination of liability, including a reduction in the time taken to make a determination on compensation and other benefits, in order to reduce the burden on individuals associated with submitting a claim under one of the relevant Acts;
- ensure current and former members, and their families, are kept informed of the support and services available from Defence and DVA and the processes by which such support and services may be accessed; and
- align Defence and DVA Health information, access and treatment.

8.2 The framework of care and support, spanning both Departments, is enduring.

8.3 The Parties will engage in cooperative activities, or provide other support and Services, as may be agreed from time to time and as set out in the Schedules to this MoU.

9 Operating Principles

9.1 The Parties will ensure that the funding arrangements that support the rehabilitation of members are defined and understood. In doing so, the Parties will:

- ensure that the relevant policies within each Department reflect the fact that Defence is responsible for funding a member's rehabilitation, including all costs associated with the provision of equipment, modifications and support services, up until an agreed point of transition at which time the responsibility for the support transfers to DVA; and

- establish and maintain an escalation process to ensure that any uncertainty over which Party is responsible for funding a member's rehabilitation is resolved as a matter of urgency.

9.2 The Parties will share information between them in the most effective manner. To achieve this, the Parties will:

- Implement an Early Engagement Model that aims to establish and maintain a relationship between DVA and a member as early as practical in a member's career; and
- Share information at key events during a member's career that will enable proactive support where appropriate.
- Ensure that liability determination occurs as close as possible to the time the injury occurs by:
 - developing, implementing and maintaining joint policy on the sharing of information and resolving issues relating to privacy and consent;
 - ensuring that the notification of operational casualties is streamlined through a defined process agreed to in writing by the Parties;
 - ensuring that the information flow is two-way by providing Defence with visibility of claims lodged under the VEA, SRCA and MRCA and the resultant liability determinations made by DVA; and
 - monitoring, evaluating and refining the key information flows to ensure that they continue to help reduce the burden on the member and the time taken to make a determination.

9.3 Communication with current and former members, their families and supporting agencies, is the joint responsibilities of the Parties. To achieve this, the Parties will:

- collaborate to ensure that communication with members on joint matters is timely, consistent, informative and easy to understand;
- ensure joint communication informs current and former members, and their families, on how the Parties can support them during their service and after they transition from permanent or CFT service, and clearly explains the roles and responsibilities of the Parties; and
- improve the understanding of ADF Commanders of the entitlements and support available to injured or ill serving members to ensure members, and their families, receive timely support and care.

10 Governance

10.1 Governance arrangements facilitate collaborative policy and program development and allow for engagement on emerging issues affecting the Parties. The Parties agree that:

- the Chief of the Defence Force, the Secretary of the Department of Defence and Secretary of the Department of Veterans' Affairs will set the joint strategic direction for the delivery of care and support through the Defence DVA Executive Committee (DDEC); and
- the Defence DVA Links Steering Committee (DLSC) will implement the joint strategic direction set by the DDEC through:
 - negotiated joint and agreed positions on both policy and programs affecting shared clients and on issues of implementation where appropriate;
 - the initiation and oversight of joint programs, projects or initiatives aimed at improving the way eligible wounded, injured or ill members, and their families, are supported and cared for; and
- these joint governance arrangements are to complement the role of the Military Rehabilitation and Compensation Commission and the Repatriation Commission which will continue to operate in accordance with the relevant legislation.

10.2 The Parties' respective, and joint, responsibilities for the delivery of care and support are measured and reported. To achieve this, the Parties will:

- define ownership of the different parts of the Support Continuum and hold the relevant owners accountable for performance against agreed metrics;
- monitor and report trends in process and practice and implement improvements to ensure the continued effectiveness of the Support Continuum;
- assess the effectiveness of the Support Continuum using agreed metrics; and
- use feedback from current and former members, and their families, to inform system evaluation and for collaborative efforts in research to inform policy and program development.

PARTIES UNDERTAKINGS

11 Collegiate Approach

11.1 In meeting their individual and collective responsibilities, the Parties commit to a collegiate approach to the provision of care and support, the development and implementation of policy and programs and the provision of services.

11.2 The Parties recognise the importance of the services and support provided to current and former members by other Government agencies, and by the External Support Community. The Parties agree to engage, individually and jointly, with these agencies and organisations

in a manner that reflects the agreements and undertakings between the Parties set out in this MoU.

12 Provision of services

- 12.1 The Parties agree to provide the services as agreed from time to time and as described in the Schedule(s).
- 12.2 The Parties agree to provide the services in a professional, timely and cost-effective manner in accordance with agreed standards of performance described in the Schedule(s).
- 12.3 In relation to the services which either Party agrees to deliver to the other Party, as outlined in the Schedule(s), the delivering Party undertakes to provide contact point(s) regarding the monitoring of service delivery queries for each Schedule.

13 Staffing

- 13.1 Each Party will ensure that it provides adequate and appropriate staff to undertake any agreed policy or program development and any agreed services as specified in the Schedule(s).
- 13.2 Each Party agrees to immediately notify the other Party if it does not have a sufficient number of Personnel to meet its commitment to policy and program development and/or provide the services uninterrupted.
- 13.3 Each Party agrees to immediately notify the other Party if there are any proposed changes to the key Personnel providing the services.

14 Accommodation

- 14.1 The Parties will ensure that they comply with the facility and accommodation requirements set out in any Schedule(s), in any agreed program or project documentation or elsewhere in this MoU.

15 Performance Monitoring

- 15.1 The Parties agree to monitor performance under this MoU in accordance with the direction of the DDEC and/or the DLSC and the Schedule(s).
- 15.2 Each Party agrees to do all things reasonably necessary to enable the other Party to monitor performance against the measures and indicators set down by the DDEC and/or the DLSC or listed in the Schedule(s).

16 Delegations, access and funding

- 16.1 Each Party agrees to do all things reasonably necessary to ensure that the other Party, and its personnel, can meet their obligations under any policy, program, project or initiative approved by the DLSC, or perform the Services set out in Schedules properly, including:
 - providing appropriate authority where necessary (eg, delegations);

- where appropriate, consulting and involving the other Party on any proposed amendments to relevant legislation so that products and services arising from changes to one Party's policy can be effectively and efficiently implemented by the other Party;
- providing appropriate information, documentation, training, equipment, communication linkages and software required for effective service delivery;
- giving immediate notification of any amendments to the information required under the relevant program, project or initiative, or the Schedule(s); and
- making approved funding available on the terms set out in the approved program, project or initiative documentation, or the Schedule(s).

16.2 Funding is subject to applicable financial approvals.

FUNDING ARRANGEMENTS

17 Fees

17.1 The Parties agree, on receiving a correctly rendered invoice under provision 18.3, to pay fees and reimburse costs in accordance with any approved project, program, initiative or Schedule.

18 Invoices

18.1 Each Party acknowledges that it is currently able to accept payment electronically and will provide appropriate and necessary account details supported by an electronic remittance advice.

18.2 Each Party agrees to submit invoices in accordance with the approved program, project or initiative documentation or the Schedule(s). Subject to acceptance of the Services by the other Party, invoices will be paid within 30 days after receipt of an invoice that correctly specifies:

- a reference to the Party providing the services, this MoU and the relevant program, project, initiative or schedule;
- sufficient detail to allow the other Party to clearly understand the relevant Services, deliverables and timing to which the claim for fees and reimbursements relates; and
- where GST applies, anything required to ensure the invoice is also a tax invoice complying with statutory requirements.

19 Deferment

19.1 Each Party may defer any payment until the other Party has completed a relevant aspect of the project, program, initiative or Service, or has prepared a compliant invoice, relating to payment. If a claim for payment is not approved, the Party rejecting the payment shall notify the other party within 14 days of the receipt of invoice and provide reasons for rejecting payment and any action to be taken by the other Party for the invoice to be rendered correct for payment.

20 Discrepancies

20.1 Each Party agrees that the other Party may:

- check and rectify discrepancies in any payments or assistance; and
- offset any overpayment against future payments.

MATERIAL: PROVISION, CUSTODY, DISCLOSURE OF INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND CONFLICT OF INTEREST

21 Provision of Material

21.1 The Parties will provide the Material listed in any approved program, project or initiative documentation or in an approved Schedule.

22 Custody of Material

22.1 Ultimate custody of DVA Material and Defence Material remains vested in DVA and Defence, respectively.

22.2 Each Party agrees to:

- promptly notify the other Party about any potential loss of that Party's Material; and
- not dispose, or transfer custody or ownership, of any of the other Party's Material that equates to a "Commonwealth record" under the *Archives Act 1983* (Clth) without the prior written approval from that Party.

22.3 Each Party agrees to:

- promptly ensure it is satisfied about the suitability of Material;
- ensure that use and storage of Material occurs only according to statutory and security requirements relating to such information, and according to this MoU;
- use, maintain, protect and disclose Material appropriately and following any conditions notified by the other Party; and
- promptly deliver to the other Party any relevant Material belonging to that Party which it holds, or controls, at the MoU's end.

23 Disclosure of Information

23.1 Where a Party discloses Personal Information, as defined by the *Privacy Act, 1988* (Privacy Act), to the other Party, the other Party agrees to only hold, use, disclose and dispose of that information in accordance with the Privacy Act and the Australian Privacy Principles.

23.2 Each Party agrees that, for corporate governance requirements, the other Party may, unless specifically prohibited elsewhere in this MoU, report any required details in that Party's annual report.

24 Intellectual Property Rights

24.1 The title to and ownership of Intellectual Property in all Material generated by activities related to any program, project or initiative undertaken at the direction of the DDEC and/or the DLSC, or as part of any Services specified in the Schedules to this MoU, shall vest upon its creation in the Commonwealth. The Parties shall have joint responsibility for such Intellectual Property and, subject to the following restrictions, both Parties shall have full rights to access and use the material freely so long as:

- neither Party shall report or publish findings produced under this MoU without the express written permission of the other Party;
- neither Party shall modify any completed report or publication produced under this MoU without the express permission of the other Party;
- each Party must obtain written approval of the other Party before commercially exploiting Intellectual Property Rights created under this MoU; and
- neither Party shall assign any interest in the material to a third party without the express permission of the other.

24.2 Vesting of joint ownership in the Parties of the Intellectual Property under clause 24.1 does not apply to pre-existing Intellectual Property in Material. In such circumstances, the party owning the pre-existing Intellectual Property grants to the other party a non-exclusive licence to use the pre-existing Intellectual Property for purposes of this MOU subject to the same restrictions that apply to newly created Intellectual Property under clause 24.1.

25 Conflict of Interest

25.1 Each Party warrants that, at the date of signing this MoU or subsequent Schedules, no conflict of interest exists or is likely to arise in the performance of its obligations under this MoU. If, during the term of this MoU, or the term of a Schedule, a conflict or risk of conflict of interest arises, each Party undertakes to notify the other Party immediately in writing of that conflict or risk of conflict of interest.

COMMUNICATION MANAGEMENT

26 Communication

26.1 The Parties agree to work jointly to promote effective communication between the two Departments and with stakeholders including the relevant Ministers within the Defence portfolio; current and former members and their families; and the External Support Community. The mechanisms used for informing stakeholders of the Parties' initiatives include, but are not limited to, the web sites of both Departments, Service newspapers, "Defence Family Matters" (published by Defence) and Vet affairs (published by DVA).

26.2 The key documentation covering approved programs, projects initiatives or Schedules will detail the officers responsible for the joint monitoring of the programs, projects, initiatives or Schedules. Progress of, and issues arising within, the programs, projects, initiatives or Schedules will be discussed as provided for in the relevant documentation. No existing Schedules will be renegotiated and no new Schedules will be established without joint reference to the appropriate sponsors in each Department.

27 NOTICES

27.1 Any notice, request or other communication served in relation to this MoU shall be in writing and delivered promptly to the addresses specified below:

	Defence	DVA
Position	Deputy Secretary, Defence People Group	Chief Operating Officer
Postal Address	R1-1-C001 Russell Offices Department of Defence ACT 2600	GPO Box 9998 Canberra ACT 2601
Telephone	(02) 6265 7339	(02) 6289 6744
E-mail	rebecca.skinner@defence.gov.au	liz.cosson@dva.gov.au

27.2 Any notice, request or other communication served in relation to a Schedule to this MoU shall be in writing and delivered promptly to the addresses specified in the attached Schedules under 'Notices'.

28 Regular meetings

28.1 The Parties will meet on a regular basis to discuss the progress of any extant task identified in any approved program, project or initiative documentation or the Schedule/s, including ways to improve management of this MoU, the collaboration between the Parties and any Service being provided by one Party to the other.

28.2 The principal strategic body for all activities under this MoU is the DDEC which is to meet no less than once per calendar year. The Membership and Terms of Reference for the DDEC are set out at Annex A.

28.3 The DLSC, which is responsible for implementing the strategic direction set by the DDEC and for monitoring both the progress of the MoU and the performance of the Support Continuum, is to meet no less than three times per calendar year. The Membership and Terms of Reference for the DLSC are set out at Annex B.

28.4 The signatories to each Schedule are to meet regularly to ensure the delivery of effective services.

29 Complaints

29.1 The Parties will:

- record and notify the other Party immediately of any complaint or claim associated with the delivery of support, where there is shared responsibility, or with Services delivered under the attached Schedules;
- consult with the other Party to determine on a case by case basis who is in the best position to deal with the complaint or claim; and

- respond in a timely manner to requests for assistance by the other Party regarding a complaint or claim.

30 Managing Issues Between The Parties

- 30.1 Disputes are intended to be resolved by consultation or negotiation between the Parties and not be referred to a third party or tribunal.
- 30.2 Where any dispute arises under this MoU, both Parties agree that they will endeavour in good faith to resolve the dispute expeditiously and amicably, using the following procedures:
- initial negotiation on the matter in dispute will be undertaken between the Department personnel responsible for monitoring the relevant joint programs, projects, initiatives or attached Schedules;
 - if not resolved through the initial negotiation, the matter will then be referred for resolution through negotiation between the relevant Assistant Secretaries (or equivalent) within the Departments, or their delegates;
 - if not resolved, the matter will be referred for resolution between the relevant Deputy Secretaries the Departments; and
 - if not resolved, the matter will be referred for final resolution between the Secretaries of the Departments.
- 30.3 Despite the existence of a dispute, each Party will (unless requested not to do so by the other Party) continue to perform its obligations under this MoU.

31 MoU variations

- 31.1 This MoU may be varied at any time with the mutual written consent of both Parties. Variations to this MoU must be in writing and cleared by the DLSC before they are signed by the Parties' authorised representatives.

32 Review of Services and MoU Arrangements

- 32.1 The MoU shall formally be reviewed by both Parties once every two years after the commencement date of this MoU, or at the request of either Party. A summary of each review, along with any proposed amendment, is to be provided to the DLSC.
- 32.2 Schedules attached to this MoU are to be reviewed annually from the commencement date of Services under each Schedule or as otherwise specified within the Schedules. This review will be undertaken by the signatories of each Schedule or their authorised representatives. A summary of each review is to be provided to the DLSC.

33 Future Schedules

33.1 Defence and DVA may from time to time agree to additional Schedules to specify arrangements to provide additional facilities and Services to each other.

TRANSPARENCY AND ACCOUNTABILITY

34 Access to material and premises

34.1 For the purposes of government accountability and effective management of this MoU, the Parties agree to provide each other, and the relevant Accountability Personnel, with prompt access to:

- premises where the program or project or Services are or were being undertaken or delivered, including by its Personnel; and
- material relating to this MoU, wherever located.

35 Privacy

35.1 The Parties acknowledge their obligations to comply with relevant Commonwealth privacy legislation and policies, including the *Privacy Act 1988* (Cwlth) and directions from the Privacy Commissioner and/or Australian Information Commissioner.

35.2 The Parties agree to comply with the procedures for handling personal information set out in either the Schedule(s) or any approved program, project or initiative documentation, and elsewhere in this MoU.

35.3 In the event of any inconsistency between the procedures set out in the Schedule/s, any approved program, project or initiative documentation and this MoU, the procedures set out in this MoU shall prevail.

36 Protective security

The Parties acknowledge their obligations to comply with the Commonwealth Protective Security Framework.

THE SIGNATURES PAGE

Signed for and on behalf of the Department of Defence:



Dennis Richardson, AO
Secretary

30/6/2016

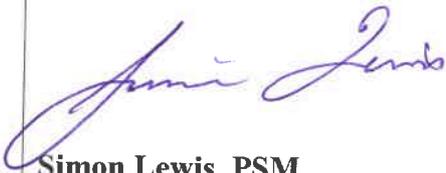
Signed for and on behalf of the Australian Defence Force:



MD Binskin, AC
Air Chief Marshal
Chief of the Defence Force

30/6/2016

Signed for and on behalf of the Department of Veterans' Affairs:



Simon Lewis, PSM
Secretary

30/6/16

Annexes:

- A. Defence DVA Executive Committee - Membership and Terms of Reference
- B. Defence DVA Links Steering Committee - Membership and Terms of Reference

Attachments:

- 1. Standard Schedule Format

**DEFENCE DVA EXECUTIVE COMMITTEE (DDEC) MEMBERSHIP
AND TERMS OF REFERENCE**

1. The MoU between Defence and DVA for the Cooperative Delivery of Care and Support sets out the lasting, cooperative, framework under which Defence and DVA will work together to ensure that current and former members, and their families, are cared for and supported in the most effective manner.
2. The DDEC is the principal governing body within this framework and is responsible for setting the joint strategic direction for the delivery of such care and support.

Membership

3. The membership of the DDEC comprises the:
 - a) Secretary of the Department of Defence (Co-chair);
 - b) Chief of the Defence Force;
 - c) Secretary of the Department of Veterans' Affairs (Co-Chair);
 - d) Chief Operating Officer (DVA) ; and
 - e) Deputy Secretary, Defence People Group (Defence).

Terms of Reference

4. DDEC is responsible for setting joint strategic direction on:
 - a) policy and programs applying to shared clients,
 - b) the delivery of care and support,
 - c) engagement with the External Support Community,
 - d) emerging issues from contemporary operations,
 - e) emerging issues from the performance of the support continuum; and
 - f) other issues referred by the DLSC.

Meetings

5. The DDEC is to meet no less than once per calendar year.
6. The Chair of that annual meeting is to alternate between Defence and DVA.
7. DVA is to provide the Secretariat for the DDEC. The Secretariat is to develop and promulgate the agreed business rules that support the DDEC.

**DEFENCE DVA LINKS STEERING COMMITTEE (DLSC)
MEMBERSHIP AND TERMS OF REFERENCE**

1. The MoU between Defence and DVA for the Cooperative Delivery of Care and Support sets out the lasting, cooperative, framework under which Defence and DVA will jointly work to ensure that current and former members, and their families are cared for and supported in the most effective manner.
2. The Defence DVA Executive Committee (DDEC), the principal governing body within this framework, is responsible for setting the joint strategic direction for the delivery of such care and support.
3. The Defence DVA Links Steering Committee (DLSC) is responsible for implementing the strategic direction set by the DDEC and for monitoring both the progress of the MoU and the performance of the Support Continuum.

Membership

4. The membership of the DLSC comprises the:
 - a) Deputy Secretary, Defence People Group (Defence) (Co-chair)
 - b) Chief Operating Officer, (DVA) (Co-chair);
 - c) Deputy President (Repatriation Commission);
 - d) Repatriation Commissioner;
 - e) Head, People Capability (Defence);
 - f) Commander, Joint Health Command (Defence);
 - g) First Assistance Secretary, Health and Community Services (DVA);
 - h) First Assistance Secretary, Rehabilitation and Support (DVA); and
 - i) Principal Medical Adviser, (DVA).

Terms of Reference

5. The DLSC is responsible for:
 - a) the implementation of the joint strategic direction set by the DDEC through negotiated joint and agreed positions on both policy and programs applying to shared clients, and on issues of implementation where appropriate;
 - b) the performance of the Support Continuum to ensure the delivery of care and support continues to meet the guidance set by the DDEC;

- c) the management of joint programs or initiatives designed to improve the operation of the support continuum;
- d) the development of joint policies and/or programs required to address issues emerging from contemporary operations;
- e) the development of joint communications strategies and initiatives to further promote individual and collective improvements in the delivery of care and support;
- f) the oversight of the joint relationship, and joint engagement, with the External Support Community;
- g) the management and periodic review of the MoU between Defence and DVA; and
- h) ensuring that the DDEC is kept informed on the overall performance of the care and support continuum, and on strategic trends or issues, either annually or more frequently if required.

Meetings

- 6. The DLSC is to meet no less than 3 times per calendar year.
- 7. The Chair is to alternate between Defence and DVA.
- 8. DVA is to provide the Secretariat for the DLSC. The Secretariat is to develop and promulgate the agreed business rules that support the DLSC.

STANDARD SCHEDULE TEMPLATE

Schedule # to
MoU between Defence and DVA
Dated 30 June 2016

Date of Schedule:

SCHEDULE # - SCHEDULE TITLE

Cover Sheet:

Description of Services/Agreement: *This Schedule sets(provide a short summary of the intent of the Schedule – ideally no more than 2 paragraphs.)*

Key Points of Contact:

	Defence	DVA
Position	<i>List the appointment within Defence who is responsible for the operation of this schedule. Normally to be at Band 1/1 Star or above</i>	<i>Likewise, list the DVA counterpart</i>
Postal Address	Russell Offices Department of Defence ACT 2600	GPO Box 9998 Woden ACT 2606
Telephone		
Fax		
E-mail		

Expiry Date:

Date of Schedule:

SCHEDULE TITLE

This Schedule sets out the *(insert the Services to be provided, work to be performed or agreement on cooperation and/or support)* as agreed between DVA and Defence.

This Schedule takes effect on the date at the top of the Schedule, must be signed by both Parties. Once signed, this Schedule incorporates the provisions, and forms part, of the MoU.

Schedule No: *(provided by DLSC Secretariat)*

Title:

Description of Services/Agreement: *This Schedule sets(provide a short summary of the intent of the Schedule – ideally no more than 2 paragraphs)*

Start Date:

End Date:

The body of the Schedule must contain at least the following sections, even if there is no requirement (in which case insert 'not applicable'):

Table of Contents

Glossary of Specific Terms

Part A: DVA's Obligations and Work to be performed

(amend the Dept listed in Part A and B to reflect the service provider (Part A) and receiver (Part B))

Part B: Defence's Obligations and Work to be performed

Part C: Facilities and Accommodation Requirements

Part D: Funding Schedule

Part E: Personnel Required

Part F: Monitoring and Evaluation *(must be completed)*

Part G: Performance Measures and Standards *(must be completed)*

Part H: Special Provisions

(where required to override any condition in the MoU as per provision 6.2)

Part I: Authorised Points of Contact and Addresses for Notices *(Include the appointment within Defence who is responsible for the operation of this schedule. Normally to be at Band 1/1 Star or above as well any working level points of contact for day to day administration.*

Signatures Page

Attachments: *For example, a copy of the proposal*