

**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  
to Eligible Persons**

## DOCUMENT INFORMATION

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# TABLE OF CONTENTS

<b>DOCUMENT INFORMATION</b>	<b>2</b>
<b>DOCUMENT HISTORY</b>	<b>2</b>
<b>TABLE OF CONTENTS</b>	<b>4</b>
<b>THE PROVISIONS</b>	<b>5</b>
<b>PURPOSE, PARTIES, PERIOD AND LEGAL EFFECT</b>	<b>5</b>
<b>1 INTRODUCTION</b>	<b>5</b>
<b>2 PURPOSE</b>	<b>6</b>
<b>3 PARTIES</b>	<b>6</b>
<b>4 PERIOD</b>	<b>7</b>
<b>5 LEGAL EFFECT</b>	<b>7</b>
<b>GOVERNING PRINCIPLES</b>	<b>8</b>
<b>6 GENERAL PRINCIPLES</b>	<b>8</b>
<b>7 OPERATING PRINCIPLES</b>	<b>8</b>
<b>8 GOVERNANCE</b>	<b>9</b>
<b>PARTIES UNDERTAKINGS</b>	<b>10</b>
<b>9 COLLEGIATE APPROACH</b>	<b>10</b>
<b>10 PROVISION OF SERVICES</b>	<b>10</b>
<b>11 STAFFING</b>	<b>11</b>
<b>12 ACCOMMODATION</b>	<b>11</b>
<b>13 PERFORMANCE MONITORING</b>	<b>11</b>
<b>14 DELEGATIONS, ACCESS AND FUNDING</b>	<b>11</b>
<b>FUNDING ARRANGEMENTS</b>	<b>12</b>
<b>15 FEES</b>	<b>12</b>
<b>16 INVOICES</b>	<b>12</b>
<b>17 DEFERMENT</b>	<b>12</b>
<b>18 DISCREPANCIES</b>	<b>12</b>
<b>MATERIAL: PROVISION, CUSTODY, DISCLOSURE OF INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND CONFLICT OF INTEREST</b>	<b>13</b>
<b>19 PROVISION OF MATERIAL</b>	<b>13</b>
<b>20 CUSTODY OF MATERIAL</b>	<b>13</b>
<b>21 DISCLOSURE OF INFORMATION</b>	<b>13</b>

<b>22</b>	<b>INTELLECTUAL PROPERTY RIGHTS.....</b>	<b>14</b>
<b>23</b>	<b>CONFLICT OF INTEREST .....</b>	<b>14</b>
	<b>COMMUNICATION MANAGEMENT .....</b>	<b>14</b>
<b>24</b>	<b>COMMUNICATION.....</b>	<b>14</b>
<b>25</b>	<b>NOTICES.....</b>	<b>15</b>
<b>26</b>	<b>REGULAR MEETINGS .....</b>	<b>15</b>
<b>27</b>	<b>COMPLAINTS.....</b>	<b>15</b>
<b>28</b>	<b>MANAGING ISSUES BETWEEN THE PARTIES .....</b>	<b>16</b>
<b>29</b>	<b>MOU VARIATIONS .....</b>	<b>16</b>
<b>30</b>	<b>REVIEW OF SERVICES AND MOU ARRANGEMENTS.....</b>	<b>16</b>
<b>31</b>	<b>FUTURE SCHEDULES .....</b>	<b>16</b>
	<b>TRANSPARENCY AND ACCOUNTABILITY.....</b>	<b>17</b>
<b>32</b>	<b>ACCESS TO MATERIAL AND PREMISES .....</b>	<b>17</b>
<b>33</b>	<b>PRIVACY .....</b>	<b>17</b>
<b>34</b>	<b>PROTECTIVE SECURITY.....</b>	<b>17</b>
	<b>INTERPRETING THIS MOU .....</b>	<b>17</b>
<b>35</b>	<b>DEFINITIONS .....</b>	<b>17</b>
	<b>THE SIGNATURES PAGE.....</b>	<b>20</b>
	<b>DEFENCE DVA EXECUTIVE COMMITTEE (DDEC) MEMBERSHIP AND TERMS OF REFERENCE ...</b>	<b>21</b>
	<b>DEFENCE DVA LINKS STEERING COMMITTEEMEMBERSHIP AND TERMS OF REFERENCE.....</b>	<b>22</b>
	<b>STANDARD SCHEDULE TEMPLATE.....</b>	<b>24</b>

## **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 all our members, past and present, and their eligible families.
- 1.2 Research has shown that close, and ongoing, cooperation between DVA and Defence, and DVA engagement with Australian Defence Force (ADF) members as early as possible following an injury or illness, results in better outcomes for members and their families, particularly where the member is identified for medical separation from the ADF.
- 1.3 Consequently, and recognising that responsibility for the delivery of the necessary care and support is shared, the Parties have agreed the need for a lasting, cooperative, framework that

covers joint responsibilities across workplace health and safety, health care, rehabilitation, compensation and transition from the ADF into civilian life and thereafter. For the purposes of this MoU, the systems that deliver against these responsibilities comprise the Support Continuum.

## **2 Purpose**

2.1 The purpose of this Memorandum of Understanding, referred to herein as the 'MoU', is to set out the governing principles, and provisions, by which the Parties will work cooperatively to deliver care and support to eligible Australian:

- widows, widowers and dependants;
- wounded, injured or ill members;
- members in transition and adjustment to civilian life; and
- current and former members of the ADF with eligibility under:
  - the *Veterans' Entitlements Act 1986* (Cth) (VEA Act);
  - the *Safety, Rehabilitation and Compensation Act 1988* (Cth); and/or
  - the *Military Rehabilitation and Compensation Act 2004* (Cth) (MRC Act).

2.2 In establishing this MoU, both Parties acknowledge that:

- Defence has the lead in caring for, and supporting, serving members;
- DVA has the lead in caring for, and supporting, widows/widowers and dependants and wounded, injured or ill ex-service members; and
- DVA is responsible for providing compensation and other support to eligible members still serving.

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

2.4 The Parties therefore agree to provide such Services to each other as may be required from time to time during the term of this MoU. The details of any Services will be set out in the Combined Schedule and Work Order form at Attachment 1 (referred to in this MoU as Schedules). All Schedules are to conform to the format shown at Attachment 1.

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

## **3 Parties**

3.1 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.

DVA, under the VEA Act, provides support to the Repatriation Commission, a Commonwealth body corporate enacted under that Act. DVA, under MRC Act, also provides support to the Military Rehabilitation and Compensation Commission (MRCC), a Commonwealth body corporate enacted under that Act. DVA, the Repatriation Commission and the MRCC are described collectively on occasion as DVA.

#### **4 Period**

- 4.1 This MoU shall commence upon 5 February 2013 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 Legal effect**

- 5.1 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

## 6 General Principles

**6.1 The Parties will work together to ensure that eligible wounded, injured or ill ADF 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 ADF 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 the time taken to make a determination, to reduce the burden on applicants;
- ensure eligible members, and their families, understand how the system will support them during and after their ADF service;
- implement enhancements under the Support for Wounded, Injured or Ill Program; and
- align Defence and DVA Mental Health information, access and treatment.

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

**6.3 The Parties will provide other support and Services as may be agreed from time to time and as set out in the Schedules to this MoU.**

## 7 Operating Principles

**7.1 To ensure that the funding arrangements that support the rehabilitation of members are defined and understood, the Parties will:**

- ensure that the relevant policies within each Department reflect the fact that Defence remains 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 of eligible members transfers to DVA; and
- establish and maintain an escalation process to ensure that any case where there is uncertainty over funding responsibility is resolved as a matter of urgency.

**7.2 The Parties will share information to ensure that assessment and liability determination occurs as close as possible to the time the injury occurs. To achieve this, the Parties will:**

- develop, implement and maintain joint policy on the sharing of information and resolve issues relating to privacy and consent;



- ensure that the notification of operational casualties is streamlined through a defined process agreed to in writing by the Parties;
- ensure that the information flow is two-way by providing Defence with visibility of the liability determinations made by DVA; and
- monitor, evaluate and refine 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.

**7.3 Communication with wounded, injured or ill ADF members, and supporting agencies, will reflect the joint responsibilities of Defence and DVA.** 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 eligible members how the system is there to support them and explains the roles of Defence and DVA in the rehabilitation and support processes;
- increase serving members' awareness of DVA through initiatives such as the On-Base Advisory Service to jointly shape the ADF member's expectations of the support and services available after transition from the ADF; and
- improve Command understanding of entitlements and support available to injured or ill serving members to ensure ADF members receive the best possible support and care.

## **8 Governance**

**8.1 Governance arrangements will facilitate collaborative policy and program development and allow for engagement on emerging issues affecting both Departments.** 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 through the Defence DVA Executive Committee (DDEC);
- the Defence DVA Links Steering Committee (Links Steering Committee) will implement the joint strategic direction through:
  - negotiated joint and agreed positions on both policy and programs affecting shared clients and on implementation issues where appropriate;
  - the initiation and oversight of joint programs, projects or initiatives aimed at improving the way eligible wounded, injured or ill ADF members, and their families, are supported and cared for; and
- such joint governance arrangements will complement the role of the Military Rehabilitation and Compensation Commission, and sub-committee, which will continue to operate in accordance with the relevant legislation.

**8.2 The Parties' respective, and joint, responsibilities for the support of wounded, injured or ill 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 system performance against agreed metrics;
- monitor and report trends in both 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 ADF members to inform system evaluation and for collaborative efforts in research to inform program development.

## **PARTIES UNDERTAKINGS**

### **9 Collegiate Approach**

- 9.1 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.
- 9.2 The Parties recognise the importance of the services and support provided to ADF and former ADF members by other Government agencies, and by the organisations that make up the ex-Service community, and agree to engage, both individually and jointly, with these agencies and organisations in a manner that reflects the agreements and undertakings between the Parties in this MoU.

### **10 Provision of services**

- 10.1 The Parties agree to provide the Services as agreed from time to time and as described in the Schedule/s.
- 10.2 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.
- 10.3 In relation to the Services which either Party agrees to deliver to the other Party, as outlined in the Schedules, the delivering Party undertakes to:
- where appropriate, consult and involve the other Party on any proposed amendments to relevant legislation so that products and services arising from changes to one Party's policy for the specific Services can be effectively and efficiently implemented by the other Party;
  - provide appropriate authority (eg, delegations) to relevant officer/s of the other Party;
  - provide appropriate information, documentation, training, equipment, communication linkages and software required for effective service delivery; and
  - provide contact point(s) regarding the monitoring of service delivery queries for each Schedule.

## **11 Staffing**

- 11.1 Each Party will ensure that it provides adequate and appropriate staff to undertake both policy and program development and the agreed services as specified in the Schedule/s.
- 11.2 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.
- 11.3 Each Party agrees to immediately notify the other Party if there are any proposed changes to the key Personnel providing the Services.

## **12 Accommodation**

- 12.1 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.

## **13 Performance Monitoring**

- 13.1 The Parties agree to monitor performance under this MoU in accordance with the direction of the DDEC and/or the Links Steering Committee and the Schedule/s.
- 13.2 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 Links Steering Committee or listed in the Schedule/s.

## **14 Delegations, access and funding**

- 14.1 Each Party agrees to do all things reasonably necessary to ensure that the other Party, and its Personnel, can meet their obligations under any program, project or initiative approved by the Links Steering Committee, or perform the Services set out in Schedules properly, including:
  - providing appropriate authority (eg, delegations);
  - providing appropriate information, documentation and training;
  - giving immediate notification of any amendments to the information required under the relevant program, project or initiative, or the Schedule/s; and
  - making funding available on the terms set out in the approved program, project or initiative documentation, or the Schedule/s.

## **FUNDING ARRANGEMENTS**

### **15 Fees**

15.1 The Parties agree, on receiving a correctly rendered invoice under provision 17.3, to pay fees and reimburse costs in accordance with any approved project, program, initiative or Schedule.

### **16 Invoices**

16.1 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.

16.2 The Parties further acknowledge that it may become necessary, over the term of this MoU, to provide invoices in electronic form only.

16.3 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.

### **17 Deferment**

17.1 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.

### **18 Discrepancies**

18.1 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**

## **19 Provision of Material**

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

## **20 Custody of Material**

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

20.2 Each Party agrees to:

- promptly notify the other Party about any potential loss of that Party's Material; and
- make no disposal, transfer of custody or ownership, of any of the other Party's Material that equates to a "Commonwealth record" under the *Archives Act 1983* (Cth) without the prior written approval from that Party.

20.3 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.

## **21 Disclosure of Information**

21.1 The Parties shall not, without the prior written approval of the other Party, disclose to any person other than Personnel of that Party, any Material which is in the custody of the other Party or is MoU Material. In giving written approval, a Party may impose such terms as it thinks fit.

21.2 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.

21.3 Each Party may at any time require the other Party to give, and to arrange for its Personnel engaged in the performance of the MoU to give, written undertakings, in a form prescribed by it, relating to the non-disclosure of confidential information. The Party required to seek such undertakings shall promptly arrange for all such undertakings to be given.

21.4 The Parties are bound by the provisions of the *Freedom of Information Act 1982* (Cth).

## **22 Intellectual Property Rights**

22.1 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 Links Steering Committee, 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 Material and, subject to the following restrictions, both Parties shall have full rights to access and use the material freely:

- 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.

## **23 Conflict of Interest**

23.1 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, 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**

### **24 Communication**

24.1 Defence and DVA will work jointly to promote effective communication between the two Departments and with stakeholders including the relevant Ministers within the Defence portfolio, serving members, ex-service organisations and the Veteran community. The mechanisms used for informing stakeholders of Defence and DVA 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).

24.2 Defence and DVA will provide timely notification to each other of any proposed changes to legislation, funding levels or policy which may impact on the Services being delivered by the other Party.

24.3 The key documentation covering approved programs, projects or initiatives, or the 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.

## 25 NOTICES

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

	<b>Defence</b>	<b>DVA</b>
Position	Deputy Secretary, Defence People Group	Deputy President, Repatriation Commission
Postal Address	R1-1-C001 Russell Offices Department of Defence ACT 2600	GPO Box 9998 Canberra ACT 2600
Telephone	(02) 6265 7339	(02) 6289 6744
Fax	(02) 6265 6349	(02) 6289 6257
E-mail	<a href="mailto:carmel.mcgregor@defence.gov.au">carmel.mcgregor@defence.gov.au</a>	<a href="mailto:shane.carmody@dva.gov.au">shane.carmody@dva.gov.au</a>

25.2 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'.

## 26 Regular meetings

26.1 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.

26.2 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.

26.3 The Links Steering Committee, 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 quarterly. The Membership and Terms of Reference for the Links Steering Committee are set out at Annex B.

26.4 The signatories to each Schedule are to meet regularly to ensure the delivery of effective services (but no less than twice per year).

## 27 Complaints

27.1 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.

## **28 Managing issues between the parties**

28.1 Disputes are intended to be resolved by consultation or negotiation between the Parties and not be referred to a third party or tribunal.

28.2 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 Defence and DVA officers 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 Secretary within DVA, or their delegate, and the appropriate Assistant Secretary within Defence, or their delegate;
- if not resolved, the matter will be referred for resolution between the relevant Deputy Secretaries or equivalent; and
- if not resolved, the matter will be referred for final resolution between the Secretaries of the Departments.

28.3 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.

## **29 MoU variations**

29.1 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 Links Steering Committee before they are signed by the Parties' authorised representatives.

## **30 Review of Services and MoU Arrangements**

30.1 The MoU shall formally be reviewed by both Parties once every two years after the commencement 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 Links Steering Committee.

30.2 Schedules attached to this MoU will 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 Links Steering Committee.

## **31 FUTURE SCHEDULES**



31.1 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**

### **32 Access to material and premises**

32.1 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.

### **33 Privacy**

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

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

33.3 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.

### **34 Protective security**

The Parties acknowledge their obligations to comply with the Australian Government Information Security Manual.

## **INTERPRETING THIS MoU**

### **35 Definitions**

35.1 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) is a reference to the Schedules (or an Attachment) to this MoU, including as amended or replaced from time to time by agreement in writing between the Parties.

35.2 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.

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

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

<b>Accountability Personnel</b>	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.
<b>Australian Defence Force (ADF) Member</b>	For the purpose of this MoU, a <b>Member</b> means: <ul style="list-style-type: none"> <li>a. a member of the Permanent Navy, the Regular Army or the Permanent Air Force; or</li> <li>b. a member of the Reserves who is either: <ul style="list-style-type: none"> <li>(1) rendering continuous full-time service; or</li> <li>(2) is injured or falls ill as a result of their Reserve duty while rendering other than continuous full-time service.</li> </ul> </li> </ul>
<b>Attachment</b>	Means a document attached to this MoU.
<b>Commonwealth</b>	Means the Commonwealth of Australia.
<b>DDEC</b>	Means the Defence DVA Executive Committee.
<b>Defence</b>	Means the Commonwealth of Australia, as represented by and acting through the Department of Defence, and includes its Personnel.
<b>Eligible Member</b>	Means an <b>ADF Member</b> who has, or potentially has, a benefit under one or a number of the Acts listed in clause 2.1.
<b>Links Steering Committee</b>	Means the Defence DVA Links Steering Committee.
<b>Department</b>	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.
<b>DVA</b>	Means the Commonwealth of Australia, as represented by and acting through the Department of Veterans' Affairs, and includes its Personnel.
<b>Defence Material</b>	Means Material Defence produces under the MoU or that DVA obtains from Defence or Material copied or derived from the Material produced or obtained therefrom.
<b>DVA Material</b>	Means Material DVA produces under the MoU or that Defence obtains from DVA or Material copied or derived from the Material produced or obtained therefrom
<b>Intellectual Property Rights</b>	Means all rights in relation to: <ul style="list-style-type: none"> <li>(a) inventions (including patents rights) and plant breeder's rights;</li> <li>(b) registered and unregistered trade marks (including service marks), registered and unregistered design rights, business</li> </ul>

	<p>names and official emblems and crests;</p> <p>(c) copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how); and</p> <p>(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.</p>
<b>Material</b>	Includes any goods, documentation, data, records or information recorded in any form.
<b>Military Rehabilitation and Compensation Commission (MRCC)</b>	Means the body corporate enacted under the <i>Military Rehabilitation and Compensation Act 2004</i> (Cth) or any other government agency that carries out functions equivalent to the Military Rehabilitation and Compensation Commission.
<b>MoU</b>	Means this document plus any Schedules and/or Attachments. This MoU does not include the title page, table of contents or headings although these may help clarify any inconsistencies.
<b>Party</b>	Means, as applicable, Defence, DVA and their respective Personnel.
<b>Personnel</b>	Includes any Party's officers, partners, employees, agents, volunteers, bailees, contractors, subcontractors, executors, administrators, substitutes, successors, licensees or assigns.
<b>Repatriation Commission</b>	Means the body corporate enacted under the <i>Veterans' Entitlements Act 1986</i> (Cth) or any other government agency that carries out functions equivalent to the Repatriation Commission.
<b>Special Provisions</b>	Means any provisions set out in Part H of a Schedule to this MoU.
<b>Secretary</b>	Means the individual performing the duties of Secretary of the Department or any individual the Secretary designates in writing to perform that office.
<b>Services</b>	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.
<b>Schedules</b>	Means any Schedules to this MoU.
<b>Support Continuum</b>	The coordinated and integrated support system that extends across Defence and Veterans' Affairs to deliver the required level of care and support to wounded, injured or ill eligible members and ex-members of the ADF.

## THE SIGNATURES PAGE

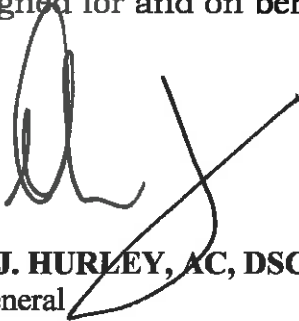
Signed for and on behalf of the Department of Defence:



**Dennis Richardson, AO**  
Secretary

27/11/13

Signed for and on behalf of the Australian Defence Force:



**D.J. HURLEY, AC, DSC**  
General  
Chief of the Defence Force

15/11/13

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



**Simon Lewis, PSM**  
Secretary

12/12/13

Annexes:

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

Attachments:

- 1. Example of a Combined Schedule and Work Order

**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 to Eligible Persons sets out the lasting, cooperative, framework under which Defence and DVA will jointly work to ensure that eligible persons 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. Deputy President, Repatriation Commission; and
  - e. Deputy Secretary, Defence People Group.

**Terms of Reference**

4. The DDEC is responsible for:
  - a. ensuring that the delivery of the care and support to eligible persons remains effective and coordinated, is delivered in the most appropriate and respectful manner and takes into account emerging issues resulting from contemporary operations;
  - b. ensuring a collaborative approach to the engagement with the ex-service community on issues jointly impacting Defence and DVA; and
  - c. benchmarking the care and support continuum against best practice.

**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 COMMITTEEMEMBERSHIP  
AND TERMS OF REFERENCE**

8. The MoU between Defence and DVA for the Cooperative Delivery of Care and Support to Eligible Persons sets out the lasting, cooperative, framework under which Defence and DVA will jointly work to ensure that eligible persons are cared for and supported in the most effective manner.

9. 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.

10. The Defence DVA Links Steering Committee 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**

11. The membership of the Links Steering Committee comprises the:

- a. Deputy President, Repatriation Commission (DVA) (Co-chair);
- b. Deputy Secretary, Defence People Group (Defence) (Co-chair);
- c. Repatriation Commissioner (DVA);
- d. Head, People Capability (Defence);
- e. Head, People Policy and Culture (Defence);
- f. Commander, Joint Health Command (Defence);
- g. First Assistant Secretary Client and Commemorations (DVA);
- h. First Assistance Secretary Health and Community Services (DVA); and
- i. Principal Medical Adviser, (DVA).

**Terms of Reference**

12. The Links Steering Committee 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 implementation issues 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 ex-service community;
- g. the management and periodic review of the Memorandum of Understanding between Defence and DVA; and
- h. for 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**

- 13. The Links Steering Committee is to meet no less than 4 times per calendar year.
- 14. The Chair of that quarterly meeting is to alternate between Defence and DVA.
- 15. DVA is to provide the Secretariat for the Links Steering Committee. The Secretariat is to develop and promulgate the agreed business rules that support the Links Steering Committee.

**STANDARD SCHEDULE TEMPLATE**

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Schedule # to  
MoU between Defence and DVA  
Dated Nov 13

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:**

	<b>Defence</b>	<b>DVA</b>
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 35.2)*

**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*