



Australian Government

Department of Defence

Department of Veterans' Affairs

# **Memorandum of Understanding**

**between  
the Department of Defence  
and  
the Department of Veterans' Affairs  
for the**

**Cooperative Delivery  
of  
Veteran Wellbeing  
Support, Services  
and  
Transition System**

## DOCUMENT INFORMATION

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**THE PROVISIONS****PURPOSE, PARTIES, PERIOD AND LEGAL EFFECT****1. Introduction**

- 1.1 The Department of Defence (Defence) and Department of Veterans' Affairs (DVA) are committed to working closely and cooperatively to gain insights into veteran whole-of-life health and well-being outcomes and to ensure veterans of the Australian Defence Force (ADF) and families have the support they need while rendering service and throughout their transition journey to enable positive outcomes for their future.
- 1.2 Close and ongoing cooperation between DVA and Defence, and ongoing DVA engagement with veterans as early as practical in their careers, throughout their service and during and after their separation or transfer results in better outcomes for veterans and families.
- 1.3 Recognising the shared responsibility for the co-operative delivery of veteran wellbeing, support, services and transition, the Parties have established an enduring, cooperative framework that covers joint responsibilities across the continuum of transition including family and mental health and wellbeing support, and ADF Health Care. For the purposes of this Memorandum of Understanding (MoU), the systems that support these responsibilities comprise the Strategies for: Veterans Transition, Defence and Veteran Mental Health and Wellbeing, the Defence and Veteran Family Wellbeing and ADF Health.

**2. Parties**

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

**3. Purpose**

- 3.1 The purpose of this MoU is to set out the governing principles and provisions by which the Parties will work cooperatively to:
  - 3.1.1 Support transition, family and mental health and wellbeing and ADF Health care, support and services to veterans, including those with eligibility under:
    - 3.1.1.1 the *Veterans' Entitlements Act 1986* (VEA)
    - 3.1.1.2 the *Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988* (DRCA)
    - 3.1.1.3 the *Military Rehabilitation and Compensation Act 2004* (MRCA)
  - 3.1.2 Provide care and support to widows, widowers and dependants with eligibility under the VEA, DRCA and/or MRCA.
  - 3.1.3 Share Data and Information to optimise the health and wellbeing outcomes of the ADF and veteran community.
  - 3.1.4 Ensure the smooth transition of veterans from Defence to DVA.

- 3.1.5 Recognise the service of veterans.
- 3.1.6 Collaborate on research of interest to both Parties, to optimise the health and wellbeing outcomes of the ADF and veteran community.
- 3.2 In establishing this MoU, both Parties acknowledge that:
  - 3.2.1 Defence has the lead in promoting, caring for, and supporting the health and wellbeing of SERCATs 6 and 7 and members on SERVOP C, D and G and SERCATs 3,4 and 5 whilst rendering ADF service.
  - 3.2.2 Defence has the lead in developing and implementing preventative strategies to enable the health and wellbeing of ADF members.
  - 3.2.3 Defence supports occupational rehabilitation services for eligible SERCAT 2, 3, 4 and 5 and all SERCAT 6, 7 and members on SERVOP C, D or G until transferred to DVA.
  - 3.2.4 Defence is responsible for supporting veterans and families when a veteran transfers from SERCAT 6 and 7 or SERVOP service.
  - 3.2.5 Defence is responsible for providing support networks to ADF members and families including around critical incidents.
  - 3.2.6 DVA has the lead in:
    - 3.2.6.1 caring for, and supporting, eligible:
      - 3.2.6.1.1 veterans undergoing consideration for conditions to be accepted after they have separated or transferred from SERCAT 6, 7 or SERVOP service;
      - 3.2.6.1.2 veterans with accepted conditions after they have separated or transferred from SERCAT 6, 7 or SERVOP service;
      - 3.2.6.1.3 post – service support to SERCAT 3 and 5 veterans injured while rendering service;
      - 3.2.6.1.4 Provision of support to current serving members through Veteran Support Officers and Open Arms;
      - 3.2.6.1.5 any Defence member or veteran whose rehabilitation authority has been transferred from Defence to DVA, in accordance with the provisions of Section 39(3) (aa) of the MRCA.; and
      - 3.2.6.1.6 widows/widowers and dependants as defined in DVA legislation.



- 3.2.7 DVA is responsible for:
- 3.2.7.1 Providing compensation and other support, including Non Liability Health Care, to eligible veterans.
  - 3.2.7.2 Providing and simplifying processes for veterans to submit claims for consideration of service related conditions.
  - 3.2.7.3 Providing and simplifying processes for veterans to obtain medical treatment for claimed conditions whilst awaiting claims processing.
  - 3.2.7.4 Providing support and assistance through pensions, education schemes and payments to support eligible family members of veterans.
  - 3.2.7.5 Open Arms, who whilst not providing a specialised Family and Domestic Violence (FDV) service, will work with the FDV sector to engage with needed supports and work with client(s) to maximise safety while waiting for those supports to commence.
  - 3.2.7.6 Ensuring veterans and, where relevant, families are kept informed of the support and services available from DVA and the processes by which such support and services may be accessed.
  - 3.2.7.7 Mental health support for ex-serving veterans and families.
  - 3.2.7.8 Ongoing engagement and connection with veterans and families.
  - 3.2.7.9 Recognition and acknowledgement of the unique nature of military service and the contribution of veterans and families; noting certain forms of recognition such as medallic, remain the responsibility of Defence.
- 3.3 Further, both Parties recognise that each Party has independent responsibilities, outside the provision of care and support prior to, throughout and post the veteran transition journey, which may benefit from closer cooperation between the Parties. Such closer cooperation could include agreements on collaborative research, strategy support and implementation, support for commemorative activities and/or the purchase and/or use of Services from the other Party.
- 3.4 The Parties therefore agree to engage in cooperative activities with each other as may be required during the term of this MoU. The specific details of any such cooperation, engagement or services are to be set out in separate Schedules to this MoU.
- 4. Period**
- 4.1 This MoU shall commence upon on the date the last Party signs this MoU and will continue until terminated by the Parties in accordance with provision 4.3.
- 4.2 Schedules shall commence on the date the last Party signs the Schedule 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 followed by approval at the DLSC.



**5. Definitions**

- 5.1 **Accountable Personnel.** 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.
- 5.2 **ADF.** Australian Defence Force.
- 5.3 **ARP.** The Applied Research Program is DVA's formal funding mechanism for commissioning research.
- 5.4 **APS.** Australian Public Servant.
- 5.5 **Attachment.** A document attached to this MoU or a Schedule.
- 5.6 **Commonwealth.** The Commonwealth of Australia.
- 5.7 **CSC.** The Commonwealth Superannuation Corporation. Manages and administers superannuation funds and products designed specifically for Australian Government employees and current and former Defence Force members.
- 5.8 **DDEC.** The Defence DVA Executive Committee.
- 5.9 **DDEIE.** The Defence-DVA Electronic Information Exchange is a suite of system to system data exchanges which enables DVA to electronically access and retrieve Defence-held records and information for claims processing. The DDEIE has been subsumed into the Veteran Electronic Information Exchange.
- 5.10 **Defence.** The Commonwealth of Australia, as represented by and acting through the Department of Defence, and includes its personnel.
- 5.11 **Department.** 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.
- 5.12 **Departments of Defence and Veterans' Affairs Human Research Ethics Committee (DDVA HREC).** The purpose of the DDVA HREC is to provide expert review of research proposals submitted for ethical approval and to promote an awareness and understanding of human research ethics within Defence, DVA and the broader community.
- 5.13 **DLSC.** The Defence DVA Links Steering Committee.
- 5.14 **DRCA.** The *Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988*. Provides rehabilitation and compensation for injuries and diseases caused by peacetime and peacekeeping service up to and including 30 June 2004 and operational service between 7 April 1994 and 30 June 2004.
- 5.15 **DSAS.** Data Sharing and Analytics Solution. DSAS is a Defence/DVA ICT solution intended to link data on serving ADF members with DVA client data and internal Defence systems to generate a comprehensive, linked database across Defence and DVA to provide an evidence-based feedback loop and longitudinal, predictive analytics.
- 5.16 **DVA.** The Commonwealth of Australia, as represented by and acting through the Department of Veterans' Affairs, and includes its personnel. DVA:

- 5.16.1 under the VEA, provides support to the Repatriation Commission, a Commonwealth body corporate enacted under that Act.
- 5.16.2 under the DRCA, provides support to the *Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988*.
- 5.16.3 under the MRCA, provides support to the Military Rehabilitation and Compensation Commission (MRCC), a Commonwealth body corporate enacted under that Act.
- 5.17 **EEM.** The Early Engagement Model – provides DVA with early notification of key trigger events in order for DVA to establish and maintain a relationship with ADF members.
- 5.18 **ESOs.** Ex-Service Organisations.
- 5.19 **ESORT.** Ex-Service Organisations Round Table. This forum aims to enhance the capacity of the Repatriation Commission and Military Rehabilitation and Compensation Commission.
- 5.20 **External Support Community** comprises those organisations external to Government that seek to provide benevolent or charitable support to veterans, and families.
- 5.21 **Intellectual Property Rights** means all rights in relation to:
  - 5.21.1 Inventions (including patents rights) and plant breeder's rights.
  - 5.21.2 Registered and unregistered trade marks (including service marks), registered and unregistered design rights, business names and official emblems and crests.
  - 5.21.3 Copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how).
  - 5.21.4 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.
- 5.22 **Material.** 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.
- 5.23 **Military Rehabilitation and Compensation Act 2004 (MRCA).** Provides compensation rehabilitation and Compensation for any permanent impairment involving injuries or diseases resulting from ADF service rendered on or after 1 July 2004.
- 5.24 **Military Rehabilitation and Compensation Commission (MRCC).** The statutory body corporate enacted under the *Military Rehabilitation and Compensation Act 2004* and any other government agency that carries out functions equivalent to the Military Rehabilitation and Compensation Commission.
- 5.25 **MoU.** Memorandum of Understanding. This document including any DLSC approved Schedules and/or Attachments.

- 5.26 **National Consultation Framework (NCF).** The NCF was developed to provide a strong foundation for the Repatriation Commission, the Military Rehabilitation and Compensation Commission and DVA to work closely with representatives of the ex-service and Defence communities.
- 5.27 **Party.** Either Defence or DVA and their respective personnel.
- 5.28 **Personnel.** Includes any Party's officers, partners, employees, agents, volunteers, bailees, contractors, subcontractors, executors, administrators, substitutes, successors, licensees or permitted assigns.
- 5.29 **Repatriation Commission.** The statutory body corporate enacted under the *Veterans' Entitlements Act 1986* or any other government agency that carries out functions equivalent to the Repatriation Commission.
- 5.30 **SAM RMS.** Single Access Mechanism (SAM) Request Management System (RMS) provides the system to system, request based data exchange for historical, non-digitised and archived health records as well as Defence determinations, judgements and policy interpretations.
- 5.31 **Schedules.** Any DLSC approved agreement of specific support and services attached to this MoU.
- 5.32 **Secretary.** The individual appointed to the position of Secretary of the Department or any individual the Secretary designates in writing to perform that office.
- 5.33 **Separation.** The departure of a military member from the Defence workforce.
- 5.33.1 Separation can mean either termination or resignation.
- 5.33.2 For ADF members it may also be used within a specific context, such as:
- 5.33.2.1 transfer from SERCAT 6, 7 to the Reserves or another Service;
- 5.33.2.2 transfer within a category of the Reserves (category separation); or
- 5.33.2.3 transfer from an employment category (employment category separation).
- 5.34 **Services.** All things that the Parties agree to do under this MoU including the services described in the Schedule/s.

- 5.35 **Total Workforce System.** The ADF Total Workforce System (TWS) is a whole-of-Defence workforce model that provides the flexibility to manage the workforce using full-time, part-time and casual service arrangements. It consists of the SERCAT (Service Category) and SERVOP (Service Options) matrix of serving options. It comprises of the following categories:
- 5.35.1 **SERCAT 1.** APS who are force assigned.
  - 5.35.2 **SERCAT 2.** A Reserve member who does not render service and has no service obligation.
  - 5.35.3 **SERCAT 3.** A Reserve member who is available to serve or render service for a specified task within a financial year.
  - 5.35.4 **SERCAT 4.** A Reserve member who provides a contingent capability at short notice.
  - 5.35.5 **SERCAT 5.** A Reserve member who contributes to a capability over financial years and has security of tenure for the duration of their approved commitment.
  - 5.35.6 **SERCAT 6.** A Permanent member who is rendering a pattern of service other than full-time.
  - 5.35.7 **SERCAT 7.** A Permanent member rendering full-time service.
  - 5.35.8 **SERVOP C.** A Reserve member rendering continuous full-time service (CFTS).
  - 5.35.9 **SERVOP D.** A Permanent or Reserve member rendering service to Defence through working for a civilian employer.
  - 5.35.10 **SERVOP G.** A Permanent or Reserve member rendering service in the ADF Gap Year program.
- 5.36 **Transfer.** The movement within the ADF of a member of the ADF Workforce within the Defence workforce or to another Commonwealth agency.
- 5.37 **Transition.** The journey of an ADF member and family from a predominantly ADF Service-centred life to a predominately-civilian life.
- 5.38 **Transition Ecosystem.** Encompasses all the services and programs relating to transition that are provided by all key stakeholders.
- 5.39 **VEIE.** The Veteran Electronic Information Exchange is the main suite of automated, system to system and self-service data exchanges which enables DVA and CSC to electronically access and retrieve Defence-held records and information for claims processing and the provision of transition related services to veterans and families.
- 5.40 **Veterans' Entitlements Act 1986 (VEA).** Compensation and income support for service during wartime and certain operational deployments, as well as certain peacetime service between 7 December 1972 and 30 June 2004.
- 5.41 **Veteran – Generic.** Not related to eligibility for benefits under the three Acts, as administered by DVA - a person who has served or is serving in the ADF.

- 5.42 **Veteran – Eligibility Specific.** Eligibility for benefits under the three Acts, as administered by DVA - a person with one day's permanent service in the ADF, and Reservists who have served one day of continuous full-time service (SERVOP C), and/or have engaged in Disaster Relief Service, Border Protection Service, or were involved in a serious service-related training accident (includes injury).
- 5.43 **Veteran Support Officers (VSOs).** DVA staff members who are located on Defence bases and identified Veterans' and Families' Hubs to provide personalised support and education to serving members and families about their potential eligibility to access DVA benefits and entitlements.
- 5.44 **Wellbeing.** While there is no universally accepted definition of wellbeing, for this MoU the aligned factors in accordance with the Wellbeing Framework articulate the essential elements of continued wellbeing for individuals and families during their Service, through transition and as ex-serving members in the Australian community.



Wellbeing Framework

- 5.45 **Younger Veterans'– Contemporary Needs Forum(YVF).** This forum is part of the National Consultation Framework and aims to enhance the capacity of the Repatriation Commission and Military Rehabilitation and Compensation Commission through communication between the younger, contemporary veteran and ex-service community.

## 6. Interpretations

- 6.1 In this MoU, unless the contrary intention appears:

- 6.1.1 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;
- 6.1.2 the Schedules authorised via the DLSC and any relevant Attachments form part of this MoU;



- 6.1.3 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;
  - 6.1.4 in the event of any inconsistency between the procedures set out in the Schedule/s, any approved program, strategy, project or initiative documentation and this MoU, the procedures set out in this MoU shall prevail; and
  - 6.1.5 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 and agreed by the DLSC.
- 6.2 This MoU and the Schedules together constitute the terms of the arrangements between DVA and Defence.
- 6.3 No variation of this MoU takes effect until it has been agreed to in writing by both Parties through the DLSC and except for Schedules, approved by the Chief of the Defence Force (CDF) and Secretary Defence and DVA.
- 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 veterans and families are supported during and following a veteran's service, through development and implementation of strategies, initiatives and services in support of wellbeing domains articulated in the Wellbeing Framework thereby enabling a lifetime of wellbeing. In doing so, the Parties will:
- 8.1.1 continue to improve arrangements to ensure the smooth handover, from the ADF to DVA, of:
    - 8.1.1.1 veterans who are separating from the ADF on medical grounds;
    - 8.1.1.2 occupational rehabilitation services from Defence to DVA for all eligible veterans; and
    - 8.1.1.3 dependants and families of veterans who are either deceased, or have been seriously wounded or injured, or diagnosed with a serious illness, as a result of their service.

- 8.1.2 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 veterans associated with submitting a claim under one of the relevant Acts;
  - 8.1.3 improve arrangements and handover between organisations in support of veterans transferring from SERCAT 6 and 7 or separating, including involuntarily;
  - 8.1.4 ensure veterans, and 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
  - 8.1.5 align Defence and DVA health, data and wellbeing information and management, access and treatment and broader information to support veterans through transition;
  - 8.1.6 evaluate outcomes of services, policy and supports between Departments on a regular basis.
- 8.2 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 Information Sharing**

- 9.1.1 The Parties will share information jointly between them, in the most effective manner, to facilitate the cooperative delivery of transition, through life support, services, health care and services to veterans and families.
- 9.1.2 To achieve this, the Parties will:
  - 9.1.2.1 Work together to resolve matters associated with the exchange of information; such as privacy, duties of confidence and consent.
  - 9.1.2.2 Share information early and at agreed events during a veteran's career to enable early outreach, proactive support and creation of essential support relationships (eg between DVA and veterans) as early as practicable in a veteran's career.
  - 9.1.2.3 Ensure the early exchange of information through a defined process (the EEM) in relation to the termination of service on medical grounds of SERCAT 6 and 7 members.
  - 9.1.2.4 Ensure that the notification of deaths or serious injury of all active members regardless of SERCAT or SERVOP category and notifications of deaths of non-active members holding any SERCAT is made to each Party using a streamlined and defined process. Additionally, each Party is to ensure appropriate Human Resource (HR) Management system's updates are made – this will ensure that inadvertent contact with families of the deceased are not made, the Defence HR system reflects accurate numbers for mobilisation purposes and DVA can adjust pensions/support in a timely manner thereby reducing potential debt for families.



- 9.1.2.5 Ensure that claims liability and determination occurs as close as possible to the time the injury occurs, and that Defence is advised of claims lodged by serving ADF members under the VEA, DRCA and or MRCA and the resultant liability determination/s made by DVA.
  - 9.1.2.6 Ensure that information and data exchanges and flows are, wherever possible, enterprise-level, two-way, automated, system to system enabled and scalable.
  - 9.1.2.7 Monitor, evaluate and refine existing information flows to ensure they remain applicable, capture new demands/needs, continue to simplify processes, help reduce the burden on the veteran and the time taken to make a determination.
- 9.2 More specific details on data and information sharing and exchanges between the Parties subject to this MoU are contained in Section 20 *Data and Information Sharing*.
- 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:
- 10.1.1 The CDF, 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 veterans wellbeing support, services and transition system through the Defence DVA Executive Committee (DDEC), the Membership and Terms of Reference of which are at **Attachment 1**; and
  - 10.1.2 The Defence DVA Links Steering Committee (DLSC), the Charter of which is at **Attachment 2**, is a Deputy Secretary-level committee that implements the joint strategic direction set by the DDEC through:
    - 10.1.2.1 Negotiated joint and agreed positions on policy, strategies and programs affecting shared clients, and on issues of implementation where appropriate.
    - 10.1.2.2 The initiation and oversight of joint programs, strategies, projects or initiatives aimed at improving the way eligible veterans, and families, are supported.
    - 10.1.2.3 The DLSC Charter, which advises of the purpose and committee responsibilities, business rules, composition and operation.
- 10.2 These joint governance arrangements are to complement the role of the MRCC and the Repatriation Commission, which will continue to operate in accordance with the relevant legislation.
- 10.3 The Parties' respective and joint responsibilities for the delivery of veteran wellbeing support and services during and following their service are measured and reported. To achieve this, the Parties will:
- 10.3.1 Define ownership of the different parts of the transition continuum process and hold the relevant owners accountable for performance against agreed metrics.

- 10.3.2 Monitor and report trends in process and practice and implement improvements to ensure preventative measures and the continued effectiveness of the transition ecosystem and supporting strategies.
- 10.3.3 Use agreed metrics to conduct assurance and assessment activities on veteran wellbeing support and services and the transition system, to evaluate the effectiveness of programs and services.
- 10.3.4 When developing policies, strategies, systems and programs to support veterans, the Parties have a joint responsibility to consider each other's perspective.
- 10.3.5 Use feedback from current and former serving veterans, families and the ex-service community to inform policy and program development, system evaluation and collaborative efforts

**11. Veteran Communication**

- 11.1 Communication with veterans, families and supporting agencies, is the joint responsibility of the Parties. To achieve this, the Parties will:
  - 11.1.1 Collaborate to ensure that communication with veterans on joint matters is timely, consistent, informative and easy to understand.
  - 11.1.2 Ensure joint communication informs veterans, and families, on how the Parties can support them during their service, as they transfer between SERCATs and SERVOPs and after they transition or separate from SERCAT 6, 7 or SERVOP service, and clearly explains the roles and responsibilities of the Parties.
  - 11.1.3 Improve the understanding of ADF Commanders of the entitlements and support available in accordance with the wellbeing factors to veterans to ensure their veterans, and families, receive timely support.

**12. Staffing**

- 12.1 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).
- 12.2 Each Party agrees to notify the other Party immediately if it does not have a sufficient staff to meets its commitment to policy and program development and/or provide the services uninterrupted.
- 12.3 Each Party agrees to notify the other Party immediately if there are any proposed changes to key staff providing the services as specified in the relevant Schedule.

**13. Accommodation**

- 13.1 The Parties will ensure they comply with the facility and accommodation requirements set out in any Schedule(s), any agreed programs, strategies or project documentation or elsewhere in this MoU.
- 13.2 Defence agrees to provide office accommodation and base access to Veteran Support Officers, and required Open Arms Community and Peer Advisors.

**PARTIES UNDERTAKINGS – PROVISION OF VETERANS SUPPORT, SERVICES AND TRANSITION**

**14. Collegiate Approach**

- 14.1 In meeting their individual and collective responsibilities, the Parties commit to a collegiate approach for the provision of care and support, the development and implementation of policy, strategies and programs and the provision of services.
- 14.2 Parties recognise the importance of the services and support provided to veterans by other Government agencies, and by the external support community. The Parties agree to engage individually or jointly, with these agencies and organisations in a manner that reflects the agreements and undertakings between the Parties set out in this MoU.
- 14.3 Parties agree to work together in a collegiate manner in order to develop, implement, manage, monitor and evaluate joint strategies in support of the provision of serving and ex-serving veteran wellbeing support, services and transition. Relevant strategies are:
  - 14.3.1 Veteran Transition Strategy
  - 14.3.2 Defence and Veteran Family Support Strategy
  - 14.3.3 Defence and Veteran Mental Health and Wellbeing Strategy
  - 14.3.4 ADF Health Strategy

**15. Research**

- 15.1 DVA and Defence agree to work closely on research priorities, with both agencies working together to develop mutually beneficial joint research projects to meet the needs of both organisations as well as serving and ex-serving personnel and families.
- 15.2 The broad framework for collaborative health and wellbeing research between DVA and Defence is contained within the relevant Schedule(s).
- 15.3 Oversight of the research activities is undertaken through relevant governance processes that includes representation from across DVA and Defence.
- 15.4 DVA works to leverage greater impact from commissioned research through collaboration with research organisations, other Australian Government agencies, universities (including consortia), international veteran and Defence agency partners and the Five-Eyes Veterans Research Committee.
- 15.5 The Defence and DVA's Human Research Ethics Committee (DDVA HREC) plays a central role in facilitating ethical research. The agreement for joint management of the DDVA HREC is contained within relevant Schedule(s).

**16. Schedules**

- 16.1 The Parties agree to provide the specific services as agreed and described in the Schedule(s) using as a guide the sample template at **Attachment 3**.
- 16.2 The Schedules will be numbered sequentially and will, when signed by the Parties, form part of this MoU as Schedule 1, 2, 3 etc. Active Schedules are at **Attachment 4**.

16.3 The Parties agree to provide support and services in a professional, timely and cost-effective manner in accordance with agreed standards of performance described in the Schedule(s).

16.4 In relation to the services that either Party agrees to deliver to the other Party, as outlined in the Schedule(s), the delivering Party undertakes to provide current contact point(s) regarding the monitoring of service delivery for each Schedule.

16.5 **Future Schedules.** The raising, cancelling and major amendments of Schedules are to be approved by the DLSC. Approved changes are to be reflected immediately in this MoU without seeking further approval at the CDF/Secretary level.

16.5.1 Renegotiating existing Schedules or establishing new Schedules must be conducted with joint reference to the appropriate sponsors in each Department.

## 17. Veteran Transition

17.1 On 22 August 2023, the Minister for Defence Personnel and Veterans' Affairs launched the first Veteran Transition Strategy. The Strategy builds a collaborative and connected transition ecosystem with Defence, DVA and the Commonwealth Superannuation Corporation (CSC) that supports the individual needs of ADF personnel and families. An interagency approach recognises that each agency will produce its own products, in its own format, to satisfy its own requirements and audiences. This approach will align with a public-facing cross-agency action plan that conveys in broad terms, the implementation of the Strategy achieved through respective internal Program Delivery Plans.

17.2 The parties agree to work together to simplify and improve the transition experience to ensure that veterans and families are prepared and supported throughout their transition journey and beyond. Defence and DVA will review and continuously improve services, programs and communications that support veterans and families, their transition journey and through life support.

17.3 A programmatic approach will be used to harness shared understanding and collaborative action and unify planning and implementation of the Veteran Transition Strategy actions and success criteria. Additionally, it will allow the transition ecosystem to absorb additional inputs, such as the Defence and Veteran Mental Health and Wellbeing Strategy, the Defence and Veteran Family Wellbeing Strategy, elements of the ADF Health Strategy and the organisational design of the Military Personnel Organisation.

17.4 DVA, Defence and CSC will jointly fulfil the priorities listed in the Veteran Transition Strategy. These agencies will consult with key stakeholders, including states and territories and relevant internal business areas, as the Action Plan is developed.

## 18. Defence and Veteran Family Wellbeing

18.1 The Parties agree to work together in acknowledgement that ADF service, leads to both opportunities and challenges for families. Consequently, families may need assistance relating to any or all of these aspects of veteran wellbeing, support and transition, depending on their circumstances. Accordingly, the parties will prepare and plan to provide necessary assistance as required in accordance with the Strategy and the underpinning Action Plan within respective areas of responsibilities.

**19. Defence and Veteran Mental Health and Wellbeing**

- 19.1 The parties are to prepare and plan for, within respective areas of responsibilities, the provision of necessary mental and general health and wellbeing support for veterans and families as required and in accordance with the Defence and Veteran Mental Health and Wellbeing Strategy and supporting Action Plans.

**20. ADF Health**

- 20.1 The parties agree to work together within their specific areas of responsibility to simplify and improve health and wellbeing outcomes of ADF members across their career and beyond military service providing a whole-of-life focus. Defence will utilise the ADF Health Strategy as a guide to achieving actions required to fulfil its responsibilities.

**21. Data and Information Sharing**

- 21.1 In accordance with the Operating Principles outlined in this MoU, the Parties further agree to the following data and information sharing arrangements.
- 21.2 **Privacy.** The Parties will comply with the *Privacy Act 1988*. Data and information solicited from or owned by a Party will not be used by the alternate Party for any purpose/s other than which it was solicited, without first obtaining the agreement of the collecting or owning Party.
- 21.3 **Consent.** The Parties acknowledge the importance of consent in underpinning compliance with the *VEA*, *DRCA* and *MRCA* and the *Privacy Act 1988*. The Parties will work collaboratively to define and implement compliant, common, jointly applied consent arrangements that maximise a veteran's ability to apply widely their consent to arrangements, which support their wellbeing and that of families.
- 21.4 **Research.** The parties acknowledge that issues relating to the production, sharing, storage and destruction of data for the use of, or resulting from, research will comply with both department's current legislative requirements and the *Privacy Act 1988*. Specific arrangements will be agreed on a case-by case basis using the relevant Schedules(s) as a basis for discussion.
- 21.5 **Data Hygiene.** The Parties acknowledge the importance of consistent approaches to ensuring the integrity of any and all data shared and exchanged between the Parties. In the interests of establishing effective data hygiene practices, the Parties agree:
- 21.5.1 To take all steps to ensure that their data systems are only accessed by staff on the basis of approved access; with an appropriate Commonwealth security clearance; in honesty, good faith and for proper purpose/s;
- 21.5.2 To ensure that staff, where applicable, who are granted access or licenses to access data, data systems or arrangements continue to meet mandatory Commonwealth security clearance requirements and will report to the other parties any circumstance which brings into question the integrity of those individuals;
- 21.5.3 That exchanges of data will comply with applicable consent requirements and the provisions of the Privacy Act;



- 21.5.4 That the originating Party for data/information, may conduct (or request) random and targeted audits to ensure compliance and security of their data; and
- 21.5.5 To advise each other within 24 hours of any non-compliance, breaches or system failures, so that administrative actions can be instigated to manage the situation.
- 21.6 **Veteran Electronic Information Exchange (VEIE).** Data sharing between the Parties, in the context of transition, comprises automated 'system to system' and self-service exchanges. These arrangements are termed the VEIE and encompass the exchanges outlined herein (Schedule 20 refers). The Parties agree to support the operation of these arrangements.
- 21.7 **Defence - DVA Electronic Information Exchange (DDEIE).** This is the key DVA entry point to retrieve Defence-held records and information. This exchange consolidated the Early Engagement Model (EEM), and MyService/Qualifying Service application exchanges between Defence, DVA and CSC.
- 21.8 The DDEIE provides DVA system-to-system access to Defence Human Resource, Pay and Work Health and Safety data to support claims determination. It also enables DVA to automatically advise Defence when DVA receives and determines a claim from a serving ADF member under the *VEA*, *DRCA* and/or *MRCA*.
- 21.9 **Early Engagement Model (EEM).** DVA requires early notification of key trigger events in order to establish and maintain a relationship with ADF members as early as possible in the veteran's career and provide tailored support to veterans throughout their transition journey.
- 21.10 The Parties will work co-operatively to support the EEM which is the automated, regular push of trigger or key event data to DVA eg enlistment, serious injury, separation or transfer. DVA utilises EEM data to: issue eligible veterans with a White Card for Non-Liability Health Care for mental health conditions, and engage with veterans to determine what support they may need should they wish to make a claim for initial liability, compensation or invalidity.
- 21.11 **MyService and Qualifying Service (QS) applications.** These exchanges are triggered through DVA's MyService Application and uses PMKeyS to confirm a veteran's HR information (eg Service/PMKeyS number, personal details, etc) and Defence operational information. This allows DVA to confirm a veteran's identity and determine if a veteran has 'Qualifying Service' and other service types under the *VEA*, *DRCA* or *MRCA*.
- 21.12 **Single Access Mechanism (SAM) Request Management System (RMS).** DVA requires access to historical, non-digitised and archived records; digitised ADF health records; and the provision of Defence determinations, judgements or policy interpretations. This SAM RMS provides the system-to-system, request based data exchange to deliver this outcome to DVA.
- 21.13 The Parties, either directly or through their respective SAM Teams, agree to work cooperatively to resolve issues and communicate to enable the expeditious actioning of SAM RMS requests. DVA agrees to utilise fully the VEIE and self-service arrangements to access necessary information, before requesting information via the SAM RMS.

- 21.14 **Health Data Self-Service.** To meet DVA (and CSC's) need for claims-related veteran health information, these Parties have been granted self-service access to the Defence e-Health System (DeHS). Schedule 17 governs this access.
- 21.15 **Defence eHealth System (DeHS).** JP2060 Phase 4 – the Health Knowledge Management (HKM) system, will replace DeHS. The Parties agree to work collaboratively to achieve mutually beneficial HKM data exchange arrangements that support effective claims determination.
- 21.16 **Data Sharing and Analytics Solution (DSAS).** The intent of the DSAS is to link data on serving ADF members with DVA client data and internal Defence systems data to provide an evidence-based feedback loop and longitudinal, predictive analysis. DSAS will inform decisions, policies, strategies and initiatives to sustain and improve the health, wellbeing and safety outcomes of current and former ADF members and families across their whole-of-life.
- 22. Performance Monitoring**
  - 22.1 The Parties agree to jointly monitor the performance of the provision of veteran support, services and transition under this MoU in accordance with the direction of the DDEC and/or the DLSC and relevant Schedule(s).
  - 22.2 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).
  - 22.3 Defence, in consultation with DVA and CSC, will lead on the development and performance reporting to the DLSC utilising the Transition System Performance Report (TSPR). This reporting will provide the DLSC confidence across the broader transition ecosystem by incorporating inputs from Defence, DVA and CSC to identify insights, trends and risks.
  - 22.4 The Parties agree to report on the assurance of the transition ecosystem no less than bi-annually and to conduct a stocktake of the implementation of the Veteran Transition Strategy no less than annually.
- 23. Veteran Support Services**
  - 23.1 Veteran Support Officers (VSOs) support veterans and families by:
    - 23.1.1 Providing on and off-ADF base education on DVA supports and services,
    - 23.1.2 helping to navigate MyService and complete claim submissions for certain veterans,
    - 23.1.3 liaising with the ADF Rehabilitation Program where appropriate regarding medically transitioning veterans to maximise wellbeing and support during their transition journey, and
    - 23.1.4 offering support and guidance to veterans and families during their transition journey.
  - 23.2 **Open Arms and Peer Advisors.** The Open Arms community and peer program involves 'lived experience'. Peers work collaboratively with veterans, family supports, community



agencies and mental health clinicians. Peers draw on their own lived experiences from the military and mental health service system when working with clients. Peers are able to provide insight and support to veterans with complex care needs. Community and Peer Advisors complement DVA counselling and group program services. They provide a more holistic and therapeutic experience for a client. They have an excellent understanding of the local support services. They work to enable the individual by instilling confidence, helping overcome barriers and providing access to support services.

- 23.3 Other Arrangements as agreed by the Parties in accordance with the provisions of this MoU, through the DLSC.

**24. Engage with the Ex-Service Community**

- 24.1 Defence and DVA agree to work with organisations under the National Consultation Framework (NCF).
- 24.2 The NCF is a formal consultative structure designed to facilitate effective communication between the veteran and ex-service community, the Repatriation and MRCC, and the DVA.
- 24.3 It comprises of National, State and Territory Forums. Forums can consider matters of importance to the veteran community, hear reports and updates, make recommendations for change and provide a voice to sections of the community that might not be otherwise heard.

**25. Respect and Recognition**

- 25.1 Recognising the service of a veteran is an important aspect of building a positive culture around transition within the ADF and community. Effort is ongoing to invest in programs that formalise the recognition of service.
- 25.2 Defence and DVA agree to work cohesively to ensure veterans and families are recognised and supported throughout their transition and in civilian life, whilst concurrently normalising transition as a standard aspect of ADF Service.

**ACCESS, DELEGATIONS AND FINANCE**

**26. Access**

- 26.1 **General.** The Parties agree to facilitate access to Departmental facilities, Bases and offices as required to support the effective conduct of business between Defence and DVA. The Parties agree that all access will be based on a defined need to access, comply with Departmental security access requirements and be regularly reviewed to ensure compliance and continuation of access needs.

- 26.2 **Access to facilities/offices.** DVA and Defence access should align to the following:

**26.2.1 Access to DVA facilities:**

26.2.1.1 **Adhoc /on-occurrence access** to DVA facilities should be coordinated through the individual DVA facility point of contact and be in accordance with local DVA Security arrangements.

26.2.1.2 **Ongoing DVA Access Passes** and requests for renewal of passes is to be facilitated by the Defence Liaison Officer (DLO) to DVA through DVA

Security ([security@dva.gov.au](mailto:security@dva.gov.au)). Access Pass requests should identify the recipient (by position and title), the reason for and period for which access is requested.

**26.2.2 Access to Defence facilities:**

26.2.2.1 **Adhoc /on-occurrence access** to Defence Bases and facilities should be coordinated through the individual Base/Facility Security, utilising the Senior ADF Officer (SADFO) network, and will be in accordance with local arrangements.

26.2.2.2 **Ongoing or persistent access** to Defence Bases (eg for VSO) requires a Defence Common Access Card (DCAC). DCAC may be issued to baseline security cleared APS and Contractor staff (cleared and uncleared – ie if awaiting AGSVA processing).

26.2.2.3 DCAC requests, processing and management require a Defence Sponsor and are completed by the nominated Defence Security Officer, based on security clearance and need to access advice provided by DVA, through the Defence DCAC Portal. The identified Defence Sponsors are as follows:

26.2.2.3.1 VSO - requested through the JTA Security Officer

26.2.2.3.2 DVA SAM Team - requested through the Defence SAM Team Leader / Security Officer

26.2.2.3.3 Other DCAC requests - requested through the DLO to DVA

**26.3 Control of Security Access Passes.** The Parties agree to comply with each Departments security management requirements for Access Passes. Pass holders who no longer have an identified need to access and/or who change appointments for which a Pass has been issued, are required to immediately return that Pass on change in circumstance:

26.3.1 DVA passes are to be returned to the DLO to DVA for immediate return to DVA Security.

26.3.2 DCACs are to be returned to the nominated Defence Sponsor or the nearest Defence Pass Office. Where a Pass is returned to a Defence Pass Office, the owning entity is to also immediately report the return of the Pass to the Defence Sponsor.

**27. Delegations**

27.1 Each Party agrees to do what is reasonably necessary to ensure the other Party, and its personnel, can meet their obligations under any policy, strategy, program, project or initiative approved by the DLSC, or perform the Services set out in Schedules, including:

27.1.1 providing appropriate authority where necessary (eg delegations);

27.1.2 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;

- 27.1.3 providing appropriate information, documentation, training, equipment, communication linkages and software required for effective service delivery;
- 27.1.4 giving immediate notification of any amendments to the information required under the relevant program, strategy, project or initiative, or the Schedule(s); and
- 27.1.5 making approved funding available on the terms set out in the approved program, strategy, project or initiative documentation, or the Schedule(s).

**28. Funding Arrangements**

- 28.1 The Parties will ensure that the funding arrangements that support the rehabilitation of veterans are defined and understood. In doing so, the Parties will:
  - 28.1.1 ensure that the relevant policies within each Department reflect that in accordance with guidance at paragraph 3.3, Defence is responsible for funding a veteran's rehabilitation, including all costs associated with the provision of equipment, modifications and support services, up until an agreed point of separation or transfer at which time the responsibility for the support transfers to DVA; and
  - 28.1.2 establish and maintain an escalation process to ensure that any uncertainty over which Party is responsible for funding a veteran's rehabilitation is resolved as a matter of urgency.

**29. Fees**

- 29.1 The Parties agree, on receiving a correctly rendered invoice under provisions in section 27, to pay fees and reimburse costs in accordance with any approved project, program, initiative or Schedule.

**30. Invoices**

- 30.1 Each Party acknowledges that it is able to accept payment electronically and will provide appropriate and necessary account details supported by an electronic remittance advice.
- 30.2 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 20 days after receipt of an invoice that correctly specifies:
  - 30.2.1 a reference to the Party providing the services, this MoU and the relevant program, strategy, project, initiative or Schedule;
  - 30.2.2 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
  - 30.2.3 where GST applies, anything required to ensure the invoice is also a tax invoice complying with statutory requirements.

**31. Deferment**

- 31.1 Each Party may defer any payment until the other Party has completed a relevant aspect of the project, strategy, 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. The rejecting Party is to provide reasons for rejecting payment and provide information regarding any action to be taken by the other Party for the invoice to be rendered correct for payment.

**32. Discrepancies**

32.1 Each Party agrees that the other Party may:

32.1.1 check and rectify discrepancies in any payments or assistance; and

32.1.2 offset any overpayment against future payments.

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

**33. Provision of Material**

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

**34. Custody of Material**

34.1 Ultimate custody of DVA material and Defence material remains vested in DVA and Defence respectively.

34.2 Each Party agrees to:

34.2.1 promptly notify the other Party about any potential loss of that Party's material; and

34.2.2 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 1988* without the prior written approval from that Party.

34.3 Each Party agrees to:

34.3.1 promptly ensure it is satisfied about the suitability of material,

34.3.2 ensure that use and storage of material occurs in accordance with both statutory and security requirements relating to such information and this MoU,

34.3.3 use, maintain, protect and disclose material appropriately and following any conditions notified by the other Party, and

34.3.4 promptly deliver to the other Party any relevant material belonging to that Party which it holds, or controls, at the MoU's end.

**35. Disclosure of Information**

35.1 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 obligations that may apply to health information.

35.2 The VEIE and self-service data exchanges are not intended to support or provide data for longitudinal analysis, analytics, studies or trend identification. The Party's agreed that

these outcomes are to be delivered through the enterprise-level, joint Defence/DVA Data Sharing and Analytics Solution (DSAS).

- 35.3 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.

**36. Intellectual Property Rights**

- 36.1 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:

- 36.1.1 Neither Party shall externally report or publish findings produced under this MoU without the express written permission of the other Party.
- 36.1.2 Neither Party shall modify any completed report or publication produced under this MoU without the express permission of the other Party.
- 36.1.3 Each Party must obtain written approval of the other Party before commercially exploiting Intellectual Property Rights created under this MoU.
- 36.1.4 Neither Party shall assign any interest in the material to a third party without the express permission of the other.
- 36.1.5 Vesting of joint ownership in the Parties of the Intellectual Property under paragraph 36.1 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 paragraph 36.1.

**37. Conflict of Interest**

- 37.1 Each Party warrants that, at the date of signing this MoU and/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**

**38. Communication between the Parties**

- 38.1 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; veterans and 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, ForceNet, Service newspapers, Defence family oriented publications, approved Social Media avenues and Vet affairs (published by DVA).



38.1.1 **Working with Government.** Defence and DVA agree to consider the effects on each other and communicate the intention to each other when creating something new, prior to submitting it to Government.

38.2 Key documentation is to detail the person responsible for the joint implementation and monitoring of programs, strategies, projects, initiatives or Schedules. Progress of, and issues arising within them will be discussed as provided for in the relevant documentation.

### 39. Notices

39.1 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	Chief of Personnel, Defence People Group	Deputy Secretary Client Benefits
Postal Address	R2-GF-B024 Russell Offices Department of Defence ACT 2600	GPO Box 9998 Brisbane QLD 4001
Telephone	(02) 5108 7591	(02) 6276 4526
E-mail	<a href="mailto:CPERS.Office@defence.gov">CPERS.Office@defence.gov</a>	<a href="mailto:COO.DEPSEC.CB@dva.gov.au">COO.DEPSEC.CB@dva.gov.au</a>

### 40. Regular Meetings

40.1 The Parties will meet on a regular basis to discuss the progress of any extant task identified in any approved program, strategy, 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.

40.2 The principal strategic body for all activities under this MoU is the DDEC will meet no less than once per calendar year. The Membership and Terms of Reference for the DDEC are set out at **Attachment 1**.

40.3 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 Transition system, is to meet no less than three times per calendar year. The Charter for the DLSC is at **Attachment 2**.

40.4 The signatories to each Schedule are to meet regularly to ensure the delivery of effective services and to maintain currency.

### 41. Complaints

41.1 The Parties will:

41.1.1 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 Schedules;

- 41.1.2 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
- 41.1.3 respond in a timely manner to requests for assistance by the other Party regarding a complaint or claim.

**42. Managing Issues Between the Parties**

- 42.1 Disputes are intended to be resolved by consultation or negotiation between the Parties and not be referred to a third party or tribunal.
- 42.2 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:
  - 42.2.1 initial negotiation on the matter in dispute will be undertaken between the Department personnel responsible for monitoring the relevant joint programs, strategies, projects, initiatives or attached Schedules;
  - 42.2.2 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;
  - 42.2.3 if not resolved, the matter will be referred for resolution between the relevant Deputy Secretaries of the Departments; and
  - 42.2.4 if not resolved, the matter will be referred for final resolution between the Secretaries of the Departments.
- 42.3 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.

**43. MoU Variations**

- 43.1 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 agreed by the DLSC before being approved and signed by the Parties' authorised representatives.

**44. Review of MoU and Schedule Arrangements**

- 44.1 The MoU shall formally be reviewed by both Parties once every two years, or earlier at the request of either Party. A summary of each review, along with proposed amendments, is to be provided to the DLSC for endorsement.
  - 44.1.1 The lead for the review is to rotate between the Parties, with Defence leading the 2023 review for presentation in the first half of 2024. DVA is to lead the 2025 review for presentation in the first half of 2026 etc.
- 44.2 Schedules as detailed at **Attachment 4** are to be reviewed at least every two years or as otherwise specified within the Schedules.
  - 44.2.1 This review is to be undertaken by the signatories of each Schedule or their authorised representatives and presented for DLSC approval no later than the first half of the following year.



- 44.2.2 **Attachment 4** and respective Schedules can be amended once approved by the DLSC.

## TRANSPARENCY AND ACCOUNTABILITY

### **45. Access to Material and Premises**

- 45.1 For the purposes of government accountability and effective management of this MoU, the Parties agree to provide each other, and the relevant Accountable Personnel, with prompt access to:
- 45.1.1 premises where the program or project or Services are or were being undertaken or delivered, including by its Personnel; and
  - 45.1.2 material relating to this MoU.

### **46. Privacy**

- 46.1 The Parties acknowledge their obligations to comply with relevant Commonwealth privacy legislation and policies, including the *Privacy Act 1988* and directions from the Privacy Commissioner and/or Australian Information Commissioner.
- 46.2 The Parties agree to comply with the procedures for handling personal information set out in either the Schedule(s), the Data Management Agreement between the Department of Defence, the Department of Veterans Affairs and the Commonwealth Superannuation Corporation or any approved program, strategy, project or initiative documentation, and elsewhere in this MoU.

### **47. Protective Security**

- 47.1 The Parties acknowledge their obligations to comply with the Australian Government Protective Security Policy Framework.

SIGNATURES PAGE

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



**Alison Frame**  
Secretary  
Department of Veteran Affairs

17/6/2024

Signed for and on behalf of the Australian Defence Force:



**Angus J Campbell AO, DSC**  
General  
Chief of the Defence Force

5/7/24

Signed for and on behalf of the Department of Defence:



**MATT YANNOPOULOS**  
~~Greg Moriarty~~  
Secretary  
Department of Defence

10/7/24

A/

**Attachments:**

1. Defence DVA Executive Committee - Membership and Terms of Reference
2. Defence DVA Links Steering Committee - Charter
3. Example of a Schedule Format
4. Active Schedules

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

1. The MoU between Defence and DVA for the Cooperative Delivery of Care and Wellbeing Support and Services sets out the enduring, cooperative, framework under which Defence and DVA will jointly work to ensure that veterans and families are 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 wellbeing support, services and transition.

**Membership**

3. The membership of the DDEC comprises the:
  - (a) Secretary, Department of Defence (Co-Chair);
  - (b) Chief of the Australian Defence Force;
  - (c) Associate Secretary, Department of Defence;
  - (d) Chief of Personnel, Defence People Group (Defence);
  - (e) Deputy Secretary, Defence People Group (Defence);
  - (f) Secretary, Department of Veterans' Affairs (Co-Chair);
  - (g) Chief Operating Officer and Deputy Secretary Client Benefits (DVA);
  - (h) Deputy Secretary, Policy and Programs (DVA);
  - (i) Deputy Secretary Veteran, Family & Stakeholder Experience (DVA);
  - (j) Deputy President, Repatriation Commission (DVA); and
  - (k) Repatriation Commissioner (Reparation Commission)

**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 Veteran Transition Strategy; and
  - (f) other issues referred by the DLSC.

**Meetings**

5. The DDEC is to meet no less than once per calendar year (preferably mid-year in order to support the strategic agenda for the forthcoming financial 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. The Secretariat will ensure that an agenda is provided prior to the meeting together with supporting papers. The Secretariat will also ensure that a record of the meeting is maintained.

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**ATTACHMENT 2 TO  
MOU - DEFENCE AND DVA  
04 JUNE 2024**

**DEFENCE DVA LINKS STEERING COMMITTEE  
CHARTER**

The DVA Links Steering Committee Charter is a stand-alone document amended by the DLSC as required. It forms part of this MoU, however is issued separately.

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ATTACHMENT 3 TO  
MOU - DEFENCE AND DVA  
04 JUNE 2024

ACTIVE SCHEDULES TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF DEFENCE AND  
THE DEPARTMENT OF VETERANS' AFFAIRS FOR VETERAN WELLBEING SUPPORT, SERVICES AND TRANSITION SYSTEM  
(Correct As At: 28 May 24)

Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
6	3 June 2013	Agreement Between the Department of Defence and the Department of Veterans' Affairs for the Provision of Mental Health Support Services by the Veterans  and Veterans Families Counselling Service (VVCS) to Australian Defence Force Personnel	Active  Current / Update Required	JHC requires further internal consultation. DDHP will remain the interim POC for now	<b>Defence:</b> Director Defence Health Policy, JHC – CAPT Mark Page, RAN  <b>DVA:</b> Cath Haffner, Assistant Secretary  Open Arms Business Operations

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
14	23 November 2018	The Government response to the Parliamentary Inquiry into RAAF F -111 deseal /reseal workers and families: Ex-gratia lump sum payments to F-111 deseal/reseal and fuel tank maintenance participants.	Active  Updated Nov 22	<p>The MoU was extended on 23 Nov 22, and expires 15 Dec 24.</p> <p>Intent is to progress the ‘absorption’ of the F-111 MoU between DVA and Defence (Schedule 14) to become business as usual under Schedule 17, which uses the SAMS process for all other Defence capabilities.</p> <p>Should the timing be appropriate, an aim point would be to cease Schedule 14 by Dec 24, and seamlessly absorb into Schedule 17 from then on, ie no reduction in support to F-111 veterans, just a different (standardised) process.</p>	<p><b>Defence:</b> DCOS AFHQ Desk Officer - GPCAPT Jamie Scott</p> <p><b>DVA:</b> Jude Van Konkelenberg - Acting Assistant Secretary Liability and Service Eligibility Section, Benefits Policy Branch</p>
15	02 August 2021	Transition of Bereaved Dependents and Families from Defence Member and Family Support to the Department of Veterans’ Affairs	Active  Update required	<p>Updated in 2021 when DMFS’s name changed from DCO. The Schedule was re-signed by DGDMFS on 27 Jul 21 and AS Coordinated Client and Support Branch DVA on 02 Aug 21.</p> <p>Only minor editorial changes were made at this time with some contact details updated.</p> <p>Intent is to retain and update the Schedule.</p>	<p><b>Defence:</b> DG DMFS Desk Officer - Mr David Cadden</p> <p><b>DVA:</b> Moira Campbell, Assistant Secretary Coordinated Client Services Branch</p>

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
17	12 December 2019	The Provision of ADF Records and Information Services of Serving and Former Members under MoU Cooperative Delivery of Care and Support to Eligible Persons.\	Active  Update Required		<b>Defence:</b> DG JTA  Desk Officer: Director of Transition Programs and Engagement  <b>DVA:</b> Sonia Gregory, Senior Director, Claims Assessment
18	22 March 2013	Military Research to MoU Cooperative Delivery of Care and Support to Eligible Persons	Active  Current / Update Required		<b>Defence:</b> DG DMFS / Director National Programs  <b>DVA:</b> Michael Harper, Assistant Secretary, VEA Compensation and Support Branch, Client Benefits Division, CVS

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
19	10 September 2013	Support Continuum Performance Metrics Framework – delivered the Support Continuum Performance Report (SCPR)	Active  Update Required	Expired 10 Sep 18  Performance metrics for the Support Continuum - process mapped in Schedule 16.  With the cancellation of Schedule 16, the SCPR has been replaced and awaiting clearance. It is now called the Transition System Performance Report (TSPR).	<b>Defence:</b> DG JTA  Desk Officer: Director JTA, Ms Kerry Neall / Mr Carl Baylis  <b>DVA:</b> Sonia Gregory, Senior Director, Claims Assessment
20	05 July 2022	Arrangements for Reciprocal Access to Departmental Information Systems	Active  Current WEF Jul 22	Updated 2022 to reflect new information sharing and access arrangements introduced in late 2021.  Expiry 5 Jul 27	<b>Defence:</b> DG JTA  Desk Officer: Director JTA, Ms Kerry Neall  <b>DVA:</b> Alex Lewis, Project Advisor, Acting Chief Information Branch Officer

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
22	31 May 2017	The Departments of Defence and Veterans' Affairs Human Research Ethics Committee	Active  DVA seeks extension until 30 Jun 25	Expired 20 Jun 20  DVA seeks an extension to ensure Royal Commission outcomes can be incorporated in the update	<b>Defence:</b> DG Strategic Health Coord, JHC, Dr Darrell Duncan  <b>DVA:</b> Nadine Clode, Assistant Secretary, Research Services Branch
23	1 January 2018	The Department of Veterans' Affairs/Department of Defence Joint Research Agenda	Active  Update Required	Expired 31 Dec 21, however was extended by the DLSC to 30 June 2024 and is currently being reviewed	<b>Defence:</b> AS Health Protection and Policy – Dr Mick Drew, JHC. <b>DVA:</b> Mary Ann Fisher, Director Knowledge Development Partnerships

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
24	30 July 2021	Sensitive Activity Operations (SAO) Claims Management	Active  Current  Expiry 31 July 2026	Defence (other than SOCOMD) have not been provided a copy.  2021 update - Schedule 24 will not go to DLSC. At the request of SOCOMD, DVA received approval from the Secretary to do a parallel DVA/ADF clearance process outside of the DLSC arrangements given the highly confidential nature of the activities that are the subject of the MOU. The Secretary and CDF approved this and the Schedule signed between FAS VSD and Head of Special Operations Command	<b>SOCOMD:</b> Director, Joint Interagency liaison office, Special Operations Command  <b>DVA:</b> Jude Van Konkelenberg,, Acting Assistant Secretary Liability and Service Eligibility Section, Benefits Policy Branch
25	Proposed	The Department of Veterans' Affairs/Department of Defence Joint Research Agenda		New Schedule (Schedule 25) is expected to be endorsed by DLSC at their 29 February meeting at which point it will progress to both departments for signature.	<b>Defence:</b> AS Health Protection and Policy – Dr Mick Drew  <b>DVA:</b> Mary Ann Fisher, Knowledge Development Partnerships

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Schedule	Dated	Description	Status – Current/Not Current	Comments	OWNER / POC
26	To be raised	Veteran Electronic Information Exchange (VEIE) Data Management Agreement (DMA)	New	The DMA establishes, amongst other things, a business areas case for the provision of Data and the standard security and privacy arrangements that apply in relation to its provision. Compliance with the DMA is a mitigation against unlawful access, disclosure, modification, manipulation or aggregation of data. Advises that data (including personal information) should only be used for the purpose for which it was collected and/or provided.	<b>Defence:</b> Director Transition Programs and Engagement, JTA; COL Andy Love, Desk Officer – Ms Zelda Murray  <b>DVA:</b> Acting Chief Information Officer, Mr Lewis Alexander

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**ATTACHMENT 4 TO  
MOU - DEFENCE AND DVA  
MAY 2024**

**EXAMPLE OF A SCHEDULE TEMPLATE**

Schedule # to  
MoU between Defence and DVA  
Dated (insert date)

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 Brisbane QLD 4001
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 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*

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ATTACHMENT 2 TO  
MOU – DEFENCE AND DVA  
04 JUN 24



Australian Government  
Department of Defence  
Department of Veterans' Affairs

# Defence/DVA Links Steering Committee Charter



BN64256965  
Last Updated: 04 Jun 24

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## DOCUMENT INFORMATION

Document version	Version 2.1
Document status	Endorsed by DLSC - 30 May 24
Issue date	04 June 2024
Related documents	MoU – Defence and DVA for the Co-operative Delivery of Veteran Wellbeing Support, Services and Transition System
Author	Joint Transition Authority, Defence & Department of Veterans' Affairs
Owner	Defence DVA Links Steering Committee
Objective ID	BN64256965
File name	DLSC Charter

## REVIEWS AND APPROVALS

This document has been reviewed by all Defence/DVA Links Steering Committee Members (outlined at page 5 – Membership) and approved by the Co-Chairs listed in the below table.

If there is any discrepancy between this document and the Memorandum of Understanding (MoU) between the Department of Defence and the Department of Veterans' Affairs for the *Cooperative Delivery of Veteran Wellbeing Support, Services and Transition System* endorsed by the DLSC on 30 May 2024 or any future dated versions, then the MoU takes precedent.

Name	Title	Role	Date
LTGEN Natasha Fox AO CSC	Chief of Personnel, Defence People Group (Defence)	Approver	4 December 2023
Ms Teena Blewitt PSM	Chief Operating Officer & Deputy Secretary Client Benefits (DVA) (Co- Chair from August 2023-April 2024)	Approver	1 February 2024

## DOCUMENT HISTORY

Version	Details	Author	Date
Version 1.0	First cleared document	COL Donna McCulloch	9 October 2023
Version 2.0 DRAFT	Draft changes of updates including Membership	DLSC Secretariat	10 November 2023
Version 2.1	Updated membership changes to include DVA Co-Chair	DLSC Secretariat	14 May 2024

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## GOVERNANCE

### Purpose and Committee Responsibilities

1. The Memorandum of Understanding (MoU) between the Department of Defence (Defence) and Department of Veterans' Affairs (DVA) for the *Cooperative Delivery of Veteran Wellbeing Support, Services and Transition System* sets out the enduring, cooperative, framework under which Defence and DVA will jointly work to ensure that veterans, and families are 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 wellbeing support, services and transition.
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 delivery of wellbeing support, services and transition.

### DLSC Responsibilities

4. The DLSC is specifically responsible for:
  - 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;
  - the performance of the veteran wellbeing support, services and transition system to ensure the delivery of support continues to meet the guidance set by the DDEC;
  - the management of joint programs or initiatives designed to improve the operation of veteran wellbeing support, services and transition system;
  - the development of joint policies and/or programs required to address issues emerging from contemporary operations;
  - the development of joint communications strategies and initiatives to further promote individual and collective improvements in the delivery of support;
  - the oversight of the joint relationship, and joint engagement, with the External Support Community;
  - the management and periodic review of the MoU between Defence and DVA; and
  - 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.



## Membership

5. The Chair of the DLSC is to alternate between Defence and DVA.
6. The following are Members of the DLSC Committee:
  - Chief of Personnel, Defence People Group (Defence) (Co-Chair)
  - Deputy Secretary, Policy & Programs (DVA) (Co-Chair)
  - Chief Operating Officer (DVA)
  - Deputy Secretary, Veteran, Family & Stakeholder Experience (DVA)
  - Deputy President, Repatriation Commission (DVA)
  - Repatriation Commissioner, Repatriation Commission (DVA)
  - Chief Health Officer (DVA)
  - Deputy Secretary, Defence People Group (Defence)
  - Head of Military Personnel (Defence)
  - Commander, Joint Health Command (Defence)
7. The following are permanently invited guests / advisors of the Committee:
  - Director General, Joint Transition Authority (Defence)
  - Defence Liaison Officer to DVA (Defence)
  - Assistant Secretary, Transition Branch (DVA)

## Chair Responsibilities

8. The Co-Chairs are responsible for the leadership of the Committee through:
  - implementing the strategic direction provided by the DDEC for the delivery of veteran wellbeing support, services and transition system;
  - setting a strategic level, decision based agenda for the matters to be considered by the Committee;
  - the provision of guidance for the implementation of agreed outcomes;
  - ensuring Committee members remain focused on achieving Defence and DVA outcomes;
  - encouraging Committee members' contribution in deliberations;
  - ensuring that the information provided to the Committee is relevant, accurate, timely and sufficient to keep the Committee appropriately informed; and
  - facilitating open and constructive communications amongst Committee members.

9. A Co-Chair may act on behalf of the other Co-Chair in all responsibilities, when a Co-Chair is unavailable or otherwise unable to discharge their Committee responsibilities.

10. As the Committee considers matters and issues as a whole, the Chair's role is to summarise the thoughts of the Committee, seek a broad range of views to reach robust decisions and actions required.

11. The Co-Chairs will ensure that outcomes and actions generated by the Committee are explicit and linked to an action officer and timeframe in order to support effective secretariat functions.

12. The Co-Chair will determine whether issues discussed during Committee meetings need to be brought to the attention of other committees.

### **Committee Member/Guest/Advisor Responsibilities**

13. Committee members are 'Sponsors' for the purpose of supporting Agenda Items and raising/clearing papers.

14. For the purpose of this Charter, the responsibilities and obligations assigned to Committee members are also applicable to invited guests/advisors, except for being a 'Sponsor'.

15. Committee members are to contribute to the Committee through demonstration of the One Defence Behaviours for Defence and for DVA and the APS Values and Code of Conduct as appropriate.

16. Committee members are to disclose and take reasonable steps to avoid any real or perceived conflict of interest.

### **Transparency through Full Disclosure**

17. Committee members are accountable for the information they provide to the Committee, including assurance that interdependencies and implications of implementation, including resourcing, have been properly considered through consultation.

18. Committee members should provide transparency of judgements, processes and risks of the proposal being considered as well as considering the impacts on each Party.

19. At the commencement of each Committee meeting, the Chair must seek declarations of interests or potential conflicts from all Committee members and guests/advisors present either in person or virtually. The Secretariat is to ensure that meeting Minutes record each declaration, including the individual's name and any decision made by the Co-Chair about the appropriate handling of the interest or conflict.

### **Committee Direction and Powers**

20. The Committee will receive strategic direction from the DDEC.

21. The Co-Chairs will only make decisions that fall within the remit of the DLSC.

22. The Co-Chairs will ensure that outcomes and actions generated by the Committee are explicit and linked to an action officer and timeframe.

## Contestability

23. Committee members are to offer challenging ideas in a constructive and respectful manner, trusting that other committee members will do the same.

## BUSINESS RULES

24. All efforts should be made by DLSC members and guests/advisors to adhere to all Business Rules. For any clarifying information, contact the Secretariat at: [AMBDEFLINKS@dva.gov.au](mailto:AMBDEFLINKS@dva.gov.au).

## Meeting Frequency

25. The Committee is to meet no less than three times per calendar year.

26. The Co-Chairs may convene extraordinary meetings to consider urgent matters, as required.

27. The proposed meeting schedule for the coming calendar year should be confirmed at the meeting prior to the next scheduled, or before the end of the prior year.

## Attendance

28. Committee members are required to attend scheduled meetings. A person acting officially in the position of the member may represent them.

29. When a Committee member is unavailable to attend a meeting and there is no official acting arrangement in place, with the respective agency's Co-Chair approval, an alternative representative may attend.

30. As a general rule, attendance at meetings either in-person or virtual, is limited to members, invited guests/advisors and Secretariat staff.

31. Permanent guests may attend without seeking further approval, however; other guests may attend with the respective agency's Co-Chair approval, sought via the Secretariat prior to the meeting.

## Secretariat

32. DVA is to provide the Secretariat for the DLSC.

33. Defence will provide a Point of Contact within the Joint Transition Authority for the Secretariat to liaise with on all Defence-related DLSC matters.

34. The Committee Secretariat is responsible for:

- In consultation with Co-Chairs: setting meeting dates; compiling the agenda; seeking agreement for additions/changes to the agenda and guest attendance; issuing invitations; and tasking/follow up of actions.
- Committee administration including: organising virtual and/or in-person meetings; compiling and distributing meeting packs; recording apologies/proxies, outcomes and actions for each meeting; organising clearance for and distribution of Minutes; updating action items and maintaining an action items register; liaising with relevant business areas; and maintaining the Charter.

## Agenda

35. The Co-Chairs or their delegate, are to approve the meeting agenda. There is no forward work plan.
36. There is to be a standard agenda item that provides an opportunity for attendees to declare any real, potential or perceived conflicts of interest.
37. All agenda items must be strategic and decision based in nature and be sponsored by a Committee member.
38. Any requested additions or changes to the agenda are to include evidence of agreement from the sponsor and be provided via email to the Secretariat for Co-Chair approval.
39. The Co-Chairs are to be given sufficient time to review and approve an agenda. A minimum five-business day period is preferred.

## Meeting Papers

40. Committee meeting papers are to be prepared in accordance with the template at **enclosure 1** and talking points provided in accordance with **enclosure 2**.
41. Papers should be concise (no longer than three pages), containing only information required to support the specific decision sought. Additional essential information should be included in attachments to the paper (or made available on request).
42. Committee meeting papers are due in accordance with the following table:

Action	Timing
Secretariat calls for agenda items	35 business days out from meeting date
Secretariat drafts agenda and seeks Co-Chair clearances	NLT 30 business days out from meeting date
Secretariat distributes the approved Agenda and tasks for meeting papers and action item updates	NLT 20 business days out from meeting date
Internally cleared meeting papers and action item updates due to the Secretariat	NLT 10 business days out from meeting date
Internal Departmental pre-Briefs to Co-Chairs	As required
Final Meeting Packs distributed to Members	Minimum of 5 business days out from meeting date
Secretariat uploads the Previous Meeting Summary, which was cleared at the Meeting, to the DVA website	Immediately post Meeting

43. At the point where a meeting paper is not received by the lodgement date, the Sponsor must seek approval (through the Secretariat) from the Co-Chairs, to determine if the item(s) will be considered by the Committee with late lodgement. The Co-Chairs may agree, provide an alternate submission date, defer the item to a later meeting, or seek an out of session consideration.

## Out of Session

44. Agenda items may be considered out of session:
- by exception at the Co-Chairs' discretion;
  - where the in-session consideration results in amendments that require subsequent review by members; and
  - when in-session consideration will cause deadlines to be missed.
45. Where the Committee deems an item should be considered out of session, the Co-Chairs are to approve the request and determine and advise the consideration pathway and timing.
46. Standard out of session considerations should allow five business days for review by Committee members, followed by five business days for review of the updated version by the Co-Chairs. Additional time may be required to incorporate feedback, collation and distribution.

## Outcomes

47. The Secretariat will draft meeting Minutes to capture outcomes, decisions and actions that clearly identify the sponsoring Committee member and accountable officer(s) and timeframe to fulfil the action.
48. The Secretariat will seek to draft Minutes and a Meeting Summary within five business days following each meeting, following which member review and feedback will be sought and incorporated, prior to clearance by the Chair and Co-Chair. Minutes and the Meeting Summary will be endorsed at the next DLSC meeting, or out of session at the Chair's discretion.
49. The Co-Chairs will have the final say on all outcomes and actions and will engage with relevant Committee member(s) in the instances where outcomes are contested.
50. The Committee Secretariat cannot change approved outcomes or actions. Where a Committee member seeks to change an approved outcome or action, these changes are to be raised for consideration by the Co-Chairs.
51. Committee members are to ensure that decisions and actions arising from the Committee are implemented by areas with accountability.
52. Committee decisions are effective from the time that they are confirmed by the Chair, not from when written outcomes are available.
53. The Meeting Summary will be released publically on the DVA website following endorsement of the DLSC.

## Action Register

54. The Secretariat will maintain, and table as a standing item, a register of actions, with the Chair providing a status update on each action at the start of each Committee meeting.

55. Sponsors or action officers are responsible for advising the Secretariat when an action is deemed complete, with sufficient detail to enable verification, so the register of actions can be updated to propose closure, however:

- only the Co-Chairs can close an action; and
- when a member seeks to change an agreed action, the change is to be raised in session for consideration by the Committee.

## Record Keeping

56. The Secretariat will maintain records in accordance with the respective Department's records management policy, its obligations under the *Archives Act 1983* and Section 37 of the *Public Governance, Performance and Accountability Act 2013*.

## ANNUAL REVIEW

57. The Secretariat is to coordinate a review of this Charter on an annual basis and/or after the commencement of a new Co-Chair. Outcomes of the review should be considered and endorsed by the DLSC.

## ENCLOSURES

1. Template - DLSC Meeting Paper
2. Template - Co-Chair Talking Points / Notes



TEMPLATE - DLSC MEETING PAPER

TITLE  
(SAME AS THE AGENDA ITEM)

---

**Led by:** Insert name(s) of presenter(s).

**Recommendations**

That members:

1. **ENDORSE / DISCUSS / NOTE / AGREE** (change / delete as appropriate).
2. Outline the decisions required to be made by members using language that can stand alone in the minutes.
3. Papers should aim for an action that will progress the matter beyond its current status. For example, ENDORSE should only be used when the committee is requested to escalate an item to the Secretary, another agency or the Minister, while AGREE should be used when asking for a decision to be made.
4. If a paper is only for information or DISCUSSING, consider whether it really needs to go to the committee? Does it need to be in the "Information Only" part of the agenda.

**Purpose**

Succinctly outline the purpose of the paper.

**Issues for discussion**

Provide a short summary of the issues and/or an update from previous submissions.

**Risks and Opportunities**

Outline any risks or opportunities that need to be brought to the attention of the committee. This includes any sensitivities the members should be aware of e.g. political, public, staff etc.

**Consultation**

The following internal bodies and business areas were consulted when preparing this paper:  
(Insert as appropriate, otherwise state 'Nil')

The following external bodies were consulted when preparing this paper:  
(Insert as appropriate, otherwise state 'Nil')

**Next Steps and Critical Dates**

Concisely explain to the committee what the next steps are. Outline any critical dates that need to be brought to the attention of the committee.

**Attachments:**

- A. List all attachments, ensuring correct titles are used
- B. Attachments are to include page numbers

**Note:**

- Papers must be no more than 3 pages in length
- Black Arial font, size 11, is to be used

**Do not delete any headings. If the matter does not apply, insert Nil or N/A**

TEMPLATE - CO-CHAIR TALKING POINTS / NOTES

TITLE  
(SAME AS THE AGENDA ITEM)

---

**Speaker:**

[Name, Position Title] will address this item.

**Observers:**

Please include the name and position of any observers that will be attending during this discussion.

**Outcome Sought:**

That members:

1. **ENDORSE / AGREE / DISCUSS** (these should match the required decisions in the paper).

**Co-Chair talking points:**

- Please provide talking points for the chair.
- Include information that the Co-Chair needs to know in order to help you achieve your desired outcome and run the meeting. This may include information or context that is not included in the paper.
- Do NOT repeat information and use them from the coversheet.
- Do NOT cut and paste from the Speaker's notes.

**IF ASKED (NOT to be raised)**

- Outline matters that the Co-Chair should be aware of, but not disclose unless asked. For example, are there sensitivities or issues the chair needs to be aware of?

**Note:**

- Font must be size 11 Arial in black.
- Remove red instructional text once completed.

**Do not delete any headings. If they do not apply, insert Nil or N/A**