



Australian Defence Force Retirees Association Inc.

No. A0108026R

We represent the interests of Defence Force Retirees regarding their Superannuation

www: <https://www.adfra.org/>

Email: admin@adfra.org

NON-BINDING MEMORANDUM OF UNDERSTANDING

Between:

Party Number 1: Australian Defence Force Retirees Association Inc.

ABN: A018062R

Address: PO Box 5167, Wodonga Victoria 3690

Abbreviated Name: ADFRA

and

Party Number 2:

ABN:

Address:

Abbreviated Name:

1. Duration of MOU

This is a non-binding Memorandum of Understanding (MOU) between ADFRA and This MOU will apply from the date the MOU is signed and will continue to apply until termination by either party on the giving of one month's written notice to the other.

2. Scope

ADFRA and are committed to maintaining a positive and cooperative working relationship. ADFRA and are committed, where practicable to work collaboratively to:

- a. Act on behalf of Defence Force Retirees and represent their interests in the Defence Force Retirement Benefits (DFRB), Defence Force Retirement and Death Benefits (DFRDB) and Military Superannuation Benefits (MSBS) schemes to the appropriate authority;
- b. Monitor and take action on any proposed amendments to DFRB, DFRDB and MSBS legislation and procedures; and
- c. Such other actions as may be necessary to preserve or improve the interests of retired members of the Australian Defence Force who are in receipt of superannuation benefits from an Australian Defence Force superannuation scheme.

As part of the parties' mutual commitment, ADFRA and will act in accordance with the spirit and intent of this MOU, even though neither party intends that it be legally binding.

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3. Goals and objectives

ADFRA will act as the prime conduit between parties to this MOU and the relevant Federal Government Ministers, Departments and the Commonwealth Superannuation Commission to present detailed submission that may result in amendments to the various military superannuation Acts.

There is no set timeline to achieve these goals.

4. Roles and responsibilities

- a. ADFRA will be responsible to raise funds either by membership fees, donations or Government grants.
- b. ADFRA will keep signatories to this MOU informed by use of timely progress reports.
- c. MOU signatories will keep ADFRA informed of their membership numbers.
- d. MOU signatories may make suggestions on alternative approaches or reports on research they have carried out to ADFRA at any time.
- e. MOU signatories may continue to make representation, either through their committee or members, to their local/State Representatives/Senators in the Federal Parliament.

5. Meetings

There will be no formal meetings and communication between signatories to this MOU will primarily be by electronic means.

6. Reporting

ADFRA will distribute monthly Updates.

7. Advertising and Announcements

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as; newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

8. Confidentiality

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

9. Dispute Resolution

- a. If a dispute or difference arises between the parties out of or in connection with this MOU either party may give the other a written notice specifying the dispute or difference
- b. Within 21 days of the date of the notice, a person holding a position of senior management of each party must undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.

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10. Variation

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

11. Signatories

Signed for ADFRA:

Signature:

Name: Jim Hislop

Title: President

Date:

Witness:

Signature:

Name:

Signed for::

Signature:

Name:

Title:

Date:

Witness:

Signature:

Name: