

ATTENTION

The attached 'Instrument of Acceptance' was prepared against the background of the following clause inserted in the Deed of Standing Offer:

33 Acceptance of Offer by Other Australian Government Agencies

- 33.1 The Contractor irrevocably offers to provide the DVA and any other Australian Government Agency with any and all Services (as listed in Schedule I of this Deed of Standing Offer), during the period of this Standing Offer in accordance with the provisions of this Standing Offer for a price not exceeding the charges set out in this Standing Offer.
- 33.2 To accept the offer made by the Contractor with regard to this Deed of Standing Offer, the Australian Government Agency wishing to utilise this agreement will issue an Instrument of Acceptance to the Contractor.
- 33.3 Upon receipt by the Contractor of the Instrument of Acceptance executed by another Australian Government Agency, a separate deed of standing offer will be created between the Contractor and the relevant Australian Government Agency on the terms of this Standing Offer with the exception that:
- a) references to the Commonwealth of Australia (as represented by the Department of Veterans' Affairs) as the contracting party will be references to the Commonwealth of Australia (as represented by the relevant Australian Government Agency) as detailed in the Instrument of Acceptance
 - b) references to the Department of Veterans' Affairs (or the Department) as the contracting party will be replaced by references to the relevant Australian Government Agency as detailed in the Instrument of Acceptance
 - c) any Work Order issued by the Department of Veterans' Affairs pursuant to this Standing Offer does not form part of the standing offer; and
 - d) references to relevant information in this Standing Offer as set out in the Instrument of Acceptance will be varied as set out in the Instrument of Acceptance.

The above clause was copied by the business area from another agency's documents and inserted into the DVA deed with minor amendments. The clause should not be adopted in other whole-of-government agreements without consideration of the context of the agreement under consideration.

Because clause 33 above impute some amendments, it will not be necessary to list all of the references to DVA in the agreement as amendments. However, it would be in order if an agency elected to list them.

Amendments 1 and 2 have been inserted because they are likely to be common but they should be assessed against the information contained in the relevant agreement.

The whole-of-government clause and the instrument are to be reviewed in the current review of templates.

INSTRUMENT OF ACCEPTANCE

AusTender reference number: SON2505011

Introduction

Pursuant to clause 33 of the Deed of Standing Offer between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and **KPMG Financial Services Consulting Pty Limited (contractor)**, that commenced on **18 September 2014** for the provision of actuarial services, the agency identified below accepts, from the date this instrument is signed, the offer of the contractor contained in that Deed subject to the amendments listed below.

Name of agency: Office of the Commonwealth Ombudsman (OCO)

Amendments

1 Omit Schedule Part G, substitute:

G OCO Delegate

[Relates to clause 31]

Delegate	s 22
Position	Senior Assistant Ombudsman
Street Address	14 Childers Street, Canberra, ACT
Postal Address	GPO Box 442, Canberra, ACT, 2601
Telephone number (business hours)	s 22
Fax number	
Mobile number	s 22
E-mail address	s 22

2 Omit Schedule Part G, substitute:

H OCO Contract Manager

[Relates to clause 31]

Contract Manager	s 22
Position	Assistant Director
Street Address	14 Childers Street, Canberra
Postal Address	GPO Box 442, Canberra, 2601
Telephone number (business hours)	s 22
Fax number	
Mobile number	
E-mail address	s 22

3 Omit Service and Deliverables and replace with:

1. The contractor shall provide the following services and deliverables:

- a. The contractor shall develop a model which projects the potential financial outcomes for 12 de-identified individuals, under three real and hypothetical scenarios relating to commutation and retirement pay under the *Defence Force Retirement and Death Benefits Act 1973* (DFRDB Act).
- b. The three scenarios to be modelled are:
 - i. a person commuting the maximum portion of the pension, with a commensurate permanent reduction of their fortnightly/annual pension (in accordance with the DFRDB Act)

- ii. a person not commuting any portion of the pension, with no reduction in their fortnightly/annual pension (in accordance with the DFRDB Act), and
 - iii. a person commuting the maximum portion of the pension, with a commensurate reduction of their fortnightly/annual pension until their notional life expectancy (per the statutory tables which we can provide), after which point their pension returns to the rate it would have been had they not commuted (assuming, hypothetically, that the DFRDB Act permitted resumption of pre commutation rate in this way).
 - c. The modelling should be done using each of the following investment return assumptions as alternatives:
 - i. Cash rate
 - ii. Home loan rate
 - d. All modelling to be in gross dollars
 - e. The OCO will provide discreet de-identified data sample of 12 individuals who retired between 1976 and 2015.
 - f. The modelling will also contain an assessment of the impact of indexation increases (in accordance with the statutory framework applicable to the DFRDB) on the each of the above three circumstances.
 - g. The purpose of this modelling is to determine the comparative position of each of the above circumstances. The modelling will be in a form to enable the Ombudsman to form a view about whether a person may have experienced an overall detriment by commuting when compared to a person who did not.
 - h. Along with the modelling, the contractor will provide advice or analysis about point g.
- 4 Omit M Assistance to be provided, and substitute:
The OCO agrees to do all things reasonably necessary to ensure that the contractor and its personnel can perform the services properly, including:
- a. Providing appropriate information and documentation
 - b. Where reasonably practical, the OCO will provide data in the format preferred by the contractor.
 - c. Where the OCO wishes include information from the contractors report in any published investigation report the OCO will publish the contractors report in full, either with or as part of the investigation report.

THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

The Commonwealth of Australia, as
represented by:

Office of the Commonwealth Ombudsman

by:

s 22 [redacted] Senior Assistant
Ombudsman

Signature and date:

 13/8/19

Witnessed by:

s 22 [redacted]

Signature and date

 13/8/19

ATTENTION

The attached 'Instrument of Acceptance' was prepared against the background of Standing Offer Notice (SON) 2505011 and the understanding that the Memorandum of Understanding between the Australian Government Actuary and the Department of Veterans' Affairs is accessible to all Australian Government agencies.

INSTRUMENT OF ACCEPTANCE

AusTender reference number: SON2505011

Introduction

Pursuant to the Memorandum of Understanding (the MOU) between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the **Australian Government Actuary (the AGA)**, that commenced on **18 September 2014** for the provision of actuarial services, the agency identified below accepts, from the date this instrument is signed, the offer of the AGA contained in the MOU subject to the amendments listed below. Further, all references to the DVA in the MOU are, for the purposes of this engagement, taken to be references to the Office of the Commonwealth Ombudsman (OCO).

Name of agency: Office of the Commonwealth Ombudsman (OCO)

Amendments

1 Omit the tables in section 24, substitute:

OCO Delegate

1

Delegate	§ 22
Position	Senior Assistant Ombudsman
Street Address	14 Childers Street, Canberra, ACT
Postal Address	GPO Box 442, Canberra, ACT, 2601
Telephone number (business hours)	§ 22
Fax number	
Mobile number	§ 22
E-mail address	§ 22

OCO Contract Manager

Contract Manager	§ 22
Position	Assistant Director
Street Address	14 Childers Street, Canberra
Postal Address	GPO Box 442, Canberra, 2601
Telephone number (business hours)	§ 22
Fax number	
Mobile number	
E-mail address	§ 22

- 2 Omit 11.1 Assistance to be provided, and substitute:
The OCO agrees to do all things reasonably necessary to ensure that the AGA and its personnel can perform the services properly, including:
- a. Providing appropriate information and documentation
 - b. Where reasonably practical, the OCO will provide data in the format preferred by the AGA.
- 3 Omit Attachment 1: The Services and replace with:
1. The AGA shall provide the following services and deliverables:

Document 02
Contains deletions under FOI

- a. The AGA shall develop a model which projects the potential financial outcomes for 12 de-identified individuals, under three real and hypothetical scenarios relating to commutation and retirement pay under the *Defence Force Retirement and Death Benefits Act 1973* (DFRDB Act).
- b. The three scenarios to be modelled are:
 - i. a person commuting the maximum portion of the pension, with a commensurate permanent reduction of their fortnightly/annual pension (in accordance with the DFRDB Act)
 - ii. a person not commuting any portion of the pension, with no reduction in their fortnightly/annual pension (in accordance with the DFRDB Act), and
 - iii. a person commuting the maximum portion of the pension, with a commensurate reduction of their fortnightly/annual pension until their notional life expectancy (per the statutory tables which we can provide), after which point their pension returns to the rate it would have been had they not commuted (assuming, hypothetically, that the DFRDB Act permitted resumption of pre commutation rate in this way).
- c. The modelling should be done using each of the following investment return assumptions as alternatives:
 - i. Cash rate
 - ii. Home loan rate
- d. All modelling to be in gross dollars
- e. The OCO will provide discreet de-identified data sample of 12 individuals who retired between 1976 and 2015.
- f. The modelling will also contain an assessment of the impact of indexation increases (in accordance with the statutory framework applicable to the DFRDB) on the each of the above three circumstances.
- g. The purpose of this modelling is to determine the comparative position of each of the above circumstances. The modelling will be in a form to enable the Ombudsman to form a view about whether a person may have experienced an overall detriment by commuting when compared to a person who did not.
- h. Along with the modelling, the contractor will provide advice or analysis about point g.

THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

The Commonwealth of Australia, as
represented by:

Office of the Commonwealth Ombudsman

by:

§ 22, Senior Assistant
Ombudsman

Signature and date:



[Handwritten signature] 19/9/19

Witnessed by:

§ 22

Signature and date



[Handwritten signature] 19/9/19