

# **CSC, Defence and ComSuper**

## **Administration and Other Services Agreement**

**A Service Level Agreement between CSC, the Defence Organisation and ComSuper for the delivery of administration services in respect of the Military superannuation schemes**

## Document Control

### Version History

Version	Date	Comments
V1.0	28/10/2013	Draft template – incorporating the Service Level Agreement Extension 2013-14 and Service Level
V1.1	27/05/2014	New Service Level Agreement applicable from 1 July 2014

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## A Purpose of the Service Level Agreement (SLA)

This Agreement covers arrangements between the Defence organisation (comprising the Department of Defence and the Australian Defence Force, Defence in this agreement), Commonwealth Superannuation Corporation (CSC) and Commonwealth Superannuation Administration (ComSuper). The purpose of this Service Level Agreement is to:

- Define the services to be delivered to members of the military superannuation schemes on behalf of CSC and also services delivered directly to CSC and Defence by ComSuper;
- Specify the reporting requirements needed by CSC and Defence in relation to those service activities;
- Describe the role of the relevant Parties and the environment in which the services will be delivered;
- Specify the level of performance that is required to be delivered over and above that set out in relevant legislation in relation to each service activity; and
- Describe the governance framework including escalation and incident management.

## A.1. Definitions and interpretations

For the purposes of the operation of this Service Level Agreement the following definitions are provided to aid in the interpretation of the document and the service standards contained.

### Acronyms and Definitions

<b>Administration Services</b>	any services ComSuper is required to provide under this agreement
<b>Acts</b>	means <i>Military Superannuation and Benefits Act 1991, Defence Forces Retirement Benefits Act 1948, Defence Act 1903, and Defence Force Retirement and Death Benefits Act 1973</i>
<b>Actuary</b>	the actuarial firms nominated by the Commonwealth Superannuation Corporation (CSC)
<b>ADF</b>	Australian Defence Force
<b>Agreement</b>	this agreement, including any Schedules or appendices or attachments thereto
<b>AFS</b>	Australian Financial Services
<b>ANAO</b>	Australian National Audit Office
<b>APRA</b>	Australian Prudential Regulation Authority
<b>ASIC</b>	Australian Securities and Investments Commission
<b>ATO</b>	Australian Tax Office
<b>AUSTRAC</b>	Australian Transaction Reports and Analysis Centre
<b>Board</b>	CSC
<b>Business Day</b>	Any reference to a business day in this agreement is a day in which normal banking operations occur and excludes public holidays observed in the Australian Capital Territory
<b>ComSuper</b>	is the entity established by section 4 of the <i>ComSuper Act 2011</i>
<b>CSC</b>	Commonwealth Superannuation Corporation
<b>CSC Management</b>	Senior management employed by CSC
<b>Days</b>	means business days, unless contrary to the prevailing legislation
<b>Defence</b>	the Department of Defence
<b>DFRB Act</b>	the <i>Defence Forces Retirement Benefits Act 1948</i> , including regulations
<b>DFRB or DFRB Scheme</b>	the superannuation scheme established under the <i>Defence Forces Retirement Benefits Act 1948</i>
<b>DFRDB Act</b>	the <i>Defence Force Retirement and Death Benefits Act 1973</i> , including regulations
<b>DFRDB or DFRDB Scheme</b>	the superannuation scheme established under the <i>Defence Force Retirement and Death Benefits Act 1973</i>
<b>DFSPB</b>	The Defence Force (Superannuation)(Productivity Benefit) schemes established by determinations made under Part IIIA of the <i>Defence Act 1903</i>
<b>Member</b>	(where relevant) includes associate members of the military superannuation schemes and ancillary benefit members of the MSB Scheme
<b>Minister</b>	the Assistant Minister for Defence or the Minister for Finance as relevant
<b>Military superannuation schemes</b>	the MSB Scheme, the DFRDB Scheme, the DFRB Scheme and DFSPB Scheme established under the Acts or any successor schemes

## Acronyms and Definitions (continued)

<b>MSB Fund (the Fund)</b>	The Fund established under the <i>Military Superannuation and Benefits Act 1991</i>
<b>MSB Fund Account</b>	the relevant bank account maintained by ComSuper on behalf of CSC
<b>MSB Scheme or MSBS or MilitarySuper</b>	the superannuation scheme established under the <i>Military Superannuation and Benefits Act 1991</i>
<b>Party or Parties</b>	each organisation identified in the preamble to this Agreement
<b>Regulator</b>	the Australian Prudential Regulation Authority (APRA), the Australian Investments and Securities Commission (ASIC), the Australian Taxation Office (ATO) and the Australian Transaction Reports and Analysis Centre (AUSTRAC)
<b>Relevant Law</b>	means any relevant requirement of the DFRB Act, the DFRDB Act, the MSB Act, the <i>Defence Act 1903</i> , <i>Superannuation Industry (Supervision) Act 1993</i> , the <i>Corporations Act 2001</i> , the <i>Australian Securities and Investments Commission Act 2001</i> , the <i>Financial Management and Accountability Act 1997</i> , <i>Freedom of Information Act 1982</i> , <i>Privacy Act 1988</i> and any other present or future law of the Commonwealth of Australia or any State or Territory with which a Party must comply
<b>Roles</b>	means the role of the Parties as set out in Section C of this Agreement
<b>Schemes</b>	the MSB Scheme, the DFRDB Scheme, the DFRB Scheme and DFSPB Scheme established under the Acts or any successor schemes
<b>Schedule</b>	means a schedule (so named) to this Agreement
<b>Services</b>	means the services and tasks described in the Schedules
<b>SLA</b>	Service Level Agreement

## B Service Delivery Model

The Commonwealth Superannuation Corporation (CSC) recognises that the achievement of its business objectives requires a strong relationship with Defence and ComSuper. CSC, Defence and ComSuper seek to promote and achieve a collaborative relationship which will have regard to the available resources and the administration systems used to deliver administration services and will be guided by the following principles for the operation of this Service Level Agreement:

- There is a commitment to achieving superior performance in the services delivered to members by all Parties;
- There is a collaborative culture that promotes fair, open and honest business dealings;
- All Parties work cooperatively with shared goals and objectives;
- There is a commitment to full transparency in relation to the reporting on service delivery outcomes and the provision of qualitative as well as quantitative information;
- An equitable basis for risk management is achieved based on a clear understanding of roles and responsibilities; and
- Specified roles are identified for CSC, Defence and ComSuper for the ongoing ownership, governance, management and regular discussion on the operation of this Service Level Agreement.

## C Roles of Parties and Provision of Services

All Parties will perform the Roles and provide the Services in accordance with the following guiding principles:

- Conduct themselves in a manner consistent with the highest standards of probity and integrity in accordance with the *Public Service Act 1999*, and guidelines on official conduct or standards reflected in the CSC's code of conduct as applicable to the Parties;
- Openly communicate with other Parties to the Agreement, having respect and regard to each Party's individual responsibilities;
- Consult with the other Parties having respect and regard to each Party's individual responsibilities; and
- Have regard to and consult appropriately about administrative and policy implications during policy and process development that impact other Parties to the Agreement.

## C.1 CSC – The Trustee

The *Governance of Australian Government Superannuation Schemes Act 2011* details the Acts and schemes administered by CSC and also sets out the functions of CSC and the CSC Board. As part of those administration arrangements, CSC provides superannuation services and products to Australian Defence Force employees.

CSC's purpose is to help past, present and future members of the Australian Defence Forces and their families to make the most of their financial future.

CSC:

- Will provide clear and concise details of its expectations in relation to the delivery of administration services by ComSuper.
- Will provide clear and concise policy and compliance expectations in relation to its obligations under relevant law.
- Will provide comprehensive documentation on any new initiatives.
- Will act in good faith to support the successful application of this Agreement.
- Is responsible for the administration of the MSB Scheme, which is a regulated superannuation scheme, and the management and investment of the MSB Fund.
- Is responsible for the administration of the MSB Act, accountability and governance of the MSB Scheme and Fund.
- May respond to requests from the Minister in relation to superannuation policy issues impacting administration of the military superannuation schemes.
- Will sign off any MSB Act and DFRDB Act changes and as appropriate provide advice on those changes to the Minister.
- Will provide Services as documented in the Schedule to this Agreement.

## C.2 ComSuper – The Service Provider

The *ComSuper Act 2011* establishes ComSuper and sets out the functions and powers of the CEO of ComSuper, the main one of which is to provide administration services to CSC in relation to the superannuation schemes administered by CSC. As far as is relevant for the purposes of this agreement, ComSuper is responsible for providing day to day administration services in relation to the military superannuation schemes to CSC as trustee.

ComSuper :

- Will act in accordance with any administrative policies determined and any lawful directions given by CSC.
- Will maintain its administration and computer systems for the most effective operation of the Schemes, to ensure compliance with the relevant laws.
- Will keep and maintain all required and necessary records in a form that is readily capable of being audited in an efficient and effective manner.
- Will advise the Parties if any matters arise which may hinder the effectiveness of the administration of its duties to the military superannuation schemes.
- Will report in a timely and informative manner to the Parties on compliance and governance issues impacting on the administration of the Schemes.
- Will provide Services as documented in the Schedules to this Agreement.
- Will perform services in accordance with maintaining the licensing obligations of CSC.
- Will perform its services in a way that supports and preserves Defence's reputation as the employer.



Additionally, ComSuper will provide to Defence on an “as required” basis:

- Input to Ministerials, complaints and Ombudsman requests where required from Defence
- Assistance with death in service matters
- Responses to ad-hoc requests for membership data and assistance to ADF Pay and Accounting when required.
- Complaints that involve policy issues will be sent to Defence for response.
- Agreement on the timeframe for the provision of information will be made at the point of the request being made by the employer. Where an agreed timeframe cannot be met all relevant parties will need to be informed of the delay within a period agreed between ComSuper and the Employer.

### C.3 Defence – The Employer

Defence is the Department of Defence and the Australian Defence Force as the employer sponsor of the Schemes with policy responsibility for the military superannuation schemes.

Defence :

- Will provide superannuation policy advice to all Parties and to the Minister, in respect of the military superannuation schemes.
- Will develop superannuation policy in consultation with the Parties and arrange for amendments to the relevant legislation and will work with the Parties to ensure effective implementation of policy changes.
- Is responsible for rule changes relating to the MSB Scheme but must seek CSC’s agreement (except in limited circumstances set out in the MSB Act) and consult with ComSuper on impacts to administration.
- Is responsible for productivity determinations under the *Defence Act 1903*.
- Will fund the agreed administration costs of the Schemes (as per **Schedule A**).
- Will work with CSC in consultation with ComSuper to quantify Services to be delivered and funding to be provided.
- Will recommend and manage appointments to CSC and advise CSC on appointments to Committees.
- Will provide Services as documented in this Agreement.
- Will support CSC in the development of CSC’s communication strategy and any relevant communication plans.
- Will distribute to new MilitarySuper members a New Starter Kit as soon as practically possible after the new member has commenced employment with the ADF, communicate with members by facilitating and supporting access to members for the purposes of resettlement seminars for discharging members, help members to understand their superannuation obligations and entitlements by communicating with them through service newspapers, Departmental circulars and the Defence intranet and other equivalent media.

### C.4 Employer Matters

Defence and ComSuper agree to progress work on prioritising issues in order for Defence to:

- Report new enlistments required to contribute to the military superannuation schemes to ComSuper via the Defence Pay Systems on the first available payday, but no later than the second payday following enlistment;
- Obtain and report Tax File Numbers (TFN) for all members of the Schemes;
- Deduct member contributions from the fortnightly salary of Scheme members and remit them, along with the 3% productivity contributions, to the nominated bank accounts on the payday to which they relate;

- Remit employer contributions, under the accrual based superannuation arrangements, to the nominated bank accounts on the payday to which they relate;
- Provide ComSuper with data files showing details of all military superannuation scheme contributor variations and other member data on or before the payday to which they relate;
- Investigate and respond within ten (10) Days to any data enquiries from ComSuper concerning members, productivity contributions and other superannuation data;
- Provide the necessary benefit claim documentation to all members who intend to separate from Defence and report the separation and cessation of contributions via the Defence Pay Systems to ComSuper on the first available payday following the separation date;
- Provide service details required by ComSuper to calculate and complete the processing of benefits;
- Respond to requests for information to enable ComSuper to resolve issues raised by members or members' representatives within ten (10) Days of receipt of the request from ComSuper;
- Minimise data or monetary adjustments for separated members reported after the date of exit; and
- Collaborate to ensure the timely and efficient processing of invalidity claims for members of the military superannuation schemes retired or to be retired on medical grounds in line with the standards set out in this agreement.

## C.5 Compliance Framework

Each Party will exercise due care and diligence to ensure that the Services it provides under this Agreement will not prejudice the status of the MSB Scheme as a "complying superannuation fund" for the purposes of the relevant legislation and the status of CSC as a Registrable Superannuation Entity or Australian Financial Services Licence Licensee.

Each Party will ensure that it complies with the Relevant Law to the extent that it directly concerns the functions (including systems and procedures), powers and duties of each Party, in relation to the performance of their Roles or provision by them of their Services.

Each Party has an obligation to report breaches by them of the Relevant Law to the other Parties as per the Schedules.

Should any Party become aware of an incident, breach of the Relevant Law, a significant adverse event or material circumstance which either affects the administration of the Fund or else that CSC may be required to report to a Responsible Authority, that Party is to promptly advise CSC of such event or circumstance with sufficient particulars so that CSC can appropriately report to a Responsible Authority.

## C.6 Services to be provided

ComSuper agrees to provide the administration services as specified and described in the attached schedules, that detail the Services that will be provided for and on behalf of CSC.

ComSuper's hours of service delivery are 9am to 5pm Monday to Friday with the exception of all National and Canberra Public holidays and the Christmas closedown period.

## C.7 New policy initiatives

Defence will consult with CSC and ComSuper before implementing proposed policy changes to the Schemes which are likely to have administrative implications for CSC or ComSuper and will work with CSC and ComSuper to ensure successful implementation of policy changes.

ComSuper will consult with Defence and CSC before implementing any changes to the way it administers the Schemes which will involve or impact on Defence, CSC or military superannuation scheme members.

## C.8 Resourcing

ComSuper is responsible for arranging the resources it needs to support the provision of its prescribed superannuation administration services. Where changes in government policy will affect the service level provided for CSC, ComSuper should engage with CSC in developing the budget strategy, costings, and implementation plan for the new initiatives.

Defence provides the agreed per member costs for the administration of the Schemes to ComSuper which will in turn, make relevant payments to CSC in line with the associated Schedule of this agreement.

CSC and ComSuper acknowledge that there may be specific services provided by ComSuper at CSC's request that are outside the scope of the administration services for which ComSuper receives Defence funding and CSC may negotiate for ComSuper to provide the additional services to be invoiced to CSC on a cost recovery basis. All arrangements of this nature must be agreed in advance and documented at the Senior Executive level of both organisations.

## C.9 Fund Banking Arrangements

The Parties acknowledge that expenses relating to the administration of the Schemes and CSC operational expenditure are met from monies appropriated by Defence which will provide for the agreed costs of the administration by ComSuper of the Schemes including the CSC's own administration costs (as per **Schedule A**). Funding for Specific Administration Services will be negotiated between the Parties and take into account the longer lead time of budget funded agencies.

## C.10 Ownership of Member Data and Administration Processes

For the avoidance of doubt, each party acknowledges that the ownership of member data resides with CSC. Ownership of any intellectual property in the computer systems, procedures and processes (including any internally developed knowledge base) used by ComSuper to administer the military superannuation schemes resides with ComSuper. The Memorandum of Understanding (MOU) between ComSuper and CSC defines expectations about the provision of member data to CSC.

## C.11 Subcontracting

In providing the Services under this Agreement, ComSuper may appoint agents and sub-contractors to perform specific tasks and services. ComSuper will not appoint any agents or sub-contractors to perform specific major tasks or services without the prior knowledge and consent of CSC (where such consent is not to be unreasonably withheld).

ComSuper agrees to make a term of the engagement of such agents or sub-contractors that these parties in carrying out their duties will exercise all due care, skill and diligence and are obliged not to disclose confidential information and obliged to comply with the Relevant Law as applicable to that engagement to the same extent as required of ComSuper.

## C.12 Period of Operation and Variations to this Agreement

This Agreement commenced on 1 July 2014 and remains in force until it is replaced. This does not apply to **Schedule A** which sets out the agreed funding to be provided by Defence and which will be renegotiated as necessary. The Agreement and the related Schedules may be varied at any time by the written consent of all the Parties to this Agreement.

## D. Governance

CSC and ComSuper agree to establish and maintain effective working relationships on the operation of this Agreement.

To support the delivery of this agreement the governance framework includes the following:

- Governance structure, including roles and responsibilities;
- Key Personnel in Key Positions;
- Meeting Topics, Frequency, Forum and Agenda;
- Reporting; and
- Escalation and Issues Management Procedures.

### D.1 Governance Structure and Roles and Responsibilities

CSC, Defence and ComSuper under the terms of this agreement recognise that for the Service Level Agreement to operate optimally an appropriate governance structure must be established to review and discuss service outcomes and issues. To that end CSC, Defence and ComSuper will identify specific roles in each organisation that will be responsible for the ongoing ownership, management, regular dialogue and discussion and any required negotiation on future adjustments in relation to the operation of the Agreement.

### D.2 Issues Management and Escalation

Should a significant issue arise in relation to the administration of the schemes such as material systemic problems or material human errors CSC General Manager, Member and Employee Services and Senior Manager, Member Services Communications and Projects will be notified immediately and as soon as possible after this notification ComSuper will also notify the Director of Military Remuneration in Defence and will provide advice to all parties on how the issue is to be managed and proposed remediation or resolution.

### D.3 Access and Audit

ComSuper must, where a request is made by CSC, provide documents or information relating to the administration of the Schemes and provide CSC with access to ComSuper's premises to facilitate a review of such documents or information (this would pertain to requests received by a delegate of CSC including both internal and external auditors). The request must be in writing and specify a time and place for the provision of information and documents that is reasonable in the circumstances.

ComSuper must, when requested by CSC or a Regulator, undergo an independent audit of its administration of the Schemes. The time within which the audit must be conducted must be specified in the request and must be reasonable in the circumstances.

### D.4 Media Enquiries Protocol

Where ComSuper receives or becomes aware of any media enquiries, it will notify the Parties. Enquiries not involving Defence matters will be handled in accordance with CSC's and ComSuper's media policy and protocols, as agreed between CSC and ComSuper and ComSuper will ensure that CSC is immediately alerted to the details of the enquiry. Defence will deal with any media enquiry that directly impacts Defence.

## D.5 Reporting

CSC and ComSuper agree that reporting on service delivery outcomes must be fully transparent and must accurately reflect what members are actually experiencing in relation to the particular services they are accessing. It is also acknowledged that more frequent reporting will be required for the key service delivery areas identified by CSC to facilitate that transparency.

ComSuper also acknowledges that the timely provision of qualitative information to CSC is also an essential and integral part of its reporting obligations. It is important for ComSuper to provide immediate notification of issues identified that may affect future performance or service delivery outcomes and provide appropriate commentary in addition to the regular qualitative information reporting on performance outcomes or changes to workloads.

The table below outlines the reporting framework that governs the effective communication and service delivery management between CSC and ComSuper. **Schedules B and C** provides the specific reporting requirements and frequency for each area of service delivery.

Reporting Mechanism	Frequency	Service Provider Responsibility
Annual Effectiveness Review	Annually	Report on the overall Financial year performance against the standards specified in the Service Level Agreement.
Scheme Statistics	Quarterly	Provide specified demographics and financial data
Administrators Report	Monthly	To provide management reports to assist in issue management and report on the performance against specified monthly standards from the Service Level Agreement, including member demographic information.
Quarterly Compliance Report	Quarterly	To provide the quarterly compliance report consistent with CSC Compliance Policy
Incident Reports/ Compliance Breaches	As required	To report on incidents, service failures and compliance breaches in accordance with CSC's breach policy.
Ad-hoc	As requested	From time to time CSC may request additional one off reports or information to assist in policy considerations and/or facilitate member communication and education issues.

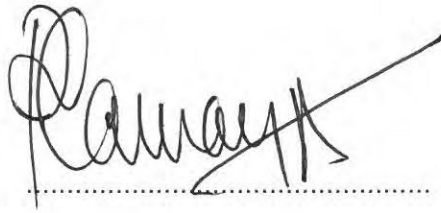
All reports unless specified elsewhere will be forwarded to the Senior Manager, Member Services Communications and Projects in an agreed electronic format. In relation to incident reports and compliance breaches such reporting must be made to CSC's General Counsel in accordance with the requirement specified elsewhere in this Agreement.

## E Signature Page



**Richard Oliver**  
Head  
People Policy & Culture  
Department of Defence

*26* June 2014



**Peter Carrigy-Ryan**  
Chief Executive Officer  
Commonwealth  
Superannuation Corporation

*25* June 2014



**Jill Charker**  
Chief Executive Officer  
ComSuper

*24* June 2014

# **Schedule A**

## **Agreed Funding Arrangements Applicable for 2014-15**







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# **Schedule B**

## **Services delivered to Scheme Members**

Service Description	Identifier	Service Standard	Reporting requirements
<b>B1. Benefits / Payments</b>			
<b>Payment of Benefit entitlements</b>			
<p>ComSuper will process all applications for benefits (lump sum or pension) from contributors and preserved benefit members in a timely manner and in accordance with relevant legislation.</p> <p>Where ComSuper requires additional information in order to process a benefit payment this is to be sought within five (5) Days of ComSuper's receipt of the benefit payment request.</p>	<p>B1.1</p> <p>B1.2</p> <p>B1.3</p> <p>B1.4</p> <p>B1.5</p> <p>B1.6</p> <p>B1.7</p>	<p>90% of Standard/Auto benefits to be processed within five (5) Days of receiving all necessary information.</p> <p>98% of Standard/Auto benefits to be processed within ten (10) Days of receiving all necessary information.</p> <p>Average processing time of four (4) Days over a month.</p> <p>95% of Manual benefits to be processed in twenty (20) days.</p> <p>98% of Manual benefits to be processed in thirty (30) Days.</p> <p>100% of Death benefit claims not paid within ninety (90) Days of the claim being lodged are reported to CSC.</p> <p>100% of Death and invalidity benefit claims not paid within six (6) months of the claim being lodged are to be reported to CSC.</p>	<p>Monthly (including average and worst experience)</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p>
<b>Early Release Claims (Applicable to MilitarySuper only)</b>			
<p>ComSuper will assess and process early release claims from preserved benefit members.</p>	<p>B1.8</p> <p>B1.9</p>	<p>Early release claims are to be assessed and determined within five (5) Days of receipt of a complete and accurate form, unless further investigation of claims on the form are necessary.</p> <p>Once investigation has concluded with an assessment to release funds to the member, payment is to be processed within five (5) Days.</p>	<p>Monthly</p> <p>Monthly</p>
<b>Applications involving questions of dependency</b>			
<p>Applications involving questions of dependency</p>	<p>B1.10</p> <p>B1.11</p> <p>B1.12</p> <p>B1.13</p> <p>B1.14</p>	<p>ComSuper will acknowledge and send an application form to the relevant parties in 95% of cases, within two (2) Days of notification of a member's death.</p> <p>ComSuper will provide a benefit estimate to eligible persons within five (5) Days of the delegate's determination.</p> <p>Applications from eligible dependents on the death of a member are to be approved within ten (10) Days of all relevant material being submitted to process the benefit or pension.</p> <p>ComSuper will report to CSC any dependency applications greater than ninety (90) Days old.</p> <p>Subject to there being no counter claims, benefit applications will be processed for the next available payday by ComSuper once all necessary information has been received to process the benefit.</p>	<p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p>

Service Description	Identifier	Service Standard	Reporting requirements
<b>B1. Benefits / Payments</b>			
<b>Invalidity</b>			
<b>Processing invalidity claims</b>			
ComSuper will process claims for invalidity benefits as soon as all available information required to determine a claim is available in line with legislative requirements and guidelines issued by CSC.	B1.15	Cases for consideration by delegate: To be determined within ten (10) Days of receipt of all required supporting documentation and any additional information that may be required.	Monthly
	B1.16	Cases for consideration by delegate: A determination will not be made more than ten (10) Days prior to the date of discharge.	Monthly
<b>Review of invalidity classifications</b>			
ComSuper will periodically review the classification of invalidity pensioners, either of its own volition or at the request of CSC or pensioners	B1.17	Medical and requested reviews will be completed within twenty (20) Days of receipt of all relevant information.	Quarterly
	B1.18	In respect of MilitarySuper, two hundred and fifty (250) medical reviews will be conducted for pensioners using the selection criteria agreed to by CSC, Department of Defence and ComSuper. This excludes cases set for indefinite review, the criteria for which are set by CSC in consultation with the Department of Defence.	Annually

Service Description	Identifier	Service Standard	Reporting requirements
<b>B2. Member Communications</b>			
<b>Customer Information Centre</b>			
<p>ComSuper will, at the direction of CSC, undertake a communications program aimed at improving members' and pensioners' knowledge and understanding of the Schemes so that they are in a position to make informed decisions at times when these need to be made. This will include the range of communications required by SIS and Corporations Law (FSR) and recognise the particular needs of members.</p> <p>Specifically, ComSuper undertakes to provide a range of communications to members on benefit entitlements and queries relating to the general administration of the Schemes in writing, over the phone (using Interactive Voice Recognition (IVR) technology) and by electronic means. ComSuper will continuously seek ways to improve these communications.</p> <p>ComSuper will deliver the abovementioned member communication services in accordance with CSC's licensing obligations. The specific details will be the subject of agreement between CSC and ComSuper.</p>	<p>B2.1 B2.2 B2.3 B2.4 B2.5 B2.6 B2.7</p>	<p>Process or respond to 90% of written enquiries processed in five (5) Days. Process or respond to 98% of written enquiries in ten (10) Days. Process or respond to 90% of email enquiries processed in five (5) Days. Process or respond to 98% of email enquiries in ten (10) Days. 75% of all calls to be answered in 60 seconds. An abandoned call rate of less than 5%. Manual Calculations (Estimates) for MilitarySuper members: 95% in twenty (20) Days, 98% in thirty (30) Days.</p>	<p>Monthly (including average and worst experience) Monthly Monthly Monthly Monthly Monthly (including average speed of answer and worst experience) Monthly</p>
<b>Member Communications, Publications, Seminars and One-on-ones</b>			
<b>Maintain Publications</b>			
<p>ComSuper will review, update, maintain and supply a standard suite of agreed products.</p> <p>ComSuper will provide layout, print and distribution for primary documents – Financial Services Guide (FSG), Product Disclosure Statement (PDS) (or superseding documents)</p> <p>Where legislative or regulatory change requires the production of new or additional publications ComSuper will negotiate additional funding with Defence.</p>	<p>B2.8</p>	<p>Annual review and compliance signoff provided to Board.</p>	<p>Annual review of listed publications</p>

Service Description	Identifier	Service Standard	Reporting requirements
<b>B2. Member Communications</b>			
<b>Maintain Website</b>			
<p>ComSuper assists with the maintenance of the existing website content to ensure accuracy and currency. ComSuper will conduct an annual compliance review of the web site content.</p> <p>Maintenance of Website includes:</p> <ul style="list-style-type: none"> <li>• i Estimator</li> <li>• Content review</li> <li>• Page linking</li> <li>• Minor amendments</li> <li>• Minor creation/editing of new pages</li> <li>• Maintenance and update reports</li> </ul> <p>Agreement to be gained between ComSuper's Executive Manager of Communications and CSC Management regarding any discrepancies.</p> <p>ComSuper will ensure current Management Expense Ratio (MER) and Indirect Cost Ratio (ICR) are displayed on CSC's website as mentioned in CSC's PDS. (Applicable to MilitarySuper only).</p> <p>Ensuring the availability of the secure website and website services</p>	<p>B2.9</p> <p>B2.10</p>	<p>Assists with the maintenance of the existing website content to ensure accuracy and currency.</p> <p>ComSuper to report any anticipated or experienced changes in availability of the secure website to CSC as soon as practically possible.</p>	<p>As required</p> <p>As required</p>
<b>Member Statements (Bulk Member Communications)</b>			
<p>ComSuper will undertake two major mail outs to relevant members each year.</p> <ul style="list-style-type: none"> <li>• An annual member statement and explanatory material (including annual report to members and preservers) ; and</li> <li>• An annual mid-year member mail out to relevant members.</li> </ul> <p>Annual reports to members in electronic format (and hard copy on request).</p> <p>Bulk member communication will be distributed either through Defence or ComSuper, as appropriate, and agreed between the parties</p>	<p>B2.11</p> <p>B2.12</p> <p>B2.13</p>	<p>Annual Reports for Members and Preserved Benefit Members will be available for distribution by 30 September.</p> <p>Annual Member Statements:</p> <ul style="list-style-type: none"> <li>- System produced: by 31 October</li> <li>- Manual statements: by 1 December</li> <li>- Replacements: 90% within ten (10) Days</li> </ul> <p>100% of all member statements are to have been produced and distributed by 31 December to meet the Corporations Law requirement that statements be distributed by this date annually.</p> <p>Annual Mid-Year Member Mail out:</p> <ul style="list-style-type: none"> <li>- As agreed annually between CSC and ComSuper</li> </ul>	<p>Annually</p> <p>Annually</p> <p>Annually</p>
<b>Responses to Queries from other Government Agencies</b>			
<p>The Contact Centre will respond to ad hoc queries from other agencies on behalf of a member.</p>	<p>B2.14</p>	<p>90% in ten (10) Days</p>	<p>Monthly</p>

Service Description	Identifier	Service Standard	Reporting requirements
<b>B3. Account Maintenance</b>			
<b>Collection, recording and maintenance of member information</b>			
<p>ComSuper will:</p> <p>Maintain accurate records of contributing members, preserved benefit members, associates and pensioners to facilitate, among other things, accurate and timely communications, the accurate and timely payment of benefits, various reporting requirements and reconciliation against the MSB Scheme accounts; and</p> <p>Ensure that adequate systems, procedures and controls are in place to meet the administration and reporting requirements of Taxation, Corporations Law, Superannuation Industry Supervision (SIS) and Privacy legislation and the Scheme Rules.</p>	<p>B3.1</p> <p>B3.2</p>	<p>Receipt of assurance (in a format agreed by CSC) in the annual management representation letter to maintain member records.</p> <p>At the direction and requirement of the Audit and Risk Management Committee of CSC arrange for an independent audit of these systems and controls to be undertaken in accordance with appropriate standards including GS007.</p>	<p>Annual management representation letter</p> <p>Quarterly</p>
<b>Contributions/remittances (including ancillary contributions)—collection, banking, recording and maintaining of accounts</b>			
<p>ComSuper will:</p> <p>Maintain appropriate banking arrangements for the payment of contributions/remittances into the MSB Fund Account;</p> <p>Lodge monies with CSC's investment custodian for investment by investment managers to the extent that monies held in the MSB Fund Account are not required for the purpose of the payment of benefits and other expenses;</p> <p>Maintain appropriate accounting systems for the recording of contributions/remittances received; and</p> <p>Monitor the collection of contributions/ and pursue any late remittance of contributions with Defence.</p>	<p>B3.3</p> <p>B3.4</p> <p>B3.5</p> <p>B3.6</p> <p>B3.7</p> <p>B3.8</p> <p>B3.9</p> <p>B3.10</p>	<p>Contributions (including roll-ins) are to be allocated to members accounts 95% within four (4) Days of acceptance.</p> <p>Contributions received where the individual is no longer a member or the member is not eligible to receive the contributions are to be refunded or transferred from the Fund:</p> <ul style="list-style-type: none"> <li>- No Tax File Number (TFN) - 100% within thirty (30) Days of receipt.</li> <li>- Exited members - 98% within thirty (30) Days of receipt.</li> </ul> <p>Contribution/remittances to be deposited in the MSB Fund Account on the same day as received.</p> <p>Daily reconciliations will be undertaken to ensure that all monies received are banked.</p> <p>Contributions/ remittances to be recorded in the MSB accounting systems within one week of receipt.</p> <p>All known contributions not received within three (3) Days of the due date will be pursued with the Defence.</p> <p>ComSuper will process all surcharge monies and report debit reduction or clearance of debt to the member within Five (5) Days of receipt of monies.</p>	<p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p> <p>Monthly</p>
<b>Member Investment Choice (MIC)</b>			
<p>ComSuper will process investment switch applications and provide members with written confirmation of changes made.</p>	<p>B3.11</p> <p>B3.12</p>	<p>In accordance with the MSB rules, ComSuper will process all correctly completed MIC Investment switch applications.</p> <p>ComSuper will provide members with written confirmation of the processing of all switch applications within five (5) days of processing the switch.</p>	<p>Monthly</p> <p>Monthly</p>



Service Description	Identifier	Service Standard	Reporting requirements
<b>B4. Family Law</b>			
<b>ComSuper will create separate interests as required under Family Law and issue payment split notices.</b>			
ComSuper will provide information to enable the correct completion of Form 6 requests.	B4.1	All Information to enable correct completion of Form 6 requests to be provided within twenty-eight (28) days (non legislative).	Monthly
ComSuper will review and provide responses to draft court orders/superannuation agreements in a timely manner.	B4.2	Review and respond to 100% draft court orders and superannuation agreements within twenty-eight (28) Days of receipt of all necessary documentation.	Monthly
ComSuper will provide responses to complex family law enquiries by members including manual calculations, payment and estimates.	B4.3	100% of Complex family law enquiries to be issued with at least an interim response within twenty-eight (28) Days.	Monthly
ComSuper will process payments split notices. ComSuper will create separate interests as directed by the Court.	B4.4	100% of Payment Split notices to be issued within twenty-eight (28) Days.	Monthly

Service Description	Identifier	Service Standard	Reporting requirements
<b>B5. Pensioner Services</b>			
<b>Pension variations</b>			
Changes to pensioner records	B5.1	Changes to pensioner records will be made within the first available fortnightly pay cycle following receipt of a request e.g. bank account details, address, termination date or change to payment arrangements.	Monthly
<b>Pension increase / advice</b>			
ComSuper will process pension increases in accordance with relevant legislation and within any guidelines issued by CSC in relation to such transactions.	B5.2 B5.3 B5.4	The July increase will be processed for payment on the first payday in July. The January increase will be processed for payment on the first payday in January. A letter and/or newsletter, approved by CSC, will be sent to pensioners advising of the increase before the increase applies.	Annually Annually Twice Annually
<b>Annual student pension review</b>			
The student pension review will be conducted annually by ComSuper to ensure the students over the age of 16 remain eligible for the student pension.	B5.5	This review will be conducted by the first payday in March each year and the result advised to CSC.	Annually
<b>Pension Payments</b>			
ComSuper will process and make pension payments in accordance with relevant legislation and Scheme Rules and within any guidelines issued by CSC in relation to such transactions.	B5.6	Pension payment will be made by fortnightly payments in line with the legislation. Exceptions to this are closedown and public holidays. In these cases payment will be made on the preceding day.	Monthly
<b>Death Matching</b>			
Monthly death matching	B5.7	ComSuper will run regular death matching processes to identify and cease pensions where notification of death of a pensioner has not occurred.	Monthly

Service Description	Identifier	Service Standard	Reporting requirements
<b>Internal Review</b>			
ComSuper will investigate requests for reconsideration in a thorough, objective, and effective manner in accordance with any guidelines issued by CSC.	B6.1	<u>ComSuper will process reconsideration requests:</u> 60% in eight (8) months;	Monthly
	B6.2	90% in twelve (12) months;	Monthly
	B6.3	With an average of less than six (6) months for all reconsideration requests; and	Monthly
	B6.4	ComSuper will ensure that no case has an outstanding action by ComSuper for more than thirty (30) Days unless, a medical examination is pending, or the case has been submitted to the Board/Committee for consideration.	Monthly
	B6.5	Submissions to CSC will be prepared and issued within thirty (30) Days of receipt of all necessary documentation	As required
<b>External Review</b>			
ComSuper will do all things necessary to meet timeframes imposed by the Superannuation Complaints Tribunal, the Federal Court and other jurisdictions such as the Human Rights and Equal Opportunity Commission.	B6.6	Process all external review cases objectively and meet all required statutory timeframes.	Monthly
ComSuper will also inform CSC of the outcome of all external appeals and any implications stemming from these.	B6.7	ComSuper will provide advance copies of submissions to the Superannuation Complaints Tribunal to CSC Management for comment not less than five (5) Days prior to submission to the SCT. All submissions to the SCT require clearance by a Responsible Officer of the Board prior to submission to the SCT.	Monthly
	B6.8	A report outlining the outcome of all external reviews is to be provided to the first CSC meeting after decision is handed down.	As required
<b>Complaints</b>			
ComSuper will maintain all necessary systems for dealing with SIS registered complaints and representations made by the Minister's office, Parliamentarians and the Commonwealth Ombudsman.	B6.9	ComSuper will provide substantive responses to all complaints (excluding internal reviews) including complaints forwarded by CSC Management where a draft response is sent to CSC Management within twenty (20) Days.	Monthly
ComSuper will seek guidance from CSC Management on complaints or enquiries where there is some uncertainty about whether the complaint can be considered by the Superannuation Complaints Tribunal.	B6.10	For cases requiring external (advice or clarification) ComSuper will provide an interim response to the member within twenty (20) Days and with resolution within ninety (90) Days and as agreed with CSC Management.	Monthly
	B6.11	ComSuper will provide a report to CSC Management of all complaints received and which have received responses.	Monthly
	B6.12	Number of complaints relating to the maintenance of member information to be provided to CSC in the Monthly complaints report.	Monthly
<b>FOI Ministerials Parliamentary and Ombudsman requests</b>			

Service Description	Identifier	Service Standard	Reporting requirements
<b>B6. Dispute Resolution</b>			
<b>Parliamentary/ Ombudsman requests</b>			
ComSuper will provide CSC Management with a draft of the final response from matters that can be considered by the Superannuation Complaints Tribunal. The information provided will have undergone checks to ensure technical accuracy. ComSuper will provide sufficient background information to CSC Management to enable them to make an informed decision and draft a response if required.	B6.13	Resolve 100% within 20 Days.	Monthly
<b>Freedom of Information (FOI) requests</b>			
ComSuper will maintain systems for dealing with requests under the Freedom of Information Act and Scheme Rules.	B6.14 B6.15 B6.16	Resolve 100% within the statutory timeframe. 100% of FOI requests are to be acknowledged within ten (10) Days of receipt. 100% of FOI requests are to be formally responded to within thirty (30) Days.	Monthly Monthly Monthly
<b>Privacy</b>			
	B6.17	ComSuper will provide information to the Office of the Privacy Commissioner for inclusion in the Personal Information Digest by the required reporting due date.	Annually
<b>Ministerials</b>			
ComSuper will draft Ministerial responses where it is appropriate for it to do so for and on behalf of the parties. ComSuper will liaise with the relevant parties where such correspondence relates to the operations and/or business of either of these parties.	B6.18	100% of draft Ministerial responses are to be produced in accordance with the requirements of the relevant parliamentary unit.	Monthly

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# **Schedule C**

## **Services delivered to CSC**

Service Description	Identifier	Service Standard	Reporting requirement
<b>C1. Financial Services</b>			
<b>Accounts and records and funding of benefit payments (Applicable to MilitarySuper only)</b>			
ComSuper will:	C1.1	Immediate availability of funds from MSB Fund bank account to meet all anticipated and known benefit payments.	End of Financial Year statements
Liaise with CSC's Custodian to ensure that funds are available to meet benefits and other payments from the Fund for MSB payments as they fall due;	C1.2	Receipt of assurance (in a format agreed by CSC) in the annual management representation letter that proper accounts and records have been kept.	Annual management representation letter
Consult with CSC Management, where contribution flows are insufficient to meet benefit payments due without redeeming assets; and	C1.3	Balance of funds held in the MSB Fund Account to be monitored daily and any funds not required for the purpose of paying benefits and other expenses paid to CSC's Custodian	Monthly
Maintain proper accounts and records in respect of all benefits paid.			
<b>Instructions to Custodian (Applicable to MilitarySuper only)</b>			
ComSuper will provide proper, duly authorised, instructions to CSC's Custodian with regard to the movement of member monies.	C1.4 C1.5	ComSuper will email or fax the following information to CSC's Custodian by 2.00 pm each business day: <ul style="list-style-type: none"> <li>• contributions received for the day; and</li> <li>• benefit amounts required to be transferred to the CRF account.</li> </ul>	Daily Daily
	C1.6	ComSuper will transfer the net cash amount to CSC's Custodian on the same day.	Daily
	C1.7 C1.8 C1.9	ComSuper will provide CSC's Custodian with cash flow allocation sheets showing daily movement for: <ul style="list-style-type: none"> <li>• contributions received;</li> <li>• benefits paid; and</li> <li>• investment option switches made.</li> </ul>	Daily Daily Daily
	C1.10	ComSuper will provide CSC's Custodian with a 'Units on Issue' summary for each investment option.	Daily

Service Description	Identifier	Service Standard	Reporting requirement
<p><b>C1. Financial Services</b></p> <p><b>Auditing Assurance</b></p> <p>ComSuper will maintain an internal audit function substantially in accordance with the relevant Better Practice Guide issued by the Australian National Audit Office.</p> <p>ComSuper will provide to CSC an annual audited Controls Report (Type B) as defined in Guidance Statement 007 'Guidance Statement GS 007 'Audit Implications of the Use of Service Organisations for Investment Management Services', issued by the Auditing and Assurance Standards Board [GS007]. The 'service auditor' (defined in GS007) may be ComSuper's internal auditor. The Controls Report will be provided annually in respect of the services provided during the prior financial year (1 July to 30 June).</p> <p>The Controls Report will address Control Objectives relevant to the superannuation member services ComSuper provides to CSC, and essential information technology controls involved in delivering those services. Variations to the exact scope of the Controls Report may be made by informal agreement between CSC and ComSuper. ComSuper will attempt to include in the Controls Report all those controls on which the Fund external auditors seek to rely.</p>	C1.11	<p>The Controls Report will be delivered, complete with an audit opinion, no later than 16 August for the preceding financial year, and will provide reasonable assurance that ComSuper has achieved the agreed set of Control Objectives. 'Reasonable assurance' will be interpreted with regard to the performance expectations established by this Service Level Agreement and by particular arrangements between ComSuper and CSC.</p>	<p>The GS007 Controls Report is the primary report on auditing assurance. ComSuper will also provide periodic updates on progress toward future GS007 Controls Reports, and on other internal and external audit activity.</p>
<p><b>Additional QA Activities</b></p> <p>ComSuper will perform quality assurance activities to monitor the integrity and efficiency of its administration processes. ComSuper will undertake the following:</p> <ul style="list-style-type: none"> <li>• Random sampling and quality checking of administration functions (for example, telephone calls, benefits, contributions, etc);</li> <li>• Produce internal quality reports;</li> <li>• Identify and report on system process, procedure and data errors;</li> <li>• Data quality activities; and</li> <li>• Provide reports to Business managers.</li> </ul> <p>ComSuper will produce reports, including reconciliations for appropriate services such as statements.</p> <p>ComSuper will perform two (2) quality audits on selected business areas every six months as agreed to by ComSuper management.</p>	<p>C1.12</p> <p>C1.13</p>	<p>ComSuper will provide a report to CSC Management illustrating the number of quality audits performed and area of business reviewed.</p> <p>ComSuper will provide a summary report to CSC outlining results of internal audits.</p>	<p>Annually</p> <p>Annually</p>

Service Description	Identifier	Service Standard	Reporting requirement
<b>C2. Regulatory &amp; Compliance</b>			
<b>Compliance (Applicable to MilitarySuper only)</b>			
ComSuper will ensure, demonstrate and formally attest that it remains compliant with all relevant legislation, such as taxation law, Corporations law, the Superannuation Industry Supervision (SIS) Act and Regulations, the Privacy legislation and all other relevant law and Scheme Rules.  ComSuper will ensure the compliance schedules and compliance manuals are maintained and updated.  MBS Management to notify ComSuper, in writing, of any breaches (as determined by APRA or ASIC).	C2.1  C2.2  C2.3	ComSuper will maintain compliance manuals and provide quarterly compliance reports (compliance schedules).  Reporting by ComSuper CEO detailing the monitoring and supervision of staff.  Provide input to the annual and quarterly returns to APRA.	Quarterly - within 15 Days of the end of each quarter  Every 6 months (30 June and 31 December)  Within two (2) business days, unless otherwise agreed.
<b>Creation of Delegations and Authorisations</b>			
ComSuper will ensure that delegations and authorisations are promulgated, understood, adhered to and updated on a regular basis.	C2.4  C2.5	Review and updates will be completed six (6) monthly and reported through the Quarterly Compliance Report.  Changes to delegations will be submitted to CSC for approval in a timely manner.	Quarterly  Quarterly



Service Description	Identifier	Service Standard	Reporting requirement
<p><b>C3. Reporting</b></p> <p><b>Scheme Reporting</b></p> <p>ComSuper will ensure that mandatory Scheme reporting requirements are met in regard to the reports listed under the standard.</p>			
	<p>C3.1</p> <p>C3.2</p> <p>C3.3</p> <p>C3.4</p> <p>C3.5</p> <p>C3.6</p> <p>C3.7</p> <p>C3.8</p> <p>C3.9</p> <p>C3.10</p> <p>C3.11</p>	<p>ComSuper will ensure Scheme reporting occurs as follows:</p> <ul style="list-style-type: none"> <li><b>Lost Member Reporting to ATO:</b> <ul style="list-style-type: none"> <li>• By 30 April and 31 October annually</li> </ul> </li> <li><b>Unclaimed Monies Reporting to ATO:</b> <ul style="list-style-type: none"> <li>• By 30 April and 31 October annually</li> </ul> </li> <li><b>Eligible Termination Payment (ETP) Reporting</b> <ul style="list-style-type: none"> <li>• By 14 August annually</li> </ul> </li> <li><b>Pay As You Go Withholding (PAYGW) Reporting</b> <ul style="list-style-type: none"> <li>• By 14 August annually</li> </ul> </li> <li><b>Surcharge reporting including the ATO MCS and AVA reports</b> <ul style="list-style-type: none"> <li>• Quarterly by 15 March, 15 June, 15 September and 15 December annually</li> </ul> </li> <li><b>Co-contribution reporting</b> <ul style="list-style-type: none"> <li>• Within twenty-eight (28) Days of the creation of the file by the ATO</li> </ul> </li> <li><b>Actuary reporting</b> <ul style="list-style-type: none"> <li>• As per timeframe agreed with the Australian Government Actuary</li> </ul> </li> <li><b>Centrelink—pension amounts</b> <ul style="list-style-type: none"> <li>• Within two (2) Days of completion of each pension increase each June and December annually</li> </ul> </li> <li><b>Financial statements</b> <ul style="list-style-type: none"> <li>• As agreed with CSC Management</li> </ul> </li> <li><b>DVA—increases to invalidity pensions</b> <ul style="list-style-type: none"> <li>• within two (2) Days of completion of each pension increase each June and December annually.</li> </ul> </li> </ul> <p>Information to be reported for CSC Financials and other requirements e.g. PCF's and long term cost report.</p>	<p>As required</p>

Service Description	Identifier	Service Standard	Reporting requirement
<b>C3. Reporting</b>			
<b>Administrator Reporting</b>			
ComSuper will provide detailed reporting on the function it performs on behalf of CSC. This will include, but not be limited to, attending relevant meetings (as requested) and providing regular reporting.  Reporting will cover performance to standards and issues arising in the course of administering the Schemes.	C3.12	ComSuper will provide: detailed Administrator's report as required	As required
	C3.13	A report on quality of service delivery provided by ComSuper	As required
	C3.14	An Annual Effectiveness Review	As required
<b>Other Reporting</b>			
Ad-Hoc Reporting	C3.15	From time to time CSC may request additional one off reports or information to assist in policy considerations and/or facilitate member communication and education issues.	As required
<b>C4. Disaster Recovery and Business Continuity Planning</b>			
All parties will at all times maintain a BCP and DRP testing strategy and complete testing on a regular basis.  All parties are to maintain a suitable back-up site for business operations in the event that its main site is ever unavailable.	C4.1	ComSuper will ensure the following:  In the event of a disruptive incident ComSuper commits to ensuring that no more than 48 hours of relevant data will need to be re-entered;	Tested and reported Annually via exchange of letters
	C4.2	ComSuper to maintain payments to current Pensioners with payments delayed no more than 5 days; and	
	C4.3	ComSuper and Defence to ensure that complete and up to date member records can be re-established after a disruptive event without compromise to member entitlements.	
	C4.4	All parties to complete Disaster Recovery Testing (as per their DR Test Strategy) on an annual basis.	