



MEMORANDUM OF UNDERSTANDING

Between the Royal New Zealand Returned and Services' Association and Veterans' Affairs, the New Zealand Defence Force

December 2016

Updated December 2023

- b. Ensuring that veterans and their families and whānau receive all the support available to them through government means, through the RNZRSA, through non-government organisations including charitable trusts, and through the private sector.
 - c. Ensuring that veterans who have been harmed through their service to New Zealand, whether through injury or illness, are supported to regain their health and wellbeing.
 - d. Ensuring that, where government policy may impact differentially on veterans and their families and whānau, the obligations of government towards veterans and their families or whānau are considered.
6. The RNZRSA and VA will work together wherever possible to advance these objectives.

SEPARATE OBJECTIVES

7. This MoU also acknowledges that, although the RNZRSA and VA have a number of objectives in common, they also have some objectives which are separate. The following are examples and are not exhaustive.
- a. The RNZRSA has a role in advocating on behalf of, and providing support services to all veterans their families and whānau.
 - b. The RNZRSA has a role in raising funds for support purposes
 - c. The RNZRSA engages with, and provides assistance to Commonwealth and other Allied service persons, and their families and whānau.
 - d. VA has a role in supporting the responsible Minister (the Minister for Veterans), in developing and implementing government policy relating to veterans.
 - e. VA has a role in administering entitlements to veterans and their families and whānau in accordance with the Veterans' Support Act 2014 and its Regulations. In performing this role VA must act in accordance with the law and the legislation.
 - f. VA has a role in administering ex gratia payments to eligible Vietnam veterans under an MoU entered into by the Crown in 2006. In performing its role VA must act in accordance with that MoU and relevant government decisions.
8. The RNZRSA and VA each acknowledge the separate interests of the other and respect the right of the other to work to further these interests.

IDEAL WORKING RELATIONSHIP

9. The RNZRSA and VA agree that the relationship between the RNZRSA and VA will be characterised by:
- a. mutual respect for the role played by each Participant and the Participant's principles and strengths;
 - b. a high level of trust between the two Participants—including an understanding that there will be “no surprises” between the Participants;
 - c. excellent channels of communication between the Participants—frequent formal and informal communications and sharing of information, with due regard for any restrictions under the Official Information Act 1982 and the Privacy Act 2020; and
 - d. true partnership—development of joint approaches to support veterans and their families and whānau wherever possible.

IN PRACTICE THIS WILL INCLUDE:

10. Shared support for veterans and their families:
- a. The Participants will work together wherever possible to provide support to veterans and their families and whānau. This may involve, for example, RNZRSA support advisers supporting veterans and their families or whānau to make applications to VA, or RNZRSA support advisers disseminating information on VA entitlements and services. Equally, it may involve VA referring veterans and their families or whānau to their local RSA for support.
 - b. The Participants will consult each other on development of major policy proposals.
 - c. Where VA is consulted about a government policy proposal which may impact on veterans it will recommend to the relevant government agency that the RNZRSA also be consulted. Where appropriate, VA will facilitate that consultation.
 - d. The participants will develop an escalation process to ensure issues relating to veterans are resolved in an efficient manner.

COMMUNICATION AND SHARING OF INFORMATION

11. Each Participant will speak respectfully about the role of the other and will seek to understand a position taken before providing any comment on the activities of the other.
12. There will be regular meetings between the Participants where each contributes to the agenda, and discussion is free and frank.

13. The Participants will inform each other of any significant changes to policy, practice, management, or governance which may be of interest to the other.
14. The Participants will inform each other of any approach from the media on a matter of interest to both.
15. The Participants will inform each other, where appropriate, of matters or issues in the political realm of interest to the other.
16. The Participants will manage exchanges of personal information about veterans and their families or whānau in line with the requirements of the Privacy Act 2020, and specific arrangements formally set in place between the Participants from time to time.

SHARED RESOURCES AND ACCESS TO RESPECTIVE ORGANISATIONS

17. VA will provide the RNZRSA with training on any significant changes to the law or policy affecting veterans and their families.
18. VA will provide the RNZRSA National Office with copies of any updated policies, factsheets or other information relating to veterans and their families.
19. VA will champion invitations for RNZRSA senior executives to attend New Zealand Defence Force presentations or events of interest.
20. The RNZRSA will provide invitations for VA senior leaders to attend RNZRSA presentations or events of interest.
21. The RNZRSA will provide facilities, venues and meet some costs, as mutually agreed, to facilitate VA support.

STRATEGY REFERENCES

22. The strategies of each Participant will reflect the importance of the RNZRSA/VA partnership to that Participant.

SHARED DEVELOPMENTS

23. The Participants have a joint interest in developing improved support for currently and formerly serving veterans and their families and whānau. To this end they have consented to share knowledge and research around this area, and to consider possible joint initiatives.

TERM

24. This MoU comes into effect on the date this MoU is signed by both Participants.
25. The Participants will review the terms of this MoU as and when required, should circumstances or changes in legislative requirements make this necessary, but in any case will review it at least annually.
26. Either Participant may terminate this MoU by giving six months' notice, in writing, to the other Participant.

VARIATION

27. The Participants may from time to time mutually decide to vary the terms of this MoU. No variation to this MoU will be effective unless it is in writing and signed by both Participants.

LEGAL EFFECT

28. This MoU does not create legally binding obligations between the RNZRSA and VA.


RELATIONSHIP MANAGEMENT

29. The Participants each have a vested interest in the effectiveness of this MoU. To facilitate this relationship, each participant has nominated a Relationship Manager. The Relationship Managers' details are contained in Schedule One.

SIGNED on behalf of Veterans' Affairs, the New Zealand Defence Force, and the Royal New Zealand Returned and Services' Association.



B. MACKENZIE
Head of Veterans' Affairs
New Zealand Defence Force



M. DONOGHUE
Chief Executive
Royal New Zealand Returned and Services'
Association

Dated this *7th* day of *DECEMBER,*

Dated this *7th* day of *December 2023*

SCHEDULE ONE

Relationship Managers

Relationship Manager for VA

Name: Bernadine Mackenzie
Designation: Head of Veterans' Affairs
Contact: 021 925 852

Relationship Manager for RNZRSA

Name: Marty Donoghue
Designation: Chief Executive, RNZRSA
Phone number: 021 620 146