

## Annex 3.5.V: Navy – Individuals critical to Navy capability

**This form is in four parts.**

- Part A – provides information about the offer and the bonus scheme, and is for you to keep.
- Part B – your formal acceptance of the offer and your agreement to serve in the rank for an agreed period (up to two years).
- Part C – your election about how the bonus is paid.
- Part D – additional payment information if you choose to pay the money into a superannuation fund.

### Part A: Offer and information about the retention bonus scheme

This Part provides information about the retention bonus you have been offered, and is for you to keep.

If you fill in and sign the acceptance form, you are accepting an offer made to you under the Navy – Individuals critical to Navy capability retention bonus authorised under Chapter 3 Part 5 [Division 21](#) of Defence Determination 2005/15, Conditions of Service, made under section 58B of the *Defence Act 1903* ('the Determination').

#### Offer

The offer made is as follows:

.....[*member's name*] is hereby offered a bonus by **Director Navy People Career Management Agency/Deputy Director Navy People Career Management Agency** [*delete whichever is irrelevant*].

The bonus offered is an amount of \$.....which has been approved by the **Director General Navy People**.

If the offer is accepted, the member must perform a period of

.....service (the 'agreed period of service') in the following position, employment category, primary qualification or skill set:

.....

Signed this day by:

Name:.....Rank:.....  
**Director Navy People Career Management Agency/Deputy Director Navy People Career Management Agency** [*delete whichever is irrelevant*].

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## Information about the retention bonus scheme

I understand that my acceptance of this retention bonus is subject to the following terms and conditions.

1. I hold a position, employment category, primary qualification or skill set for which I have been offered a bonus under this Division.
2. I cannot agree a period of service for the purpose of this bonus if it is longer than I have to serve, unless I also apply to extend my fixed period of service or my compulsory retirement age.
3. On joining the scheme, I will be paid the amount of retention bonus that was offered to me.
4. If I accept the offer of a retention bonus under this Division, I must serve the period specified in the offer. This period is called my 'agreed period of effective service' and I must serve it in the position, employment category or primary qualification for which the bonus was offered to me.
5. If I leave the position, employment category or primary qualification for which the bonus was offered to me by Navy for a reason within my control, I may have to repay a part of the bonus.
6. I may not be asked to repay part of the bonus if I do not complete the agreed period of service for a reason beyond my control. Examples are if I transfer out of the trade, employment category or primary qualification I am in for Service reasons; am retrenched or made redundant; reach the end of a fixed period of service or compulsory retirement age; am discharged for medical reasons; or die.
7. If I start to serve an undertaking for further service under Part 8 of the *Military Superannuation and Benefits Act 1991* (as preserved by item 4 of Schedule 4 of the *Defence Legislation Amendment Act (No. 1) 2005*) ('an MSBS undertaking') before I finish the retention bonus, I may not finish my agreed period of service for the retention bonus until after I have completed the MSBS undertaking.
8. If I start to serve a return of service (ROSO) or other undertaking for further service after I have accepted the offer of a retention bonus, I will have to complete my agreed period of service after I finish my ROSO or undertaking for further service.
9. I may elect to pay the scheme payments into a superannuation fund using the forms provided at Parts C and D.
10. Effective service for the retention bonus is continuous full-time service for which salary is paid. Leave or other events may not be effective service and may reduce my amount of retention bonus. The table in subclause 3.5.209.3 of the Determination shows what counts as effective service.
11. If I am already in another bonus scheme under the Determination, I may be paid out of that scheme on a pro rata basis or serve my agreed period of service under this bonus after I complete my service undertaking for the earlier bonus.
12. I am aware that Defence will treat the information in this acceptance form as my personal information covered by the *Privacy Act 1988* and I consent to Defence using it in de-identified form for reporting and statistical purposes. I am aware that if I publish this information to others, I may make the protections provided to me by the Privacy Act ineffective.

Full details of the completion bonus scheme are contained in Chapter 3 Part 5 [Division 21](#) of Defence Determination 2005/15, Conditions of Service.

This acceptance form, and the related parts of Defence Determination 2005/15, is the whole agreement between us about the nature of this scheme. It overrides any other prior understanding or agreement about the scheme. This would include, for instance, things I may have been told about the scheme or things I may have read elsewhere.

**Part B: Acceptance of offer and undertaking to serve an agreed period for a retention bonus**

I,.....  
 (Rank) (Last name) (Given name)  
 ..... ,  
 (Service number) (Employee ID)

accept the offer to join the Navy – Individuals critical to Navy capability retention bonus scheme.

The amount of the bonus offered to me is \$.....

I agree to serve in the Permanent Navy/perform continuous full-time service as a member of the Navy Reserve for:

.....year/s and.....months of effective service (*time period of up to two years*)

in the following position/employment category/primary qualification (*delete the descriptors that do not apply*):

.....

I acknowledge that the provisions of Chapter 3 Part 5 [Division 21](#) of Defence Determination 2005/15, Conditions of Service ('the Determination'), have been brought to my notice.

*Please tick the boxes that apply below.*

I have read and understood Part A of this form.	Yes [ ]	No [ ]
I have sought independent legal advice in relation to this undertaking.	Yes [ ]	No [ ]
I have sought independent financial advice in relation to this undertaking.	Yes [ ]	No [ ]
I have completed the options for payment (see Parts C and D of this form.)	Yes [ ]	No [ ]
I have applied to extend my fixed period of service, or have sought extension of my compulsory retirement age beyond the period of service required for the bonus.	Yes [ ]	No [ ]
[ ] This is my first acceptance of a place in the scheme.		
[ ] I am not currently in receipt of any other retention or completion bonus.		
[ ] I elect to be paid out of the following retention or completion bonus on a pro rata basis so as to commence my agreed period of service under this bonus scheme:  (List other bonus scheme).....		
[ ] I am required to serve under these other bonus schemes before I serve my agreed period of service for this bonus:  (List any other bonus schemes).....		

Dated this                      day of                      20

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed name

Witness

*(This person must be  
above the applicant in the  
chain of command)*

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed name and rank

I,

.....  
(Rank)                      (Last name)                      (Given name)                      (Employee ID)

verify that the member has met all requirements for payment of the retention bonus.

\_\_\_\_\_  
Approved  
Administrator authorised for and on behalf of the Navy

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## Part C: Payment details

.....

(Rank)

(Last name)

(Given name)

(Employee ID)

This form must be submitted along with the acknowledgment and undertaking to serve form (Parts A, B and C).

There are three options for payment.

Option one:                    Paid into the member's normal pay account. The amounts will be taxed at the applicable tax rate at the time of payment.

Option two:                    As an employer contribution to superannuation. This election is made once, but you will later be able to vary this election.

Option three:                 As a combination of these.

*All members are strongly advised to seek professional financial advice when making this decision. ADF members are not qualified to provide this advice.*

### Retention bonus payment

I choose this payment method for my retention bonus:

**Option one:**        Paid into my normal pay account. The amounts will be taxed at the applicable tax rate at the time of payment.

**Option two:**        The full amount paid as an employer contribution to superannuation. I have nominated a superannuation fund in Part D of this form.

**Option three:**     1. \_\_\_\_\_% of the bonus payment as an employer contribution to superannuation. I have nominated a superannuation fund in Part D of this form.

2. The balance of the amount paid into my normal pay account. These will be taxed at the applicable tax rate.

*Tick one box. Only select **one** of the options.*

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**Part D: Superannuation fund nomination**

*This section must be completed if either option two or three has been selected for one of the items in Part C. It is the member's responsibility to supply superannuation fund details.*

I nominate this Eligible Choice Fund for my retention bonus.

Fund name .....

Fund number .....

Fund account number .....

Fund address .....

Member's account number.....

Member's tax file number (optional).....

Dated this                      day of    20

\_\_\_\_\_  
Signed

Name (printed) \_\_\_\_\_

Work address \_\_\_\_\_

Occupation \_\_\_\_\_

Date \_\_\_\_\_