

**NEW ZEALAND RETIREMENT TRUST**

**DEED OF AMENDMENT AND RESTATEMENT**

**In respect of the Specification Agreement for the State Sector Retirement  
Savings Scheme**

DATED the 13<sup>th</sup> day of November 2024

## PARTIES

1. **PUBLIC SERVICE COMMISSIONER** (the "Commissioner")
2. **PUBLIC TRUST** (the "Supervisor")
3. **AMP WEALTH MANAGEMENT NEW ZEALAND LIMITED** (the "Manager")

## RECITALS

1. The New Zealand Retirement Trust (the "Trust") was established by a deed dated 17 July 1995 and is currently governed by a deed dated 18 June 2020 as amended from time to time.
2. The Trust is a registered managed investment scheme with a workplace savings section registered under the Financial Markets Conduct Act 2013 (the "Workplace Savings Section").
3. A specification agreement between the Commissioner and the Manager dated 28 March 2022 (the "Specification Agreement") prescribes the terms on which the Manager currently makes continued participation in the Workplace Savings Section available to Employers (as defined in the Specification Agreement) under individual Employer Agreements which incorporate by reference the terms of the Specification Agreement as amended from time to time.
4. Pursuant to clause 15.1 of the Specification Agreement, the Commissioner (on the Employers' behalf) and the Manager may by written agreement amend the Specification Agreement at any time.
5. The Commissioner wishes to amend the Specification Agreement as set out in this Deed and the Manager and (in view of its supervisory role in respect of the Trust) the Supervisor consent to the amendments.
6. The Supervisor:
  - (a) has certified that it is satisfied the proposed amendments to the Specification Agreement do not have a material adverse effect on any members of the Trust; and
  - (b) has provided a certificate that the Trust Deed, once amended as proposed by this Deed, will continue complying with sections 135 to 137 of the Financial Markets Conduct Act 2013 on the basis set out in the certificate.

## AMENDMENT AND RESTATEMENT

The Commissioner and the Manager, with the consent of the Supervisor (as evidenced by its execution of this Deed), agree that effective 1 December 2024:

- (a) the Specification Agreement is amended and restated in the form set out in and comprising the Schedule to this deed; and

(b) the Specification Agreement as amended and restated is confirmed and remains in full force and effect.

This Deed may be executed in any number of counterparts all of which, when taken together, are to constitute one and the same instrument. A party may enter into this Deed by executing any counterpart and execution can occur electronically.

This Deed is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

**EXECUTED** as a deed.

**SIGNED** for and on behalf of the  
**PUBLIC SERVICE COMMISSIONER.**



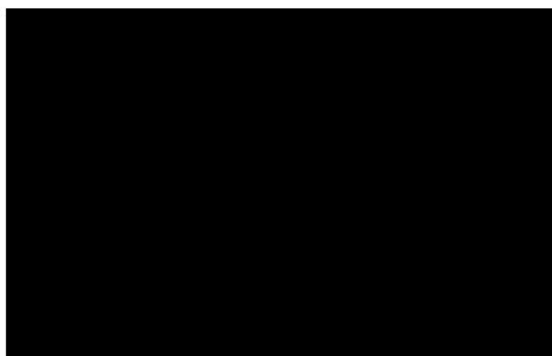
Witness:

LC Berkett

Print name:

Occupation:

Address:



**PUBLIC TRUST** by its attorney  
in the presence of:



Signature



Signature of Attorney

Ramona Pauline Isabella van Melle  
Senior Manager Client Services  
Public Trust, Auckland

Name

Brian Cheow Hin See  
Senior Manager Client Services  
Public Trust, Auckland

Name of Attorney

Address

Occupation

**SIGNED** for and on behalf of  
**AMP WEALTH MANAGEMENT  
NEW ZEALAND LIMITED**  
by an authorised person  
in the presence of:



Signature

Carissa Hadfield

Name

Retirement Product Lead

Designation

Witness:



Print name:

Jamie Busby

Occupation:

Assistant Product Manager

Address:

Auckland, New Zealand

## **SCHEDULE - AMENDED AND RESTATED SPECIFICATION AGREEMENT**

# Specification Agreement – State Sector Retirement Savings Scheme (AMP)

AMP Wealth Management New Zealand Limited as manager  
of the New Zealand Retirement Trust (*Manager*)

Public Service Commissioner (*Commissioner*)





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## **SPECIFICATION AGREEMENT – STATE SECTOR RETIREMENT SAVINGS SCHEME (AMP)**

*Date:*

### **PARTIES**

**AMP Wealth Management New Zealand Limited** as manager of the New Zealand Retirement Trust (*Manager*)

**Public Service Commissioner** (*Commissioner*)

### **BACKGROUND**

- A The New Zealand Retirement Trust (*Trust*) is a managed investment scheme which is registered under the Financial Markets Conduct Act 2013 as a workplace savings scheme and is currently governed by a deed dated 18 June 2020 (*Trust Deed*).
- B A specification agreement between the Commissioner and the Manager dated 28 March 2022 (*Existing Agreement*) prescribes the terms on which the Manager currently makes continued participation in the Trust available to Employers (as defined in the Existing Agreement).
- C The Manager and the Commissioner wish to amend the Existing Agreement in the manner set out in this Agreement.
- D The Supervisor has certified that:
  - (a) it is satisfied the proposed amendments to the Existing Agreement do not have a material adverse effect on any members of the Trust;
  - (b) the Trust Deed (once amended as proposed by this Agreement) will continue complying with sections 135 to 137 of the FMCA on the basis set out in the certificate.

**THE PARTIES AGREE** to amend the Existing Agreement by revoking all of its substantive provisions and replacing them with the following provisions with effect on and from 1 December 2024:

### **1 INTERPRETATION**

#### **1.1 Definitions in Trust Deed**

Words and expressions defined in the Trust Deed have the same meanings when used in this Agreement, unless the context otherwise requires (but, for the purposes of the Scheme, the meaning given to a defined term in *Clause 1.2* will override any differing meaning given to that defined term in the Trust Deed).

#### **1.2 Additional definitions**

In this Agreement, unless the context otherwise requires:



*Balance Date* means 30 June in each year, or any other year-end balance date prescribed for the Scheme from time to time by written agreement between the Commissioner and the Manager;

*Charter School* means a charter school as defined in section 10(1) of the Education and Training Act 2020 whose Sponsor is an Employer;

*Commissioner* means the Public Service Commissioner, and includes any person appropriately authorised to act on the Commissioner's behalf;

*Eligible Employee* means any person who is:

- (a) employed by an Employer:
  - (i) in New Zealand (or overseas, if the person is employed under New Zealand terms and conditions and an offer of Scheme membership would not be prohibited by the laws of the relevant overseas jurisdiction); and
  - (ii) permanently; and
  - (iii) as a registered kindergarten teacher, if employed by a free kindergarten association; and
- (b) currently receiving a Salary; and
- (c) not currently a contributing member of the Government Superannuation Fund; and
- (d) not receiving from an Employer:
  - (i) a funding subsidy, with respect to membership of another Retirement Scheme, which (after deducting ESCT) exceeds or is equal to the Maximum Subsidy Rate and is not tradable for any increase to that person's Salary; or
  - (ii) a superannuation allowance which is additional to Salary and (after deducting tax) exceeds or is equal to the Maximum Subsidy Rate;

unless, as a condition of the person remaining a Subsidised Member, that funding subsidy or superannuation allowance has reduced by an amount at least equal (after tax) to the Maximum Subsidy Rate prescribed for that person from time to time.

The Manager may rely on and treat as conclusive written notice from an Employer as to whether or not, at any time, a person is an Eligible Employee;

*Employer* means an entity which:

- (a) has been admitted to participate in the Scheme in accordance with *Clause 2.1* (or a materially corresponding provision in a former specification agreement for the Scheme); and



- (b) has not ceased to participate in the Scheme pursuant to *Clause 13* (or a materially corresponding provision in a former specification agreement for the Scheme) or ceased (by reason of being reconstructed, amalgamating with another Employer or ceasing to exist) to employ any Eligible Employees or Members;

*Employer Agreement* means an agreement substantially in the form set out in *Schedule 1*;

*Equivalent Overseas Retirement Scheme* has the meaning given to it in regulation 82 of the FMC Regulations;

*ESCT* means employer's superannuation contribution tax or any similar tax or charge;

*FMCA* means the Financial Markets Conduct Act 2013;

*FMC Regulations* means the Financial Markets Conduct Regulations 2014;

*KiwiSaver Scheme* means a KiwiSaver scheme as defined in section 4 of the KiwiSaver Act 2006;

*KiwiSaver Scheme Rules* means the KiwiSaver scheme rules as defined in section 4 of the KiwiSaver Act 2006;

*Manager* means the manager of the Trust from time to time, being AMP Wealth Management New Zealand Limited as at the date of this Agreement;

*Maximum Subsidy Rate* for a Member means, except as prescribed in *Clause 4.7*, 3% of Salary (or a greater percentage of Salary if the Commissioner so determines) less:

- (a) any funding subsidy received by the Member from an Employer in respect of membership of another Retirement Scheme, if that funding subsidy is not tradable for any increase to the Member's Salary; or
- (b) any superannuation allowance received by the Member from an Employer which is additional to Salary;

unless, as a condition of the Member remaining a Subsidised Member, that funding subsidy or superannuation allowance has been reduced by an amount at least equal (after tax) to the Maximum Subsidy Rate then prescribed for the Member.

The Maximum Subsidy Rate for a Member may at any time be a greater percentage of Salary if the Member's Employer so determines;

*Member* means a member of the Scheme;

*Member's Scheme Accounts* means a Member's Member Account, Voluntary Account, Salary Sacrifice Account and Employer Account;





*New Zealand Superannuation Age* means, in respect of a Member, the age at which persons of the Member's age ordinarily qualify for New Zealand superannuation under section 7 of the New Zealand Superannuation and Retirement Income Act 2001;

*Parental Leave* means parental leave as defined in section 2(1) of the Parental Leave and Employment Protection Act 1987;

*Permitted Scheme* means:

- (a) a Retirement Scheme;
- (b) a KiwiSaver Scheme;
- (c) an Equivalent Overseas Retirement Scheme; and/or
- (d) a Schedule 3 Scheme;

*Retirement Scheme* means a superannuation scheme or a workplace savings scheme, as each of those terms is defined in the FMCA;

*Salary* means:

- (a) in relation to:
  - (i) a Member who is a principal of a State School, the sum of the annual before-tax amount of base salary (including supplementary component) plus equity index payments; and
  - (ii) a Member who is a teacher at a State School, the sum of the annual before-tax amount of base salary or wages plus permanently allocated salary units;

being received by the Member through the Ministry of Education's payroll facility in respect of a State School; and

- (b) in relation to any other Member (unless the Commissioner directs otherwise) the annual before-tax amount of base salary or wages being received by the Member through an Employer's payroll facility.

Salary excludes any fixed-term salary unit (in the case of a Member to whom paragraph (a) of this definition applies) and any other allowance or remuneration allocated or paid to the Member, whether through an Employer's payroll facility or otherwise.

If a Member who receives a Salary enters into a Salary Sacrifice Agreement then, for the purposes of this Agreement, the Member's Salary will be determined as if the resulting reduction in remuneration had not occurred.

*Salary Sacrifice Agreement* means an agreement between a Member and the Member's Employer whereby the Member's remuneration is reduced in consideration



of the Employer agreeing to contribute to a Salary Sacrifice Account on the Member's behalf;

*Schedule 3 Scheme* has the meaning given to it in section 6(1) of the FMCA;

*Scheme* means the State Sector Retirement Savings Scheme (AMP) constituted pursuant to this Agreement as a section of the Trust;

*School* means a State School or a Charter School (as applicable);

*Serious Illness* means serious illness as defined in clause 12(3) of the KiwiSaver Scheme Rules;

*Sponsor* means in relation to a Charter School its sponsor as defined in section 10(1) of the Education and Training Act 2020;

*State School* means a State school as defined in section 10(1) of the Education and Training Act 2020;

*State Sector Retirement Savings Scheme* means the TRSS and any other Retirement Scheme, or section comprised within a Retirement Scheme, which is approved by the Commissioner for the purposes of this definition and in which all or any of the Employers are participants on terms materially corresponding to those of the Scheme;

*Subsidised Member* means a Member (other than, subject to *Clause 4.7*, a Member for whose benefit an Employer is contributing to a KiwiSaver Scheme) who:

- (a) is an Eligible Employee; or
- (b) is not an Eligible Employee solely by reason of non-compliance with paragraph (a)(ii) of the *Eligible Employee* definition, and:
  - (i) was an Eligible Employee on the date of becoming a Member (or later became an Eligible Employee) and is employed under a fixed term agreement with the Member's Employer; or
  - (ii) since the date of becoming a Member, has completed four or more consecutive months' service with an Employer or Employers under one or more fixed term agreements;

including any such Member who was formerly an Unsubsidised Member, provided that if (pursuant to any provision materially corresponding to *Clause 12.5(d)* or *Clause 13.3(c)*) the Member has retained a credit balance in another Retirement Scheme as a consequence of the termination of a State Sector Retirement Savings Scheme or their Employer ceasing to participate in any State Sector Retirement Savings Scheme, the Member is not receiving any funding subsidy from their Employer with respect to membership of that other scheme;

*Supervisor* means the supervisor of the Trust from time to time, being Public Trust as at the date of this Agreement;



*Teaching Service Member* means a Member who is employed to work as a teacher or principal at a School;

*Total and Permanent Disablement*, in relation to a Member, means absence from service with the Member's Employer for six consecutive months (or such lesser period as the Manager may determine) by reason of injury or illness of such extent that the Member is unlikely ever to engage in or work for reward to a significant extent in any occupation or work for which the Member is reasonably qualified by education, training or experience;

*Total Credit* in respect of a Member means at any relevant date the total balances in the Member's Member Account, Voluntary Account, Salary Sacrifice Account and Employer Account, less any fees due for payment from any of those accounts (and, where any of *Clauses 12 to 14* applies, the Member's proportionate share of any termination or wind-up costs payable under the Trust Deed);

*TRSS* means the Teachers' Retirement Savings Scheme, governed by an employer agreement between the trustee of the Employee Retirement Plan and the Secretary for Education;

*Transferee Scheme* means:

- (a) any KiwiSaver Scheme; and
- (b) in respect of a Member who is eligible for a benefit payment under any of *Clauses 8.3 to 8.6, 8.8 or 8.13*, any other division of the Trust which is at the relevant time approved by the Manager as a division to which the Member may transfer the Member's Total Credit pursuant to *Clause 10*; and
- (c) provided the manager, trustee or supervisor (as applicable) of the relevant scheme has satisfied the Manager that the amount transferred (excluding any Voluntary Account balance) cannot be withdrawn until the relevant Member attains age 50, other than under provisions materially corresponding to any or all of *Clauses 8.2, 8.7, 8.8, 8.12 and 8.13*, a Retirement Scheme or an overseas superannuation scheme.

*Unsubsidised Member* means a Member who is not a Subsidised Member.

### 1.3 **Clauses and Schedules**

References to *Clauses* and *Schedules* are references to clauses and schedules (respectively) of this Agreement.

### 1.4 **Statutes**

A reference to a statute or regulation includes:

- (a) all amendments to and consolidations of that statute or regulation from time to time; and
- (b) any statute or regulation passed in substitution for the statute or regulation referred to, or incorporating any of its provisions.





## 2 ADMISSION OF EMPLOYERS TO SCHEME

- 2.1 Subject to the Commissioner's approval, the Manager agrees to admit to participation in the Scheme as an Employer (as defined in the Trust Deed), on the terms set out in this Agreement, any entity wishing from time to time to become an Employer (provided that in each case the entity enters into an Employer Agreement).
- 2.2 The Manager acknowledges that:
- (a) the provisions of each Employer Agreement will form part of the Trust Deed; and
  - (b) the terms and conditions relating to contributions and benefits specified in each Employer Agreement will override those specified in the Trust Deed;
- in each case in respect of the relevant Employer and every Member subject to the provisions of that Employer Agreement.
- 2.3 The section of the Trust that relates to the Employers is called the "State Sector Retirement Savings Scheme (AMP)", the terms of which are as prescribed in the Trust Deed as modified from time to time for the Scheme pursuant to *Clause 2.2*.
- 2.4 When an Employer Agreement takes effect, the relevant entity shall become an Employer participating in the Trust in respect of all Members employed by that entity.

## 3 TERMS OF MEMBERSHIP OF SCHEME

- 3.1 **Closure to new Members**  
The Scheme will remain closed to new Members.
- 3.2 **Terms of continued membership**  
The terms and conditions of each Member's continued membership of the Scheme, including the Member's benefit entitlements, are those prescribed in the Trust Deed (as modified pursuant to *Clause 2.2*).
- 3.3 **Benefits fully funded**  
The parties acknowledge that the structure of the Scheme is such that the benefits provided to Members under the Trust Deed (as modified pursuant to *Clause 2.2*) will be fully funded as they accrue.

## 4 CONTRIBUTIONS

- 4.1 **Subsidised Members**
- (a) **Minimum contribution rate**  
Subject to *Clauses 4.1(b)* and *4.5*, each Subsidised Member must contribute to the Scheme for each pay period during which they are a Subsidised Member at the rate of not less than 1.5% of every Salary payment received by that Subsidised Member. The Member's Employer must deduct that contribution from each such Salary payment and pass it direct to the Manager. The Manager will procure that, as a



condition of their Scheme membership, each Subsidised Member authorises that deduction in writing.

(b) ***Variation of contribution rates***

A Subsidised Member may elect, by written notice to the Member's Employer:

- (i) to increase or decrease their rate of contributions to the Scheme, so long as after decreasing their contribution rate the Member maintains the required minimum rate of contributions to the Scheme (which, where *Clause 4.5* applies, may be nil); or
- (ii) to suspend their contributions to the Scheme, either indefinitely or for such period as the Member elects.

(c) ***Limits on elections***

No Subsidised Member may make an election under *Clause 4.1(b)* any more than twice during any financial year of the Scheme, unless the Manager otherwise allows.

(d) ***Effective date***

An election made by a Subsidised Member under *Clause 4.1(b)* will take effect as soon as:

- (i) the Member's Employer has notified the Manager of that election; and
- (ii) the election can practicably be implemented by the Employer (and the Trust's administration manager and/or the Manager).

**4.2 Unsubsidised Members**

(a) ***If receiving Salary***

Subject to Clauses 4.2(c) and 4.5, an Unsubsidised Member who receives a Salary may (but need not) make regular contributions to the Scheme at the rate of not less than 1.5% of every Salary payment received by that Unsubsidised Member.

The Member's Employer must deduct that contribution from each such Salary payment and pass it direct to the Manager. The Manager will procure that, as a condition of their Scheme membership, each Unsubsidised Member to whom this *Clause 4.2(a)* applies authorises that deduction in writing.

(b) ***If not receiving Salary***

An Unsubsidised Member who does not receive a Salary may (but need not) make regular contributions to the Scheme by automatic payment or such other means as the Manager may approve from time to time.

(c) ***Variation of contributions***

An Unsubsidised Member who is contributing to the Scheme under this *Clause 4.2* may elect, by written notice to the Member's Employer (or to the Manager, in the case of a Member to whom *Clause 4.2(b)* applies):

- (i) to increase or decrease their rate of contributions to the Scheme, so long as after decreasing their contribution rate the Member maintains the required minimum rate of contributions to the Scheme pursuant to whichever of





*Clauses 4.2(a) or 4.2(b) applies (which, in the case of a Member to whom Clause 4.2(a) applies, may be nil pursuant to Clause 4.5); or*

- (ii) to suspend their contributions to the Scheme, either indefinitely or for such period as the Member elects.

(d) **Limits on elections**

No Unsubsidised Member may make an election under *Clause 4.2(c)* any more than twice during any financial year of the Scheme, unless the Manager otherwise allows.

(e) **Effective date**

An election made by an Unsubsidised Member under this *Clause 4.2* will take effect as soon as:

- (i) the Member's Employer has notified the Manager in writing of that election (in the case of a Member to whom *Clause 4.2(a)* applies); or
- (ii) the Member has notified the Manager in writing of that election (in the case of a Member to whom *Clause 4.2(b)* applies);

and the election can practicably be implemented by the Trust's administration manager and/or the Manager and (where *Clause 4.2(a)* applies) the Employer.

(f) **KiwiSaver contributors**

An Unsubsidised Member for whose benefit an Employer is contributing to a KiwiSaver Scheme shall be deemed for the purposes of *Clause 4.2(e)* (unless the Member otherwise notifies the Employer in writing) to have elected forthwith under *Clause 4.2(c)(ii)* to suspend their contributions to the Scheme for the period while those Employer contributions continue.

**4.3 All Members**

(a) **Salary/dollar multiples**

A Member's rate of contributions to the Scheme under *Clause 4.1* or *Clause 4.2* must at all times be a whole multiple of 0.5% of the Member's Salary (except in the case of an Unsubsidised Member contributing under *Clause 4.2(b)*, whose contributions must be a whole multiple of NZ\$10 per payment) with no maximum rate or amount.

(b) **Lump sums**

A Member may contribute additional lump sums to the Scheme at any time. A contribution made under this *Clause 4.3(b)*:

- (i) must be at least NZ\$100 (or such greater minimum amount as the Commissioner and the Manager may agree from time to time) with no maximum; and
- (ii) must be made in New Zealand currency; and
- (iii) is subject to such other terms and conditions (including, without limitation, as to the mode of payment) as the Commissioner and the Manager may agree from time to time.



Lump sums contributed to the Scheme under this *Clause 4.3(b)* will not give rise to any additional Employer contribution entitlements under the Scheme.

#### 4.4 **Employer Contributions**

##### (a) ***Employer subsidy contributions***

For each pay period each Subsidised Member's Employer must contribute to the Scheme in respect of that Subsidised Member, on or within 31 days after the date when the Member receives a Salary payment for that pay period:

(i) an amount equal to:

- the Member's contributions to the Scheme for that pay period under *Clause 4.1*; plus
- any contributions from the Employer to the Scheme for that pay period under *Clause 4.4(a)(ii)* (after deducting ESCT);

subject to a combined maximum of the Maximum Subsidy Rate (after deducting ESCT), expressed (for the avoidance of doubt) as a percentage of the Salary received by the Member for that pay period; plus

(ii) the contributions payable by the Employer to the Scheme for that pay period under any Salary Sacrifice Agreement with the Member.

##### (b) ***Unsubsidised Member – salary sacrifice contributions***

For each pay period, the Employer of any Unsubsidised Member who receives a Salary and has entered into a Salary Sacrifice Agreement with that Employer must contribute to the Scheme in respect of the Member, on or within 31 days after the date when the Member receives a Salary payment for that pay period, the contributions payable by the Employer to the Scheme for that pay period under the Salary Sacrifice Agreement.

##### (c) ***Unsubsidised Members***

Except under *Clause 4.4(b)*, no contributions are payable by an Employer to the Scheme in respect of any Unsubsidised Member other than contributions which fell due while the Member remained a Subsidised Member and are as yet unpaid.

##### (d) ***Former employees***

For the avoidance of doubt, no contributions are payable by an Employer to the Scheme in respect of any Member for any period after the Member has left the employment of that Employer.

##### (e) ***No upper age limit***

For the avoidance of doubt, no Member will be disqualified from receiving Employer subsidy contributions under *Clause 4.4(a)* by reason of having reached New Zealand Superannuation Age.

#### 4.5 **Salary Sacrifice**

##### (a) ***Suspending/reducing Member contributions***

A Member who has entered into a Salary Sacrifice Agreement with their Employer may elect at any time (with effect from the commencement of the next pay period) not to contribute, or to reduce, cease or suspend their contributions, to the Scheme





under *Clause 4.1(a)* or *Clause 4.2(a)*, so long as the Member's Employer notifies the Manager accordingly and, following that election:

- (i) the Member's regular contributions to the Scheme under *Clause 4.1(a)* or *Clause 4.2(a)* (if any); plus
- (ii) the contributions made to the Scheme by the Member's Employer under the Salary Sacrifice Agreement, after deducting ESCT;

together total not less than 1.5% of every Salary payment received by that Member.

(b) ***Varying rate of contributions***

Subject to *Clause 4.5(a)*, the Employer of a Member who has entered into a Salary Sacrifice Agreement with that Employer may at any time vary its rate of contributions to a Salary Sacrifice Account by agreement with the relevant Member (with effect from the commencement of the next pay period, or from a later date agreed between the Employer and the Member) so long as the Employer notifies the Manager accordingly.

4.6 **Parental Leave – Backdated Contributions**

(a) ***Resuming receipt of Salary***

A Subsidised Member resuming receipt of a Salary following a period of Parental Leave may elect to contribute to the Scheme (or arrange for their Employer to contribute to the Scheme, subject to the existence of a Salary Sacrifice Agreement) an amount equal (after deducting ESCT, in the case of a salary sacrifice contribution) to at least 1.5% of the Salary which the Member would have received for pay periods during the Member's Parental Leave, or for such one or more of those pay periods as the Member may elect, calculated as if the Member's Salary during the relevant Parental Leave period equalled the greater of their Salary immediately before commencing Parental Leave and their Salary on the date of resuming receipt of a Salary.

(b) ***Redundancy before resuming receipt of Salary***

A Member who:

- (i) was a Subsidised Member immediately before commencing a period of Parental Leave; and
- (ii) is made redundant by the Member's Employer effective before, or when, that Parental Leave period ends;

may elect to contribute to the Scheme an amount equal to at least 1.5% of the Salary which the Member would have received for pay periods from (and including) the commencement of the Parental Leave to the effective date of the Member's redundancy, or for such one or more of those pay periods as the Member may elect, calculated as if the Member's Salary during the relevant Parental Leave period equalled their Salary immediately before commencing Parental Leave.

(c) ***Employer subsidy contributions***

If a Member contributes pursuant to either of *Clauses 4.6(a)* or *4.6(b)* (or the Member's Employer contributes under a Salary Sacrifice Agreement pursuant to *Clause 4.6(a)*) then the Member's Employer must contribute to the Scheme as soon



as practicable, in respect of that Member, an additional amount equal (after deducting ESCT) to that contribution, subject to a maximum of the Maximum Subsidy Rate with respect to the relevant Parental Leave period.

(d) **Calculation bases**

For the purposes of *Clause 4.6(c)*:

- (i) the Maximum Subsidy Rate for a Member shall be determined as a percentage of the Salary which the Member would have received for the relevant Parental Leave period, calculated in the manner prescribed by *Clause 4.6(a)* or *Clause 4.6(b)* (as applicable); and
- (ii) a salary sacrifice contribution made under *Clause 4.6(a)* will be the net amount contributed to the Scheme after deducting ESCT.

(e) **Timing of contributions**

A contribution made by or for a Member under *Clause 4.6(a)* shall be made within 7 months after the end of the Member's Parental Leave, and a contribution made under *Clause 4.6(b)* shall be made before the effective date of the Member's redundancy.

4.7 **School Employees - Split Employer Contributions**

Notwithstanding any other provision of this Agreement, but with the intention that the standard provisions of this *Clause 4* will otherwise apply, if a Member has entered into a written agreement in accordance with *Clause 4.7* of the Existing Agreement then while:

- (a) the Ministry of Education (*MoE*) or the Sponsor (as applicable) is contributing to a KiwiSaver Scheme for the Member's benefit; and
- (b) the Member is contributing to this Scheme at the rate of not more than 2.5% of Salary; and
- (c) the Member would be a Subsidised Member under the other provisions of this Agreement but for the fact that *MoE* or the Sponsor is contributing to a KiwiSaver Scheme for their benefit;

the Member will be a Subsidised Member unless and until the Member otherwise notifies *MoE* or the Sponsor (as applicable) in writing, but with the Maximum Subsidy Rate that would otherwise apply to the Member in the relevant pay period under the *Maximum Subsidy Rate* definition in *Clause 1.2* reduced by the before-tax rate at which *MoE* or the Sponsor is contributing in that pay period to a KiwiSaver Scheme for the Member's benefit.

5 **SCHEME ACCOUNTS**

5.1 **Member's Member Account**

- (a) The Manager must establish and maintain a "Member Account" in respect of every Member who contributes to the Scheme under any of *Clauses 4.1, 4.6(a)* or *4.6(b)*.





- (b) A Member's Member Account must be credited with contributions paid by the Member under any of *Clauses 4.1, 4.6(a) or 4.6(b)* to the extent that they do not exceed, when made, the Maximum Subsidy Rate for the relevant period.

**5.2 Member's Voluntary Account**

- (a) The Manager must establish and maintain a "Voluntary Account" in respect of every Member who contributes to the Scheme:

- (i) under any of *Clauses 4.1, 4.6(a) or 4.6(b)* at a rate exceeding the Maximum Subsidy Rate; or
- (ii) under either of *Clauses 4.2 or 4.3(b)*.

- (b) A Member's Voluntary Account must be credited with:

- (i) contributions paid by the Member under any of *Clauses 4.1, 4.6(a) or 4.6(b)* to the extent that they exceed, when made, the Maximum Subsidy Rate for the relevant period; and
- (ii) contributions paid by the Member under *Clause 4.2 or Clause 4.3(b)*.

**5.3 Salary Sacrifice Account**

- (a) The Manager must establish and maintain a "Salary Sacrifice Account" in respect of every Member for whom the Member's Employer contributes to the Scheme under a Salary Sacrifice Agreement, so long as the Member's Employer has notified the Manager accordingly.

- (b) A Member's Salary Sacrifice Account must be credited with the Employer's contributions under the Salary Sacrifice Agreement (after deducting ESCT).

**5.4 Employer Account**

- (a) The Manager must establish and maintain an "Employer Account" for every Member in respect of whom the Member's Employer is required to contribute, or has contributed, to the Scheme other than under a Salary Sacrifice Agreement.

- (b) A Member's Employer Account must be credited with all the Employer's contributions to the Scheme in respect of that Member other than salary sacrifice contributions.

**5.5 Accounts – General**

**(a) Credits to Accounts**

Without limiting any of *Clauses 5.1 to 5.4 or Clauses 10.1 and 10.2*, each Account comprised in the Scheme must be credited with:

- (i) any positive earnings declared by the Manager on funds held in that Account; and
- (ii) any amounts which the Manager determines from time to time to transfer to that Account from another of the Member's Scheme Accounts.

**(b) Debits from Accounts**

Each Account comprised in the Scheme must be debited with:



- (i) benefits or other amounts paid in respect of a Member from that Account;
  - (ii) amounts transferred from that Account to a Transferee Scheme;
  - (iii) any negative earnings declared by the Manager on funds held in that Account;
  - (iv) any administration fees or other expenses due for payment in respect of a Member or the Scheme (including termination or wind-up costs payable under the Trust Deed pursuant to any of *Clauses 12 to 14*) which are not debited to another Account in the Scheme or the Trust, paid directly to the Manager by any other party or deducted from a benefit or other amount paid from the Scheme; and
  - (v) any amounts which the Manager determines from time to time to transfer from that Account to another of the Members' Scheme Accounts.
- (c) ***Nil/negative balances***  
The Manager need no longer maintain an Account held for a Member if it has a nil or negative balance and the Manager (following due enquiry) expects no further credits to that Account.
- (d) ***Missing Members***  
Where the Manager cannot locate a Member or the Member's legal personal representative after the Member becomes entitled to receive the Member's Total Credit under any of *Clauses 12 to 14*, the Manager may transfer the Member's Total Credit to the Crown in accordance with section 149 of the Trusts Act 2019.

## 6 FEES AND EXPENSES

### 6.1 Scheme membership fees

The fees applying with respect to Members' membership of the Scheme are as prescribed in *Schedule 2*.

### 6.2 Debiting fees

#### (a) ***Debits from Accounts***

The Manager must debit the membership fees payable in respect of an individual Member under Part 1(a) of *Schedule 2*, when they fall due for payment, from the Member's Employer Account (to the extent that the Employer Account has a balance sufficient to meet those fees) and then from the Member's other Scheme Accounts in such manner and proportions as the Manager considers appropriate.

#### (b) ***Debits from either Accounts or unit prices***

The Manager may debit the administration fees payable under Part 1(b) of *Schedule 2*, when they fall due for payment, either from unit prices or from Employer Accounts or if there are insufficient funds in the Employer Accounts from any of the Members' Scheme Accounts (as the Manager considers appropriate).

#### (c) ***Debits from unit prices***

The Manager may debit the other fees payable in respect of the Scheme under *Schedule 2*, when they fall due for payment, from unit prices.





(d) **Alternative payment arrangements**

Notwithstanding *Clauses 6.2(a), 6.2(b) and 6.2(c)*, an Employer may elect to pay all or any of:

- (i) a fee payable under Part 1(a) of *Schedule 2* in respect of a Member employed by that Employer; or
- (ii) any other fee payable under *Schedule 2* which would otherwise be debited from unit prices;

when that fee falls due for payment, direct to the Manager.

- (e) Without limiting *Clause 6.2(d)*, an Employer may direct the Manager at any time to give effect to a differing arrangement for debiting and/or paying the fees payable in respect of some or all of the Members employed by that Employer.

6.3 **Variation of fees**

(a) **Agreed variations**

At any time and from time to time, the Manager and the Commissioner may agree in writing:

- (i) to increase, maintain, reduce or remove any of the fees prescribed in Parts 1(a) and 1(b) of *Schedule 2* effective the following 1 July or 1 January (as the case may be); or
- (ii) to increase, maintain, reduce or remove any of the fees prescribed in Part 2 of *Schedule 2*, or add an additional fee.

(b) **Withholding agreement**

The Commissioner's agreement under *Clause 6.3(a)* may not be unreasonably withheld in any circumstance, and will not be withheld where the Manager satisfies the Commissioner that the fee variation (or additional fee):

- (i) results directly from, and does not exceed, an increase in the fees payable by the Manager to an independent third party (or the addition of a new fee payable by the Manager to an independent third party) and is necessary for the administration of the Scheme; or
- (ii) is necessary for the Manager's continued effective performance of its duties and withholding the Commissioner's agreement would have a material adverse effect on the Manager's ability to do so.

(c) **Good faith requirement**

The Manager and the Commissioner shall act in good faith and co-operate with each other for the purpose of reaching agreement from time to time under *Clause 6.3(a)*.

(d) **Termination of Scheme if no agreement**

If the Manager and the Commissioner are unable to agree on any fee variation or additional fee under *Clause 6.3(a)* then either party may give the other three months' written notice terminating this Agreement and the Scheme, in which case:

- (i) the fee variation or additional fee will not take effect; and



- (ii) the provisions of *Clauses 12.4 and 12.5* will apply as if the notice to terminate had been given by the Commissioner or the Manager (as the case may be) under either of *Clauses 12.1 or 12.2*.
- (e) **Manager may remove/reduce fees**  
Notwithstanding *Clause 6.3(a)*, at any time and from time to time the Manager may, by written notice to the Commissioner, reduce or remove any of the fees prescribed in *Schedule 2*.

#### 6.4 **Investment-related fees**

The investment management and custodial fees, and transaction fees for investing in and redeeming assets, that are deducted from the Scheme's investment funds from time to time must not exceed the actual amounts charged to the Manager or to the Supervisor (as the case may be) for investment management or custodial services or by way of entry and exit charges.

### 7 **INVESTMENT**

#### 7.1 **Available Investment Funds**

The Manager must make available to Members, for the investment of the balances in the Members' Scheme Accounts, all of the investment funds that are offered under the Workplace Savings Section of the Trust excluding the AMP Balanced Fund No. 3 (*Investment Funds*).

#### 7.2 **Cessation of Investment Fund**

If the Manager ceases to offer any Investment Fund in which some or all of the balances in any of the Members' Scheme Accounts are invested, then the Manager will:

- (a) substitute for that Investment Fund (for the purposes of this *Clause 7*) the investment fund (or combination of investment funds) offered by the Manager which, in the Manager's opinion, most closely corresponds to the Investment Fund no longer offered; and
- (b) if the Manager determines no longer to hold any Trust assets in the relevant Investment Fund, transfer Members' residual balances in that Investment Fund to the substituted investment fund or funds (or to another Investment Fund if an affected Member so elects).

#### 7.3 **Investment elections**

Subject to *Clause 7.6*, a Member may elect at any time (by giving the Manager at least 7 days' prior written notice) to invest all of the contributions payable to the Scheme by and on behalf of the Member for future pay periods in any one or more of the Investment Funds (subject to any maximum number of Investment Funds determined by the Manager from time to time and advised to the Commissioner) in such percentages as the Member directs.

#### 7.4 **Default Investment Funds**

If, or to the extent that, a Member does not make an election pursuant to *Clause 7.3*, the Member's Scheme Account balances must be invested in:





- (a) the Trust's "Lifesteps Investment Programme" (being the default Investment Fund prescribed by the Manager for Members who do not make investment elections); or
- (b) such other Investment Fund as the Commissioner may direct the Manager to prescribe from time to time for the purposes of this *Clause 7.4* and which the Manager advises to the Members in writing.

**7.5 Switching**

Subject to *Clause 7.6*, a Member may elect at any time (by giving the Manager at least 7 days' prior written notice) to transfer all or a portion of the Member's Total Credit to one or more Investment Funds other than the Investment Fund or Funds in which the relevant amounts are invested, in such percentages or amounts as the Member directs.

**7.6 Limits on frequency**

Elections under either of *Clauses 7.3* or *7.5*:

- (a) may not be made any more frequently than twice during each financial year of the Scheme, unless the Manager otherwise allows; and
- (b) are subject to such other terms and conditions as the Manager may prescribe from time to time.

**8 BENEFIT WITHDRAWALS**

**8.1 Voluntary Account Balances**

A Member may withdraw from the Scheme at their election, at any time, part or all of the Member's Voluntary Account balance, provided that:

- (a) the minimum benefit payment under this *Clause 8.1* is the lesser of NZ\$1,000 (or such greater minimum amount as the Commissioner and the Manager may agree from time to time) and the full Voluntary Account balance, less any fees due for payment but not yet debited from that Account; and
- (b) a Member may make only two withdrawals under this *Clause 8.1* during each financial year of the Scheme.

**8.2 Significant Financial Hardship**

The Manager may at its sole discretion permit a Member to withdraw from the Scheme all or part of the Member's Total Credit if satisfied, based on whatever supporting evidence it may reasonably require, that the withdrawal is necessary to alleviate:

- (a) significant financial hardship as defined, by way of examples, in clause 11(1) of the KiwiSaver Scheme Rules; or
- (b) significant financial difficulties arising because of the Member's inability to carry out their usual occupation due to temporary illness, injury or disability;

on the Member's part.



### 8.3 **Attaining Age 50 and Leaving State Sector**

A Member who has attained age 50 and:

- (a) who is no longer employed by any Employer; and
- (b) whose most recent Employer has certified to the Manager, for the purposes of this *Clause 8.3*, that the Member has ceased employment with that Employer; and
- (c) who satisfies the Manager (or whose most recent Employer satisfies the Manager) that the Member has no intention of being re-employed by any Employer, either permanently or under a fixed-term agreement;

may withdraw from the Scheme, at the Member's election, part or all of the Member's Total Credit.

### 8.4 **Partial Retirement**

(a) A Member who is within 10 years of reaching New Zealand Superannuation Age and:

- (i) has reduced the Member's working hours from full time; and
- (ii) is employed by an Employer for 30 or fewer hours per week; and
- (iii) has notified the Manager, in writing, that the Member does not intend to increase the Member's hours in paid employment in the future;

may withdraw from the Scheme, at the Member's election, part or all of the Member's Total Credit.

- (b) A Member's notice to the Manager under *Clause 8.4(a)(iii)* must include a signed statement from the Member's Employer noting its understanding that the Member's hours in paid employment with the Employer will not increase.
- (c) A Member who makes a withdrawal under this *Clause 8.4* is not required to give notice to the Manager for each subsequent withdrawal if, at the time of the withdrawal, the Member's intention not to increase hours in paid employment with their Employer has not changed.

### 8.5 **Attaining NZ Superannuation Qualifying Age**

A Member who has reached New Zealand Superannuation Age may withdraw from the Scheme at the Member's election part or all of the Member's Total Credit.

### 8.6 **Special Provision – Teaching Service Members**

Without limiting any of *Clauses 8.1 to 8.5*, a Teaching Service Member who has attained age 50 may withdraw from the Scheme, at their election (whether or not the Member has left the teaching profession or their then employer), part or all of the balance in each of the Member's Member Account, Voluntary Account and Salary Sacrifice Account.

### 8.7 **Death**

If a Member dies then the Manager must pay the Member's Total Credit to their legal personal representatives.





**8.8 Serious Illness and Total and Permanent Disablement**

- (a) Notwithstanding any other provision of this *Clause 8*, if the Manager is reasonably satisfied (after obtaining and considering such medical evidence as it considers appropriate) that a Member is suffering from Serious Illness then the Manager must pay the Member their Total Credit, unless the Member elects under *Clause 8.9* to defer withdrawing from the Scheme all or any of the Member's Total Credit.
- (b) Notwithstanding any other provision of this *Clause 8*, if in the Manager's opinion (after obtaining and considering such medical evidence as it considers appropriate) a Member has suffered Total and Permanent Disablement, the Manager must pay the Member their Total Credit, unless the Member elects under *Clause 8.9* to defer withdrawing from the Scheme all or any of the Member's Total Credit.
- (c) *Clause 8.8(b)* only applies (so as to require the Manager to consider whether a Member has suffered Total and Permanent Disablement) if the Manager has considered under *Clause 8.8(a)* whether the Member is suffering from Serious Illness and has concluded that the Member is not suffering from Serious Illness.

**8.9 Deferring Withdrawals**

In addition to any other rights under the FMCA, a Member who becomes eligible for a benefit payment under any of *Clauses 8.3 to 8.6 or 8.8* may elect to defer withdrawing from the Scheme all or any of the Member's Total Credit, provided that:

- (a) the initial amount retained in the Scheme under this *Clause 8.9* is not less than the lesser of NZ\$1,000 (or such greater minimum amount as the Commissioner and the Manager may agree from time to time) and the Member's Total Credit; and
- (b) the Member may then elect to withdraw part or all of the Member's Total Credit at any time and from time to time, provided that the minimum withdrawal amount under this *Clause 8.9* is the lesser of NZ\$250 (or such greater minimum amount as the Commissioner and the Manager may agree from time to time) and the Member's Total Credit.

**8.10 Limiting Withdrawals**

Notwithstanding any other provision of this *Clause 8* the Manager may, at its discretion, limit or suspend withdrawals under any provision of this *Clause 8* if to do otherwise would, in the Manager's opinion, jeopardise the continued registration of the Trust as a Retirement Scheme.

**8.11 Leaving Employment**

- (a) For the sole purpose of *Clause 8.3*, a Member will be treated as having left employment at the close of the last day when the Member actually performs services for the relevant Employer (irrespective of any outstanding leave or notice period) as advised to the Manager by that Employer.
- (b) *Clause 8.3(a)* will not apply where a Member leaves an Employer's service to take up employment with another Employer, including as a consequence of the Member's Employer being reconstructed, amalgamating or ceasing to exist.



**8.12 First Home Purchase**

- (a) A Member may at the Member's election withdraw from the Scheme part or all of the Member's Total Credit if the Manager is satisfied (based on whatever evidence it may reasonably require) that the Member intends to purchase an estate in land in a circumstance specified in *Clause 8.12(b)*.
- (b) A Member may elect to make a withdrawal pursuant to *Clause 8.12(a)* where, treating membership of the Scheme as membership of a KiwiSaver Scheme, clause 8 of the KiwiSaver Scheme Rules would enable the withdrawal.

**8.13 Permanent Emigration**

A Member may at the Member's election withdraw from the Scheme or transfer to an overseas superannuation scheme part or all of the Member's Total Credit in a circumstance where, if the Member's membership of the Scheme were membership of a KiwiSaver Scheme, clause 14 of the KiwiSaver Scheme Rules (ignoring, each time they appear, the words "*Unless clause 14B applies*") would enable the withdrawal or transfer.

**8.14 Withdrawals Not Otherwise Permitted**

Without limiting either Clause 2.1(b) of the Trust Deed or any other provision of this Agreement, and for the avoidance of doubt, the provisions of this *Clause 8* will prevail over any provision in the Trust Deed enabling the Manager to pay a benefit to a Member in a circumstance not prescribed in this *Clause 8*.

**9 TERMINATION OF MEMBERSHIP**

A Member will cease to be a Member if, at any time, the Member has a nil or negative Total Credit:

- (a) following a benefit payment (except a payment made under *Clause 8.9*, if the Member remains an Eligible Employee and has elected that contributions by or in respect of the Member will continue under *Clause 4.1* or *Clause 4.5*); or
- (b) following a transfer to a Transferee Scheme; or
- (c) for any other reason, if the Manager resolves that the Member's membership is to cease.

A Member will not cease to be a Member by reason only of ceasing to be an Eligible Employee.

**10 BENEFIT TRANSFERS**

**Transfers into Scheme**

- 10.1 A Member may transfer into the Scheme from any Retirement Scheme or overseas superannuation scheme whether registered or not any New Zealand dollar amount.
- 10.2 An amount transferred into the Scheme under *Clause 10.1* may be credited to one or more of the Member's Scheme Accounts in the manner and in the proportions which the Manager, at its sole discretion, determines to be appropriate.





### **Transfers out of Scheme**

#### **10.3 A Member who:**

- (a) complies with paragraphs (a) to (c) of *Clause 8.3* (whether or not the Member has also attained age 50); or
- (b) is eligible for a benefit payment under any of *Clauses 8.4 to 8.6 or 8.8*;

may elect to transfer the Member's Total Credit to any Transferee Scheme (subject to the approval of the manager, trustee and/or supervisor (as applicable) of the Transferee Scheme).

#### **10.4 Subject to the approval of the manager, trustee and/or supervisor (as applicable) of the Transferee Scheme, a Member may elect at any time to transfer the Member's Total Credit to any KiwiSaver Scheme.**

#### **10.5 The Manager must transfer to the Transferee Scheme as soon as practicable any amount which a Member is entitled to transfer out of the Scheme under either of *Clauses 10.3 or 10.4*.**

#### **10.6 For the avoidance of doubt and notwithstanding any other provision in this Agreement, a Member who has satisfied the requirements for withdrawal of the Member's Total Credit under this Agreement and/or the Trust Deed and who elects to withdraw the Member's Total Credit from the Scheme may transfer the Member's Total Credit to any Permitted Scheme. The Manager must transfer to the Permitted Scheme as soon as practicable any amount which a Member is entitled to transfer out of the Scheme under this *Clause 10.6*.**

### **Information from Employers**

#### **10.7 The Employer of any Member to whom this *Clause 10* applies must provide to the Manager, on request, all information which the Manager may reasonably require from the Employer in order to comply with its obligations under this *Clause 10*.**

## **11 MANAGER'S REPORTING OBLIGATIONS AND SERVICE STANDARDS**

### **11.1 Quarterly reporting**

The Manager must provide the Commissioner each calendar quarter with a comprehensive administration report, in an agreed format, which summarises all principal Scheme-related administration functions for the quarter reported on and includes (without limitation) the information prescribed in *Schedule 3*.

### **11.2 Service Standards**

The Manager must comply with the service standards prescribed in *Schedule 4*.

### **11.3 Waiver by Commissioner**

The Commissioner may elect at any time (by giving written notice to the Manager) to discontinue, or to waive reliance upon, any of the reporting requirements prescribed in *Schedule 3* or any of the service standards prescribed in *Schedule 4*.



**11.4 Information from Employers**

To assist the Manager in complying with its obligations under this Agreement and its annual reporting obligations under legislation, each Member's Employer must notify the Manager, as soon as practicable, of:

- (a) each alteration to the Member's Salary; and
- (b) the rate at which the Member elects from time to time to contribute to the Scheme under any of *Clauses 4.1(a), 4.1(b), 4.2(a) or 4.2(c)* (as applicable), in each case expressed as a percentage of Salary.

The Manager may rely on and treat as conclusive, for the purposes of this Agreement, the Salary and contribution rate advised from time to time in respect of a Member under this *Clause 11.4*.

**11.5 Information from Manager**

Without limiting *Clause 11.1* or any other provision of this Agreement, the Manager must provide the Commissioner as soon as practicable, on request, with all information which the Commissioner may reasonably require from time to time to verify the Manager's compliance with its duties under the Trust Deed and this Agreement.

**12 TERMINATION OF EMPLOYERS' PARTICIPATION**

**12.1 Termination on notice – Commissioner**

The Commissioner, on the Employers' behalf, may terminate the Employers' participation in the Trust (thereby terminating the Scheme) at any time by giving the Manager not less than three months' prior written notice. At the end of that notice period, the provisions of *Clause 12.5* will take immediate effect.

**12.2 Termination on notice – Manager**

The Manager may terminate the Employers' participation in the Trust (thereby terminating the Scheme) at any time by giving the Employers not less than three months' prior written notice. At the end of that notice period, the provisions of *Clause 12.5* will take immediate effect.

**12.3 Termination by Commissioner for cause**

The Commissioner, on the Employers' behalf, may terminate the Employers' participation in the Trust (thereby terminating the Scheme) with immediate effect by notice in writing to the Manager if:

- (a) the Manager breaches any of its obligations under this Agreement or the Trust Deed with respect to the Scheme and fails to remedy that breach within 7 days (excluding statutory holidays) after the Commissioner notifies the Manager in writing of the breach and requests that the breach be remedied; or
- (b) there is a change of shareholding or other occurrence or event relating to AMP Services (NZ) Limited or the Manager which results or will result in a change in the control of AMP Services (NZ) Limited or the Manager, unless the Commissioner has previously agreed in writing not to exercise their rights under this *Clause 12.3(b)* in respect of that change in control; or





- (c) the Commissioner has reasonable grounds to believe that any circumstance has arisen, or may arise, that detrimentally affects or will detrimentally affect the financial viability of the Trust, AMP Services (NZ) Limited or the Manager; or
- (d) the Trust ceases to be registered as a Retirement Scheme.

**12.4 Notice periods**

During any notice period referred to in *Clause 12.1*, *Clause 12.2* or *Clause 12.3(a)*, the Scheme will remain fully operative, and termination of the Scheme under any of *Clauses 12.1* to *12.3* will not affect the continuation in force of *Clause 12.5*.

**12.5 Effect of Scheme termination**

When the Scheme terminates pursuant to this *Clause 12*:

- (a) no further contributions may be made to the Scheme by any Employer or Member;
- (b) the Commissioner (on behalf of the Member's Employer) must invite each Member to transfer the Member's Total Credit to a Transferee Scheme;
- (c) the Manager must:
  - (i) comply with the requirements of section 180 of the FMCA as it applies to the Trust; and
  - (ii) subject to (i) above, give effect to Members' transfer elections pursuant to *Clause 12.5(b)*;
- (d) any Member who does not elect to transfer the Member's Total Credit to a Transferee Scheme pursuant to *Clause 12.5(b)* will retain the Member's Total Credit in the Trust and remain as a member of the Trust, under such terms and conditions of membership (including as to the member's benefit entitlements) as the Trust Deed may prescribe (if any) and as the Manager may reasonably prescribe from time to time;

and the participation of the Employers, and of every Member, in the Scheme and (subject to *Clause 12.5(d)*) the Trust must cease.

**13 EMPLOYER CEASING PARTICIPATION**

**13.1 Termination on notice**

An Employer may terminate its participation in the Scheme at any time by giving the Manager one month's prior written notice.

**13.2 Notice periods**

During any notice period referred to in *Clause 13.1*, this Agreement will remain fully operative with respect to the relevant Employer, and termination of the Employer's participation in the Scheme under *Clause 13.1* will not affect the continuation in force (with respect to that Employer) of *Clause 13.3*.



### 13.3 **Effect of Employer ceasing participation**

When an Employer's participation in the Scheme terminates pursuant to *Clause 13.1*:

- (a) no further contributions may be made to the Scheme either by that Employer or (if by way of deduction from the Member's Salary) by any Member employed by that Employer;
- (b) the Employer must invite each Member employed by that Employer to transfer the Member's Total Credit to a Transferee Scheme, and the Manager must give effect to any resulting transfer election; and
- (c) any Member employed by the Employer who does not elect to transfer the Member's Total Credit to a Transferee Scheme pursuant to *Clause 13.3(b)* will retain the Member's Total Credit in the Trust and remain as a member of the Trust, under such terms and conditions of membership (including as to the member's benefit entitlements) as the Trust Deed may prescribe (if any) and as the Manager may reasonably prescribe from time to time, and will cease to be a member of the Scheme.

## 14 **TERMINATION OF TRUST**

If the Trust is wound up pursuant to the Trust Deed while this Agreement remains in operation, then:

- (a) the Commissioner (on behalf of the Member's Employer) must invite each Member to transfer the Member's Total Credit to a Transferee Scheme, and the Manager must give effect to any resulting transfer election; and
- (b) any Member who does not elect to transfer to a Transferee Scheme pursuant to *Clause 14(a)* must be paid the Member's Total Credit;

in each case as soon as practicable.

## 15 **AMENDMENTS**

15.1 Subject to Rule 19 in Schedule 1 to the Trust Deed, and the law, the Commissioner (on the Employers' behalf) and the Manager may by written agreement amend this Agreement at any time, and such an amendment may take effect on and from a date which may be the date of the amendment or an earlier or later date specified in that amendment.

15.2 The parties may not make any amendment to this Agreement that would result in any provision of paragraphs (a) to (f) of clause 14 of Schedule 8 to the Public Service Act 2020 ceasing to apply to this Agreement.

## 16 **DELIVERY**

16.1 For the purposes of section 9 of the Property Law Act 2007 (and without limiting any other mode of delivery) this Agreement will be delivered by each party on the earlier of:





SPECIFICATION AGREEMENT – STATE SECTOR RETIREMENT SAVINGS SCHEME (AMP)

- (a) physical delivery of an original, executed by the relevant party, into the custody of the other party; or
- (b) transmission by the relevant party or its solicitors (or any other person authorised in writing by the relevant party) of a facsimile, photocopied or scanned copy of an original, executed by the relevant party, to the other party or the other party's solicitors.















