

DEFENSE

Logistics

**Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA**

Amending and Extending
Agreement of November 4, 1989
Effected by Exchange of Notes at
Canberra October 13 and
December 9, 2011

and

Agreement Amending and Extending
Agreement of November 4, 1989
Effected by Exchange of Notes at
Canberra August 7, 2000 and
July 30, 2001

with

Agreement signed at Sydney
November 4, 1989



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AUSTRALIA

Defense: Logistics

*Agreement amending and extending agreement
of November 4, 1989.*

*Effected by exchange of notes at Canberra
October 13 and December 9, 2011;*

Entered into force October 1, 2013.

*And agreement amending and extending agreement
of November 4, 1989.*

*Effected by exchange of notes at Canberra
August 7, 2000 and July 30, 2001;*

Entered into force October 12, 2001.

With agreement signed at Sydney November 4, 1989;

Entered into force November 4, 1989.



N° ILB 11/267

The Department of Foreign Affairs and Trade presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement between the Government of Australia and the Government of the United States of America concerning Cooperation in Defense Logistics Support, done at Sydney on November 4, 1989, as amended by an Agreement between the Government of Australia and the Government of the United States of America to Amend and Extend the Agreement concerning Cooperation in Defense Logistics Support, effected by an exchange of notes at Canberra August 7, 2000 and July 30, 2001 (the CDLSA).

Article XVIII of the CDLSA provides that the CDLSA may be amended by written agreement of the Parties.

Therefore, inasmuch as the CDLSA expired on November 4, 2009, and in the spirit and intent of the Security Treaty between Australia, New Zealand and the United States of America (the ANZUS Treaty) done at San Francisco on September 1, 1951, the Department has the honour, on behalf of the Government of Australia, to propose that:

(1) Article V of the CDLSA shall be replaced by the following:

"ARTICLE V
TECHNOLOGY TRANSFER

Subject to the provisions of Article II:

- (a) both Parties recognize the importance of having access to appropriate technology for the self-reliant support of Defense Articles and Defense Services purchased from the other;
- (b) exports and transfers shall be undertaken in accordance with the laws, regulations, and policies of the Parties, including provisions of any relevant agreements between the Parties; and
- (c) when agreed to by the Party having export approval authority, it shall use its best efforts to assist the other Party in negotiations, where appropriate, with private sector firms to transfer those reasonable technologies for which either Government does not have unlimited rights or government purpose license rights."

(2) Article XI of the CDLSA shall be replaced by the following:

"ARTICLE XI
CLASSIFIED INFORMATION

Classified information provided or generated pursuant to this Agreement shall be protected in compliance with the Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information, done at Canberra on June 25, 2002, and which entered into force November 7, 2002, with exchange of notes."

(3) Article XIII of the CDLSA shall be replaced by the following:

"ARTICLE XIII
COOPERATIVE MILITARY AIRLIFT

Cooperative military airlift will be undertaken pursuant to the Implementing Arrangement (AIR-IA-001) between the United States Department of Defense and the Australian Department of Defence concerning Airlift Support, which became effective January 4, 2006."

(4) Article XIV of the CDLSA shall be replaced by the following:

"ARTICLE XIV
QUALITY ASSURANCE

Government quality assurance shall be as specified in the Details of Agreement between the Defense Authorities of the United States of America and the Commonwealth of Australia for Mutual Acceptance of Government Quality Assurance of November 29, 1994."

(5) Article XX of the CDLSA shall be replaced by the following:

"ARTICLE XX
ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force with an effective date of November 4, 2009, following an exchange of notes between the Parties notifying each other in writing that their domestic procedures required for the entry into force of the Agreement have been satisfied.

This Agreement shall remain in force until November 4, 2020, unless sooner terminated in accordance with Article XIX of the Agreement."

(6) Insert new Article XXI as follows:

"ARTICLE XXI
LIABILITY AND CLAIMS PROVISIONS

1. Claims arising under this Agreement shall be dealt with as follows:

(a) As regards issues of liability, the provisions of the Agreement Concerning the Status of United States Forces in Australia, and Protocol, done at Canberra on

May 9, 1963 (the SOFA), or of any other agreement between the Government of Australia and the Government of the United States of America concerning the status of forces of one country when in the other that may be concluded hereafter, shall apply pursuant to their terms.

(b) For issues of liability where the SOFA or any other such agreement does not apply, the following shall apply:

i. Each Party waives all claims against the other for injury or death to its personnel and for damage to or loss of its property arising from the performance of their official duties.

ii. In the event of claims by third parties for injury or death to third persons or damage to or loss of property, arising from the performance of official duties, the Parties shall share, in accordance with the proportions stated in the relevant arrangement, any costs adjudicated by a court or administrative body or other entity of competent jurisdiction. The Parties shall mutually determine which Government shall handle such claims.

iii. As to i. and ii. above, if the Parties mutually determine that the damage, injury or death is caused by reckless acts, reckless omission, wilful misconduct, or gross negligence, the costs of any liability shall be borne entirely by the Party of the culpable person.

iv. Claims arising under a contract implementing a written arrangement shall be resolved in accordance with the provisions of that contract, and shall be settled between the national defense organizations in accordance with their written arrangements.”

The Department of Foreign Affairs and Trade proposes further that, if the foregoing proposals are acceptable to the Government of the United States of America, then this note and the Embassy’s note in reply to this effect shall constitute an agreement between the Government of Australia and the Government of the United States of America to amend and extend the CDLSA which shall enter into force with effect from November 4, 2009, following an exchange of notes between the Parties notifying each other in writing, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this Agreement have been satisfied.

The Department of Foreign Affairs and Trade avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



Canberra
13 October 2011

No. 11-223

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and Trade and has the honor to refer to the Department's Note No. ILB 11/267 dated October 13, 2011, regarding the Agreement between the Government of Australia and the Government of the United States of America concerning Cooperation in Defense Logistics Support done at Sydney on November 4, 1989, as amended by an Agreement between the Government of Australia and the Government of the United States of America to Amend and Extend the Agreement concerning Cooperation in Defense Logistics Support, effected by an exchange of notes at Canberra, August 7, 2000, and July 30, 2001 (the CDLSA), which reads as follows:

"The Department of Foreign Affairs and Trade presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement between the Government of Australia and the Government of the United States of America concerning Cooperation in Defense Logistics Support, done at Sydney on November 4, 1989, as amended by an Agreement between the Government of Australia and the Government of the United States of America to Amend and Extend the Agreement concerning Cooperation in Defense Logistics Support, effected by an exchange of notes at Canberra August 7, 2000 and July 30,

DIPLOMATIC NOTE

2001 (the CDLSA).

Article XVIII of the CDLSA provides that the CDLSA may be amended by written agreement of the Parties.

Therefore, inasmuch as the CDLSA expired on November 4, 2009, and in the spirit and intent of the Security Treaty between Australia, New Zealand and the United States of America (the ANZUS Treaty) done at San Francisco on September 1, 1951, the Department has the honour, on behalf of the Government of Australia, to propose that:

(1) Article V of the CDLSA shall be replaced by the following:

'ARTICLE V

TECHNOLOGY TRANSFER

Subject to the provisions of Article II:

(a) both Parties recognize the importance of having access to appropriate technology for the self-reliant support of Defense Articles and Defense Services purchased from the other;

(b) exports and transfers shall be undertaken in accordance with the laws, regulations, and policies of the Parties, including provisions of any relevant agreements between the Parties; and

(c) when agreed to by the Party having export approval authority, it shall use its best efforts to assist the other Party in negotiations, where appropriate, with private sector firms to transfer those reasonable technologies for which either Government does not have unlimited rights or government purpose license rights.'

(2) Article XI of the CDLSA shall be replaced by the following:

'ARTICLE XI

CLASSIFIED INFORMATION

Classified information provided or generated pursuant to this Agreement shall be protected in compliance with the Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information, done at Canberra on June 25, 2002, and which entered into force November 7, 2002, with exchange of notes.'

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(5) Article XX of the CDLSA shall be replaced by the following:

'ARTICLE XX

ENTRY INTO FORCE AND DURATION

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This Agreement shall remain in force until November 4, 2020, unless sooner terminated in accordance with Article XIX of the Agreement.'

(6) Insert new Article XXI as follows:

'ARTICLE XXI

LIABILITY AND CLAIMS PROVISIONS

1. Claims arising under this Agreement shall be dealt with as follows:

(a) As regards issues of liability, the provisions of the Agreement Concerning the Status of United States Forces in Australia, and Protocol, done at Canberra on May 9, 1963 (the SOFA), or of any other agreement between the Government of Australia and the Government of the United States of America concerning the

status of forces of one country when in the other that may be concluded hereafter, shall apply pursuant to their terms.

(b) For issues of liability where the SOFA or any other such agreement does not apply, the following shall apply:

i. Each Party waives all claims against the other for injury or death to its personnel and for damage to or loss of its property arising from the performance of their official duties.

ii. In the event of claims by third parties for injury or death to third persons or damage to or loss of property, arising from the performance of official duties, the Parties shall share, in accordance with the proportions stated in the relevant arrangement, any costs adjudicated by a court or administrative body or other entity of competent jurisdiction. The Parties shall mutually determine which Government shall handle such claims.

iii. As to i. and ii. above, if the Parties mutually determine that the damage, injury or death is caused by reckless acts, reckless omission, wilful misconduct, or gross negligence, the costs of any liability shall be borne entirely by the Party of the culpable person.

iv. Claims arising under a contract implementing a written arrangement shall be resolved in accordance with the provisions of that contract, and shall be settled between the national defense organizations in accordance with their written arrangements.'

The Department of Foreign Affairs and Trade proposes further that, if the foregoing proposals are acceptable to the Government of the United States of America, then this note and the Embassy's note in reply to this effect shall constitute an agreement between the Government of Australia and the Government of the United States of America to amend and extend the CDLSA which shall enter into force with effect from November 4, 2009, following an exchange of notes between the Parties notifying each other in writing, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this Agreement have been satisfied.

The Department of Foreign Affairs and Trade avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

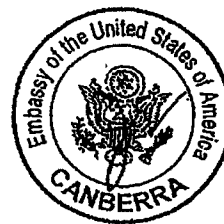
The Embassy has the further honor to advise that the foregoing proposal is acceptable to the Government of the United States of America and that this reply shall constitute an Agreement between the Government of the United States of

America and the Government of Australia to amend and extend the CDLSA, which shall enter into force with effect from November 4, 2009, following an exchange of notes between the Parties notifying each other in writing, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this agreement have been satisfied.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs and Trade the assurances of its highest consideration.

Embassy of the United States of America,

Canberra, December 9, 2011



EMBASSY OF THE
UNITED STATES OF AMERICA

No. 78

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and Trade of Australia and has the honor to refer to the agreement between the Government of the United States of America and the Government of Australia concerning Cooperation in Defense Logistics Support (the CDLSA), done at Sydney on November 4, 1989.

Article XVIII of the CDLSA provides that the CDLSA may be amended by written agreement of the parties.

Therefore, inasmuch as the CDLSA expired on November 3, 1999, and in the spirit and intent of the security treaty between Australia, New Zealand and the United States (the ANZUS Treaty) done at San Francisco on September 1, 1951, the Embassy has the honor, on behalf of the Government of the United States of America, to propose that:

(1) Article I of the CDLSA shall be replaced by the following:

"ARTICLE I

DEFINITIONS

For the purpose of this Agreement:

(a) "Logistic Support" - means materiel and services to military forces to enable successful accomplishment of assigned missions and taskings in situations extending from peacetime to circumstances of conflict involving either or both Parties. Such Logistic Support may encompass the provision of Defense Articles and Defense Services;

(b) "Defense Articles" - means any weapon, weapons system, munition, aircraft, vessel, boat, or other implement of war; any machinery, facility, tool, material, supply, or other item necessary for the manufacture, production, processing, repair, servicing, storage, construction, transportation, operation, or use of any other Defense Article or any component or any component or part of any article listed in this definition. Defense Articles include Computer Software and Computer Data Bases;

(c) "Defense Services" - means any service, test, inspection, repair, training, publication, or technical or other assistance, or defense

information. Defense Services include Computer Software and Technical Data;

(d) "Computer Data Base" - means a collection of data recorded in a form capable of being processed by a computer. The term does not include Computer Software;

(e) "Computer Program" - means a set of instructions, rules or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations;

(f) "Computer Software" - means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation;

(g) "Computer Software Documentation" - means owners' manuals, installation instructions, operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the software;

(h) "Technical Data" - means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including Computer Software Documentation). The term does not include Computer Software or data incidental to contract administration, such as financial and/or management information; and

(i) "Force/Activity Designator (FAD)" - means the numerical expression of the relative order of priority given to a specific military force, unit, function, project, task or program."

(2) Paragraph (b) of Article XII of the CDLSA shall be replaced by the following:

"(b) All defense articles and defense services provided to the United States by the Australian Department of Defence under this Agreement shall be priced on a full cost basis as required by regulations made under the Financial Management and Accountability Act (FMA) 1997 of Australia and implemented by appropriate Australian Department of Defence publications. Under full cost pricing, the Australian government shall realize neither a financial gain nor loss."

(3) Article XX of the CDLSA shall be replaced by the following:

"ARTICLE XX

DURATION

This Agreement shall remain in force until November 4, 2009, unless sooner terminated in accordance with Article XIX of the Agreement."

The Embassy proposes further that, if the foregoing proposals are acceptable to the Government of Australia, then this note and the Department's note in reply to this effect shall constitute an agreement between the Government of the United States of America and the Government of Australia to amend and extend the CDLSA with effect from November 4, 1999, and that this Agreement shall enter into force on the date that the Government of Australia advises, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this Agreement have been satisfied.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs and Trade the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, August 7, 2000





N° LGB01/266

The Department of Foreign Affairs and Trade presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No.78 dated August 7, 2000, regarding the Agreement between the Government of Australia and the Government of the United States of America concerning Cooperation in Defense Logistics Support (the CDLSA), done at Sydney on November 4, 1989 which reads as follows:

" The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and Trade of Australia and has the honor to refer to the agreement between the Government of the United States of America and the Government of Australia concerning Cooperation in Defense Logistics Support (the CDLSA), done at Sydney on November 4, 1989.

Article XVIII of the CDLSA provides that the CDLSA may be amended by written agreement of the Parties.

Therefore, inasmuch as the CDLSA expired on November 3, 1999, and in the spirit and intent of the Security Treaty between Australia, New Zealand and the United States (the ANZUS Treaty) done at San Francisco on September 1, 1951, the Embassy has the honor, on behalf of the Government of the United States of America, to propose that:

(1) Article I of the CDLSA shall be replaced by the following:

"ARTICLE I

DEFINITIONS

For the purpose of this Agreement:

(a) "Logistic Support" - means materiel and services to military forces to enable successful accomplishment of assigned missions and taskings in situations extending from peacetime to circumstances of conflict involving either or both Parties. Such Logistic Support may encompass the provision of Defense Articles and Defense Services;

(b) "Defense Articles" - means any weapon, weapons system, munition, aircraft, vessel, boat, or other implement of war; any machinery, facility, tool, material, supply, or other item necessary for the manufacture, production, processing, repair, servicing, storage, construction, transportation, operation,

or use of any other Defense Article or any component or part of any article listed in this definition. Defense Articles include Computer Software and Computer Data Bases;

(c) "Defense Services" - means any service, test, inspection, repair, training, publication, or technical or other assistance, or defense information. Defense Services include Computer Software and Technical Data;

(d) "Computer Data Base" - means a collection of data recorded in a form capable of being processed by a computer. The term does not include Computer Software;

(e) "Computer Program" - means a set of instructions, rules or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations;

(f) "Computer Software" - means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation;

(g) "Computer Software Documentation" - means owners' manuals, installation instructions, operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the software;

(h) "Technical Data" - means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including Computer Software Documentation). The term does not include Computer Software or data incidental to contract administration, such as financial and/or management information; and

(i) "Force/Activity Designator (FAD)" - means the numerical expression of the relative order of priority given to a specific military force, unit, function, project, task or program."

(2) Paragraph (b) of Article XII of the CDLSA shall be replaced by the following:

"(b) All defense articles and defense services provided to the United States by the Australian Department of Defence under this Agreement shall be priced on a full cost basis as required by Regulations made under the Financial Management and Accountability Act (FMA) 1997 of Australia and implemented by appropriate Australian Department of Defence publications. Under full cost pricing, the Australian government shall realize neither a financial gain nor loss."

(3) Article XX of the CDLSA shall be replaced by the following:

DURATION

This Agreement shall remain in force until November 4, 2009, unless sooner terminated in accordance with Article XIX of the Agreement."

The Embassy proposes further that, if the foregoing proposals are acceptable to the Government of Australia, then this note and the Department's note in reply to this effect shall constitute an agreement between the Government of the United States of America and the Government of Australia to amend and extend the CDLSA with effect from November 4, 1999, and that this Agreement shall enter into force on the date that the Government of Australia advises, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this Agreement have been satisfied.

The Embassy of the United States of America avails itself of the opportunity to renew to the Department of Foreign Affairs and Trade the assurances of its highest consideration."

The Department has the further honour to advise that the foregoing proposal is acceptable to the Government of Australia and accordingly, that the Embassy's Note and this reply shall constitute an Agreement between the Government of Australia and the Government of the United States of America to amend and extend the CDLSA which shall enter into force on the date that the Department advises, via the diplomatic channel, that all domestic procedures as are necessary to give effect to this Agreement in Australia have been satisfied, with retrospective effect from 4 November, 1999.

The Department of Foreign Affairs and Trade avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA
30 July 2001



AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF AUSTRALIA
CONCERNING
COOPERATION IN DEFENSE LOGISTIC SUPPORT

The Government of the United States of America and the Government of Australia (hereinafter referred to as the Parties),

NOTING their commitments under the Security Treaty between Australia, New Zealand, and the United States ("the ANZUS Treaty") done at San Francisco on 1 September 1951;

NOTING that the supply and support of defense materiel makes an important contribution to self-reliant combat capability;

NOTING the contribution that the Parties' self-reliant support capabilities make to the sharing of the burden of promoting western strategic interests;

NOTING that, from an Australian viewpoint, defense strategy must take into account the large area of Australia's strategic interest, the resource implications of a small population, including the necessity for advanced technology to compensate for the small population base, the geographical isolation and the unique strategic circumstances;

NOTING that, from a United States viewpoint, defense strategy must take into account its global commitments, the resource and industrial base implications of those commitments, the need to maintain a technological advantage to deter aggression, the necessity to protect unique military capabilities, and laws, directives, and policies which affect that strategy;

NOTING the applicability of existing arrangements for the protection of classified information exchanged between the Parties and the participation of the Parties in the group known as the Coordinating Committee;

RECOGNIZING that a clear commitment to cooperate regarding Logistic Support between the Parties will enhance the defense capabilities of the United States Armed Forces and the Australian Defence Force individually and collectively;

RECOGNIZING that this Agreement will be subject to national laws and regulations, the exigencies of war, and be implemented in the spirit and intent of the ANZUS Treaty;

WISHING to set forth policies and principles for the provision of Logistic Support to the Australian Defence Force by the United States and to the United States Armed Forces by Australia in all situations which extend during peacetime to circumstances of armed conflict, involving either or both Parties.

HAVE AGREED as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement:

- (a) "Logistic Support" - means materiel and services to military forces to enable successful accomplishment of assigned missions and taskings in situations extending from peacetime to circumstances of conflict involving either or both Parties. Such Logistic Support may encompass the provision of Defense Articles and Defense Services;
- (b) "Defense Articles" - means any weapon, weapons system, munition, aircraft, vessel, boat, or other implement of war; any machinery, facility, tool, material, supply, or other item necessary for the manufacture, production, processing, repair, servicing, storage, construction, transportation, operation, or use of any other Defense Article or any component or part of any article listed in this definition. Defense Articles include Computer Software;
- (c) "Defense Services" - means any service, test, inspection, repair, training, publication, or technical or other assistance, or defense information. Defense Services include Computer Software and Technical Data;
- (d) "Computer Software" - means computer programs and computer data bases;
- (e) "Technical Data" - means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including Computer Software documentation). The term does not include Computer Software or data incidental to contract administration, such as financial and/or management information; and
- (f) "Force/Activity Designator (FAD)" - means the numerical expression of the relative order of priority given to a specific military force, unit, function, project, task or program.

ARTICLE II

POLICY

Each Party shall, within the the broad aims of its defense policies, and the exigencies of war, provide or facilitate the provision of Logistic Support on a cooperative basis. Each Party's commitment under this Agreement shall be subject to its national laws, regulations, and policies and to case-by-case review and determination.

ARTICLE III

PRINCIPLES GOVERNING LOGISTIC SUPPORT

In fulfilling the policy specified under Article II, the Parties shall have regard to:

- (a) the importance of the contribution that the supply and support of Defense Articles and Defense Services to each other have on self-reliant defense capability;
- (b) the achievement of broad ANZUS interests;
- (c) the ability of the United States Armed Forces and the Australian Defence Force to conduct and sustain operations;
- (d) the safeguarding of Australian and United States interests; and
- (e) the continuation of appropriate rationalization, standardization and interoperability between the Australian Defence Force and the United States Armed Forces.

ARTICLE IV

LOGISTIC SUPPORT PROVISIONS

Subject to the provisions of Article II, the Parties shall:

- (a) approve the commercial export of Defense Articles and Defense Services purchased or to be purchased by the other Party;
- (b) when the other Party is acquiring Logistic Support through government-to-government arrangements, provide or arrange for the provision of Logistic Support to operate and maintain Defense Articles and Defense Services throughout the service life of such Defense Articles and Defense Services;

- (c) when the other Party is acquiring Logistic Support from a commercial source, use their best efforts to facilitate the provision of such Logistic Support to operate and maintain Defense Articles and Defense Services throughout the service life of such Defense Articles and Defense Services;
- (d) consult to resolve any difficulties relating to the provision of Logistic Support when such support is not forthcoming within a reasonable time;
- (e) provide assistance to each other, when mutually arranged, in the activation and expansion of their respective defense industrial bases as necessary to produce selected items of equipment, spare parts, and munitions of the other Party's origin during periods of international tension or circumstances of armed conflict involving either or both Parties;
- (f) subject to the specific agreements covering the transfer of Defense Articles and Defense Services, ensure that Defense Articles and Defense Services acquired by one of the Parties from the other Party are not transferred to a third party or used for purposes other than those specified without the prior written consent of the originating Party;
- (g) use their best efforts to deliver Defense Articles and Defense Services which they sell in accordance with the time schedule agreed by the Party purchasing or otherwise acquiring them;
- (h) endeavor, during periods of international tension or in circumstances of armed conflict involving either or both Parties, to continue the delivery of all Defense Articles and Defense Services which they sell and which were ordered in peacetime and, when requested, to deliver those additional Defense Articles and Defense Services required by the Party purchasing or otherwise acquiring them, in advance of normal lead times;
- (i) provide or assist with the transportation of Defense Articles when such transportation is needed during periods of international tension or circumstances of armed conflict involving either or both Parties;
- (j) cooperate in the planning for prepositioning of Defense Articles;
- (k) encourage the use of the Australian defense industrial base by United States military forces and the United States defense industrial base by Australian military forces for maintenance and repair of equipment and components when such use is cost effective or enhances military preparedness; and

- (1) as appropriate, exchange releasable information concerning equipment plans, programs and logistic requirements.

ARTICLE V

TECHNOLOGY TRANSFER

Subject to the provisions of Article II:

- (a) both Parties recognize the importance of having access to appropriate technology for the self-reliant support of Defense Articles and Defense Services purchased from the other. Each Party shall approve the export of technology which it sells to effectively and efficiently support Defense Articles and Defense Services purchased from each other; and
- (b) when agreed to by the Party having export approval authority, it shall use its best efforts to assist the other Party in negotiations, where appropriate, with private sector firms to transfer those releasable technologies for which either Government does not have unlimited rights or government purpose license rights.

ARTICLE VI

DEFENSE PRODUCTION BASE

1. Both Parties recognize the importance of each other's defense production base to produce selected items of equipment, spare parts and munitions of each other's origins during periods of international tension or in circumstances of armed conflict involving either or both Parties.
2. Accordingly, the Parties shall use their best efforts to:
 - (a) as mutually agreed on a case-by-case basis, secure the waiver or reduction of license and royalty fees associated with the manufacture of Defense Articles for which either Party owns the right to use the technical data without incurring liability to others;
 - (b) allow pre-production of mutually agreed quantities of specified Defense Articles to prove that industry of the recipient Party has the capability to produce such Defense Articles in a timely fashion during periods of international tension or in circumstances of armed conflict involving either or both Parties; and

- (c) provide Defense Services necessary for production of Defense Articles on a priority basis in accordance with the mutually determined urgency of the request and consistent with the Force/Activity Designator.

ARTICLE VII

CROSS-SERVICING AGREEMENTS

The Parties shall seek to enter into an appropriate cross-servicing agreement and related implementing arrangements designed to facilitate mutual Logistic Support between the United States and Australia to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which the recipient may have a temporary need for Logistic Support, supplies, and services as provided for under Chapter 138, Title 10, United States Code (Acquisition and Cross-Servicing Agreements with NATO Allies and Other Countries).

ARTICLE VIII

SUPPORT ARRANGEMENTS

The Parties shall provide to each other direct access to spares and repair parts and other Logistic Support in a timely and effective fashion within assigned Force/Activity Designators. Logistic Support which the United States provides to Australia in peacetime shall include those arranged under Foreign Military Sales agreements. Australia shall provide similar Logistic Support to the United States.

ARTICLE IX

LOGISTIC SUPPORT IN THE SOUTHWEST PACIFIC

The Parties shall use their best endeavors to facilitate the provision of appropriate cooperative Logistic Support activities in the Southwest Pacific area.

ARTICLE X

COOPERATIVE LOGISTIC SUPPORT

The Parties shall work together in the planning of cooperative Logistic Support that may be required during periods of international tension or in circumstances of armed conflict involving either or both Parties.

ARTICLE XI

CLASSIFIED INFORMATION

Classified information and material provided or generated pursuant to this Agreement shall be protected in compliance with the United States/Australia General Security of Information Agreement of 2 May 1962, as amended, and the United States/Australia Industrial Security Agreement of 15 August 1966.

ARTICLE XII

CHARGES

Except as otherwise agreed pursuant to other bilateral logistic arrangements or agreements:

- (a) all Defense Articles and Defense Services provided to Australia by the United States Department of Defense under this Agreement shall be priced on a full cost basis as required by the United States Arms Export Control Act as implemented by appropriate United States Department of Defense publications. Under full cost pricing, the United States Government shall realize neither a financial gain nor loss; and
- (b) all Defense Articles and Defense Services provided to the United States by the Australian Department of Defence under this Agreement shall be priced on a full cost basis as required by Regulations made under the Audit Act 1901, of Australia and implemented by appropriate Australian Department of Defence publications. Under full cost pricing, the Australian Government shall realize neither a financial gain nor loss.

ARTICLE XIII

COOPERATIVE MILITARY AIRLIFT

Cooperative military airlift shall be undertaken pursuant to the Cooperative Military Airlift Arrangement Between the United States Air Force and the Royal Australian Air Force, 10 September 1984, and the Detailed Working Procedures for the Implementation of Cooperative Military Airlift Arrangement Between the United States Air Force and the Royal Australian Air Force, 17 October 1984.

ARTICLE XIV

QUALITY ASSURANCE

Government quality assurance shall be as specified in the United States/Australia Details of Agreement on Mutual Acceptance of Government Quality Assurance, October 1984.

ARTICLE XV

IMPLEMENTATION

The Parties, through the United States Department of Defense and the Australian Department of Defence, shall have direct responsibility for the implementation of this Agreement, and for concluding any applicable supplementary arrangements necessary to implement this Agreement.

ARTICLE XVI

COORDINATION

Working level review meetings to assess progress, resolve problems, discuss issues and update plans relating to this Agreement shall be held on a regular basis by the nominated representatives of the Parties, upon mutual agreement. Meetings to review the status and content of this Agreement may be held between nominated representatives of the Parties as mutually agreed.

ARTICLE XVII

DISPUTES

Any disputes arising from the interpretation or implementation of this Agreement shall be resolved amicably and expeditiously by consultation or negotiation between the Parties.

ARTICLE XVIII

AMENDMENT

This Agreement may be amended by written agreement of the Parties.

ARTICLE XIX

TERMINATION

This Agreement may be terminated by either Party upon 180 days written notice to the other. Upon termination or expiration of this Agreement, the rights and obligations of the Parties regarding security and the provisions relating to protection, transfer, and use of information and Defense Articles and Defense Services furnished pursuant to this Agreement shall remain in force.

ARTICLE XX

ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force on signature.
2. It shall remain in force for a period of ten years unless terminated in accordance with Article XIX.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at

SYDNEY

, on

the FOURTH day of November, 1989.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
AUSTRALIA:

Richard B. Cheney

Kevin C. Beagley