

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE  
CANBERRA

**The Force Posture Agreement between the Government of Australia and the  
Government of the United States of America**

(Sydney, 12 August 2014)

Not yet in force  
[2014] ATNIF 24

The Government of Australia (“Australia”) and the Government of the United States of America (the “United States”), hereinafter referred to collectively as “the Parties” and individually as a “Party”;

RECALLING the *Security Treaty between Australia, New Zealand, and the United States of America* (the “ANZUS Treaty”), done at San Francisco on September 1, 1951;

REAFFIRMING the strong defence relations between the Parties based on a shared commitment to a stable and peaceful Asia-Pacific and Indian Ocean Region and common approaches to address the region’s defence and security issues, including contemporary non-traditional security challenges;

IN FURTHERANCE OF the shared intent of Australia and the United States to expand and increase opportunities for joint and combined training of their military forces in locations within Australia, as jointly announced by the President of the United States and the Prime Minister of Australia on November 16, 2011;

NOTING the Statement of Principles between the Government of Australia and the Government of the United States of America concerning the implementation of the Force Posture Initiatives in Australia (the “Statement of Principles”), signed on November 19, 2013, in Washington, D.C.;

DESIRING to further promote and strengthen closer bilateral defence and security cooperation;

RECOGNISING that, subject to the terms of this Agreement, the *Agreement Concerning the Status of United States Forces in Australia*, and the *Agreed Minutes of Interpretation* done at Canberra on May 9, 1963 (the “SOFA”), applies to members of the United States Forces, the Civilian Component, and dependants, as defined in the SOFA, present in Australia;

RECOGNISING that the *Agreement between the Government of Australia and the Government of the United States of America Concerning Certain Mutual Defense Commitments* (the “Chapeau Agreement”), effected by exchange of notes at Sydney and Canberra on December 1, 1995, as amended, shall apply to this Agreement;

RECOGNISING that logistics and other support required for implementation of this Agreement may be provided pursuant to Implementing Arrangements under this Agreement, pursuant to the *Agreement between the Government of Australia and the Government of the United States of America concerning Cooperation in Defense Logistic Support*, done at Sydney on November 4, 1989, as amended and extended (the

“CDLSA”) or pursuant to the *Acquisition and Cross Servicing Agreement between the Government of Australia and the Government of the United States of America*, done at Canberra on April 27, 2010 (the “ACSA”);

RECOGNISING the *Agreement between the Government of Australia and the Government of the United States of America Concerning Security Measures for the Reciprocal Protection of Classified Information*, done at Canberra on June 25, 2002 (the General Security of Classified Information Agreement (the “GSOMIA”));

ACKNOWLEDGING the *Australia-United States Joint Statement of Environment and Heritage Principles for Combined Activities*, signed at Adelaide on November 18, 2005;

ACKNOWLEDGING the mutual benefits to the Parties to be derived from access to facilities and areas in Australia by the United States Armed Forces;

RECOGNISING that all United States access to and use of facilities and areas will be on a rotational basis, as mutually determined by the Parties and at the invitation of Australia, with full respect and observance of both Parties’ sovereignty;

RECOGNISING the Parties’ respective obligations and commitments under international law;

Have agreed as follows:

## **ARTICLE I DEFINITIONS**

Subject to the terms of this Agreement, the definitions contained in the SOFA shall apply to this Agreement. For the purposes of this Agreement, the following terms are hereunder defined:

“ADOD” means the Australian Department of Defence or any of its subsidiary components, including but not limited to the ADF, its Services and Groups, as relevant.

“Agreed Facilities and Areas” means the facilities and areas in the territory of Australia provided by Australia which may be listed in Annex A appended to this Agreement, and such other facilities and areas in the territory of Australia as may be provided by Australia in the future, to which United States Forces, United States Contractors, dependants, and other United States Government personnel as mutually agreed, shall have the right to access and use pursuant to this Agreement.

“Australian Defence Force (ADF)” means members of the permanent Australian Navy, Army and Air Force and members of the Naval Reserve, Army Reserve, or Air Force Reserve who are rendering continuous full-time service or are on duty or in uniform.

“Australian National Representative (ANR)” means the ADOD official or their nominated delegate(s) who is/are authorised to make decisions on behalf of the ADOD on matters concerning United States involvement in agreed activities.

“Executive Agent” means the United States Department of Defense for the United States and the ADOD for Australia or their respective designees.

“Force Posture Initiatives” means the initiatives, jointly announced by the Prime Minister of Australia and the President of the United States on November 16, 2011, and other initiatives as mutually decided upon.

“Senior ADF Officer (SADFO)” means the senior ADF officer, or their nominated delegate, responsible for the effective command, control, and administration of an ADF establishment, including an Agreed Facility or Area.

“United States Contractors” means non-Australian companies and firms and their employees who are not nationals of Australia, under contract or subcontract to the United States Department of Defense who may be present in Australia in connection with the Force Posture Initiatives.

“United States Forces” means the entity comprising the “members of the United States Forces”, “members of the Civilian Component”, and all property, equipment and materiel of the United States Armed Forces present in Australia.

## **ARTICLE II SCOPE AND PURPOSE**

1. This Agreement is made in furtherance of the Statement of Principles and provides a framework for expanded collaboration between the Parties through the Force Posture Initiatives.
2. Through the consultation framework of Article III, this Agreement provides the necessary authorisations for the United States to conduct mutually determined activities under the Force Posture Initiatives in, from, or through Australia.

3. To that end, this Agreement provides the necessary authorisations for the presence of United States Forces in the territory of Australia and, in specific situations indicated herein, the activities of United States Contractors who may be present in Australia in connection with the Force Posture Initiatives.

4. United States Forces may undertake mutually determined activities under the Force Posture Initiatives which may include:

- (a) security cooperation exercises;
- (b) joint and combined training activities;
- (c) humanitarian assistance and disaster relief activities; and
- (d) such other activities as the Parties may mutually determine.

5. This Agreement shall be implemented with due regard for the requirements of both Parties, including their Armed Forces, but shall not adversely impact upon ADF readiness or capabilities or the functions of Australian Commonwealth, State, or Territory Governments.

### **ARTICLE III CONSULTATION**

1. In recognition of Australian sovereign interests, the Parties shall consult in accordance with conditions and requirements under this Agreement. The Parties shall mutually determine conditions and requirements for consultation in Implementing Arrangements (IAs), including utilisation of existing bilateral dialogues.

2. The conditions and requirements for consultation shall ensure that relevant mutually determined activities are conducted in accordance with Australia's policy of Full Knowledge and Concurrence, where applicable.

### **ARTICLE IV AGREED FACILITIES AND AREAS**

1. With full respect for Australian sovereignty and the laws of Australia, United States Forces and United States Contractors shall have unimpeded access to and use of Agreed Facilities and Areas for activities undertaken in connection with this Agreement.

2. Such activities may include: training, transit, support, and related activities; refuelling of aircraft; bunkering of vessels; temporary maintenance of vehicles, vessels, and aircraft; temporary accommodation of personnel; communications; repositioning of equipment, supplies, and materiel; deploying forces and materiel; and such other activities as the Parties may agree.
3. Should unforeseen events, environmental considerations, or strategic circumstances cause an Agreed Facility or Area to become unavailable or unsuitable for access and use by United States Forces or United States Contractors, the Parties shall immediately consult and all affected access and use pursuant to this Agreement may be suspended pending resolution.
4. Australia hereby grants to the United States operational control of Agreed Facilities and Areas, or portions thereof designated pursuant to Article 20(3) of the SOFA, for construction activities and authority to undertake such construction activities on, and make alterations and improvements to, such Agreed Facilities and Areas.
5. The ADOD shall have access to all Agreed Facilities and Areas. Such access shall be provided promptly consistent with Article VI(4) of this Agreement.
6. The Parties shall be responsible on the basis of their proportionate use for the operation and maintenance costs of Agreed Facilities and Areas, or significant portions thereof, jointly used by the Parties' Armed Forces.
7. The Parties agree that Australia shall provide, without rental or similar charges for access, to United States Forces, all Agreed Facilities and Areas.
8. In accordance with the consultation mechanisms in Article III of this Agreement, United States Forces and United States Contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas. United States Forces shall consult with the ADOD on such construction, alterations, and improvements including the application of technical requirements and construction standards. The technical requirements and construction standards of any such projects undertaken by or on behalf of United States Forces should be consistent with the requirements and standards of both Parties. United States Forces may carry out such construction, alterations, and improvements with members of the United States Forces.
9. Subject to paragraph (8), the Executive Agent for Australia shall facilitate the efforts of United States Forces in these undertakings by obtaining the necessary Commonwealth, State or Territory, and local authorisations and permits for such construction, alterations, and improvements, performed by or on behalf of United States Forces.

## **ARTICLE V FUNCTIONAL RELATIONS**

1. The United States Executive Agent or designee shall appoint a United States Defense Official (USDO) who shall act as the senior point of contact in Australia for communicating with the ANR on issues related to implementation of this Agreement. In addition, United States Forces shall identify the Commanding Officer(s) for United States Forces operating on Agreed Facilities and Areas or participating in agreed activities in connection with this Agreement.
2. The USDO described above shall be responsible for keeping the ANR advised of the name, rank, and military service of the United States Commanding Officer(s) for agreed activities conducted pursuant to this Agreement. The USDO shall also be responsible for ensuring that United States Forces are fully advised of the terms of this Agreement and any associated IAs entered into pursuant to this Agreement. The United States Commanding Officer(s) for mutually determined activities undertaken pursuant to this Agreement shall be responsible for ensuring that United States Forces comply with this Agreement, the SOFA, and other relevant and applicable agreements and IAs.
3. It is the duty of members of the United States Forces to respect the policies and instructions issued by the SADFO in relation to Agreed Facilities and Areas. It is the duty of United States Forces authorities, including the United States Commanding Officer(s), to take necessary measures to that end.
4. The USDO shall advise the ANR as soon as practicable of all instances where the conduct of United States Forces, dependants, or United States Contractors may reasonably be suspected of engaging in acts or omissions likely to attract adverse public or media attention or otherwise bring the ADOD into disrepute.
5. The Parties shall mutually develop procedures to address incident and accident responses, including for the following matters:
  - (a) first response;
  - (b) the security of incident or accident sites and human remains;
  - (c) investigations; and
  - (d) public statements concerning accidents and incidents.

6. United States Forces and United States Contractors shall not engage in humanitarian assistance and disaster relief operations within Australia, unless requested by the ANR.

## **ARTICLE VI SECURITY**

1. Australia shall have primary responsibility for security of Agreed Facilities and Areas.

2. The Parties shall cooperate to take such mutually acceptable measures as may be necessary to ensure the protection, safety, and security of United States Forces, United States Contractors, dependants and prepositioned materiel, and the protection and security of official United States information in Australia.

3. Pursuant to paragraph (2), the Parties may jointly develop IAs in which the mutually acceptable measures to be followed in ensuring the protection, safety, and security of Agreed Facilities and Areas, including tactics, techniques, and procedures (TTPs), are specified.

4. Portions of Agreed Facilities and Areas may be designated pursuant to Article 20(3) of the SOFA. The Parties shall consult and develop specific TTPs for integrating the protection, safety, and security of designated areas as they relate to the rest of the Agreed Facilities and Areas.

5. The Parties shall take all reasonable measures to ensure the protection, safety, and security of United States property from seizure or conversion without the prior written consent of the United States.

6. All classified information and material exchanged, provided, or generated pursuant to this Agreement, shall be used, transmitted, stored, handled, and protected in accordance with the GSOMIA.

## **ARTICLE VII PREPOSITIONING OF DEFENCE EQUIPMENT, SUPPLIES, AND MATERIEL**

1. In accordance with the consultation mechanisms in Article III of this Agreement, United States Forces may preposition and store defence equipment, supplies, and materiel (“prepositioned materiel”) at Agreed Facilities and Areas. United States Forces shall notify, appropriately in advance, the ADOD regarding the types, quantities, and delivery



schedules of defence equipment, supplies, and materiel that United States Forces intend to preposition in the territory of Australia, as well as regarding the United States Contractors who will make such deliveries.

2. Australia shall provide a prompt objection with regard to such notice if any such materiel would be inconsistent with Australian law. United States Forces shall not preposition specific equipment, supplies, or materiel when Australia has objected to such equipment, supplies, or materiel.

3. The prepositioned materiel of United States Forces, and Agreed Facilities and Areas designated for storage of such prepositioned materiel shall be for the exclusive use of United States Forces, and full title to all such equipment, supplies, and materiel remains with the United States. United States Forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Australia. United States Forces intend to provide appropriate advance notice of such removal.

4. United States Forces and United States Contractors shall have unimpeded access to Agreed Facilities and Areas for all matters related to the prepositioning and storage of defence equipment, supplies, and materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel. As mutually determined by the Parties, aircraft, vehicles, and vessels operated by or for United States Forces shall have access to aerial ports and seaports of Australia and other locations, for the delivery to, storage and maintenance in, and removal from the territory of Australia of United States Forces' prepositioned materiel.

5. It is the duty of members of United States Forces to respect the laws of Australia with regard to prepositioned materiel.

## **ARTICLE VIII MEDICAL AND DENTAL**

1. When United States Forces have inadequate medical or dental facilities at the place where mutually determined activities will occur, then such members may receive first aid or emergency medical and dental services through available ADOD health services under the same conditions as ADOD personnel. Referral to available civilian medical or dental services will be undertaken in accordance with United States Forces health support plans or similar mutually determined arrangements.

2. Pursuant to Article IX of this Agreement and subject to any general or particular financial arrangements between the Parties, payment in local currency for goods, accommodations, and services furnished under paragraph (1) of this Article shall be made promptly by United States Forces.

3. United States Forces shall immediately inform the ADOD about imminent risk of outbreaks of infectious diseases that may be related to the presence in Australia of United States Forces, United States Contractors, dependants, or prepositioned materiel.

## **ARTICLE IX LOGISTICS SUPPORT**

1. Upon request, the ADOD shall use its best efforts, consistent with national priorities, to provide United States Forces with logistics support for mutually determined activities under this Agreement.

2. The Parties shall consult in advance on the requirements of United States Forces for logistics support, including, but not limited to the nature, anticipated volume, anticipated cost, and timing.

3. United States Forces shall pay reasonable costs for logistics support, including any services, requested and received. United States Forces shall be accorded treatment no less favourable than is accorded to the ADOD, including charging United States Forces rates no less favourable than those paid by the ADOD for similar logistics support, less duties, taxes, or similar charges.

4. The ADOD shall provide logistics support to United States Forces in accordance with the ACSA, CDLSA, or other agreed arrangement, as mutually determined by the Parties.

## **ARTICLE X COST SHARING**

1. The Parties intend to share costs incurred under this Agreement on an equitable and sustainable basis, taking account of the principle of proportionate use, unless otherwise agreed. The Parties shall mutually determine in IAs the proportionate share of their costs and use and mechanisms for executing their responsibilities for costs under this Agreement.

2. The United States shall be responsible for the development and construction costs of construction, alteration, or improvements at Agreed Facilities and Areas, or significant portions thereof, addressed in Article IV(4). Should the ADOD use such Agreed Facilities and Areas, then in accordance with Article IV(6), Australia shall make a fair and reasonable financial contribution to the United States for such use, on the basis of proportionate use.
3. The Parties may share the development and construction costs for Agreed Facilities and Areas, or significant portions thereof, intended for joint use by the United States Department of Defense and the ADOD, on the basis of proportionate use.
4. The United States shall be responsible for the operations and maintenance costs for Agreed Facilities and Areas, or significant portions thereof, addressed in Article IV(4). These costs shall include routine infrastructure repair and maintenance of facilities. Should the ADOD use such Agreed Facilities and Areas, then in accordance with Article IV(6), Australia shall make a fair and reasonable financial contribution for such use, on the basis of proportionate use.
5. Australia shall be responsible for the operations and maintenance costs for facilities and areas, or significant portions thereof, intended for the sole use of the ADOD. These costs shall include routine infrastructure repair and maintenance of facilities. Should United States Forces use such facilities and areas, then in accordance with Article IV(6), the United States shall make a fair and reasonable financial contribution for such use, on the basis of proportionate use.
6. The United States and Australia shall be jointly responsible, on the basis of proportionate use, for the operation and maintenance costs of Agreed Facilities and Areas, or significant portions thereof, jointly used by the United States Department of Defense and the ADOD.

## **ARTICLE XI LICENSES AND QUALIFICATIONS**

1. Australia shall accept as valid, without a test or fee, current and valid licenses or permits issued by United States authorities to United States Forces when operating vehicles owned by, or on exclusive hire or lease to, the United States.
2. Australia shall assist United States Forces and United States Contractors to obtain, or to obtain the recognition of, driving licenses for the operation of private vehicles.

3. Australia shall accept as valid, without test or charge, current and valid medical and other professional, technical or trade licenses and qualifications issued by the United States, States thereof, or their political subdivisions to members of the United States Forces for carrying out activities under this Agreement.

4. Australia shall assist United States Contractors to obtain, or to obtain the recognition of, all valid professional, technical, or trade licenses and qualifications issued by the United States, States thereof, or their political subdivisions to United States Contractors for carrying out activities under this Agreement.

## **ARTICLE XII MOVEMENT OF AIRCRAFT, VESSELS, AND VEHICLES**

1. Vessels and vehicles operated by or exclusively for United States Forces may enter, exit, and move freely within the territory and territorial sea of Australia. United States Government aircraft and civil aircraft that are at the time operating exclusively under contract to the United States Department of Defense may over-fly, conduct aerial refuelling, land, and take off within and over the territory and territorial airspace of Australia. United States Government aircraft, vessels, and vehicles shall be free from boarding and inspection without the consent of United States authorities. United States Government vehicles are self-insured by the United States Government, and no further insurance against third-party risks or proof of such insurance shall be required for the operation of such vehicles in Australia.

2. Aircraft owned or operated by or exclusively for United States Forces shall not be subject to payment of overflight and navigation fees and any similar charges when in or over the territory of Australia.

3. Vessels owned or operated by or exclusively for United States Forces shall not be subject to payment of pilotage or port fees, lighters charges, harbor dues, or similar charges at military ports in the territory of Australia. The United States shall pay reasonable charges for services requested and received, at rates no less favourable than those paid by the ADOD less taxes and similar charges.

**ARTICLE XIII  
CURRENCY AND EXCHANGE**

1. The United States, through United States Forces, shall have the right to import, export, and use United States currency or instruments expressed in the currency of the United States in any amount.
2. The United States, through United States Forces, may distribute to or exchange for members of the United States Forces and dependants currency of, and instruments denominated in the currency of:
  - (a) the United States;
  - (b) Australia; or
  - (c) any other country, to the extent required for the purpose of authorised travel, including travel on leave.
3. Consistent with Article 16 of the SOFA, members of the United States Forces and dependants may:
  - (a) import, export, or re-export United States currency and instruments denominated in the currency of the United States; and
  - (b) export any currency other than that of Australia, and instruments denominated in any such currency, provided that such United States Forces or dependants have either imported such currency or instruments, or received such currency or instruments from United States Forces.

**ARTICLE XIV  
PROPERTY OWNERSHIP**

1. Australia shall retain ownership of and title to all Agreed Facilities and Areas. All buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by United States Forces, remain the property of Australia. Permanent buildings constructed by United States Forces become the property of Australia, once constructed, but shall be used by United States Forces until no longer required by United States Forces.

2. Notwithstanding paragraph (1) above, United States Forces shall have unimpeded access to and use of all buildings, non-relocatable structures, and assemblies constructed, altered, or improved by United States Forces, in accordance with this Agreement.
3. United States Forces shall return as the sole and unencumbered property of Australia any Agreed Facility or Area, or any portion thereof, including non-relocatable structures and assemblies constructed by United States Forces once no longer required by United States Forces. The Parties shall consult regarding the terms of return of any Agreed Facility or Area.
4. The Parties or their Executive Agents may consult regarding the possible transfer or purchase of United States Forces' equipment, materiel, supplies, relocatable structures, and other moveable property determined to be excess to the needs of the United States, as may be authorised by United States law and regulations.

## **ARTICLE XV UTILITIES AND COMMUNICATIONS**

1. In furtherance of Article 23(1) of the SOFA, United States Forces and United States Contractors shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favourable than those available to Australia in like circumstances, free from duties, taxes, or similar charges. United States Forces' costs shall be equal to their pro rata share of the use of such utilities.
2. The Parties recognise that it may be necessary for United States Forces to use the radio spectrum. The United States shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). United States Forces may use frequencies allocated by Australian authorities through the ADOD that are necessary for activities under this Agreement. Such allocated use of the radio spectrum through the ADOD shall be free of cost to the United States.
3. Consistent with the 1992 Constitution and Convention of the International Telecommunication Union, United States Forces shall not interfere with frequencies in use by Australia or any entity licensed by Australia unless in consultation with the ADOD.

**ARTICLE XVI  
HEALTH AND SAFETY AND  
PROTECTION OF THE ENVIRONMENT**

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment and human health and safety and to pursue a preventative rather than reactive approach to environmental protection. To this end, the Parties shall cooperate to ensure problems that may arise are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of human health and safety.
2. The Parties shall fully cooperate in the timely exchange of all relevant existing information concerning environmental and health protection at Agreed Facilities and Areas. The environmental compliance standards applied by United States Forces shall reflect, in accordance with its policies, the more protective of United States or Australian applicable standards. To that end, during the development and periodic review of such environmental standards, the Parties shall cooperate and consult to ensure that Australian standards are accurately reflected.
3. United States Forces shall not intentionally release any hazardous materials or hazardous waste owned by it, and, if a spill occurs, shall expeditiously take action in order to contain and address environmental contamination resulting from the spill.
4. The ADOD shall promptly inform United States Forces about potential environmental, health, and safety emergencies arising within Australia from sources other than United States Forces that may affect the health and welfare of members of the United States Forces, or dependants, or its authorised activities, and take prompt action to respond to such emergencies, advising United States Forces of actions to be taken. United States Forces shall promptly inform the ADOD about potential environmental, health, and safety emergencies arising from its activities within Australia and take prompt action to respond to such emergencies, advising the ADOD of the actions to be taken.

**ARTICLE XVII  
UNITED STATES CONTRACTORS**

1. United States Contractors may enter and exit the territory of Australia in connection with activities under this Agreement. Passports and visas shall be required in accordance with Australian law, and if a visa is required, and requested by a United States Contractor, it shall provide for multiple entries and exits and shall be valid for a period of

not less than one year. The appropriate Australian authorities may issue, issue with conditions, or decline to issue such visas expeditiously.

2. United States Forces may solicit, award, and administer contracts, in accordance with the laws and regulations of the United States, for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Australia, with full respect of Australian law, without restriction as to the choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Australia maintains the right to exercise criminal and civil jurisdiction over United States Contractors.

3. Income derived wholly and exclusively from performance in Australia of any contract with the United States in connection with activities under this Agreement by any person (who is not a national of nor ordinarily resident in Australia) or company (other than a company incorporated in Australia) being a United States Contractor, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is taxed, under the taxation laws of the United States. Such contractors will not be subject to Australian tax in respect of income derived from sources outside Australia.

4. Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such United States Contractors are in Australia solely in connection with activities under this Agreement shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

5. Personal property which is situated in Australia solely by reason of such United States Contractors being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States in connection with activities under this Agreement shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of Australia relating to estate and gift duty.

6. The last preceding paragraph shall apply only if the property concerned is subject, and is taxed under the laws of the United States relating to estate or gift tax, and shall not apply in relation to:

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia; or
- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.



7. United States Forces shall strive to use Australian suppliers of goods, products, and services, including Australian workers and Australian commercial enterprises, to the greatest extent practicable, in accordance with United States laws and regulations.

8. The Parties intend to be mindful of each other's requirements, including in accordance with Article IX, with regard to their contracts for the acquisition of goods and services.

### **ARTICLE XVIII CUSTOMS AND QUARANTINE PROCEDURES**

1. Australia shall take all appropriate measures to ensure the efficient clearing of imports and exports in connection with this Agreement.

2. Customs inspections under this Agreement shall be carried out in accordance with procedures mutually determined between Australia and the United States.

3. The United States shall promptly inform Australia if activities involving United States Forces, United States Contractors, dependants, or prepositioned materiel are inconsistent with Australian quarantine laws and regulations.

### **ARTICLE XIX IMPLEMENTATION**

1. All obligations under this Agreement are subject to the availability of appropriated funds authorised for these purposes.

2. As appropriate, the Parties or their Executive Agents may enter into IAs to carry out the provisions of this Agreement. For the avoidance of doubt, in the case of any inconsistency between an IA and this Agreement, the provisions of this Agreement shall prevail.

3. The Parties agree to meet annually, or more frequently at the request of either Party, to consult on matters related to the implementation of this Agreement.

4. Any annex appended to this Agreement shall form an integral part of this Agreement.

## **ARTICLE XX DISPUTES**

1. Disputes shall be resolved at the lowest level possible and, as necessary, referred to the ANR and USDO for consideration and resolution. Those disputes that cannot be resolved by the ANR and USDO shall be referred to the Parties for consultation and resolution, as appropriate.
2. Disputes and other matters subject to consultation under this Agreement shall not be referred to any United States or Australian court, or to any international court, tribunal, or similar body or to any other third party for settlement, unless otherwise mutually agreed.

## **ARTICLE XXI ENTRY INTO FORCE, AMENDMENT, AND TERMINATION**

1. This Agreement shall enter into force on the date of the later diplomatic note between the Parties, confirming that each Party has completed its domestic requirements to give effect to this Agreement, and shall remain in force until terminated in accordance with this Article.
2. The Parties may agree in writing to amend this Agreement, including any annex, at any time. Such an amendment shall enter into force on the date of the later diplomatic note between the Parties, confirming that each Party has completed its domestic requirements to give effect to that amendment.
3. This Agreement shall have an initial term of 25 years and thereafter shall continue in force, but may be terminated by either Party at any time upon one year's written notice to the other Party through diplomatic channels.
4. Unless otherwise mutually agreed by the Parties in writing, termination of this Agreement shall automatically terminate all IAs made pursuant to it.

5. The termination of this Agreement shall not release the Parties from the execution of the obligations resulting from its implementation concerning costs, claims, security of classified information, and disputes.

Done at Sydney, in duplicate, this 12th day of August, 2014, in the English language.

For the Government of  
Australia:

For the Government of the  
United States of America:

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Julie Bishop  
Minister for Foreign Affairs

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John F Kerry  
Secretary of State

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David Johnston  
Minister for Defence

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Chuck Hagel  
Secretary of Defense