

No. 22385

AUSTRALIA
and
FRANCE

**Agreement concerning nuclear transfers between Australia
and France (with annexes and exchange of letters).
Signed at Paris on 7 January 1981**

Authentic texts: English and French.

Registered by Australia on 12 October 1983.

AUSTRALIE
et
FRANCE

**Accord concernant les transferts nucléaires entre l'Australie
et la France (avec annexes et échange de lettres). Signé à
Paris le 7 janvier 1981**

Textes authentiques : anglais et français.

Enregistré par l'Australie le 12 octobre 1983.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING NUCLEAR TRANSFERS BETWEEN AUSTRALIA AND FRANCE

The Government of Australia and the Government of the French Republic (hereinafter referred to as “Parties”),

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will further the objective of the non-proliferation of nuclear weapons;

Mindful that France is a member of the European Atomic Energy Community (hereinafter referred to as “the Community”), and recognising that any agreement concerning nuclear transfers between Australia and the Community shall, when in force, be complementary to the provisions of this Agreement and shall, where appropriate, supersede the provisions of this Agreement;

Recognising that Australia, as a non-nuclear-weapon State, has, under the Treaty on the Non-Proliferation of Nuclear Weapons, done at London, Moscow and Washington on 1 July 1968² (hereinafter referred to as “the Treaty”) undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices and that it has concluded an agreement with the International Atomic Energy Agency (hereinafter referred to as the “Agency”) for the application of safeguards in connection with the Treaty;³

Recognising that France, as a nuclear-weapon State, has signed on 27 July 1978 an agreement with the Community and the Agency for the application of Agency safeguards in France;⁴

Mindful that Australia, as advised in Agency INFCIRC/254/add.1, and France, as advised in Agency INFCIRC/254, are implementing policies which satisfy the guidelines for the export of nuclear material, equipment or technology, published by the Agency as INFCIRC/254, and that they regard these guidelines as a constructive contribution to the development of international arrangements under which nuclear energy can be developed to help meet world energy requirements while avoiding the danger of the proliferation of nuclear weapons;

Desiring to establish conditions consistent with their commitment to non-proliferation under which nuclear material, materials, equipment and technology can be transferred between their two countries for peaceful purposes,

Have agreed as follows:

Article I. For the purpose of this Agreement:

(a) “Appropriate governmental authority” means, in the case of Australia, the Australian Safeguards Office, and, in the case of France, the Secretariat général du Comité interministériel de la Sécurité nucléaire, or such other authority as the Party concerned may from time to time notify the other Party;

¹ Came into force on 12 September 1981 upon an exchange of diplomatic notes, in accordance with article XVI.

² United Nations, *Treaty Series*, vol. 729, p. 161.

³ *Ibid.*, vol. 964, p. 83.

⁴ *Ibid.*, vol. 1259, No. I-20680.

(b) “Equipment” means the items and major components thereof specified in Part A of Annex A. This definition encompasses “sensitive equipment” as referred to in INFCIRC/254;

(c) “Material” means the non-nuclear material for reactors specified in Part B of Annex A;

(d) “Military purpose” means direct military applications of nuclear energy such as nuclear weapons, military nuclear propulsion, military nuclear rocket engines or military nuclear reactors but does not include indirect uses such as power for a military base drawn from a civil power network, or production of radioisotopes to be used for diagnosis in a military hospital;

(e) “Nuclear material” means any “source material” or “special fissionable material” as those terms are defined in Article XX of the Statute of the Agency. Any determination by the Board of Governors of the Agency under Article XX of the Agency’s Statute which amends the list of materials considered to be “source material” or “special fissionable material” shall only have effect under this Agreement when both Parties to this Agreement have informed each other in writing that they accept such amendment;

(f) “Peaceful purposes” means all uses other than use for a military purpose;

(g) “Technology” means technical data in physical form, including technical drawings, photographic negatives and prints, recordings, design data and technical and operating manuals, designated by the supplier Party as important for the design, production, operation or maintenance of enrichment, reprocessing or heavy water production facilities or major critical components thereof and any other technology as may be agreed between the Parties, but excluding data available to the public, for example in published books and periodicals. This definition encompasses “sensitive technology” as referred to in INFCIRC/254.

Article II. 1. This Agreement shall apply to:

- (a) Nuclear material, material, equipment or technology transferred between Australia and France for peaceful purposes whether directly or through a third party;
- (b) All forms of nuclear material prepared by chemical or physical processes or isotopic separation provided that the quantity of nuclear material so prepared shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material used in its preparation, and which is subject to this Agreement, bears to the total quantity of nuclear material so used;
- (c) All generations of nuclear material produced by neutron irradiation provided that the quantity of nuclear material so produced shall only be regarded as falling within the scope of this Agreement in the same proportion as the quantity of nuclear material which is subject to this Agreement and which is used in its production, contributes to this production;
- (d) Nuclear material produced, processed or used in, or produced through the direct contribution of, equipment so transferred or produced, processed or used in, or produced through the direct contribution of, equipment designed or produced by the application of technology so transferred;
- (e) Equipment produced by the use or by the application of technology so transferred.

Provided however, that uranium enriched to 20 per cent or greater in the isotopes U233 and U235, plutonium, and equipment and technology relating to the enrichment, reprocessing and heavy water production shall only be transferred between the Parties in accordance with special conditions agreed upon in writing between the Parties;

2. The items referred to in paragraph 1 of this Article shall be transferred between the Parties only to a natural or legal person identified by the appropriate governmental authority of the recipient Party to the appropriate governmental authority of the supplier Party as duly authorised to receive these items.

Article III. 1. Nuclear material, material and equipment referred to in Article II of this Agreement shall remain subject to the provisions of this Agreement until it is determined that they are no longer usable, or, in respect of nuclear material, that it is no longer practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of the safeguards referred to in Articles V and VI or until they have been transferred beyond the jurisdiction of the recipient Party in accordance with the provisions of Article VIII of this Agreement.

2. For the purpose of determining when nuclear material subject to this Agreement is no longer usable or is no longer practicably recoverable for processing into a form in which it is usable for any nuclear activity relevant from the point of view of the safeguards referred to in Articles V and VI, both Parties shall accept a determination made by the Agency. For the purpose of this Agreement such determination shall be made by the Agency in accordance with the provisions for the termination of safeguards of the relevant safeguards agreement between the Party concerned and the Agency.

Article IV. Nuclear material, material, equipment and technology subject to this Agreement shall not be used for, or diverted to, the manufacture of nuclear weapons or other nuclear explosive devices, to research on or development of nuclear weapons or other nuclear explosive devices, or be used in such a way as to further any military purpose.

Article V. 1. Where Australia is the recipient country compliance with Article IV of this Agreement shall be ensured by a system of safeguards applied by the Agency in accordance with the Agreement concluded on 10 July 1974 between Australia and the Agency for the application of Agency safeguards in Australia in connection with the Treaty.

2. Where France is the recipient country compliance with Article IV of this Agreement shall be ensured by a system of safeguards applied by the Community and the Agency in accordance with the Agreement between France, the European Atomic Energy Community and the International Atomic Energy Agency for the Application of Safeguards in France, signed on 20 and 27 July 1978.

Article VI. 1. If, notwithstanding the provisions of Article V paragraph 1 of this Agreement, nuclear material, material, equipment or technology subject to this Agreement is present in the territory of Australia and the Agency is not administering safeguards in the territory of Australia under the safeguards agreement concluded in accordance with Article III of the Treaty and referred to in Article V paragraph 1 of this Agreement, Australia shall forthwith enter into an agreement or agreements with the Agency which provide safeguards equivalent in scope and effect to those provided

by the applicable safeguards agreement concluded in accordance with Article III of the Treaty and referred to in Article V paragraph 1 of this Agreement.

2. If, notwithstanding the provisions of Article V of this Agreement and paragraph 1 of this Article, nuclear material, material, equipment or technology subject to this Agreement is present in the territory of a Party and the Agency is not administering safeguards in the territory of that Party pursuant to the applicable safeguards agreement referred to in Article V of this Agreement or paragraph 1 of this Article, that Party shall forthwith enter into an agreement with the other Party, satisfactory to the other Party, for the application of a safeguards system which conforms with the safeguards principles and procedures of the Agency and which provides for safeguards equivalent in scope and effect to the Agency safeguards it replaces. The Parties shall consult and assist each other in the application of such a safeguards system.

Article VII. 1. The Parties shall take such measures as are necessary to ensure adequate physical protection of nuclear material, material, equipment and technology within their jurisdiction. In regard to nuclear material the Parties shall apply, as a minimum, measures of physical protection which shall conform to the levels specified in Annex B.

2. The implementation of measures of physical protection is the responsibility of each Party within its jurisdiction. Each Party will be guided by recommendations of international expert groups and especially Agency document INFCIRC/225/Rev.1 in the implementation of its physical protection measures. The Parties shall consult at the request of either Party on matters concerning levels of physical protection and general matters relating to physical protection.

Article VIII. 1. Nuclear material, material, equipment and technology subject to this Agreement shall not be transferred beyond the jurisdiction of the recipient Party without the prior written consent of the supplier Party.

2. France being a member of the Community, the provisions of this Article will not prevent any transfer of nuclear material, material, equipment or technology subject to this Agreement from France to any Member State of the Community, in cases where such nuclear material, material, equipment or technology will be subject in that Member State to an agreement with Australia concerning nuclear transfers.

3. Nuclear material, material, equipment and technology subject to this Agreement transferred between France and any Member State of the Community shall be subject to any agreement concerning nuclear transfers then in force between Australia and the Community and any agreements concerning nuclear transfers then in force between Australia and the relevant Member State.

4. It is envisaged by the Parties that an agreement concerning nuclear transfers between Australia and the Community will have entered into force by the time that transfers to France of nuclear material, material, equipment or technology subject to this Agreement take place.

Article IX. 1. Nuclear material subject to the Agreement shall only be re-processed according to conditions agreed upon in writing between the Parties, as set out in Annex C.

2. Nuclear material subject to the Agreement shall only be enriched to 20 per cent or greater in the isotope U235 according to conditions agreed upon in writing between the Parties, as set out in Annex D.

Article X. 1. In applying Articles VIII and IX of this Agreement, the supplier Party will take into account non-proliferation considerations and energy requirements of the recipient Party. The supplier Party shall not withhold its agreement for the purpose of securing commercial advantage.

2. If a Party considers that it is unable to grant consent to a matter referred to in Article VIII of this Agreement, that Party shall provide the other Party with an immediate opportunity for full consultation on that issue.

Article XI. 1. The appropriate governmental authorities of both Parties shall consult at any time at the request of either Party, to ensure the effective implementation of this Agreement. The Parties may jointly invite the Agency to join in such consultation.

2. If nuclear material subject to this Agreement is present in the territory of a Party, that Party shall, upon the request of the other Party, provide the other Party in writing with the overall conclusions which the Agency has drawn from its verification activities, in so far as they relate to nuclear material subject to this Agreement.

3. The appropriate governmental authorities of both Parties shall establish an administrative arrangement to ensure the effective fulfilment of the obligations of this Agreement. An administrative arrangement established pursuant to this paragraph may be changed with the agreement of the appropriate governmental authorities of both Parties.

4. The Parties shall take all appropriate precautions to preserve the confidentiality of commercial and industrial secrets and other confidential information received as a result of the operation of this Agreement.

Article XII. In the event of non-compliance by the recipient Party with any of the provisions of Articles IV to XI inclusive or of Article XIII of this Agreement, or non-compliance with, or repudiation of, Agency safeguards arrangements by the recipient Party, a supplier Party shall have the right to suspend or cancel further transfers of nuclear material, material, equipment and technology and to require the recipient Party to take corrective steps. If, following consultation between the Parties, such corrective steps are not taken within a reasonable time, the supplier Party shall thereupon have the right to require the return of nuclear material, material and equipment subject to this Agreement.

Article XIII. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation shall, at the request of either Party, be submitted to an arbitral tribunal which shall be composed of three arbitrators appointed in accordance with the provisions of this Article. Each Party shall designate one arbitrator who may be its national and the two arbitrators so designated shall appoint a third, a national of a third State, who shall be the Chairman. If within 30 days of the request for arbitration either Party has not designated an arbitrator either Party to the dispute may request the Secretary General of the United Nations to appoint an arbitrator. The same procedure shall apply if, within 30 days of the designation or appointment of the second arbitrator, the third arbitrator has not been appointed. All decisions shall be made by majority vote of all the members of the arbitral tribunal. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal including all rulings concerning its constitution, procedure, jurisdiction and the apportionment of the expenses of arbitration between the Parties shall be binding on both Parties and shall be implemented by them.

Article XIV. The provisions of any agreement between Australia and the Community concerning nuclear transfers shall, when in force, be complementary to the provisions of this Agreement and shall, where appropriate, supersede the provisions of this Agreement.

Article XV. 1. This Agreement may be amended or revised by agreement between the Parties.

2. Any amendment or revision shall enter into force on the date the Parties, by an exchange of diplomatic notes, specify for its entry into force.

Article XVI. This Agreement shall enter into force on the date the Parties, by an exchange of diplomatic notes, specify for its entry into force and shall remain in force indefinitely unless it is otherwise agreed between the Parties.

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

DONE in duplicate in the English and French languages, both texts having equal validity, at Paris this seventh day of January 1981.

For the Government
of Australia:

[Signed]

JOHN RUSSELL ROWLAND

For the Government
of the French Republic:

[Signed]

BRUNO DE LEUSSE DE SYON

A N N E X A

PART A

1. Nuclear reactors capable of operation so as to maintain a controlled self-sustaining fission chain reaction, excluding zero energy reactors, the latter being defined as reactors with a designed maximum rate of production of plutonium not exceeding 100 grams per year.

Reactor pressure vessels:

2. Metal vessels, as complete units or as major shop-fabricated parts therefor, which are especially designed or prepared to contain the core of a nuclear reactor as defined in paragraph one above and are capable of withstanding the operating pressure of the primary coolant.

Reactor fuel charging and discharging machines:

3. Manipulative equipment especially designed or prepared for inserting or removing fuel in a nuclear reactor as defined in paragraph one above capable of on-load operation or employing technically sophisticated positioning or alignment features to allow complex off-load fuelling operations such as those in which direct viewing of or access to the fuel is not normally available.

Reactor control rods:

4. Rods especially designed or prepared for the control of the reaction rate in a nuclear reactor as defined in paragraph one above.

Reactor pressure tubes:

5. Tubes which are especially designed or prepared to contain fuel elements and the primary coolant in a reactor as defined in paragraph one above at an operating pressure in excess of 50 atmospheres.

Zirconium tubes:

6. Zirconium metal and alloys in the form of tubes or assemblies of tubes, and in quantities exceeding 500 kg per year, especially designed or prepared for use in a reactor as defined in paragraph one above, and in which the relationship of hafnium to zirconium is less than 1:500 parts by weight.

Primary coolant pumps:

7. Pumps especially designed or prepared for circulating liquid metal as primary coolant for nuclear reactors as defined in paragraph one above.

8. Plants for the reprocessing of irradiated fuel elements, and equipment especially designed or prepared therefor.

9. Plants for the fabrication of fuel elements.

10. Equipment, other than analytical instruments, especially designed or prepared for the separation of isotopes of uranium.

11. Plants for the production of heavy water, deuterium and deuterium compounds and equipment especially designed or prepared therefor.

PART B**Deuterium and heavy water:**

12. Deuterium and any deuterium compound in which the ratio of deuterium to hydrogen exceeds 1:5000 for use in a nuclear reactor as defined in paragraph one above in quantities exceeding 200 kg of deuterium atoms for any one recipient country in any period of 12 months.

Nuclear grade graphite:

13. Graphite having a purity level better than 5 parts per million boron equivalent and with a density greater than 1.50 grams per cubic centimetre in quantities exceeding 30 metric tons for any one recipient country in any period of 12 months.

A N N E X B**CRITERIA FOR LEVELS OF PHYSICAL PROTECTION****Category III**

Use and Storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and Storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category I

Materials in this Category shall be protected with highly reliable systems against unauthorized use as follows:

Use and Storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORISATION OF NUCLEAR MATERIAL

Material	Form	Category		
		I	II	III
1. Plutonium ^a	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
2. Uranium 235	Unirradiated ^b	5 kg or more	Less than 5 kg but more than 1 kg 10 kg or more	1 kg or less ^c Less than 10 kg ^c 10 kg or more
	– Uranium enriched to 20% ²³⁵ U or more			
	– Uranium enriched to 10% ²³⁵ U but less than 20%			
	– Uranium enriched above natural but less than 10% ²³⁵ U ^d			
3. Uranium 233	Unirradiated ^b	2 kg or more	Less than 2 kg but more than 500 g	500 g or less ^c
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content) ^{e, f}	

^a As identified in the Trigger List of INFCIRC/254.

^b Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

^c Less than a radiologically significant quantity should be exempted.

^d Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

^e Although this level of protection is recommended, it would be open to States, upon evaluation of the specific circumstances, to assign a different category of physical protection.

^f Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.

ANNEX C

REPROCESSING

Whereas Article IX.1 of the Agreement provides that nuclear material subject to the Agreement (hereinafter referred to as NMSA) shall be reprocessed only according to conditions agreed upon in writing between the Parties;

The Parties to the Agreement,

Acknowledging that the separation, storage, transportation and use of plutonium require particular measures to reduce the risk of nuclear proliferation;

Recognising the role of reprocessing in connection with efficient energy use, management of materials contained in spent fuel or other peaceful non-explosive uses including research;

Desiring predictable and practical implementation of the agreed conditions set out in this Annex, taking into account the shared non-proliferation objectives of the Parties and the long-term needs of the nuclear fuel cycle program of the recipient Party;

Determined to continue to support the development of international safeguards relevant to reprocessing and plutonium, including an effective international plutonium storage scheme, and of other measures relevant to reprocessing and plutonium;

Have agreed as follows:

Article 1. NMSA may be reprocessed subject to the following conditions.

(A) Reprocessing shall take place, under Agency safeguards, for the purpose of energy use and management of materials contained in spent fuel, in accordance with the nuclear fuel cycle program as delineated and recorded in an Implementing Arrangement.

(B) The separated plutonium shall be stored and used, under Agency safeguards, in accordance with the nuclear fuel cycle program as delineated and recorded in an Implementing Arrangement.

(C) The reprocessing and use of NMSA for other peaceful non-explosive purposes including research shall take place only under conditions agreed upon in writing between the Parties following consultations under Article 2 of this Annex.

Article 2. Consultations shall be held within thirty days of the receipt of a request from either Party:

(A) To review the operation of the provisions of this Annex;

(B) To consider amendments to the Implementing Arrangement referred to in Article 1(A) and B of this Annex;

(C) To take account of improvements in international safeguards relevant to reprocessing and plutonium, including an effective international plutonium storage scheme, and of other measures relevant to reprocessing and plutonium;

(D) To consider amendments to this Annex proposed by either Party, in particular to take account of the developments referred to in paragraph (C) of this Article;

(E) To consider proposals for the reprocessing and use of NMSA for other peaceful non-explosive purposes including research.

Article 3. The provisions of Article XI.4 of the Agreement shall apply to the information included in the Implementing Arrangement referred to in Article 1(A) and (B) of this Annex.

Article 4. This Annex may be amended in accordance with Article XV of the Agreement.

ANNEX D

ENRICHMENT TO 20 PERCENT OR GREATER IN THE ISOTOPE U235

Whereas Article IX.2 of the Agreement provides that NMSA shall only be enriched to 20 per cent or greater in the isotope U235 according to conditions agreed upon in writing between the Parties;

The Parties to the Agreement,

Declare that they shall not at present enrich NMSA to 20 per cent or greater in the isotope U235; and

Agree to consult within 30 days of the receipt of a request from either Party to consider proposals for conditions to be agreed upon in writing according to which NMSA may be enriched to 20 per cent or greater in the isotope U235.

Veillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

[Signé]

BRUNO DE LEUSSE DE SYON
Ambassadeur de France

Son Excellence M. John Russell Rowland
Ambassadeur d'Australie à Paris

[TRANSLATION — TRADUCTION]

I

MINISTRY OF FOREIGN AFFAIRS

Paris, 7 January 1981

[See letter II]

BRUNO DE LEUSSE DE SYON
Ambassador of France

His Excellency Mr. John Russel Rowland
Ambassador of Australia in Paris

II

AUSTRALIAN EMBASSY
PARIS

7 January 1981

My dear Secretary-General,

I have the honour to acknowledge receipt of your letter of today's date which in English reads as follows:

Your Excellency,

I have the honour to refer to the Agreement between the Government of Australia and the Government of the French Republic concerning nuclear transfers between Australia and France signed today at Paris and in particular, to certain understandings reached concerning the application of Article VIII and the interpretation of Article XI. In this regard I have the honour of proposing the following:

Article VIII

In relation to Article VIII, paragraph 1, nuclear material, material, equipment or technology subject to the Agreement shall only be transferred by the

recipient Party for use, storage or final disposal in a third country in cases where the third country has an agreement in force with the supplier Party concerning nuclear transfers in relation to which agreement the supplier Party has not advised the recipient Party that it has found it necessary to suspend, cancel or refrain from making nuclear transfers. Nuclear material, material, equipment or technology subject to the Agreement transferred to a third country shall be subject to such an agreement.

Each Party shall notify the other Party prior to any such transfer. Each Party shall provide the other Party with, and keep updated, the list of countries to which transfers may be made in accordance with the preceding paragraph.

Notwithstanding the provisions of the foregoing paragraphs, uranium enriched to 20 per cent or greater in the isotopes U233 and U235, plutonium, and equipment and technology relating to enrichment, reprocessing and heavy water production shall only be transferred from a Party to a third country in accordance with special conditions agreed upon in writing between the Parties.

Article XI

The expression, "overall conclusions which the Agency has drawn from its verification activities . . ." is understood to mean a statement from the Agency to the Party concerned indicating that the Agency applied its safeguards to its satisfaction during the past year and that it has not detected the diversion of nuclear material subject to the Agreement from peaceful nuclear activities to the manufacture of nuclear weapons or of other nuclear explosive devices or for purposes unknown.

I propose that if the foregoing is acceptable to the Government of Australia this letter and your confirmatory reply shall constitute an Agreement between our two Governments which shall enter into force on the date that the Agreement concerning nuclear transfers between Australia and France enters into force and shall remain in force for as long as that Agreement remains in force.

Please accept, Your Excellency, the assurance of my highest consideration.

I have the honour to confirm that the foregoing is acceptable to the Government of Australia who therefore agree that your letter with the present reply shall constitute an Agreement between our two Governments which shall enter into force on the date that the Agreement concerning nuclear transfers between Australia and France enters into force and shall remain in force for as long as that Agreement remains in force.

I have the honour to convey to you, Sir, the assurance of my highest consideration.

[Signed]

J. R. ROWLAND
Ambassador

M. Bruno de Leusse de Syon
Secrétaire général
Ministère des Affaires Etrangères
Paris