

No. 27458

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**AUSTRALIA  
and  
UNITED STATES OF AMERICA**

**Agreement concerning cooperation in defense logistic support. Signed at Sydney on 4 November 1989**

*Authentic text: English.*

*Registered by Australia on 30 July 1990.*

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**AUSTRALIE  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif à la coopération en matière d'appui logistique à la défense. Signé à Sydney le 4 novembre 1989**

*Texte authentique : anglais.*

*Enregistré par l'Australie le 30 juillet 1990.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF AUSTRALIA  
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
CONCERNING COOPERATION IN DEFENSE LOGISTIC  
SUPPORT

The Government of Australia and the Government of the United States of America (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;<sup>2</sup>

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

<sup>1</sup> Came into force on 4 November 1989 by signature, in accordance with article XX (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 131, p. 83.

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 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 Australia:  
[Signed — Signé]<sup>1</sup>

For the Government  
of the United States of America:  
[Signed — Signé]<sup>2</sup>

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<sup>1</sup> Signed by Kim C. Beazley — Signé par Kim C. Beazley.

<sup>2</sup> Signed by Richard B. Cheney — Signé par Richard B. Cheney.