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Intrumen hukum:

Framework Agreement Between The Government Of Autralia And The Government Of The French Republic Concerning Cooperation On The Future Submarine Program

Vienna Convention on the Law of Treaty 1969

Lampiran – Perjanjian Internasional

FRAMEWORK AGREEMENT

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

CONCERNING

COOPERATION ON THE FUTURE SUBMARINE PROGRAM

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

REAFFIRMING that the longstanding and close defence relations between the Parties are based on a shared commitment to addressing global security challenges and shared strategic interests for a stable and peaceful Asia Pacific and Indian Ocean Region;

CONSIDERING the Joint Declaration of Strategic Partnership between Australia and France, signed at Paris on 19 January 2012;

RECALLING Australia’s 2016 Defence White Paper commitment to develop a regionally-superior Future Submarine to meet Australia’s unique national security requirements and to operate as an independent sovereign capability;

NOTING the decision of Australia on 26 April 2016 selecting DCNS as Australia’s preferred international industry partner under the competitive evaluation process for the design and build of Australia’s Future Submarine;

RECOGNISING the Parties’ enduring and long-term commitment to the success of the Future Submarine Program, and the importance of maximising Australian industry involvement in that Program;

WHEREAS France recognises that it is critical for Australia to achieve a full, enduring, and self-reliant capability for the Future Submarine, especially the ability to independently operate, sustain (upkeep, update and upgrade) and maintain the certification of, the Future Submarine;

ACKNOWLEDGING the commitment by France, following the selection of DCNS under the competitive selection process, to take all actions considered useful or necessary to enable Australia’s sovereign operational and sustainment capability of the Future Submarine;

RECOGNISING that achievement of Australia’s sovereign operational and sustainment capability for the Future Submarine will require the respective Parties to support the commercial collaboration between Australia and DCNS under contracts entered into for the purposes of the Future Submarine Program;

RECOGNISING the importance for Australia of having access to, and use of, technology owned by France to enable Australia to achieve a self-reliant and enduring capability to operate and sustain the future submarine capability; and

RECOGNISING the importance for Australia of enabling and supporting the long term security of supply for the Future Submarine and for maximising opportunities for Australian industry’s involvement in the design, construction and sustainment of the

Future Submarine to meet Australia's national security requirements and foreign policy commitments;

HAVE AGREED as follows:

Article 1 Purpose

The purpose of this Agreement is to define the principles, the framework, and the initial means of support and cooperation settled between the Parties for Australia's Future Submarine Program, considering Australia's enduring commitment to establish a long-term partnership with DCNS for the design and construction of the Future Submarine to be built in Australia, and the importance of maximising Australian industry involvement in these activities.

Article 2 Definitions

The following definitions apply to this Agreement:

- (a) "Australian Sovereign Submarine Programs" means any program activity related to the Australian submarines operated by the Royal Australian Navy, including any current or future class of Australian submarine.
- (b) "Background Information" means Information owned by a Party that is in existence prior to the entry into force of this Agreement or is subsequently brought into existence other than as a result of the performance of the FSP.
- (c) "Classified Information" means any information (namely, knowledge that can be communicated), regardless of the form, or material determined to require protection against unauthorised disclosure or compromise which has been so designated with a security classification.
- (d) "Contractor" means any individual or legal entity entering into or bound by a FSP Contract and includes sub-contractors, but excludes the Parties.
- (e) "DCNS" means a French Société Anonyme having its registered office currently located at 40/42 rue du docteur Finlay-75015 Paris, France which is registered with the Paris Corporate Register under number 441 133 808.
- (f) "Engineering Authority" means the Australian Department of Defence entity responsible for ensuring the compliant application of engineering and configuration management procedures, the proper application of technical regulations to the design acceptance process, the provision of advice on the state of material technical integrity and for ensuring that material remains technically acceptable for Australian defence use.

- (g) “Foreground Information” means Information which is created by one or both of the Parties under this Agreement or otherwise in the performance of a task required under the FSP.
- (h) “FSP Contract” means a legally enforceable agreement entered into in relation to an activity under the FSP and under the terms of which the parties to it enter into mutual obligations, and includes sub-contracts.
- (i) “Future Submarine” means the Australian submarine platform and any part or component thereof, and any Materials and Equipment or elements of the Australian submarine system, and any related Information.
- (j) “Future Submarine Program (FSP)” means Australia’s ongoing SEA1000 Future Submarine Program, and includes all activities connected with that program, including all elements of the design, development, build (including test and commissioning), operation, sustainment and disposal of the Future Submarines during its life of type.
- (k) “Government Quality Assurance” means the process by which the competent national authority of the relevant Party determines that contractual requirements regarding quality of material and services are met.
- (l) “Information” means any information (including documents, computer software, source codes and other items in any form, or any reproduction or translation of such information or material) which can be communicated in any form, including information subject to Intellectual Property Rights or other legal protection.
- (m) “Intellectual Property Rights” means all copyright (including moral rights) and all rights derived from or in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know-how), and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
- (n) “Laws and Policies” means any law or legislative instrument enacted in accordance with a Party’s constitutional arrangements, or any policies set out in official instructions as established by a Party.
- (o) “Materials and Equipment” means any material, equipment, end item, subsystem, component, special tooling, or test equipment acquired or provided for use by Australia in connection with the FSP.
- (p) “Services” means any service, test, inspection, maintenance and repair, and other post design services, training, technical or other assistance, including the provision of Information, related to the Future Submarine.
- (q) “Technology” means the Future Submarine, Services, Information, and all related know-how, know-why, innovations and source codes, and includes the application of knowledge in the design, production,

manufacture and use of Materials and Equipment and Services.

- (r) "Third Party" means any natural person, legal entity or government other than the Parties.
- (s) "Third Party Partners" means the governments of third States which are mutually identified in writing by the Parties.
- (t) "Use" means to use, reproduce, adapt or improve.

Article 3 Objectives

- (1) The objectives of this Agreement are to:
 - (a) establish general principles of cooperation between the Parties to promote the proper progress of the FSP;
 - (b) establish a governance framework to support and enable the delivery of the FSP and to ensure timely and effective consultation on issues arising from the FSP;
 - (c) ensure the timely transfer of Technology between the Parties for the purposes of the FSP consistent with this Agreement;
 - (d) establish principles for the Use and ownership of Information between the Parties;
 - (e) promote clarity and understanding of the Parties' export control systems and efficient administration of national export control approvals and licensing rules and procedures for transfers of Technology for the purposes of the FSP;
 - (f) support Australia's security of supply for the FSP;
 - (g) facilitate and enable the operational, technical and industrial cooperation of the Parties;
 - (h) cooperate to maximise the opportunities for Australian industry involvement in the FSP;
 - (i) facilitate prompt exchanges of Information, including Classified Information, between the Parties and their Contractors and Third Party Partners under provisions that ensure the security of such Information;
 - (j) foster coordination of joint research activities to increase the advanced knowledge base and encourage technological development and innovation; and
 - (k) guide the Parties in the development of future instruments relating to the FSP.
- (2) Consistent with these objectives, the Parties shall cooperate to support and facilitate the progress of the FSP and to reduce the risks and enhance the effectiveness of the FSP.
- (3) The Parties shall exchange Information as necessary to facilitate this Agreement.

Article 4

Governance Framework

(1) The Parties recognise that proper governance and establishment of a framework for bilateral exchanges will be crucial to the effective implementation of this Agreement.

(2) To this end, the Parties' Ministers of Defence, or their representatives, shall meet in relation to the FSP as necessary and at least annually. The location of each meeting shall be mutually determined, taking into account the convenience to the Parties, on a case by case basis.

(3) The Parties shall also establish a Steering Committee to manage the implementation of this Agreement, which shall be co-chaired by a representative of each Party. It shall meet as necessary, but at least twice yearly, and shall report regularly to the Parties' Ministers of Defence. The work of the Steering Committee may continue between its meetings. The Steering Committee shall develop rules of procedure, noting that its decisions shall be by consensus.

(4) The location of each meeting shall be mutually determined, taking into account the convenience to the Parties, on a case by case basis. Each Party shall be responsible for its costs of attending meetings and the host Party shall be responsible for the cost of providing facilities and secretarial support to the meetings.

(5) The Steering Committee is an advisory body and shall be responsible for:

- (a) monitoring and coordinating the implementation, performance and strategic direction of this Agreement, and decisions taken by the Parties;
- (b) overseeing the progress of the FSP;
- (c) participating in the identification and resolution of issues related to the effective implementation of this Agreement, including substantial changes to national Laws and Policies that would have an impact on the execution of this Agreement and, where requested by Australia, FSP Contracts;
- (d) recommending measures to enhance the effective implementation and performance of this Agreement;
- (e) when circumstances arise, advising on issues relating to export approvals and licensing under the FSP;
- (f) maintaining oversight of the security aspects of the FSP;
- (g) recommending amendments to this Agreement; and
- (h) any other matters determined by the Parties' Ministers of Defence.

(6) Upon the prior mutual consent of the Parties, a Party may invite Contractors to participate in the discussions of a Steering Committee meeting for all or part of the sessions.

(7) The Steering Committee may establish task groups or sub-committees or use other existing Defence consultation mechanisms as required to assist

in performing its responsibilities.

(8) Each co-chair of the Steering Committee may establish its own coordination and administrative functions within their respective organisations to support their participation in the Steering Committee. Each co-chair may be assisted by additional staff as necessary. The Parties shall bear their respective costs of these functions.

Article 5 Technology Transfer

(1) The Parties recognise that to design, build, and enable Australia's sovereign operational and sustainment capability for the Future Submarine will require access to, and Use of, Technology owned by France.

(2) The Parties shall support and facilitate the transfer of the Technology required for the purposes of the FSP in accordance with this Agreement and as otherwise mutually determined in writing between them, in accordance with the Parties' respective Laws and Policies.

Article 6 Ownership and Use of Information

(1) France shall do all things necessary, and take all action required, to ensure Australia obtains all Background Information owned by France required to design, build, and enable Australia's sovereign operational and sustainment capability for the Future Submarine ("French Background Information"), in accordance with this Article.

(2) All title and ownership of Background Information shall remain the property of the owner of such Background Information.

(3) Australia may Use French Background Information for the purposes of Australian Sovereign Submarine Programs, noting that Use of the Information, otherwise than for purposes of the FSP, shall be Australia's sole responsibility.

(4) Australia may transfer French Background Information to Contractor personnel embedded with the Australian Department of Defence to perform functions in relation to Australian Sovereign Submarine Programs who have a need to access the Information, provided they are legally obligated to only Use the French Background Information solely for the purpose of performing their tasks required by Australia for the Australian Sovereign Submarine Programs, and to not further disclose the Information.

(5) Australia may only transfer French Background Information to any other Third Party with the prior written approval of France. The Parties shall mutually determine

in writing the categories of French Background Information and the categories of Third Parties to which Australia may transfer the Information.

(6) Australia shall only transfer French Background Information to Third Parties in accordance with paragraph 5 of this Article, provided that those Third Parties:

- (a) that are Contractors, have a need to access the Information, and are legally obligated to only Use the French Background Information solely for the purpose of performing their tasks required by Australia for the FSP, and to not further disclose the Information; and
- (b) that are Third Party Partners, give assurance to Australia that they will only Use French Background Information for the purposes of performing their functions for the FSP and to not further disclose the Information.

(7) France agrees that any Third Party who receives French Background Information in accordance with this Article may Use the Information and collaborate with another Third Party that has received the same Information.

(8) Australia shall not be required to pay any licence fee, royalty or other charge in respect of any Use of French Background Information in accordance with this Article.

(9) Ownership of all Foreground Information shall vest on its creation in Australia, except that Foreground Information generated in relation to activities under Article 14 shall be governed by the instruments referred to in that Article.

(10) France may Use Australian owned Foreground Information only for the purpose of performing tasks required by Australia for the FSP. Australia shall not charge France any licence fee, royalty or other charge in respect of France's Use of Foreground Information. France shall not transfer Foreground Information to a Third Party without the prior written approval of Australia.

(11) Australia may provide to France Background Information owned by Australia which is necessary or useful to the successful completion of the FSP ("Australian Background Information"). Australian Background Information shall be provided free of any royalty, licence fee or other charge. Where Australian Background Information is provided to France, France shall:

- (a) only Use the Australian Background Information for the purpose of the FSP;
- (b) not transfer Australian Background Information to a Third Party without the prior written approval of Australia; and
- (c) promptly return any Australian Background Information when so requested by Australia, or on the completion of the FSP, whichever occurs first.

(12) If either Party wishes to Use or transfer Background Information or Foreground Information other than as provided for in this Agreement, it shall obtain the prior written approval of the other Party.

(13) Australia shall maintain a register of French Background Information transferred to Third Party Partners or Third Parties (excluding Contractor personnel embedded with the Australian Department of Defence to perform functions in relation to Australian Sovereign Submarine Programs). The register shall be made available to France upon request.

Article 7 Export Controls

- (1) The Parties acknowledge the importance of a clear understanding of their respective export control systems, granting export approvals and licences in an efficient manner, using the full range of export licences appropriate to the stage of the FSP, and early and continuing engagement with industry on export controls, to enable the transfer of Technology required to progress the FSP.
- (2) The Parties shall:
 - (a) share information to facilitate clarity and understanding of their respective export control systems;
 - (b) administer their export control rules and procedures in a manner that supports the objectives and proper progress of the FSP and that promotes efficiency in the granting of export approvals and licences relating to the FSP; and
 - (c) examine measures to streamline, where appropriate, such administrative rules and procedures.

Article 8 Security of Supply

- (1) The Parties recognise that security of supply is crucial for the delivery of the Future Submarine, and Australia's ability to maintain its sovereign operational and sustainment capability of the Future Submarine sufficient for Australia to discharge its foreign and security policy requirements, including in times of peace, crisis or armed conflict.
- (2) To this end, France shall not interfere with Australia's freedom of use of the Future Submarine and shall not hinder its supply chain of Technology necessary for the design, build, delivery, operation and sustainment of the Future Submarine, including in times of peace, crisis or armed conflict.
- (3) The Parties shall also inform each other of significant changes proposed to their controlling interests in major industrial entities involved in the FSP. In the event of a change of control of DCNS, France shall continue to ensure that its obligations under this Agreement are met.
- (4) Where appropriate, the Parties shall revise existing or conclude new instruments relating to security of supply to ensure implementation of this Article.

Article 9 Security

- (1) The Parties recognise the importance of stringent measures to protect the security of Information exchanged under the FSP, including Information exchanged between the Parties and their respective Contractors or Third Party Partners.
- (2) All Classified Information provided or generated pursuant to this Agreement shall be stored, handled, transmitted and safeguarded in accordance with the *Agreement between the Government of Australia and the Government of the French Republic relating to the Exchange and Communication of Classified Information*, which entered into force 15 July 1985 ("SIA"), or any successor agreement.
- (3) The Parties shall administer their security policies and practices in a manner that promotes the efficient movement of staff, Information and material, and shall facilitate access taking into account the principle of a "need to know".
- (4) Visits by personnel of one Party or its Contractor to a facility of the other Party shall be consistent with the SIA, or any successor agreement.
- (5) Any sensitive information (which does not include Classified Information) exchanged between the Parties under this Agreement shall be:
 - (a) handled and protected in accordance with the Laws and Policies of the respective Parties;
 - (b) used by the receiving Party only for purposes in connection with the FSP; and
 - (c) not at any time disclosed by the receiving Party to a Third Party without prior written consent of the providing Party, unless the disclosure is authorised by this Agreement on a "need to know" basis.

Article 10 Program Management Support

- (1) The Parties recognise that the provision of program management support will be important in facilitating delivery of the FSP.
- (2) The Parties shall consult to determine the specific scope, nature and any costs, on a fair and reasonable basis, for program management support to be provided by France in the following areas:
 - (a) monitoring contract performance (in terms of progress, risks, schedules and costs) of the FSP Contracts between Australia and the Contractors located in French territory;

- (b) advising and supporting Australia in relation to FSP management matters, including, but not limited to:
 - (i) development, assessment and definition of technical requirements;
 - (ii) benchmarking performance of Contractors against equivalent industry performance as appropriate;
 - (iii) sharing experience on program management;
 - (iv) program risks assessment;
 - (v) establishment of an Engineering Authority within the Australian Department of Defence for the purposes of the FSP; and
 - (vi) other technical and expertise support;
 - (c) participating in progress meetings related to FSP Contracts;
 - (d) enquiring into, and assisting to resolve, any issues or concerns raised by Australia in relation to the performance of any FSP Contract;
 - (e) facilitating the discussions between Australia and Contractors in cases of technical or other performance problems in relation to FSP Contracts not resolved directly between Australia and the respective Contractor;
 - (f) providing any other program management support as mutually determined, in writing, by the Parties to reduce risk and enhance the effectiveness of the FSP; and
 - (g) any other support mutually determined in writing by the Parties.
- (3) In accordance with paragraph 2 of this Article, and when requested by Australia, France shall provide such program management support to Australia.
- (4) Any provision of support by France under this Article shall not affect Australia's authority and responsibility for decision-making under FSP Contracts. In addition, any support provided by France in relation to the establishment of an Engineering Authority within the Australian Department of Defence for the purposes of the FSP, shall not affect Australia's authority and responsibility for decision-making as the Engineering Authority.

Article 11 Cost Transparency

- (1) For the purposes of cost transparency and performance monitoring of the FSP, France shall not hinder Australia's access by personnel authorised by Australia to Information relating to the cost and performance of the FSP.
- (2) The Parties agree that, insofar as they are concerned, Law No. 68-678 of 26 July 1968, as modified by Law No. 80-538 of 16 July 1980, shall not be used in a way to prevent access by personnel authorised by Australia to Information referred to in paragraph 1 of this Article.

Article 12

Government Quality Assurance

- (1) The Parties acknowledge the need to assure the quality of the deliverables for the FSP.
- (2) The Parties shall consult to determine the scope and nature of any Government Quality Assurance services that may be sought by Australia from France in relation to the FSP. France shall, if requested by Australia, provide the Government Quality Assurance services on a fair and reasonable basis. The Government Quality Assurance shall be provided under the instruments referred to in paragraph 3 of this Article.
- (3) The Parties shall, when necessary, revise the existing *Arrangement between the Australian Department of Defence and the Minister of Defence of the French Republic for the Provision of Government Quality Assurance Services*, which came into effect on 9 July 2009, which may result in the conclusion of a new replacement instrument relating to Government Quality Assurance.

Article 13 Industry Cooperation

- (1) The Parties recognise the importance of maximising Australian industry involvement in the FSP and developing Australian-French industry partnerships through their respective industry policies.
- (2) Noting Australia's authority and responsibility for decision-making under FSP Contracts entered into by Australia and for growing and sustaining its broader industrial base in the naval domain, and acknowledging the importance of Australia's efforts to maximise Australian industry involvement in the design, build and sustainment of the Future Submarine, France shall:
 - (a) provide advice to, and share Information, know-how, know-why, skills and experience with, Australia, in particular regarding industry policy and industrial environment, to assist Australia to manage and develop Australian industry involved in the FSP; and
 - (b) not hinder French industry efforts regarding Australian industry involvement in the design, build and sustainment of the Future Submarine, with Australian companies able to bid for work, including as part of the supply chain, in all phases of the FSP on an equal basis with French companies.
- (3) Australia and France shall:
 - (a) facilitate the exchange of Information, know-how, know-why, skills and experience relating to the FSP between French and Australian industries;
 - (b) foster innovation, including in accordance with Article 14; and
 - (c) engage in any other industry cooperation activities as mutually determined, in writing, by the Parties.
- (4) To further facilitate implementation of this Article, the Parties shall, as appropriate, revise existing material cooperation arrangements, or

conclude new instruments relating to enhancing industry capability and cooperation.

Article 14 Research and Technology Development

- (1) The Parties acknowledge that innovative technological solutions are integral to the success of the FSP and to enable Australia's sovereign operational and sustainment capability for the Future Submarine.
- (2) To this end, the Parties shall coordinate and collaborate where appropriate on research and development activities, particularly on most recent developments and technical breakthroughs in the naval domain.
- (3) Such research and development activities shall be conducted under the instruments referred to in paragraph 4 of this Article.
- (4) The Parties shall revise, when necessary, the existing *Agreement between the Government of Australia and the Government of the Republic of France Concerning Collaboration on Defence Research and Technology*, which entered into force 17 December 1990, and may revise existing, or conclude new, subsidiary administrative arrangements for the purposes of the FSP.

Article 15 Navy to Navy Cooperation

The Parties shall endeavour to enhance cooperation between their Navies, including their submarine forces, under and in accordance with the *Agreement between the Government of Australia and the Government of the French Republic Regarding Defence Cooperation and Status of Forces*, which entered into force 7 July 2009 ("DCA"), including, but not limited to:

- (a) joint exercises;
- (b) exchange of information concerning operational and in-service doctrine and experience and other activities to enhance interoperability;
- (c) crew training and certification;
- (d) the conduct of joint and unilateral visits and military exchanges; and
- (e) developing and enhancing regional operational cooperation.

Article 16
Facilities and Status of Personnel

- (1) The Parties recognise that it will be necessary for personnel to work, and for certain facilities to be established, in each others' territories to facilitate the FSP.
- (2) The DCA shall apply to all military and civilian personnel who are members of a visiting force, and members of its civilian component, and their dependants, present in the territory of a Party for the purposes of this Agreement.
- (3) The Parties shall, when necessary, develop instruments to govern:
 - (a) the status of Contractor personnel embedded with the Australian Department of Defence and their dependants located on a temporary basis in France for the purposes of the FSP to whom the DCA does not apply;
 - (b) procedures and authorisations for the establishment of communications equipment to enable the secure exchange of information and interactions at mutually determined sites and facilities in either Australia or France used in the FSP, or at which personnel from either or both Australia or France will be located on a temporary basis for the purposes of the FSP; and
 - (c) any other matters as mutually determined in writing by the Parties.
- (4) The security instruments between the relevant competent security authorities of the Parties for the use of such sites and facilities used for FSP purposes shall be made pursuant to the SIA, or any successor agreement.

Article 17
Costs of Participation

Each Party shall bear its own costs of fulfilling its obligations under this Agreement, subject to the following:

- (a) Articles 4, 10 and 19;
- (b) the cost provisions in the instruments referred to in Articles 12, 14 and 15; or
- (c) as otherwise mutually determined in writing by the Parties.

Article 18
Taxes and Duties

Insofar as laws, policies, and applicable international agreements binding either Party permit, the Parties shall minimise the impacts of customs duties, import and export taxes and any similar charges that may be applicable to the activities of the FSP.

Article 19 Claims

- (1) Any claims arising out of the Parties' fulfilment of their obligations under this Agreement shall be dealt with as follows:
 - (a) All claims to which the DCA applies shall be dealt with in accordance with its terms;
 - (b) Subject to paragraph 2 of this Article, for all claims to which the DCA does not apply, unless otherwise mutually determined in writing between the Parties, the following shall apply:
 - (i) Each Party waives all claims against the other Party in respect of injury (including injury resulting in death) caused to its military or civilian personnel or damage caused to its property by personnel or agents (which do not include Contractors) of the other Party.
 - (ii) Claims from any other persons (other than a contractual claim) for injury, death, damage, or loss of any kind caused by the military or civilian personnel of a Party in the performance of their official duty and arising out of, or in connection with, the FSP activities under this Agreement shall be dealt with by the most appropriate Party, as mutually determined by the Parties. The cost incurred in satisfying any such claims shall be dealt with on the following basis:
 - (A) Where a Party is solely responsible for any act or omission giving rise to the claim, the cost of handling and settling the claim shall be borne by that Party alone.
 - (B) Where the Parties are jointly responsible in respect of the claim, or it is not possible to attribute responsibility in respect of the claim between the Parties, the cost of handling and settling the claim shall be borne equally by the Parties.
- (2) Where it is determined in respect of any claim under this Article that the damage or loss, injury or death was caused by reckless acts, reckless omissions, gross negligence (a serious disregard for an obvious risk), or wilful misconduct of only one of the Party's military or civilian personnel, the cost of handling and settling the claim shall be borne solely by that Party.
- (3) Claims arising under any FSP Contract shall be resolved in accordance with the provisions of the FSP Contract.

Article 20
Dispute Resolution

Any dispute arising from the interpretation or implementation of this Agreement or its further instruments made under this Agreement shall be resolved by consultation and negotiation between the Parties.

Article 21
Other Instruments

- (1) The Parties may develop other instruments to facilitate the implementation of this Agreement or further underpin the effective application of the obligations specified herein, where appropriate.
- (2) Other instruments between the Parties in force or effect on the entry into force of this Agreement shall continue to operate unchanged unless terminated in accordance with their provisions.
- (3) This Agreement shall not have the effect of varying the terms of any FSPContract.

Article 22
Application of Laws and Policies

The activities set out under this Agreement shall be carried out in accordance with the respective international obligations of each Party and in compliance with the Parties' respective Laws and Policies.

Article 23
Entry into Force, Amendment and Termination

- (1) Each Party shall notify the other Party of the completion of its internal procedures required to bring this Agreement into force. This Agreement shall enter into force on the date of the last note.
- (2) The Parties may amend this Agreement at any time by mutual agreement in writing. These amendments shall enter into force in accordance with the terms and conditions set forth in paragraph 1 of this Article, unless otherwise provided for by the Parties.
- (3) This Agreement shall remain in force for an initial period of 30 (thirty) years and shall continue in force thereafter, unless terminated.
- (4) The Parties may terminate this Agreement at any time by mutual agreement in writing, and shall consult to establish the effective date of termination.

(5) If the ability of a Party to implement this Agreement is fundamentally impacted by exceptional events, circumstances or matters, either Party may give written notice (“Notice”) of its intention to terminate this Agreement.

(6) The Parties shall consult immediately following receipt of the Notice under paragraph 5 of this Article with the aim of allowing the continuation of this Agreement, including through any necessary amendments. If no common ground is found within twelve months and a Party does not agree to the continuation of this Agreement, the termination shall take effect 24 months after the receipt of the Notice or earlier if otherwise mutually determined in writing.

(7) In the event both Parties agree to terminate this Agreement or where one Party wishes to terminate this Agreement, the Parties shall manage the consequences of termination on a fair and equitable basis prior to the effective date of termination.

(8) The Parties shall review this Agreement no less than every 5 (five) years. The reviews shall include consideration of whether any amendments to this Agreement are necessary and, after a period of 30 (thirty) years, whether it is appropriate for this Agreement to continue in force.

(9) Notwithstanding the termination of this Agreement in accordance with paragraphs 4 or 5 and 6 of this Article, all instruments in force or effect between the Parties at that time, shall remain in force or effect, unless otherwise mutually determined by the Parties.

(10) The termination of this Agreement shall not release the Parties from the execution of the obligations resulting from its implementation concerning Article 6 (Ownership and Use of Information), Article 9 (Security), Article 19 (Claims) and Article 20 (Dispute Resolution).

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

DONE aton
in duplicate in French and English languages, both texts being equally authentic.

For the
Government of Australia

For the
Government of the French Republic

Signature: _____ Signature: _____

Title: _____ Title: _____

