

National Interest Analysis [2025] ATNIA 7

with attachment on consultation

*Nuclear-Powered Submarine Partnership and Collaboration Agreement between the
Government of Australia and the Government of the United Kingdom of Great Britain and
Northern Ireland*

(Geelong, 26 July 2025)

[2025] ATNIF 25

NATIONAL INTEREST ANALYSIS: CATEGORY 1 TREATY

Nuclear-Powered Submarine Partnership and Collaboration Agreement between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland

(Geelong, 26 July 2025)

[2025] ATNIA 7

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Nature and timing of proposed treaty action

1. The proposed treaty action is to bring into force the *Nuclear-Powered Submarine Partnership and Collaboration Agreement between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland* (Agreement).
2. For the Agreement to enter into force, each Party must notify each other in writing that it has completed all domestic requirements necessary for entry into force through an exchange of diplomatic notes. The Agreement will enter into force between the Parties on the date of the last note in that exchange of notes (Article XXIII(A)).
3. Australia will send its diplomatic note as soon as practicable after the completion of its domestic processes.

Overview and national interest summary

4. On 15 September 2021, the leaders of Australia, the United Kingdom (UK), and the United States of America (US) announced a new enhanced trilateral security partnership between their countries — called AUKUS. The first initiative under AUKUS (AUKUS Pillar I) was to support Australia's acquisition of conventionally armed, nuclear-powered submarines (SSNs) for operation by the Royal Australian Navy. On 14 March 2023, AUKUS leaders announced the pathway to deliver a nuclear-powered submarine capability to Australia (Optimal Pathway).
5. On 5 August 2024, Australia, the UK and the US signed the *Agreement among the Government of Australia, the Government of the United Kingdom of Great Britain and Northern Ireland, and the Government of the United States of America for Cooperation Related to Naval Nuclear Propulsion* [2025] ATS 5 (ANNPA), which enabled the communication and exchange of naval nuclear propulsion information, and the transfer of nuclear material and equipment from the US and the UK to Australia for SSNs.
6. On 26 September 2024, the Australian Deputy Prime Minister and Minister for Defence and the UK Secretary of State for Defence announced the commencement of negotiations of the Agreement to implement the Australia-UK bilateral components of

the Optimal Pathway, including core commitments related to the program and delivery of the trilaterally-developed class of SSN (SSN-AUKUS).

7. The purpose of the Agreement is to establish a legally-binding framework to enable and facilitate comprehensive bilateral cooperation between Australia and the UK for delivering their respective SSN programs, as well as UK SSN port visits and the rotational presence of UK SSNs in Australia under AUKUS Pillar I. The Agreement will support the design, build and delivery of SSN-AUKUS class submarines, and facilitate the cooperation between Australia and the UK across all aspects of production, operation, sustainment, and disposal of SSN-AUKUS vessels, including by developing the necessary personnel, workforce, infrastructure and regulatory systems.
8. The Agreement contributes to Australia's national interest as it is critical to achieving the Optimal Pathway. Submarines are an essential part of Australia's naval capability, providing a strategic advantage in terms of surveillance and protection of our maritime approaches. SSNs, when compared to traditional submarines, maintain superior characteristics of stealth, speed, maneuverability, survivability, and almost limitless endurance. SSNs can operate with a lower risk of detection and deter actions against Australia's interests. As such, Australia's acquisition of SSNs under AUKUS is crucial to uplifting our naval and industrial capability, ensuring we can make a credible contribution to maintaining strategic balance, deterring adversaries, and supporting the rules and norms that have long underpinned security and stability in our region.
9. The Agreement is fundamental to ensuring Australia can deliver a sovereign SSN capability by the early 2040s, elevate our industrial capacity to produce and sustain advanced and interoperable SSNs, and expand both our individual and collective undersea presence in the Indo-Pacific. This reaffirms our commitment to a peaceful, stable, and prosperous Indo-Pacific region and support of the international rules-based order.
10. Upon entry into force, the Agreement will operate alongside the ANNPA, and the bilateral *Agreement between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland for Defence and Security Cooperation* [2024] ATNIF 39, once that agreement also enters into force. The activities under the Agreement will be carried out in accordance with both Parties' existing international and domestic obligations, including nuclear non-proliferation obligations.

Reasons for Australia to take the proposed treaty action

11. The Agreement is critical to achieving the Optimal Pathway for acquiring SSNs for the Royal Australian Navy, as well as enhancing Australia's industrial capability and capacity by developing the personnel, workforce, infrastructure and regulatory systems necessary for Australia to produce, operate, sustain, and steward a sovereign SSN capability.

12. The Agreement builds upon Australia's strong, cooperative and enduring defence partnership with the UK, and makes legally-binding commitments to develop a new class of SSN based on the UK's next generation design, incorporating technology from the UK, Australia, and the US (the SSN-AUKUS).
13. The Agreement reinforces the commitment made by AUKUS leaders to setting the highest non-proliferation standard in Australia's acquisition of SSNs. The Agreement reaffirms Australia's non-proliferation approach and is consistent with Australia's non-proliferation obligations, including under the *Treaty on the Non-Proliferation of Nuclear Weapons* [1973] ATS 3, the *South Pacific Nuclear Free Zone Treaty* [1986] ATS 32 and our safeguards agreements with the International Atomic Energy Agency (IAEA).

Obligations

Scope

14. This Agreement facilitates bilateral cooperation between the Parties in support of AUKUS Pillar I, including delivery of the Parties' respective sovereign AUKUS-SSN programmes, and enabling port visits of UK SSNs, and the UK's participation in a rotational presence of SSNs, in Australia (Article II). The areas of cooperation to achieve these objectives (Article III) are operationalised throughout the Agreement. To ensure effective implementation, the Agreement establishes a bilateral governance framework (Article VII) and requires the Parties to put in place a programme management framework (Article VIII).
15. The Parties are required to communicate information that is reasonably required for the purposes of the Agreement to each other or relevant third persons, and enable and permit relevant third persons to communicate such information with the other Party or other relevant third persons, subject to mutually determined terms and conditions, so long as this does not fall into an exempted category (Article XIII). All classified information communicated under the Agreement must be used, stored, handled and protected in accordance with applicable agreements and arrangements between the Parties, including the ANNPA, and applicable domestic national security laws, regulations and policies (Article XVI.A).
16. The Agreement obligates the Parties to transfer, or enable third persons to transfer, equipment and material and provide services reasonably required for the purposes of the Agreement, subject to mutually determined terms and conditions (Article XIV.A). The Parties are further obligated to enter into arrangements to manage the requirements for such transfer of equipment and material and the provision of services, including putting measures in place to ensure that the Parties coordinate their respective domestic requirements and have an appropriate methodology to determine the circumstances in which transfers will occur directly between the Parties (Article XIV.B).

17. The Agreement provides that the SSN-AUKUS shall have a common design (Article IX.A). The Parties are required to cooperate together, and with the US, in developing the common design by incorporating technologies from all three nations (Article IX.B). The Agreement provides that the UK shall lead the development and approval of the common design, and Australia shall participate in the design development process (Article IX.C). The Parties are required to enter into arrangements to manage the SSN-AUKUS design throughout the lifecycle of the SSN-AUKUS (Article IX.D).
18. The Agreement requires the Parties to enable visits of UK SSNs to Australian ports and the intended rotational presence of a UK SSN at HMAS Stirling, in Western Australia (Articles X.A-B).
19. The Parties are required to enable, conduct or facilitate the exchange of military and civilian personnel between the Parties, between the Parties and relevant third persons, and between relevant persons as well as the assignment of military and civilian personnel to act as the Parties' official representatives within the jurisdiction of the other Party (Article XI.A).
20. All activities under the Agreement must be carried out in accordance with the Parties' respective international nuclear non-proliferation obligations (Article V). More specifically, the Parties are required to ensure that any expenditure under the Agreement is consistent with their respective nuclear non-proliferation obligations (Article XIX.E), and that Australian personnel exchanged or assigned under the Agreement do not assist in the manufacture or acquisition of any nuclear weapons or other nuclear explosive devices (Article XI.B).
21. Further, the Agreement requires the Parties to manage, store, operate, use, transport and dispose of any nuclear equipment or nuclear material transferred or to be transferred under the ANNPA and the Agreement in accordance with their respective domestic and international obligations relating to nuclear safety, security and safeguards (Article VI.A).

Intellectual Property

22. The Agreement obligates the Parties to grant licences, or enable and permit third persons to grant licences, of government-owned intellectual property (IP) rights related to the information, equipment and material and services communicated or transferred pursuant to the Agreement, subject to terms and conditions to be determined between the Parties (Article XVIII.B).
23. The Parties may also enter into arrangements to protect or allocate IP rights arising in connection with the Agreement (Article XVIII.F).

24. The Agreement enables the Parties to enter into non-legally binding arrangements which are necessary to implement certain obligations and commitments made in this Agreement, including through Article XXII(D).

Costs

25. The Agreement provides that any costs incurred by one Party on behalf of the other or on behalf of both, in connection with this Agreement, will be mutually determined in arrangements on a proportionate, justifiable, fair, and mutually transparent basis (Article XIX.A). Any cost recovery in the event of termination will be pursued between the Parties on the same basis (Article XXIII.G). The incurring Party will be responsible for the activities to which the costs relate, and must provide appropriate visibility of the expenditure of costs and the activity associated with the costs (Article XIX.A).
26. The Agreement provides that each Party shall bear its own costs where it is not mutually determined to be allocated or apportioned in arrangements between the Parties (Article XIX.D).
27. The Agreement requires the Parties to ensure that readily identifiable UK and Australian value added taxes, excise and customs duties, similar charges and quantitative restrictions on imports and exports are not imposed in connection to it (Article XXI.A). Should such taxation and other duties be levied, the Parties shall administer them in the manner most favourable to the implementation of the Agreement (Article XXI.B) and shall be borne by the Party that administers them (Article XXI.C).

Claims and Liability

28. The Agreement does not manage liability related to nuclear risks, which are governed under the ANNPA (Article XX.A). The Agreement provides that the receiving party waives all claims for liability on the government-to-government transfer of equipment and material or provision of services (Article XX.B.).
29. To ensure that the providing Party does not assume additional risk or liability, the Agreement requires the Parties to enter into arrangements that provide appropriate reciprocal indemnities, and risk and liability mitigations, in respect of government-to-government transfers of equipment and material and the provision of services (Article XX.D).
30. The Parties are required to indemnify the other in respect of information communicated under the Agreement (Article XX.E).

Disputes

31. The Agreement provides that any differences or disputes arising in the implementation and interpretation of this Agreement shall be resolved through mutual consultations between the Parties without recourse to any other dispute settlement mechanisms (Article XXIII.E).

Implementation

32. Australia's implementation of the Agreement will be led by the Australian Submarine Agency, in consultation with the Department of Defence, the Attorney-General's Department, the Department of Foreign Affairs and Trade, the Department of Finance, the Treasury, the Department of Home Affairs and other relevant Commonwealth entities. For obligations under the Agreement covered by the *Nuclear Non-Proliferation (Safeguards) Act 1987*, the Australian Safeguards and Non-Proliferation Office will be the responsible regulatory authority.
33. Australia's compliance with its relevant obligations under the Agreement will require amendment to the *Customs Tariff Act 1995*, and the making of a determination by the Minister for Defence under the *Taxation Administration Act 1953*. Prior to entry into force of the Agreement, the Australian Submarine Agency will obtain confirmation from the Office of International Law in the Attorney-General's Department that all measures have been taken to ensure Australia's compliance with the Agreement.
34. To ensure that Australia is able to comply with the requirements of Article XXI of the Agreement, which deals with Taxation and Other Duties, the Minister for Defence would need to issue a determination under section 105-120 of Schedule 1 to the *Taxation Administration Act 1953*. Consistent with previous determinations made under this section of this Act, this would enable the refund of Australian taxes incurred by the UK for activities performed under the Agreement. The determination would specify, inter alia, to whom a tax refund is payable; for what goods and services; the period for which and manner by which refunds will be paid; and, if a refund is made, that the Department of Defence will either pay the tax on behalf of the entity or reimburse the entity for tax paid.
35. To further ensure that Australia complies with the requirements of Article XXI of the Agreement, an amendment is required to the *Customs Tariff Act 1995* to specify a 'free' duty concession rate for goods procured by the UK from Australia under the Agreement. This amendment will take the form of a new Schedule 4 item for goods procured for use in activities under the Agreement, similar to the existing item for the Joint Strike Fighter program (Item 58).

36. Treaty implementation, including by the Commonwealth entering into future subordinate instruments under the Agreement, may require the exercise of various powers under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). To that effect, the Australian Submarine Agency will work with the Department of Finance regarding domestic implementation requirements under the PGPA Act which may be necessary to implement the Agreement, including the indemnity provisions imposed by Article XX of the Agreement. Any such arrangements will not need to be in place upon entry into force of the Agreement.
37. The Agreement enables the Parties to enter into non-legally binding arrangements which are necessary to implement certain obligations and commitments made in this Agreement, including through Article XXII(D).

Costs

38. It is not possible to estimate costs that will be incurred in connection with the Agreement at this time. Any costs that may arise in connection with this Agreement will be negotiated in mutually determined arrangements between Australia and the UK on a proportionate, justifiable, fair, and mutually transparent basis (Article XIX).
39. The Office of Impact Analysis has advised the Australian Submarine Agency that an Impact Analysis is not required.

Future treaty action

40. The Agreement provides that amendments may be made as agreed in writing by the Parties, and shall enter into force on the date of the last note in an exchange of diplomatic notes between the Parties providing notification that each Party has completed all domestic requirements for the entry into force of the agreement to amend (Article XXIII.D). For Australia, any such amendment would be a treaty action subject to Australia's domestic treaty-making requirements.

Termination

41. The Agreement shall remain in force until 31 December 2075 (Article XXIII.B), the same date of expiry as the ANNPA. Either Party may terminate the Agreement by giving at least one year's written notice to the other Party (Article XXIII.F). A Party considering a decision to terminate this Agreement is required to consult with the other Party before giving written notice to terminate (Article XXIII.F).
42. In the event a Party terminates the Agreement, the Parties shall consult with a view to managing the consequences on a proportionate, justifiable, fair and mutually transparent basis (Article XXIII.G).

43. The termination or expiration of this Agreement shall not affect rights or obligations related to nuclear non-proliferation, nuclear stewardship, export controls, security of information, responsibility for use, intellectual property rights, arrangements related to costs, liability, and dispute resolution (Article XXIII.H).
44. In the event of termination or expiration of the Agreement, all instruments to implement the Agreement in force or effect between the Parties at that time shall terminate, unless otherwise mutually determined by the Parties in those instruments (Article XXIII.I).

Contact details:

Policy, Strategy and Engagement Division
Program and Policy
Australian Submarine Agency

ATTACHMENT ON CONSULTATION

Nuclear-Powered Submarine Partnership and Collaboration Agreement between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland

(Geelong, 26 July 2025)

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CONSULTATION

Commonwealth Departments

1. The Australian Submarine Agency consulted the Department of the Prime Minister and Cabinet (PM&C), the Treasury, the Department of Finance, the Attorney-General's Department, the Department of Defence, the Department of Foreign Affairs and Trade, the Australian Safeguards and Non-Proliferation Office, the Nuclear Radiation Protection and Nuclear Safety Agency, and the Australian Border Force. No concerns have been identified.

State and Territory Governments

2. State and Territory Governments have been consulted through the Interjurisdictional Working Group meeting, convened by PM&C, and the standing item for "Update on International Treaties". No requests for further information or comments on the proposed Agreement have been received to date from the State and Territory Governments.

Public, Industry and Non-Governmental Consultation

3. No public, industry and non-governmental consultation has been undertaken as the Agreement relates to national security and operational capability matters.



Australian Government

Department of Foreign Affairs and Trade

***Nuclear-powered Submarine Partnership and Collaboration Agreement between the
Government of Australia and the Government of the United Kingdom of Great Britain and
Northern Ireland***

(Geelong, 26 July 2025)

[2025] ATNIA 7

[2025] ATNIF 25

NUCLEAR-POWERED SUBMARINE PARTNERSHIP AND
COLLABORATION AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA
AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

PREAMBLE

The Government of Australia (“Australia”) and the Government of the United Kingdom of Great Britain and Northern Ireland (“United Kingdom”), hereinafter referred to collectively as “Parties” and singularly as “Party”,

Reaffirming the Parties’ shared commitment to a peaceful and stable Indo-Pacific region and support of the international rules-based order;

Acknowledging their strong, cooperative, and enduring defence partnership, as well as their extensive and deep history of security cooperation, most recently articulated in the *Agreement between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland for Defence and Security Cooperation* (“DSCA”) done at Canberra on 21 March 2024;

Recalling the announcement by the leaders of the Parties and the United States of America (“United States”) on 15 September 2021 of AUKUS as an enhanced trilateral security partnership among Australia, the United Kingdom and the United States;

Recognising that the first initiative of AUKUS is a shared ambition to support Australia in acquiring a conventionally armed, nuclear-powered submarine (“SSN”) capability for the Royal Australian Navy at the earliest possible date while setting the highest nuclear non-proliferation standard, through a joint endeavour between the AUKUS partners with a focus on interoperability, commonality, and mutual benefit, which will strengthen their combined military capabilities, boost their collective industrial capacity, and enhance their ability to promote stability and security in the Indo-Pacific and beyond (“AUKUS Pillar I”);

Recalling the announcement by the leaders of the Parties and the United States on 13 March 2023 regarding the optimal pathway for AUKUS Pillar I (“Optimal Pathway”), including the principle that shared action, taken in partnership, can benefit all;

Recognising that the Optimal Pathway sets out the AUKUS partners’ intentions to pursue a phased approach to deliver AUKUS Pillar I, which includes the delivery of a trilaterally developed SSN class based on the United Kingdom’s next generation design and incorporating technology from all three nations, including cutting-edge United States submarine technologies, increased visits and the rotational presence of United Kingdom and United States SSNs to Australia to contribute to regional and global security and stability, and to develop the Australian naval personnel, workforce, infrastructure and regulatory system necessary to establish a sovereign SSN capability, and enhancement of all three nations’ industrial capability to produce and sustain interoperable SSNs;

Recognising their respective obligations under the *Agreement among the Government of Australia, the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America for Cooperation Related to Naval Nuclear Propulsion* (“ANNPA”) done at Washington on 5 August 2024;

Reaffirming their respective obligations under the *Treaty on the Non-Proliferation of Nuclear Weapons* (“NPT”) done at Washington, London, and Moscow on 1 July 1968, as well as Australia’s obligations under the *South Pacific Nuclear Free Zone Treaty* (“Treaty of Rarotonga”) done at Rarotonga on 6 August 1985, and the United Kingdom’s obligations under Protocols 1, 2 and 3 (“Protocols”) to the Treaty of Rarotonga;

Recognising Australia’s obligations under the *Agreement between Australia and the International Atomic Energy Agency for the Application of Safeguards in Connection with the*

Treaty on the Non-Proliferation of Nuclear Weapons (“Australia-IAEA Comprehensive Safeguards Agreement”) done at Vienna on 10 July 1974 and the *Protocol Additional to the Agreement between Australia and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons* (“Additional Protocol”) done at Vienna on 23 September 1997 (“Australia-IAEA Safeguards Agreements”);

Further recognising that Australia has announced its intention to negotiate and conclude with the International Atomic Energy Agency (“IAEA”) an arrangement pursuant to Article 14 of the Australia-IAEA Comprehensive Safeguards Agreement;

Recognising the principles, standards, and quality that have supported the United Kingdom and United States naval nuclear propulsion programmes’ unmatched safety records and that Australia has committed to upholding these same principles and standards to safely steward naval nuclear propulsion technology;

Recognising that the successful delivery of AUKUS Pillar I in accordance with the Optimal Pathway requires comprehensive bilateral cooperation between the United Kingdom and Australia; and

Recognising that the enhancement of the United Kingdom’s and Australia’s infrastructure and industrial capability and capacity which is necessary for the successful delivery of AUKUS Pillar I provides economic benefits to each Party and from which the Parties derive mutual defence and security benefits,

Have agreed as follows:

ARTICLE I

Definitions

For the purposes of this Agreement:

- A. “Article 14 Arrangement” means the arrangement between Australia and the IAEA to be negotiated and concluded pursuant to Article 14 of the Australia-IAEA Comprehensive Safeguards Agreement, and provisions of implementing mechanisms to the Article 14 Arrangement or to the Australia-IAEA Safeguards Agreements that relate to the Article 14 Arrangement or activities carried out pursuant to the ANNPA.
- B. “Equipment and Material” means any instrument, plant, apparatus, machinery, item, system, software, component, tool, test or transport equipment, raw material or substance, including Nuclear Equipment and Nuclear Material, and such other equipment and material as may be mutually determined by the Parties.
- C. “Government Owned IP” means intellectual property owned by a Party or intellectual property owned by a Third Person that is owned or controlled by a Party.
- D. “Nuclear Equipment” means “Equipment” as defined in the ANNPA.
- E. “Nuclear Material” means “Source Material” and “Special Nuclear Material” as defined in the ANNPA or any other material as mutually determined by the Parties.
- F. “Nuclear Risks” means “Nuclear Risks” as defined in the ANNPA.
- G. “Providing Party” means the Party from which Equipment and Material is transferred or to be transferred, services are provided or to be provided, or information is communicated or to be communicated, pursuant to this Agreement.
- H. “Receiving Party” means the Party to which Equipment and Material is transferred or to be transferred, services are provided or to be provided, or information is communicated or to be communicated pursuant to this Agreement.
- I. “SSN-AUKUS” means a trilaterally developed SSN class based on the United Kingdom’s next generation design and incorporating technology from the United Kingdom, Australia and the United States.
- J. “Third Person” means:
 - 1. a State that is not a party to this Agreement; or
 - 2. any individual or entity, including corporations, partnerships, firms, associations, trusts, estates, public or private institutions, groups, government corporations, and employees of the foregoing entities and any legal successor, representative, agent, or agency of the foregoing entities.

ARTICLE II

Purpose

The purpose of this Agreement is to enable and facilitate comprehensive bilateral cooperation between the Parties in support of the successful delivery of AUKUS Pillar I, consistent with

their respective international obligations and commitment to the highest nuclear non-proliferation standard, including to:

- A. support the delivery of the Parties' respective sovereign programmes for the production, operation, sustainment and disposal of SSN-AUKUS vessels, including regulation and through-life capability management;
- B. develop the personnel, workforce, infrastructure and regulatory systems necessary for Australia to produce, operate, sustain and steward a sovereign SSN capability;
- C. enhance and optimise the Parties' combined industrial capability and capacity to produce, sustain and dispose of SSNs, including by building the collective strength and resilience of the Parties' supply chains;
- D. establish and maintain Australia's participation with the United Kingdom in the SSN-AUKUS design programme;
- E. support port visits of United Kingdom SSNs to Australia, and the United Kingdom's participation in a rotational presence of SSNs in Australia, to assist the development of Australian SSN capabilities and to contribute to security in the Indo-Pacific region; and
- F. facilitate research, development and innovation in relation to associated SSN technologies.

ARTICLE III

Areas of Cooperation

In pursuance of Article II of this Agreement, the Parties agree that the areas of cooperation under this Agreement shall include:

- A. establishment and implementation of a bilateral governance framework and a programme management framework;
- B. cooperation on, and through-life management of, the design of the SSN-AUKUS vessels;
- C. communication of information between the Parties, and with and between relevant Third Persons;
- D. the transfer of Equipment and Material, and the provision of services, between the Parties, and with and between relevant Third Persons, including implementation of the transfer from the United Kingdom to Australia of Nuclear Equipment and Nuclear Material relating to SSNs in accordance with the ANNPA;
- E. facilitating the procurement and delivery of industry support to the Parties' respective sovereign SSN-AUKUS programmes;
- F. supporting the enhancement and optimisation of the Parties' collective and respective industrial capability and capacity to produce, sustain and dispose of their respective SSNs;
- G. allocation of costs between the Parties, including any proportionate financial contributions to be made by one Party to the other;

H. enacting, enabling and facilitating the exchange of personnel between the Parties, and with and between relevant Third Persons, and the assignment of official representatives by each Party within the jurisdiction of the other Party;

I. supporting port visits and the rotational presence in Australia of United Kingdom SSNs; and

J. other cooperative activities as they mutually determine to be appropriate pursuant to Article II of this Agreement.

ARTICLE IV

Sovereignty

A. Recognising the sovereignty of each Party, each Party is responsible for:

1. its respective sovereign programme for the production, operation, sustainment and disposal of SSN-AUKUS vessels, including regulation and through-life capability management; and
2. making decisions on the use and operation of its sovereign SSNs and associated operational capabilities.

B. The Parties shall carry out activities under this Agreement in accordance with Article 5 of the DSCA, including in connection with Articles X and XI of this Agreement, and may enter into arrangements to determine the appropriate application of Article 5 of the DSCA to those activities.

ARTICLE V

Nuclear Non-proliferation

A. The Parties shall carry out activities under this Agreement in accordance with their respective international nuclear non-proliferation obligations, including under the NPT and the Treaty of Rarotonga and its Protocols.

B. The Parties shall carry out activities under this Agreement in accordance with their respective obligations under the ANNPA, in particular Articles VI and VII therein, including with respect to the application of the Australia-IAEA Comprehensive Safeguards Agreement and Additional Protocol and, as applicable, the Article 14 Arrangement.

ARTICLE VI

Nuclear Stewardship

A. The Parties shall manage, store, operate, use, transport and dispose of any Nuclear Equipment or Nuclear Material transferred or to be transferred under the ANNPA and this Agreement in accordance with their respective domestic and international obligations relating to nuclear safety, security and safeguards.

B. Australia shall enhance and maintain its capability to carry out responsibly the activities provided for in Paragraph A of this Article to produce, operate and sustain a sovereign fleet of SSNs.

C. The United Kingdom shall, as mutually determined by the Parties and in accordance with this Agreement, support Australia to develop its capability as described in Paragraph B of this Article.

D. Subject to and in fulfilment of their respective domestic and international obligations, the Parties shall facilitate cooperation between their respective regulatory authorities in accordance with this Agreement.

E. In accordance with Australia's domestic legal obligations, Australia shall not receive, manage, store or dispose of any spent nuclear fuel from United Kingdom SSNs.

ARTICLE VII

Governance

A. The Parties shall establish a bilateral governance framework for the effective implementation of this Agreement that:

1. provides appropriate oversight of the activities under this Agreement;
2. is consistent with other relevant governance frameworks between the Parties; and
3. includes appropriate measures to facilitate transparency and communication between the Parties.

B. The United Kingdom's Secretary of State for Defence and Australia's Minister for Defence, or their representatives, shall meet on a mutually determined basis to review and discuss the management and implementation of this Agreement.

C. Each Party shall appoint a senior official with responsibility and authority for the management of the activities of that Party under this Agreement ("Senior Official"), including as specified in Paragraph E of this Article.

D. The Senior Officials shall meet regularly, not less than twice yearly, and shall report regularly, not less than annually, to the Parties' representatives referred to in Paragraph B of this Article.

E. Each Party shall authorise its Senior Official to:

1. oversee, coordinate and monitor the planning and implementation of activities under this Agreement and the strategic direction of this Agreement;
2. conduct the decennial review of this Agreement as prescribed by Article XXIII of this Agreement;
3. seek to resolve differences or disputes that may arise in the implementation or interpretation of this Agreement in accordance with Article XXIII of this Agreement;
4. subject to respective applicable national laws, regulations, and policies and unless otherwise mutually determined by the Parties, establish or amend arrangements to implement this Agreement;

5. establish additional governance structures mutually determined by the Senior Officials to be necessary to assist in the performance of the Senior Officials' responsibilities; and
6. designate other officials to act on the Senior Official's behalf.

ARTICLE VIII

Programme Management

- A. The Parties shall establish a programme management framework in respect of the activities under this Agreement and relevant arrangements to implement this Agreement that:
1. is consistent with the governance framework established pursuant to Article VII of this Agreement; and
 2. enables cooperation and coordination between each Party's respective activities, including the Parties' respective sovereign SSN-AUKUS programmes.
- B. The Parties shall enter into arrangements to implement the programme management framework agreed to be established pursuant to Paragraph A of this Article.
- C. The Parties acknowledge that to achieve their obligations and commitments pursuant to this Agreement it will be necessary for each Party to maintain and put in place related organisational, programmatic and contractual arrangements that are consistent with those obligations and commitments.

ARTICLE IX

SSN-AUKUS Design

- A. The SSN-AUKUS vessels for the United Kingdom and Australia shall have a common design.
- B. The Parties shall cooperate together and with the United States in the development of the common SSN-AUKUS design, incorporating technologies from all three nations.
- C. The United Kingdom shall lead the development of and approve the common SSN-AUKUS design, and Australia shall participate in the design development process, in accordance with the arrangements entered into pursuant to Paragraph D of this Article.
- D. The Parties shall enter into arrangements for the management of the SSN-AUKUS design throughout the lifecycle of SSN-AUKUS.

ARTICLE X

Port Visits and Rotational Presence of United Kingdom SSNs

The Parties shall, by entering into arrangements or by applying existing agreements and arrangements between and among the Parties, and in accordance with relevant domestic and international obligations, enable:

- A. visits of United Kingdom SSNs to Australian ports; and

B. the intended rotational presence of a United Kingdom SSN at HMAS Stirling in Western Australia.

ARTICLE XI

Exchange and Assignment of Personnel

A. The Parties shall, by entering into arrangements or by applying existing agreements and arrangements between the Parties, conduct, enable or facilitate:

1. the exchange of military and civilian personnel between the Parties, between the Parties and relevant Third Persons, and between relevant Third Persons; and
2. the assignment by each Party of military and civilian personnel to act as its official representatives within the jurisdiction of the other Party,

as the Parties mutually determine to be reasonably required for the purposes of this Agreement.

B. The Parties shall:

1. ensure that Australian personnel exchanged or assigned pursuant to Paragraph A of this Article do not assist in the manufacture or acquisition of any nuclear weapons or other nuclear explosive devices; and
2. for the purpose of subparagraph B.1 of this Article, apply existing arrangements or enter into new appropriate arrangements if required, including with respect to preventing the exposure of Australian personnel to information relating to the manufacture or acquisition of any nuclear weapons or other nuclear explosive devices.

ARTICLE XII

Submarine Industrial Base Capability and Capacity

A. Unless otherwise mutually determined by the Parties, each Party is responsible for the management of any enhancement and optimisation of its respective domestic industrial capability and capacity to produce, sustain and dispose of SSNs.

B. Subject to Paragraph A of this Article, the Parties shall cooperate as they mutually determine to be appropriate to support the enhancement and optimisation of their collective and respective industrial capability and capacity to produce, sustain and dispose of their respective SSNs.

C. Cooperation to be undertaken by the Parties pursuant to Paragraph B of this Article may include:

1. acquiring, developing, upgrading and adapting industrial facilities and infrastructure;
2. growing and developing industrial workforces through the recruitment and retention of personnel and education, training and skills programmes;
3. acquiring, developing, upgrading and adapting industrial machinery, equipment and tools;
4. building strength and resilience in the Parties' collective and respective supply chains;

5. identifying and supporting opportunities for each Party's industry to participate in the SSN supply chains of the other; and
 6. sharing and allocating related costs between the Parties in accordance with Article XIX of this Agreement.
- D. The Parties shall enter into arrangements in respect of any activities mutually determined to be carried out pursuant to Paragraph B of this Article.
- E. Recognising their intention to support and enhance the collective capability of the SSN enterprises of both Parties, the Parties shall work together to develop and maintain their respective skills, expertise and capacity in a way that mitigates the risk of adversely affecting the skills, expertise and capacity of the other Party's national capability.

ARTICLE XIII

Communication of Information

- A. Subject to Paragraphs B and C of this Article and to terms and conditions to be mutually determined by the Parties in accordance with this Agreement, each Party shall:
1. communicate to the other Party or relevant Third Persons such information; and
 2. enable and permit relevant Third Persons to communicate to the other Party or relevant Third Persons such information,
- as the Parties mutually determine to be reasonably required for the purposes of this Agreement.
- B. Neither Party shall be required to communicate information which:
1. is not within that Party's control to communicate;
 2. cannot be communicated in compliance with that Party's domestic laws, policies, and international obligations; or
 3. if communicated would cause that Party to breach a Third Person's intellectual property rights or contractual rights in respect of the use or disclosure of information.
- C. Neither Party shall be required to enable and permit the communication of information which:
1. is not within that Party's control to enable and permit the communication of;
 2. cannot be communicated in compliance with that Party's domestic laws, policies, and international obligations; or
 3. if communicated would cause that Party to breach a Third Person's intellectual property rights or contractual rights in respect of the use or disclosure of information.
- D. Where the circumstances in Paragraphs B or C of this Article prevent the communication of information for which the Parties have determined there is a reasonable requirement pursuant to Paragraph A of this Article, the Parties shall cooperate to identify any appropriate and available alternative solutions to meet that requirement.
- E. The Parties shall enter into such arrangements as are mutually determined by the Parties to be necessary to implement this Article.

ARTICLE XIV

Transfer of Equipment and Material and Provision of Services

A. Subject to terms and conditions to be mutually determined by the Parties in accordance with this Agreement, each Party shall:

1. transfer such Equipment and Material, and provide such services, to the other Party or relevant Third Persons; and
2. enable and permit relevant Third Persons to transfer such Equipment and Material, and to provide such services, to the other Party or relevant Third Persons,

as the Parties mutually determine to be reasonably required for the purposes of this Agreement.

B. The Parties shall enter into arrangements to manage requirements for the transfer of Equipment and Material and the provision of services pursuant to Paragraph A of this Article, which shall include:

1. measures to ensure that requirements for Equipment and Material and services placed by or on behalf of one Party on the submarine industrial base of the other Party are coordinated with the domestic requirements of that other Party;
2. subject to subparagraph B.3 of this Article, a methodology by which the Parties shall mutually determine whether particular Equipment and Material shall be transferred, or particular services shall be provided, pursuant to Paragraph A of this Article, directly between the Parties; and
3. circumstances in which a Party may require that Equipment and Material or services to be procured from a Third Person within its submarine industrial base for the purposes of the SSN-AUKUS programme of the other Party are transferred or provided directly between the Parties on a government-to-government basis, including to minimise potential adverse impacts to its sovereign submarine programmes.

ARTICLE XV

Export Controls

A. The Parties acknowledge that any information communicated, Equipment and Material transferred, or services provided, by either Party under this Agreement which is subject to an applicable export licence, permit or authorisation will remain subject to that export licence, permit or authorisation, and nothing in this Agreement alters the operation of, or obligations or commitments contained within, such licences, permits or authorisations.

B. Where a new, or a variation to an existing, export licence, permit or authorisation is required, or would be required but for the use of an applicable exemption or exception, for the purposes of any communication of information, transfer of Equipment and Material or provision of services contemplated by this Agreement:

1. the Parties shall where necessary consult with each other as to the actions to be taken by either Party or any relevant Third Person, including in relation to the application for any necessary export licence, permit or authorisation, the use of any applicable

exemption or exception, or the provision of any assistance by either Party to the other Party or any relevant Third Person; and

2. each Party shall provide such support to the other Party or any relevant Third Person as may be reasonably required, in a timely manner, in connection with any required application.
- C. Nothing in this Agreement alters or avoids the Parties' respective obligations to comply with any applicable United Kingdom, Australian or foreign export control requirements.

ARTICLE XVI

Security of Information

A. The Parties shall use, store, handle, transmit and protect all classified information that is comprised in information communicated to the other Party, Equipment and Material transferred to the other Party, and services provided to the other Party under this Agreement in accordance with:

1. applicable agreements and arrangements between the Parties, including the ANNPA and the Arrangement between the Department of Defence of Australia and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning the Protection of Defence Classified Information which came into effect on 9 November 2018, and their successor agreements or arrangements, as applicable; and
2. the Parties' applicable domestic national security laws, regulations and policies.

B. The Parties shall enter into such arrangements between them as are mutually determined to be reasonably required in relation to security and control of information, Equipment and Material and services.

ARTICLE XVII

Use of Information, Equipment and Material and Services

A. Unless otherwise mutually determined by the Parties:

1. each Party shall be responsible for the use of any information, Equipment and Material or services it receives under this Agreement; and
2. neither Party warrants the accuracy or completeness of such information, or the suitability or completeness of such information, Equipment and Material or services for any particular use or application.

B. Subparagraph A.2 of this Article does not:

1. affect any warranties that may be provided by a Third Person in relation to any information, Equipment and Material or services; or
2. prevent a Party from exercising a warranty provided by a Third Person in relation to any information, Equipment and Material or services, either for that Party's own benefit or for the benefit of the other Party.

C. The use of information, Nuclear Equipment and Nuclear Material communicated, exchanged or transferred pursuant to the ANNPA shall be governed by that Agreement.

D. Unless otherwise mutually determined by the Parties, information, Equipment and Material and services, communicated, transferred or provided pursuant to this Agreement not governed by the ANNPA shall only be used by the Parties and relevant Third Persons for the purposes of this Agreement.

E. The programme management framework to be established pursuant to Paragraph A of Article VIII shall include appropriate measures to manage issues arising in respect of the accuracy, suitability or completeness of information, Equipment and Material and services, communicated, transferred or provided pursuant to this Agreement.

ARTICLE XVIII

Intellectual Property

A. Intellectual property rights related to information, Nuclear Material, or Nuclear Equipment that has been communicated, exchanged, or transferred pursuant to the ANNPA shall be allocated and governed by that agreement.

B. Subject to terms and conditions to be mutually determined by the Parties in accordance with this Agreement, each Party shall:

1. grant a licence or licences of Government Owned IP to the other Party or relevant Third Persons; or
2. enable and permit relevant Third Persons to grant a licence or licences of Government Owned IP to the other Party or relevant Third Persons,

to use the subject matter covered by such Government Owned IP incorporated into any information communicated, Equipment and Material transferred, or services provided pursuant to this Agreement.

C. Where the Parties have mutually determined:

1. pursuant to Article XIII of this Agreement that there is a reasonable requirement for a Party to communicate, or to enable and permit the communication of, information; or
2. pursuant to Article XIV of this Agreement that there is a reasonable requirement for a Party to transfer or provide, or enable and permit the transfer or provision of, Equipment and Material or services,

and such information, Equipment and Material or services incorporates intellectual property owned by a Third Person, the Parties shall mutually determine the appropriate measures to be taken by each Party to enable and permit any necessary licence or licences of such intellectual property and each Party shall, to the fullest extent possible, take actions as may be reasonably required to give effect to such measures.

D. Unless otherwise mutually determined by the Parties, nothing in this Agreement shall result in the transfer of ownership of any intellectual property, and each Party shall own the intellectual property that it creates in carrying out activities pursuant to this Agreement and any arrangements.

E. To the extent reasonably practicable, the Parties shall, prior to the creation of any intellectual property that is jointly developed under this Agreement, mutually determine how ownership of such intellectual property is to be allocated.

F. The Parties may enter into arrangements for the purposes of protecting or allocating intellectual property rights arising in connection with this Agreement, provided that those arrangements are consistent with this Article.

ARTICLE XIX

Costs

A. Where the Parties mutually determine that it is necessary for one Party to incur costs (“Incurring Party”) on behalf of the other Party (“Reimbursing Party”) or on behalf of both Parties in connection with this Agreement, the Parties shall mutually determine arrangements that:

1. allocate or apportion costs between the Parties on a proportionate, justifiable, fair and mutually transparent basis;
2. unless otherwise mutually determined by the Parties, recognise that the Incurring Party shall be responsible for the management of the activities to which the costs relate;
3. include measures to apportion and recover costs on a proportionate, justifiable, fair and mutually transparent basis in the event of termination of this Agreement or arrangements entered into pursuant to this Agreement; and
4. provide appropriate visibility of the expenditure of the costs and the progress of the activity associated with the costs.

B. Subject to Article XX, the Reimbursing Party shall be responsible for the costs only to the extent determined in those arrangements.

C. The arrangements mutually determined by the Parties in accordance with Paragraph A of this Article may include proportionate financial contributions by either Party to the enhancement or optimisation of the other Party's SSN-AUKUS industrial capability and capacity, including having regard to:

1. the requirements of the contributing Party's sovereign SSN-AUKUS programme and industrial base;
2. the need to build the collective strength and resilience of the Parties' supply chains; and
3. each Party's legislative and policy requirements.

D. Each Party shall bear its own costs arising in connection with this Agreement that are not mutually determined to be allocated or apportioned in accordance with Paragraphs A and B of this Article.

E. In accordance with Paragraph A of Article V, the Parties shall each ensure that any expenditure by the Parties under this Agreement is consistent with their respective international nuclear non-proliferation obligations, including Australia's obligation not to take any action to assist or encourage the manufacture or acquisition of nuclear weapons or other nuclear explosive devices, and the United Kingdom's obligation not to contribute to any act of Australia which constitutes a violation of that obligation.

F. Australia may make payments of appropriated funds for the purpose of implementing its obligations under this Agreement.

ARTICLE XX

Liability

A. The allocation of any liability, loss, costs, damage or injury that arises out of, or relates to, or results from, Nuclear Risks, as defined in the ANNPA, shall be governed by that agreement.

B. The Receiving Party waives all claims against the Providing Party for any liability, loss, costs, damage or injury incurred by the Receiving Party (either directly or by virtue of any claim by a Third Person against the Receiving Party) arising out of, related to, or resulting from activities that are materially connected to the transfer of Equipment and Material or the provision of services to the Receiving Party on a government-to-government basis (including the design, manufacture, assembly, transfer or use of any Equipment and Material transferred or to be transferred, and any services provided or to be provided, on a government-to-government basis), pursuant to Article XIV of this Agreement.

C. Notwithstanding Paragraph B of this Article, nothing in this Agreement:

1. waives any rights that the Receiving Party may have to make a claim against a Third Person; or
2. affects the Providing Party's ability to exercise applicable rights and remedies against a Third Person for the benefit of the Receiving Party.

D. The Parties shall ensure that the Providing Party does not assume additional risk or liability arising out of, related to, or resulting from activities that are materially connected to the transfer of Equipment and Material, or the provision of services, on a government-to-government basis by entering into arrangements that:

1. provide appropriate indemnities; and
2. set out appropriate measures to enable risk and liability to be mitigated and managed effectively and consistently with this Agreement and any arrangements entered into pursuant to this Agreement.

E. The Receiving Party shall indemnify the Providing Party against any liability, loss, costs, damage or injury incurred by the Providing Party (either directly or by virtue of any claim by a Third Person against the Receiving Party) arising out of, related to, or resulting from any use or disclosure by the Receiving Party or its suppliers of information owned by the Providing Party or a Third Person which is provided by the Providing Party to the Receiving Party under this Agreement, where such use or disclosure is in breach of the Receiving Party's commitments in this Agreement or any other arrangements entered into pursuant to this Agreement.

F. The indemnity in Paragraph E of this Article shall not apply to the extent that the Providing Party has received payment in respect of the same liability, loss, costs, damage or injury from a Third Person.

ARTICLE XXI

Taxation and Other Duties

- A. The Parties shall ensure that readily identifiable United Kingdom and Australian value added taxes, excise and customs duties, similar charges and quantitative restrictions on imports and exports are not imposed in connection with this Agreement.
- B. If value added taxes, excise and customs duties, similar charges or quantitative restrictions on imports or exports are levied in connection with this Agreement, the Parties shall administer their respective taxes, duties, charges or quantitative restrictions in the manner most favourable to the implementation of this Agreement.
- C. If a Party's value added taxes, excise and customs duties, similar charges or quantitative restrictions on imports or exports are levied in connection with this Agreement, they shall be borne by the Party that levies those taxes, duties, charges or quantitative restrictions.

ARTICLE XXII

Other Agreements and Arrangements

- A. In the event of any conflict between this Agreement and the ANNPA, the ANNPA shall prevail.
- B. This Agreement shall not affect the Parties' rights and obligations under any other agreement in force at the time of entry into force of this Agreement.
- C. If either Party identifies an inconsistency between this Agreement and such other agreement, the Parties shall consult to resolve the inconsistency upon request by either Party.
- D. The Parties may enter into arrangements to implement this Agreement. Such arrangements shall be consistent with the terms of this Agreement, and this Agreement shall prevail to the extent of any inconsistency.

ARTICLE XXIII

Final Provisions

- A. This Agreement shall enter into force on the date of the last note in an exchange of diplomatic notes between the Parties providing notification that each Party has completed all domestic requirements for the entry into force of this Agreement.
- B. Subject to Paragraph F of this Article, this Agreement shall remain in force until 31 December 2075.
- C. The Parties shall review this Agreement on a decennial basis, with the first review commencing ten years after the entry into force of this Agreement. The reviews shall include consideration of whether any amendments to this Agreement and its arrangements are necessary to continue to meet the object and purpose of this Agreement.
- D. Amendments to this Agreement may be made as mutually agreed in writing by the Parties and shall enter into force on the date of the last note in an exchange of diplomatic notes between the Parties providing notification that each Party has completed all domestic requirements for the entry into force of the agreement to amend.

E. The Parties shall resolve any differences or disputes arising in the implementation or interpretation of this Agreement through mutual consultations without recourse to any other dispute settlement mechanisms.

F. Either Party may, by giving at least one year's written notice to the other Party, terminate this Agreement. A Party considering a decision to terminate this Agreement shall consult with the other Party before giving written notice to do so.

G. In the event that a Party provides notice to terminate this Agreement in accordance with Paragraph F of this Article, the Parties shall consult with a view to manage the consequences of termination on a proportionate, justifiable, fair and mutually transparent basis.

H. Termination or expiration of this Agreement shall not affect rights or obligations under the following Articles of this Agreement:

1. Article V;
2. Paragraph A of Article VI;
3. Paragraphs A and C of Article XV;
4. Paragraph A of Article XVI;
5. Paragraph A of Article XVII;
6. Article XVIII;
7. Paragraphs B and E of Article XIX;
8. Article XX; and
9. Paragraph E of this Article.

I. Upon termination or expiration of this Agreement, all instruments to implement this Agreement in force or effect between the Parties at that time shall terminate, unless otherwise mutually determined by the Parties in those instruments.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement.

DONE at _____, this _____ day of _____, 2025, in two originals.

For the Government of Australia:

**For the Government of the United
Kingdom of Great Britain and Northern
Ireland:**