

**AGREEMENT BETWEEN THE GOVERNMENT OF
AUSTRALIA AND THE GOVERNMENT OF PAPUA NEW
GUINEA ON A FRAMEWORK FOR CLOSER SECURITY
RELATIONS**

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The Government of Australia (“Australia”) and the Government of Papua New Guinea (“Papua New Guinea”), referred to individually as a “Party”, and collectively as “the Parties”,

RECOGNISING the Parties’ sovereignty, territorial integrity, respect for laws, and political independence;

RECOGNISING the Parties’ enduring interest in the stability, security, prosperity and resilience of each other;

RECOGNISING that as near neighbours, and close partners sharing democratic values, they have a mutual strategic interest in a safe, stable, peaceful and prosperous Pacific region;

RECOGNISING that traditional and non-traditional security challenges such as climate change and cyber security, are affecting the Parties’ strategic security environment;

RECOGNISING that because their security interests are shared, including by virtue of geographic proximity, decisions taken by one country affect the security of the other;

RECOGNISING that peace and security are significant contributors to economic development, for which collaboration and partnership is required to enhance capacities;

ACKNOWLEDGING the long-standing and enduring relationship between the Parties and Australia’s role as Papua New Guinea’s partner in security, and development cooperation;

COMMITTED to working together to respond to current and emerging security challenges by maintaining and enhancing bilateral cooperation and their security partnership, in accordance with their respective Constitutions and national laws;

REAFFIRMING their respective obligations and commitments under international law;

HAVE AGREED as follows;

ARTICLE 1 PRINCIPLES

The Parties shall implement this Agreement consistent with the following principles:

- (a) support for equal partnership and mutual benefit;
- (b) mutual respect and support for the sovereignty, territorial integrity, political independence and non-interference in the internal affairs of each other;
- (c) recognition that their respective national interests are served by a strong and enduring bilateral partnership and coordination with other trusted security partners;
- (d) recognition of the strategic importance of Papua New Guinea's stability and its effect on the region, and the need to enhance and maintain Papua New Guinea's strategic capabilities to contribute to internal, bilateral and regional security;
- (e) the value of Australia's and Papua New Guinea's contribution to regional security; and
- (f) commitment to transparency, consistent with the Parties' treaty practices and national laws.

ARTICLE 2 OBJECTIVE

This Agreement provides a framework for:

- (a) deepening and expanding bilateral cooperation between the Parties across a range of traditional and non-traditional security priorities of mutual interest;
- (b) enhancing capabilities, building capacity, building and improving security infrastructure, addressing gaps, and reducing limitations to effective actions;
- (c) deepening the security partnership between the Parties to improve and protect each Party's sovereignty; and
- (d) contributing to Pacific-led regional security and stability.

ARTICLE 3
MUTUAL SECURITY COOPERATION

- (1) The Parties commit to maintain and strengthen their cooperation on common security interests, including in relation to, but not limited to:
 - (a) defence;
 - (b) police;
 - (c) law and justice sector;
 - (d) national security;
 - (e) border, maritime and aviation security;
 - (f) critical infrastructure;
 - (g) cyber security;
 - (h) humanitarian assistance and disaster relief;
 - (i) climate change and the environment;
 - (j) violence against women and children;
 - (k) health security;
 - (l) biosecurity;
 - (m) information and assessment exchange; and
 - (n) cooperation on regional and United Nations-authorized police and peacekeeping operations.
- (2) The Parties may enter into subsidiary agreements or arrangements for any mutual security cooperation or assistance.
- (3) In cooperating in accordance with this Article, the Parties shall prioritise consultations with each other, and engage regularly, on Papua New Guinea's security needs, including on obtaining security-related equipment, capacity building, infrastructure, advice, training, or logistics support, or other needs as mutually determined between the Parties.

- (4) Where the Parties have mutually determined that mutual security cooperation requires the presence of one Party's personnel in the territory of the other Party, the status of those personnel shall be governed by Article 4 of this Agreement.

ARTICLE 4 STATUS

The presence of one Party's personnel in the territory of the other Party deployed to conduct mutual security cooperation shall be governed as applicable:

- (a) by the *Agreement between Australia and Papua New Guinea regarding the Status of Forces of Each State in the Territory of the other State*, signed on 26 January 1977; or
- (b) any other applicable agreements or arrangements between the Parties in accordance with law.

ARTICLE 5 SECURITY CONSULTATION

- (1) In maintaining and strengthening cooperation on common security interests under Article 3, a Party shall, at the request of the other Party, share in accordance with their domestic and international commitments, information regarding key security-related developments that is likely to affect the requesting Party.
- (2) In the event of a security-related development that threatens the sovereignty, peace or stability of either Party, or the Pacific region, the Parties shall consult at the request of either Party and consider whether any measures should be taken in relation to the threat.
- (3) In the event of an external armed attack on either Party, the Parties shall consult for the purpose of deciding what measures should be taken, jointly or separately, in relation to the attack.

ARTICLE 6 SECURITY ASSISTANCE

A Party may request assistance from the other Party on a security-related matter or threat affecting its sovereignty, peace or stability. In cooperating to provide security assistance,

the Parties shall use their best endeavours to respond, and shall coordinate on matters relating to:

- (a) capacity to respond; and
- (b) the involvement and contribution of third parties.

ARTICLE 7 OTHER AGREEMENTS OR ARRANGEMENTS

- (1) The Parties may review existing agreements or arrangements in accordance with any review provisions contained in them or by mutual agreement in order to advance the purposes of this Agreement.
- (2) The Parties may enter into subsidiary agreements or apply implementing arrangements, including to implement the provisions of this Agreement.
- (3) Each Party shall, in accordance with its Constitution, ensure that the status of the other Party's personnel conducting mutual security cooperation or security assistance in its territory under this Agreement is no less favourable than would be afforded to personnel from other countries carrying out similar functions under current or future agreements or arrangements.

ARTICLE 8 PROTECTION OF INFORMATION

- (1) The Parties shall process, use, store, handle and protect any Classified Information provided or generated pursuant to this Agreement in accordance with:
 - (a) their respective laws, regulations and policies;
 - (b) any security of information agreements or arrangements between them, as may be concluded from time to time; and
 - (c) where no such agreements or arrangements are in place, paragraph 2 of this Article shall apply.

- (2) Where either Party decides on a case-by-case basis, and in accordance with its release procedures, to release Classified Information to the other Party:
 - (a) the providing Party shall only transfer the Classified Information through government-to-government channels, with the level of classification, country of origin and conditions of release marked;
 - (b) the receiving Party shall comply with any release conditions from the providing Party, including caveats and handling requirements;
 - (c) the receiving Party shall only use the Classified Information for the purposes it is provided, and not reclassify any information;
 - (d) the receiving Party shall only grant access to the Classified Information to persons who need such information to discharge their official duties under this Agreement and who have the required security clearance or have otherwise been duly authorised by virtue of their functions;
 - (e) the receiving Party shall not transfer, disclose or release the Classified Information to a Third Party without prior written consent of the providing Party, and protect against unauthorised disclosure;
 - (f) the receiving Party shall immediately report any suspected or actual loss or compromise of Classified Information to the providing Party;
 - (g) the receiving Party shall return or confirm the destruction of the Classified Information where there is no longer a need to hold it or upon request of the providing Party; and
 - (h) the Parties shall mutually determine in writing any other measures necessary to protect the Classified Information.
- (3) In relation to any Unclassified Information or Sensitive Information provided or generated pursuant to this Agreement, the receiving Party shall comply with any limitations on use, disclosure, release or access that may be specified by the providing Party.
- (4) For the purposes of this Article:
 - (a) "Classified Information" means any information or material, regardless of form, which is subject to a national security classification assigned by either Party, and the unauthorised disclosure of which could cause varying degrees of damage or harm to the interests of either Party;

- (b) "Sensitive Information" means any information or material, regardless of form, which is subject to a protective marking assigned by a Party, and the disclosure of which may be limited or prohibited by the Parties' respective laws, regulations or policies, or which otherwise requires special handling but does not warrant a national security classification;
- (c) "Third Party" means any other person or entity that is not a Party to the Agreement;
- (d) "Unclassified Information" means any information or material, regardless of form, which is not Classified Information or Sensitive Information.

ARTICLE 9 SETTLEMENT OF DISPUTES

Any dispute arising under this Agreement with respect to its interpretation, application or implementation shall be settled by consultation or negotiation between the Parties, and shall not be referred to any national or international tribunal or court or any other third party for resolution.

ARTICLE 10 AMENDMENTS AND REVIEW

- (1) This Agreement may be amended in writing by mutual consent of the Parties. Any amendment to this Agreement shall come into force on the date of the later notification by either Party of the completion of their respective requirements for entry into force of the relevant amendment.
- (2) The Parties may review this Agreement at any time as mutually determined.

ARTICLE 11 ENTRY INTO FORCE AND TERMINATION

- (1) This Agreement shall enter into force on the date of receipt of the last notification by which the Parties notify each other in writing, through an exchange of diplomatic notes, that their respective requirements for the entry into force of this Agreement have been completed.
- (2) This Agreement shall continue in force, unless it is terminated in accordance with this Article.

- (3) Either Party may terminate this Agreement by providing written notice to the other Party. Such termination shall become effective six months following the date on which the other Party receives the written notice of termination.
- (4) Alternatively, the Parties may agree in writing to terminate this Agreement at any time. Such termination shall become effective on the date agreed by the Parties.
- (5) Notwithstanding any termination of this Agreement in accordance with this Article, any outstanding liabilities, rights or obligations arising out of Article 8 (Protection of Information) and 9 (Settlement of Disputes) of this Agreement shall remain binding upon the Parties until satisfied, unless otherwise mutually determined in writing by the Parties.
- (6) All security sector arrangements in place at the time of entry into force remain in effect notwithstanding any termination of this Agreement.

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

DONE at Canberra this 7th day of December, two thousand and twenty-three, in duplicate.

**FOR THE GOVERNMENT OF
AUSTRALIA**

**FOR THE GOVERNMENT OF PAPUA
NEW GUINEA**