

**AGREEMENT BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE REPUBLIC OF VANUATU
CONCERNING
CLOSER SECURITY RELATIONS**

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The Government of Australia (“Australia”) and the Government of the Republic of Vanuatu (“Vanuatu”) (together, “the Parties”):

COMMITTED to maintaining and strengthening their long-standing, close and friendly relations;

REAFFIRMING the Biketawa Declaration of 28 October 2000 and the Boe Declaration on Regional Security of 5 September 2018, and the broad concept of security expressed in them;

RECOGNISING that challenges to the security of one Party can affect the security of the other Party due to their proximity and close bilateral ties;

DESIRING to strengthen cooperation on matters of mutual interest, to promote regional stability and security and to uphold the rules-based international order;

REAFFIRMING the Parties’ respective obligations and commitments under international law, including under the Charter of the United Nations;

HAVE AGREED as follows:

Article 1

Purpose and Principles

(1) The purpose of this Agreement is to establish a framework for deepening and expanding friendship, cooperation and assistance between the Parties in relation to their common security interests.

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

- (a) mutual respect and support for the sovereignty, territorial integrity, political independence and non-interference in the internal affairs of each other;
- (b) support for equal partnership and mutual benefit;
- (c) commitment to transparency and open dialogue between the Parties, and coordination with other security partners and regional partnerships; and
- (d) prioritisation of efficient and effective security cooperation that enhances capabilities, addresses gaps and reduces limitations to effective action.

Article 2

Mutual Security Activities

(1) The Parties commit to continue and strengthen their cooperation on common security interests, including in relation to:

- (a) humanitarian assistance and disaster relief;
- (b) police, law enforcement and justice cooperation;
- (c) defence cooperation;
- (d) border security;
- (e) human security;
- (f) environment and resource security;
- (g) biosecurity;
- (h) cyber security;
- (i) maritime safety and security;
- (j) aviation safety and security; and
- (k) information and assessment exchange.

(2) For the purposes of paragraph 1 of this Article, the Parties shall undertake the type of mutual security activities outlined in Annex 1 of this Agreement and any other mutual security activity as mutually determined in writing by the Parties.

(3) The Parties shall mutually determine in writing the purpose, nature and scope of any such mutual security activity from time to time, including through implementing arrangements where necessary.

(4) Where the Parties have mutually determined that a mutual security activity requires the presence of Australian Defence Force, Australian Federal Police or Australian Border Force personnel in Vanuatu, the Parties shall facilitate such a presence in accordance with Annex 2 of this Agreement.

(5) Where the Parties have mutually determined that a mutual security activity requires the presence of Vanuatu police personnel in Australia, the Parties shall consult on the appropriate arrangements to facilitate such a presence.

Article 3

Security Dialogue

- (1) In recognition of the Parties' close friendship and Australia's role as Vanuatu's principal security partner, the Parties shall consult with each other on major actions, threats and challenges relevant to:
 - (a) mutual security activities described under Article 2 (Mutual Security Activities) of this Agreement; and
 - (b) other common security interests as decided by the Parties from time to time through the Joint Security Dialogue established under paragraph 2 of this Article.
- (2) The Parties shall convene a senior Joint Security Dialogue once a year, or at any other time at the request of either Party, to:
 - (a) consult on the matters referred to in paragraph 1 of this Article; and
 - (b) review and give direction to the implementation of this Agreement.

Article 4

Security Assistance

- (1) At the written request of Vanuatu, and subject to Australia's acceptance of that request based on its assessment of the circumstances, Australia shall:
 - (a) provide humanitarian assistance and disaster response; and/or
 - (b) assist in response to a major security incident or threat in or against Vanuatu.
- (2) The Parties shall mutually determine in writing the purpose, scope and other details of any assistance to be provided by Australia pursuant to paragraph 1 of this Article.
- (3) Where the Parties have mutually determined that such assistance requires a deployment of Australian personnel to Vanuatu, the Parties shall facilitate such a deployment in accordance with Annex 3 of this Agreement.
- (4) Except as specified in this Agreement or as otherwise mutually determined in writing by the Parties, Australia shall be responsible for the costs arising from a deployment of Australian personnel to Vanuatu under this Article.

Article 5

Protection of information

(1) The Parties shall 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, the requirements of paragraph 2 of this Article.

(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 the 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; and
- (b) “Sensitive Information” means 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.

Article 6

Other Agreements and Arrangements

- (1) This Agreement is not intended to affect the interpretation, application or implementation of other agreements in force between the Parties at the time of entry into force of this Agreement.
- (2) Any relevant matter not covered by this Agreement may be the subject of arrangements mutually determined in writing between the Parties from time to time.

Article 7

Claims

- (1) Each Party shall waive claims against the other Party with respect to injury to or death of its personnel, or loss of or damage to its property, arising out of the performance of official duties under this Agreement, except in cases of reckless acts or omissions, negligence or wilful misconduct.
- (2) If a third party brings a claim for injury, death, loss or damage arising out of the performance of official duties under this Agreement:
 - (a) the Party receiving the notice of the claim shall:
 - (i) inform the other Party as soon as practicable; and
 - (ii) handle the claim in accordance with the laws and regulations of the relevant jurisdiction;

- (b) the costs of satisfying the claim shall be allocated between the Parties as follows:
 - (i) where one Party is responsible, the costs shall be met solely by that Party;
 - (ii) where both Parties are responsible, the costs shall be allocated between the Parties according to their level of responsibility as mutually determined in writing by the Parties; and
 - (iii) where the Parties are unable to attribute responsibility, the costs shall be allocated equally between the Parties; and
- (c) the Parties shall assist each other in the collection of evidence in respect of the claim.

Article 8

Settlement of Disputes

Any matter 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 9

Entry into Force, Amendments and Duration

- (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) The Parties may agree in writing to amend this Agreement at any time.
- (3) Any such amendment 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 an amendment have been completed.
- (4) This Agreement shall continue in force, unless terminated in accordance with this Article.
- (5) Either Party may terminate this Agreement upon written notice to the other Party. Such termination shall become effective six months following the date of the other Party receiving the written notice of termination.

(6) 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.

(7) Notwithstanding any termination of this Agreement in accordance with this Article, any outstanding liabilities, rights or obligations arising out of Articles 5 (Protection of Information), 7 (Claims) or 8 (Settlement of Disputes) of this Agreement or Sections 5 (Jurisdiction) or 12 (Accidents) of Annex 2 or Section 5 (Jurisdiction) of Annex 3 shall remain binding upon the Parties until satisfied, unless otherwise mutually determined in writing by the Parties.

(8) The Annexes to this Agreement constitute an integral part of this Agreement.

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

DONE at *Port Vila* this *13th* day of December, two thousand and twenty-two, in two originals, with each original being equally authentic.

**FOR THE GOVERNMENT OF
AUSTRALIA**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF VANUATU**

Signed

Signed

Annex 1
Mutual Security Activities

Section 1

Humanitarian Assistance and Disaster Relief

The Parties may undertake the following mutual security activities relating to humanitarian assistance and disaster relief:

- (a) capacity building activities;
- (b) preparedness initiatives to strengthen the readiness of national authorities to prepare for, respond to and recover from disasters;
- (c) advance planning for rapid and effective humanitarian assistance;
- (d) disaster risk reduction;
- (e) support for recovery and rehabilitation;
- (f) long-term resilience and sustainability activities; and
- (g) any other activity as mutually determined in writing by the Parties.

Section 2

Police, Law Enforcement and Justice Cooperation

The Parties may undertake the following mutual security activities relating to police, law enforcement and justice cooperation:

- (a) enhanced strategic liaison and engagement;
- (b) joint and coordinated police operations;
- (c) information sharing, to the extent permitted by the Parties' respective national laws, regulations and policies;
- (d) transfer of equipment, materials, governance and expertise, to the extent permitted by the Parties' respective national laws, regulations and policies and international legal obligations;
- (e) capacity building activities to improve Vanuatu's capability to prevent, respond to, investigate and, where appropriate, prosecute criminal and transnational crime matters, including in relation to people smuggling and trafficking in persons, money laundering, financial crime, corruption, cybercrime, illegal fishing and illicit trafficking in narcotic drugs;
- (f) capacity building activities to strengthen justice institutions to improve service delivery;

- (g) legislative and regulatory reform activities;
- (h) regular dialogue and consultations; and
- (i) any other activity as mutually determined in writing by the Parties.

Section 3

Defence Cooperation

The Parties may undertake the following mutual security activities relating to defence cooperation:

- (a) enhanced strategic liaison and engagement;
- (b) capacity building of the Parties' security agencies, including through military education, training and exchanges;
- (c) transfer of equipment, materials, governance and expertise, to the extent permitted by the Parties' respective national laws, regulations and policies and international legal obligations;
- (d) joint and coordinated bilateral and multilateral security exercises and operations in support of the Parties' national and regional security interests;
- (e) regular dialogue and consultations; and
- (f) any other activity as mutually determined in writing by the Parties.

Section 4

Border Security

The Parties may undertake the following mutual security activities relating to border security:

- (a) enhanced strategic engagement;
- (b) joint and coordinated border operations;
- (c) information sharing, to the extent permitted by the Parties' respective national laws, regulations and policies;
- (d) regular dialogue and consultations;
- (e) capacity building, including through education, training and exchanges; and
- (f) any other activity as mutually determined in writing by the Parties.

Section 5
Human Security

The Parties may undertake the following mutual security activities relating to human security:

- (a) preventative measures on health security;
- (b) preparedness activities on health security;
- (c) initiatives to enable prompt and effective responses to disease outbreaks and pandemics;
- (d) activities that support the elimination of violence against women and girls, including violence prevention and increased access to justice;
- (e) the integration of gender equality considerations into other mutual security activities, as appropriate; and
- (f) any other activity as mutually determined in writing by the Parties.

Section 6
Environment and Resource Security

The Parties may undertake the following mutual security activities relating to environment and resource security:

- (a) enhanced strategic engagement through regional partnerships;
- (b) the integration of climate change and disaster risk reduction considerations into other mutual security activities, as appropriate;
- (c) participation in regional mechanisms to combat illegal, unreported and unregulated fishing; and
- (d) any other activity as mutually determined in writing by the Parties.

Section 7
Biosecurity

The Parties may undertake the following mutual security activities relating to biosecurity:

- (a) enhanced strategic engagement;
- (b) information sharing, to the extent permitted by the Parties' respective national laws, regulations and policies;
- (c) capacity building activities; and
- (d) any other activity as mutually determined in writing by the Parties.

Section 8
Cyber Security

The Parties may undertake the following mutual security activities relating to cyber security:

- (a) enhanced strategic engagement;
- (b) capacity building activities;
- (c) legislative and regulatory reform activities;
- (d) joint operational responses to significant cyber incidents and challenges;
- (e) information sharing, to the extent permitted by the Parties' respective national laws, regulations and policies; and
- (f) any other activity as mutually determined in writing by the Parties.

Section 9
Maritime Safety and Security

The Parties may undertake the following mutual security activities relating to maritime safety and security:

- (a) enhanced strategic engagement;
- (b) maritime and aerial surveillance;
- (c) maritime security capacity building activities;
- (d) implementation of maritime security measures;
- (e) coordination with regional and multilateral maritime sector initiatives; and
- (f) any other activity as mutually determined in writing by the Parties.

Section 10
Aviation Safety and Security

The Parties may undertake the following mutual security activities relating to civil aviation safety and security:

- (a) enhanced strategic engagement through regional partnerships;
- (b) aviation security capacity building activities;
- (c) conduct of aviation security assessments;
- (d) coordination with regional and multilateral aviation sector initiatives; and

- (e) any other activity as mutually determined in writing by the Parties.

Section 11

Information and Assessment Exchange

The Parties may undertake the following mutual security activities relating to exchange of information and assessments on existing and emerging security challenges, to the extent permitted by the Parties' respective national laws, regulations and policies:

- (a) enhanced strategic engagement;
- (b) legislative and regulatory reform activities;
- (c) capacity building activities to improve Vanuatu's intelligence capability;
and
- (d) any other activity as mutually determined in writing by the Parties.

Annex 2

Facilitation of Mutual Security Activities in Vanuatu

Section 1

Definitions

The following definitions apply to this Annex:

- (a) “Area” means the territory of Vanuatu, all areas where it exercises maritime jurisdiction and the superjacent airspace;
- (b) “Assets” means vessels, aircraft, vehicles, armoured vehicles, supplies (including medical and pharmaceutical supplies (including blood products)), stores and prescription drugs, working dogs, equipment (including medical equipment), communications, ammunition, weapons and any other provisions or supplies required by Australian Personnel for the purposes of conducting a Mutual Security Activity;
- (c) “Australian Laws” means any laws and regulations of Australia (as amended);
- (d) “Australian Border Force” means members of the Australian Border Force and authorised accompanying persons;
- (e) “Australian Defence Force” means members of the Australian Defence Force and authorised accompanying persons;
- (f) “Australian Federal Police” means members of the Australian Federal Police and authorised accompanying persons;
- (g) “Australian Personnel” means an individual or team of the Australian Defence Force, Australian Federal Police and/or Australian Border Force present in Vanuatu for the purposes of conducting a Mutual Security Activity;
- (h) “Dependant” means:
 - (i) the spouse of a member of the Australian Personnel;
 - (ii) a person in the family of a member of the Australian Personnel;
 - (iii) a person in the custody, care or charge of a member of the Australian Personnel; or
 - (iv) a person wholly or mainly maintained by a member of the Australian Personnel;who is not a Vanuatu national or ordinarily resident in Vanuatu;

- (i) “Mutual Security Activity” means an activity mutually determined in writing between the Parties from time to time, as described in Article 2 (Mutual Security Activities) of this Agreement; and
- (j) “Vanuatu Laws” means any laws and regulations of Vanuatu (as amended), including any customary laws.

Section 2

Scope

- (1) Unless otherwise mutually determined in writing by the Parties, the provisions of this Annex shall apply to Australian Personnel who are present in the Area to conduct a Mutual Security Activity.
- (2) The Parties shall take all practicable steps to facilitate a Mutual Security Activity in accordance with this Annex in an efficient and effective manner.
- (3) Vanuatu shall provide Australian Personnel with any information relevant to the safety and security of Australian Personnel and their Assets.

Section 3

Respect for Laws

Australia shall ensure that members of Australian Personnel take all appropriate measures to ensure respect for Vanuatu Laws and refrain from any activities inconsistent with this Agreement.

Section 4

Command and Discipline

Australian authorities shall exercise command and control, and retain exclusive disciplinary jurisdiction, over members of Australian Personnel in the Area.

Section 5

Jurisdiction

- (1) Subject to this Section:
 - (a) Australia shall have within the Area all criminal and disciplinary jurisdiction conferred by Australian Law over members of Australian Personnel and Dependants; and

- (b) Vanuatu shall have criminal jurisdiction over members of Australian Personnel and Dependants with respect to offences committed within the Area and punishable by Vanuatu Law.
- (2) Australia shall exercise exclusive criminal jurisdiction over members of Australian Personnel and Dependants subject to its laws with respect to offences punishable by Australian Law, but not by Vanuatu Law.
- (3) Vanuatu shall exercise exclusive criminal jurisdiction over members of Australian Personnel and Dependants with respect to offences punishable by Vanuatu Law, but not by Australian Law.
- (4) Where both Parties have concurrent rights to exercise criminal jurisdiction, the following shall apply:
- (a) Australia shall have primary jurisdiction over members of Australian Personnel and Dependants who are subject to its laws in relation to:
 - (i) offences solely against the property or security of Australia;
 - (ii) offences solely against the person or property of Australian Personnel, its members or Dependants; and
 - (iii) offences arising out of the performance of official duties; and
 - (b) Vanuatu shall have primary jurisdiction in relation to any other offence.
- (5) Vanuatu shall:
- (a) promptly notify Australia of an arrest by its authorities of any member of Australian Personnel or a Dependant in the Area;
 - (b) give sympathetic consideration to a request to waive its primary jurisdiction over a member of Australian Personnel or a Dependant under this Section where the exercise of jurisdiction by Australia is of particular importance;
 - (c) give sympathetic consideration to a request for custody of a member of Australian Personnel or a Dependant over which Vanuatu is exercising jurisdiction pending conclusion of all judicial proceedings, provided that the member or Dependant shall be made available for the purposes of investigation and trial; and
 - (d) when exercising jurisdiction over a member of Australian Personnel or a Dependant, ensure the member or Dependant is granted all procedural safeguards consistent with the Parties' obligations under international human rights law.
- (6) The Parties shall:
- (a) promptly notify each other of any decision not to exercise their primary jurisdiction under this Section;

- (b) cooperate in relation to any investigations and collection and production of evidence in relation to the exercise of jurisdiction over members of Australian Personnel and Dependants; and
- (c) keep each other informed of the status of cases in which there are concurrent rights to exercise jurisdiction under this Section.

Section 6

Entry and Exit

Vanuatu shall:

- (a) facilitate without delay the entry into, and exit from, the Area of Australian Personnel;
- (b) exempt members of Australian Personnel from visa, passport, inspection and tax requirements relating to entry into and exit from the Area;
- (c) permit members of Australian Personnel to enter into, and exit from, the Area on presentation of valid identification issued by Australian authorities; and
- (d) exempt members of Australian Personnel from requirements regarding the residence or registration of aliens in the Area, provided that such members shall not acquire any right to permanent residence or domicile in the Area.

Section 7

Import and Export

(1) Subject to paragraph 2 of this Section, Vanuatu shall permit Australian Personnel to import into, and export from, the Area:

- (a) Assets; and
- (b) the personal effects of, and items for the personal consumption or use by, members of Australian Personnel;

without licence, inspection, registration or other restriction and free of customs, duties, taxes and charges.

(2) If a member of Australian Personnel sells personal property (that was imported free of duties under paragraph 1 of this Section) to persons not entitled to duty-free imports, Vanuatu may impose customs duties, taxes and charges on the sale value.

Section 8

Movement and Use of Assets

Vanuatu shall:

- (a) grant diplomatic clearances as expeditiously as possible of vessels and aircraft owned or operated by Australia into the Area for the purposes of a Mutual Security Activity;
- (b) permit members of Australian Personnel and all Assets freedom of movement in the Area, including the use of roads, bridges, canals and other waters, port and airfield facilities and airspace without payment of dues, tolls or other charges or fees; and
- (c) allow members of Australian Personnel to possess, store and operate Assets without obtaining or registering a permit, licence or restriction and free of duties, taxes and charges.

Section 9

Facilities, Utilities and Local Goods

- (1) Unless otherwise mutually determined in writing by the Parties, Vanuatu shall:
 - (a) permit Australian Personnel to establish temporary facilities and areas in the Area for the purposes of a Mutual Security Activity;
 - (b) exempt members of Australian Personnel who are engineering, communications and other professionals, trade and technical staff, from registration or licensing requirements under Vanuatu Laws;
 - (c) allow Australian Personnel to use water, electricity and other public utilities free of charge; and
 - (d) permit Australian Personnel to generate, transmit and distribute electricity for its own use free of charge without being subject to regulation or licensing requirements.
- (2) Australian Personnel shall endeavour to purchase goods and services from local providers, provided they are available in a timely manner, at a suitable price, and are of the standard required.

Section 10

Communications

- (1) Vanuatu shall:
 - (a) permit Australian Personnel to install and operate communication systems (including radio and satellite sending and receiving stations and cables) in

the Area, and to establish the necessary facilities for maintaining such communications;

- (b) allow Australian Personnel unrestricted communications by radio, television, telephone, or other means in the Area, including between the facilities of Australian Personnel; and
- (c) not interfere with the communications of Australian Personnel.

(2) Australia and Vanuatu shall consult to determine the use of frequencies in the Area by Australian Personnel.

Section 11

Health

Vanuatu shall:

- (a) permit members of Australian Personnel who are medical, nursing or paramedic staff to treat a member of Australian Personnel without being subject to registration or licensing requirements in the Area; and
- (b) allow Australian Personnel to take charge of, and repatriate, the body of a member of Australian Personnel who has died in the Area.

Section 12

Accidents

(1) Australian Personnel may inquire into any accident or incident involving its aircraft, vessels or vehicles in the Area in consultation with Vanuatu.

(2) The Parties shall cooperate in relation to securing any such accident or incident site, taking custody of wreckage, and collecting and providing evidence and reports.

Section 13

Uniform and Carriage of Weapons

(1) Members of Australian Personnel may wear their respective national uniform when on official duty in the Area.

(2) Members of the Australian Federal Police and Australian Defence Force may possess, carry and use arms in accordance with their internal orders or rules in order to:

- (a) protect themselves, other members of Australian Personnel or other persons;

(b) protect public or private property, including property of Australian Personnel; or

(c) achieve the purposes of a Mutual Security Activity.

Section 14

Remittances and Taxation

Vanuatu shall:

- (a) exempt Australian Personnel and its members from indirect taxes on goods and services;
- (b) exempt members of Australian Personnel from taxation on their pay and other allowances and from any other direct taxes, fees and charges; and
- (c) allow members of Australian Personnel to remit pay, allowances and other funds outside the Area.

Annex 3

Facilitation of Security Assistance in Vanuatu

Section 1

Definitions

The following definitions apply to this Annex, together with the definitions in Section 1 (Definitions) of Annex 2 of this Agreement:

- (a) “Australian Contingent” means a contingent comprised of Australian Federal Police, Australia Defence Force and/or Other Personnel deployed to Vanuatu for the purposes of conducting Security Assistance;
- (b) “Legal Proceedings” means criminal, civil, disciplinary, administrative or customary law proceedings;
- (c) “Other Personnel” means personnel who are notified by Australia to Vanuatu in writing as being necessary for conducting the Security Assistance, but who are not members of the Australian Federal Police or Australian Defence Force; and
- (d) “Security Assistance” means assistance provided by Australia to Vanuatu in accordance with Article 4 (Security Assistance) of this Agreement.

Section 2

Scope

(1) Unless otherwise mutually determined in writing by the Parties, the following provisions shall apply to an Australian Contingent in the Area for the purposes of conducting Security Assistance:

- (a) all Sections of this Annex; and
- (b) all Sections of Annex 2, except Sections 2 (Scope) and 5 (Jurisdiction), with references to “Australian Personnel” read as “an Australian Contingent” and references to “Mutual Security Activity” read as “Security Assistance”.

(2) The Parties shall take all practicable steps to facilitate Security Assistance in accordance with this Annex in an efficient, effective and coordinated manner.

(3) Vanuatu shall provide an Australian Contingent with any information relevant to the safety and security of an Australian Contingent and its Assets.

Section 3

Composition, Command and Control

- (1) Australia shall have sole responsibility for the internal direction of an Australian Contingent.
- (2) Australia shall nominate a head of an Australian Contingent and notify Vanuatu in writing of the appointment.
- (3) Australia shall notify Vanuatu in writing of the personnel comprising the Australian Contingent.
- (4) The head of an Australian Contingent shall have responsibility for overall management of the Australian Contingent, and for liaising and coordinating with Vanuatu in relation to the Security Assistance.
- (5) Where the Australian Federal Police is deployed as part of an Australian Contingent, the most senior Australian police officer notified to Vanuatu shall serve as its commander.
- (6) The commander of the Australian Federal Police shall have responsibility for command and control of those police.
- (7) Members of the Australian Federal Police shall be subject only to the orders and instructions from the commander of the Australian Federal Police.
- (8) Where the Australian Defence Force is deployed as part of an Australian Contingent, an Australian Defence Force member notified to Vanuatu shall serve as its commander.
- (9) The commander of the Australian Defence Force shall have responsibility for command and control of that force.
- (10) Members of the Australian Defence Force shall be subject only to the orders and instructions from the commander of the Australian Defence Force.

Section 4

Powers

The Australian Federal Police and Australian Defence Force may take such action and use such force as is reasonably necessary to:

- (a) protect themselves, the Australian Contingent or other persons;
- (b) protect public or private property, including property of an Australian Contingent; or
- (c) achieve the purposes of the Security Assistance.

Section 5
Jurisdiction

- (1) Vanuatu shall:
- (a) grant members of an Australian Contingent immunity from arrest, detention and all Legal Proceedings (including appearing before or giving evidence in Legal Proceedings) in Vanuatu courts and tribunals in relation to acts and omissions arising out of, or incidental to, the performance of official duties;
 - (b) not exercise criminal or disciplinary jurisdiction over a member of an Australian Contingent in relation to an act or omission taking place in the Area if Australia asserts such jurisdiction over that member;
 - (c) If Vanuatu has exercised criminal or disciplinary jurisdiction over a member of an Australian Contingent in relation to an act or omission taking place in the Area, relinquish such jurisdiction to Australia if it asserts jurisdiction over that member;
 - (d) at the request of the head of an Australian Contingent, take into custody (without arrest) a member of an Australian Contingent in order to immediately deliver the member to the appropriate authorities of the Australian Contingent; and
 - (e) at the request of Australia, provide assistance in relation to any criminal or disciplinary proceedings against a member of an Australian Contingent.
- (2) Australia may waive the immunity granted by paragraph 1 of this Section.
- (3) The Parties shall cooperate in relation to any investigations and collection and production of evidence in relation to the exercise of jurisdiction over a member of an Australian Contingent.

Section 6
Facilities

In addition to Section 9 (Facilities, Utilities and Local Goods) of Annex 2, Vanuatu shall:

- (a) use its best endeavours to provide facilities and areas as requested by Australia for use by an Australian Contingent;
- (b) permit an Australian Contingent to add or alter facilities and areas provided by Vanuatu if necessary, provided that the facilities and areas shall be returned to their original condition on their return as far as practicable, fair wear and tear excepted;
- (c) grant inviolability to facilities and areas used by an Australian Contingent as requested by Australia; and

- (d) allow Australia to provide measures for the security of the facilities and areas used by an Australian Contingent.

Section 7

Health

In addition to Section 11 (Health) of Annex 2, Vanuatu shall:

- (a) permit members of an Australian Contingent who are medical, nursing or paramedic staff to treat members of an Australian Contingent and other persons, including residents of the Area, as required without being subject to registration or licensing requirements in the Area; and
- (b) provide all practicable assistance to members of a Visiting Contingent in relation to health and safety issues that may arise.

Section 8

Withdrawal of an Australian Contingent

- (1) Vanuatu may at any time provide a written request for the withdrawal of all, or a part of, an Australian Contingent.
- (2) On receipt of such written notice, the Australian Contingent, or its relevant part, shall withdraw as soon as practicable, and no later than three months from the receipt of the notice.
- (3) Following consultations between the Parties, Australia may at any time withdraw an Australian Contingent, or any part of it, from the Area.
- (4) Australia and Vanuatu shall consult to manage appropriately the circumstances of a withdrawal.