

NAURU-AUSTRALIA TREATY

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BETWEEN

AUSTRALIA

AND

NAURU

RECOGNISING *the Parties' family connection, shared history, cultural affinity and close geography entwine our past, present and future;*

RECOGNISING *the enduring importance of economic and social resilience to the health and wellbeing of the peoples of Nauru and Australia;*

RECOGNISING *the unique culture and traditions of Nauruans and Australians, and their attachment to kinship, homeland, sea and heritage;*

RESOLUTE *in reaffirming the Parties' sovereignty, territorial integrity and political independence;*

RECOGNISING *the Parties' longstanding cooperation, mutual respect and shared interest in the stability and security of each other, embodied in Australia's role as Nauru's closest security, enduring economic and development partner;*

RECOGNISING *the deep foundations for our bilateral relationship, including the 1993 Joint Declaration of Principles and determined to build on the rights, obligations and commitments under agreements and MoUs to which we are both parties and participants;*

EXPRESSING *the intention of both Parties that our enhanced relations will be further consolidated and bolstered by cooperation as mutually agreed in relation to future bilateral, regional and multilateral agreements and MoUs to which we both become parties;*

ACKNOWLEDGING the enduring friendship and family ties between the people of Nauru and Australia, nurtured through generations through educational, cultural and sporting exchanges, and the movement and mobility of our people between our two nations;

ACKNOWLEDGING that as Pacific countries and founding members of the Pacific Islands Forum, the Parties' interests are intertwined and decisions taken by one Party affect the interests of the other;

REAFFIRMING a shared commitment to Pacific values in the 2050 Strategy for the Blue Pacific Continent, the guiding principles outlined in the Framework for Resilient Development in the Pacific, and the Boe Declaration on Regional Security, which affirms an expanded concept of security;

COMMITTED to enhancing their partnership to promote and protect the Parties' shared interests in each other's prosperity, stability and security, including by supporting Nauru to respond to key challenges relating to economic and climate resilience, as well as traditional and emerging security threats;

COMMITTED through our strengthened partnership to actively promote and support a stable, prosperous and secure region, Pacific-led regional security and development, as well as a rules-based international order; and

REAFFIRMING their respective commitments under international and domestic law.

Article 1: Purpose

The purpose of this agreement is to:

- (a) reflect the Parties' unique and longstanding relationship and elevate it to an integrated economic, social and security partnership;
- (b) support Nauru's resilience to provide an enduring, more stable and better future for Nauru and its citizens; and
- (c) recognise, protect and promote each Party's and the Parties' collective security and sovereignty.

Article 2: Economic resilience, fiscal stability and prosperity

- (1) The Parties commit to work together in the spirit of equality and mutual respect, to support Nauru's economic resilience, fiscal stability and prosperity.
- (2) The Parties commit to working together in international forums to advocate for Nauru's long-term economic prosperity and fiscal sustainability, relating to its ongoing eligibility for official development assistance.

Article 3: Banking

- (1) Australia shall support Nauru to sustain the existing level of services and access to the international financial system.
- (2) For Australia to support sustainable banking services, Nauru shall strengthen its enforcement of and compliance with its financial regulatory framework.
- (3) Australia and Nauru shall jointly advocate for improvements in Nauru's banking accessibility and connectivity, including in international fora, as appropriate.

Article 4: Governance and transparency

- (1) Australia and Nauru agree that strong public financial accountability and transparency is key to economic resilience, fiscal stability and prosperity.
- (2) Nauru shall ensure integrity, transparency and accountability in its fiscal and financial management systems to prevent fraud, corruption, and misconduct.
- (3) Australia shall support Nauru, including by sharing knowledge, skills and experience to strengthen Nauru's fiscal and financial management systems.

Article 5: Security and stability

- (1) The Parties acknowledge the strength and depth of the bilateral security partnership and Australia's standing as Nauru's closest security partner.
- (2) The Parties recognise:
 - a. their shared interest in protecting and promoting each Party's and the Parties' collective security and sovereignty, including in the face of the existential threat posed by climate change;
 - b. that strengthened bilateral security cooperation makes a significant contribution to broader security and stability in the Pacific; and
 - c. the fundamental importance of national and regional security and stability to the sustainable development of the Parties and the wellbeing of its peoples.
- (3) The Parties commit to deepen and expand security cooperation on the basis of mutual consultation and consent, including by building on

the existing Australia – Nauru Security Partnership Memorandum of Understanding and the Boe Declaration on Regional Security.

- (4) The Parties shall prioritise consultation on Nauru's security and defence-related needs. Where the Parties have mutually agreed to the provision of assistance, the Parties shall facilitate the assistance including the timely provision of necessary approvals and arrangements.
- (5) In the event of a development that threatens the sovereignty, peace or stability of either Party, the Parties shall mutually consult and consider whether any measures should be taken, including the provision of mutually agreed support from Australia.
- (6) Nauru shall mutually agree with Australia any partnership, arrangement or engagement with any other State or entity on matters relating to Nauru's security including maritime security, defence, policing, border protection and cyber security sectors, and Nauru's critical infrastructure concerning banking and telecommunications.
- (7) Nauru shall consult with Australia on any partnership, arrangement or engagement with any other State or entity relating to Nauru's other critical infrastructure such as ports, aviation, and energy infrastructure.
- (8) Either Party may notify the other on the need to consult under Article 5 paragraph (7). In accordance with Article 6, the Joint Committee shall meet within two weeks of notification to begin consultation which will be informed by expert briefings to the Joint Committee.
- (9) The Parties agree that critical infrastructure under Article 5 paragraphs (6) and (7) shall not be used by a third party for security purposes.

Article 6: Consultation and responses

- (1) Nauru and Australia shall establish a Joint Committee to discuss matters arising under this agreement and its implementing arrangements. The Joint Committee shall be responsive to any issues raised by either Party and work in the spirit of good faith and enduring friendship.
- (2) The Joint Committee shall meet at least every twelve months to discuss the matters arising under this agreement and its implementing arrangements.
- (3) The Joint Committee shall also be convened within two weeks following notification by either Party to discuss any matter relating to the agreement and its implementing arrangements.

Article 7: Settlement of disputes

- (1) Any dispute arising under this agreement with respect to its interpretation, application or implementation shall be settled by consultation or negotiation in a friendly atmosphere between the Parties, and shall not be referred to any national or international tribunal or court or any other third party for resolution.
- (2) If either Party notifies the other of any dispute arising under this agreement with respect to its interpretation, application or implementation then, within two weeks, the Joint Committee, as convened in accordance with Article 6 paragraph (3), shall meet to begin dispute resolution.
- (3) The Parties shall have six months following the date of the notification of a dispute to agree a resolution.
- (4) If a resolution is not mutually agreed within this six-month timeframe, either Party may suspend compliance with one or more obligations under this agreement.

Article 8: Amendment

- (1) This agreement may be amended in writing by mutual consent of both Parties.
- (2) 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 unless Parties mutually agree to a retrospective date.

Article 9: Entry into force, duration 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 terminated in accordance with this Article.
- (3) 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.
- (4) Either Party may terminate this agreement upon written notice to the other Party. Such termination shall become effective 12 months following the date on which the other Party receives the written notice of termination. The Parties may continue to seek to resolve a dispute after written notification of a Party's intention to terminate including using the dispute resolution mechanism under Article 7. Parties shall mutually agree to extend this time if there is a real prospect of withdrawing a termination notice. The terminating Party may reverse its termination notification if a solution to the dispute is mutually agreed ahead of the termination becoming effective.

Article 10: Supplementary instruments

- (1) The Parties may enter into subsidiary agreements and implementing arrangements, including to implement the provisions of this agreement.
- (2) The Parties agree to develop implementing arrangements for the purposes of the interpretation and implementation of this agreement. These instruments will come into effect concurrently on the entry into force of this agreement.
- (3) Any implementing arrangements shall be read together with this agreement. For avoidance of doubt, where there is a conflict or inconsistency between any terms of the implementing arrangements and this agreement, the provisions of this agreement shall prevail.

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

Done at _____ this _____ day of 2024 in duplicate.

For Australia:

For Nauru: