

PAPUA NEW GUINEA - AUSTRALIA MUTUAL DEFENCE TREATY

Also known as the

‘PUKPUK TREATY’

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

REAFFIRMING the sovereign equality of the Parties and neighbouring states, their faith in the purposes and principles of the Charter of the United Nations, and their desire to live in peace with all peoples and all governments;

RESPECTING the sovereignty, independence and territorial integrity of both Parties and of our neighbours, and the importance of the principle of non-interference in the internal affairs of one another, consistent with the Charter of the United Nations;

RECOGNISING the special nature of the defence partnership between the Parties defined by the history, depth and close ties between their Defence Organisations and their personnel;

COMMITTED to the mutual defence of both Parties in order to support each other in times of crisis or conflict;

COGNISANT of emerging threats to their national interests and regional security and resolute in working together to support a peaceful, stable, prosperous region that is respectful of sovereignty;

RESOLUTE in mutually responding to those threats;

COMMITTED to enhancing their partnership to promote and protect the Parties' shared interest in each other's national resilience, sovereignty, prosperity, stability and security;

ACKNOWLEDGING the *Agreement between Australia and Papua New Guinea Regarding the Status of Forces of Each State in the Territory of the Other State* which entered into force on 26 January 1977 ('the Status of Forces Agreement');

ACKNOWLEDGING the *Defence Cooperation Arrangement between Australia and Papua New Guinea* which came into effect on 10 May 2013, and wishing to build further upon the sound basis for defence cooperation which it established;

ACKNOWLEDGING the *Arrangement between the Australian Department of Defence and the Papua New Guinea Defence Force Concerning the Provision of Mutual Logistic Support* which came into effect on 22 April 2015, or any successor instrument to it;

ACKNOWLEDGING the comprehensive and cooperative security relationship between the Parties recognised and enhanced by the *Agreement Between the Government of Australia and the Government of Papua New Guinea on a Framework for Closer Security*

Relations which entered into force on 12 December 2024 and the commitment contained within it to maintain and strengthen cooperation in relation to defence;

DESIRING to conclude an agreement to facilitate the shared vision of the Parties to cooperate more closely and to more fully achieve the integration and interoperability of their Defence Organisations, and recognising that such cooperation, interoperability and integration is based on full respect for the sovereignty of each Party;

HAVE AGREED as follows:

ARTICLE 1 PURPOSE

The purpose of this Treaty is to recognise and affirm the commitment between the Parties to protect their sovereignty, secure their mutual defence and security interests and contribute to regional stability and security, by strengthening and expanding defence cooperation through enhanced capability, interoperability and integration.

ARTICLE 2 DEFINITIONS

‘Agreed Facilities and Areas’ means the facilities and areas in the territory of Papua New Guinea listed in an implementing arrangement made pursuant to this Treaty, and that are made available under the terms of this Treaty to the Australian Defence Organisation, and to which Australian Defence Personnel, Australian Defence Contractors, and others as mutually determined, shall have the right to access and use pursuant to this Treaty. All engagement by the Australian Defence Organisation with the authorities of Papua New Guinea in respect of Agreed Facilities and Areas shall occur through the Papua New Guinea Defence Organisation.

‘Assets’ means:

- (a) provisions, supplies, equipment, property, and materiel required by the Australian Defence Organisation or Australian Defence Personnel for the purposes of the Defence Cooperation Activity, including vessels, aircraft, vehicles, armoured vehicles, systems and platforms, supplies, medical and pharmaceutical supplies, blood products, stores and prescription drugs, working dogs, equipment (including medical equipment), communications, ammunition, weapons and any other provisions or supplies necessary for the conduct of a Defence Cooperation Activity, and
- (b) personal effects of Australian Defence Personnel.

‘Australian Defence Contractors’ means non-Papua New Guinean commercial entities and persons engaged on their behalf who are not nationals of Papua New Guinea, under any form of contract to the Department of Defence of Australia and who may be present in Papua New Guinea in connection with a Defence Cooperation Activity.

‘Defence Cooperation Activity’ means any activity cooperatively engaged in by the Defence Organisations of the Parties, or any activity engaged in by the Defence Organisation of one Party at the request of the other Party, in accordance with the Parties’ respective national laws, rules, regulations, policies and international obligations. The Parties may mutually determine that a specific activity is not covered under this Treaty.

‘Defence Organisation’ means the defence force and defence department of a Party along with any defence portfolio entities or agencies considered by that Party to be engaged in defence-related activities.

‘Defence Personnel’ means a Party’s defence force members, civilians employed by or in the service of a Party’s Defence Organisation, including civilians engaged to perform official functions on behalf of that Defence Organisation, and third state defence force members under the command of a Party’s defence force.

ARTICLE 3 PRINCIPLES

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

- (a) respect for the sovereignty, independence and territorial integrity of each other and commitment to act in accordance with the principles of international law;
- (b) cooperation under this Treaty is based on trust and partnership;
- (c) commitment to a mutually beneficial defence relationship befitting the Parties’ history, sovereignty, close proximity, and shared interests;
- (d) acknowledgment that mutual defence cooperation requires coordination of planning and response capabilities through regular training, exercises and access arrangements;
- (e) commitment that any activities with third parties shall not compromise the purposes of this Treaty; and
- (f) recognition that the Parties’ Defence Organisations play a crucial role in contributing to Pacific-led security, and the region’s resilience and prosperity.

ARTICLE 4

MUTUAL DEFENCE

- (1) The Parties shall through continuous cooperation under Article 5 of this Treaty assist one another to maintain and develop their individual and collective capacity to protect their sovereignty, and deter and resist external threats and armed attacks.
- (2) In the event of a security-related development that threatens the sovereignty, peace or stability of either Party, the Parties shall consult at the request of either Party and consider whether any measures should be taken in relation to the threat.
- (3) Each Party recognises that an armed attack on either of the Parties within the Pacific would be dangerous to each other's peace and security and the security of the Pacific, and declares that it would act to meet the common danger, in accordance with its constitutional processes.
- (4) This Treaty does not affect and shall not be interpreted as affecting in any way the rights and obligations of the Parties under the Charter of the United Nations or the responsibility of the United Nations for the maintenance of international peace and security.
- (5) Neither Party shall act in a manner that would undermine their ability to meet any of their obligations pursuant to this Article.

ARTICLE 5

DEFENCE COOPERATION

- (1) The Parties shall engage in Defence Cooperation Activities to build a long-term mutually beneficial partnership in defence.
- (2) Defence Cooperation Activities may include, but are not limited to:
 - (a) the exchange and embedding of personnel, force element embedding and integration, and doctrine exchange and synchronisation;
 - (b) joint and coordinated bilateral and multilateral security exercises, and regular joint military exercises and training to enhance operational compatibility and preparedness;
 - (c) joint and coordinated bilateral and multilateral operations for crises response or conflict;
 - (d) defence activities in support of the Parties' national and regional security interests in land, sea, air, cyber and space domains;
 - (e) defence capability enhancement and uplift;

- (f) information exchange and sharing of intelligence and security-related information to be conducted in compliance with national security laws, regulations and policies and in a manner that protects sensitive information;
 - (g) synchronisation and integration of logistics, personnel and defence industry capabilities;
 - (h) access to and use of defence and defence-related facilities by the Parties' Defence Organisations including defence infrastructure development and transfer of equipment and materiel;
 - (i) capacity development including professional development and military education, technical expertise, training and defence infrastructure support; and
 - (j) recruitment of their citizens into each other's defence forces.
- (3) The Parties may enter into written arrangements to implement or facilitate any instance, aspect or form of Defence Cooperation Activity under this Treaty.
- (4) The Parties agree they shall not put in place activities, agreements or arrangements with third parties that would compromise their ability to implement this Treaty.

ARTICLE 6

STATUS OF DEFENCE PERSONNEL CONDUCTING DEFENCE COOPERATION ACTIVITIES

- (1) The presence of one Party's Defence Personnel in the territory of the other Party in order to conduct a Defence Cooperation Activity shall be governed at a minimum by the provisions of Annex A of this Treaty, the provisions of Article 8 of this Treaty as applicable, and the provisions of the Status of Forces Agreement, subject to the provisions of paragraphs (2) and (3) of this Article.
- (2) The Parties may mutually determine in writing that the presence of Australian Defence Personnel in the territory of Papua New Guinea for the conduct of a particular Defence Cooperation Activity shall be governed at a minimum by the enhanced provisions of Annex B (rather than the provisions of Annex A) and the provisions of Article 8 of this Treaty in addition to the provisions of the Status of Forces Agreement.
- (3) The Parties may mutually determine in writing that the presence of Papua New Guinea Defence Personnel in the territory of Australia for the conduct of a particular Defence Cooperation Activity shall be governed by the provisions of a mutually determined written arrangement (rather than the provisions of Annex A) in addition to the provisions of the Status of Forces Agreement.

ARTICLE 7
SECURITY, AGREED FACILITIES AND AREAS AND RELATED MATTERS, AND
AUSTRALIAN DEFENCE CONTRACTORS

- (1) Provisions relating to security, Agreed Facilities and Areas and related matters, and Australian Defence Contractors are set out in Annex C.
- (2) Given the intention of the Parties to further develop the capabilities of the Papua New Guinea Defence Force, and given that the Parties may in future desire to establish a Papua New Guinea Defence Force presence in Australia, the Parties may with full respect for Australia's sovereignty and with consultation and consideration of the views of the Parties, mutually determine an implementing arrangement providing for access to and use of Department of Defence of Australia facilities and areas by the Papua New Guinea Defence Organisation.
- (3) With full respect for Papua New Guinea's sovereignty and with consultation and consideration of the views of the Parties, Papua New Guinea shall in accordance with the provisions of Annex C provide unimpeded access to and use of Agreed Facilities and Areas to the Australian Defence Organisation, Australian Defence Personnel, Australian Defence Contractors, and others as mutually determined.
- (4) The Parties shall enter into an implementing arrangement concerning Agreed Facilities and Areas to be mutually determined by the Chief of the Australian Defence Force and Secretary of the Department of Defence of Australia and the Chief of the Papua New Guinea Defence Force and Secretary of the Papua New Guinea Department of Defence. This implementing arrangement shall identify the location of each of the Agreed Facilities and Areas and the mutually determined activities that may occur at them and shall be reviewed by the Parties at least every three years, or more frequently as mutually determined.

ARTICLE 8

JURISDICTION

(1) Australian Defence Personnel, engaged in a Defence Cooperation Activity in the territory of Papua New Guinea, shall respect the laws of Papua New Guinea and abstain from any activity inconsistent with this Treaty. The authorities of the Government of Australia shall take necessary measures to that end.

(2) In the interests of justice, the Parties shall cooperate, as appropriate, to assist each other in investigations relating to the exercise of jurisdiction over Australian Defence Personnel in the territory of Papua New Guinea who are engaged in a Defence Cooperation Activity, including the collection and production of evidence. In investigation of such matters, Australian authorities shall take into account any report of investigation by Papua New Guinean authorities. If requested by Papua New Guinea, the Australian Defence Organisation shall inform the appropriate Papua New Guinean authorities of the disposition of cases involving Papua New Guinea nationals where Australia exercises jurisdiction.

(3) Papua New Guinea, in exercising its sovereign prerogative, consistent with the authority under the Constitution of Papua New Guinea, and in recognition of the particular importance to Australian authorities of retaining disciplinary control over Australian Defence Personnel engaged in a Defence Cooperation Activity in the territory of Papua New Guinea, shall concede jurisdiction over such Australian Defence Personnel, and agrees that Australian authorities shall have the exclusive right to exercise criminal and disciplinary jurisdiction over such Australian Defence Personnel in the territory of Papua New Guinea. Additionally, Australian authorities shall have the exclusive right to exercise civil and administrative jurisdiction over Australian Defence Personnel for all acts or omissions Australian authorities determine occurred in the course of official duty. Papua New Guinea shall retain civil and administrative jurisdiction over Australian Defence Personnel for acts or omissions occurring in the territory of Papua New Guinea outside the course of official duty. Australian Defence Personnel, their property and effects, and their private residences shall be inviolable. Papua New Guinea authorities shall immediately notify Australian authorities of any Australian Defence Personnel in their custody and shall promptly transfer such personnel to the custody of Australian authorities.

ARTICLE 9 CONSULTATION

- (1) The Parties shall consult on defence issues through the annual Australia-Papua New Guinea Defence Ministers' Meeting, including matters arising out of the operation of this Treaty.
- (2) The Parties may establish additional consultation mechanisms as necessary to manage the operation of this Treaty and the conduct of activities pursuant to it.

ARTICLE 10 SETTLEMENT OF DISPUTES

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

ARTICLE 11 AMENDMENTS

This Treaty may be amended in writing by mutual consent by both Parties. Any amendment to this Treaty shall enter 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.

ARTICLE 12 ENTRY INTO FORCE, DURATION, AND TERMINATION

- (1) This Treaty shall enter into force on the date of receipt of 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 Treaty have been completed.
- (2) This Treaty shall remain in force, unless it is terminated in accordance with this Article.
- (3) Either Party may terminate this Treaty by written notice to the other Party. Such termination shall become effective twelve 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 Treaty at any time. Such termination shall become effective on the date agreed by the Parties.

(5) Notwithstanding any termination of this Treaty in accordance with this Article, any outstanding liabilities, rights or obligations arising out of Article 10 (Settlement of Disputes) of this Treaty shall remain binding upon the Parties until satisfied, unless otherwise mutually determined in writing by the Parties.

(6) The Annexes to this Treaty constitute an integral part of this Treaty.

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

DONE at **Canberra** this **Sixth** day of **October, Two Thousand and Twenty-Five** in two originals in the English language, with two originals being equally authentic.

**FOR THE GOVERNMENT OF
AUSTRALIA**

**FOR THE GOVERNMENT OF
THE INDEPENDENT STATE OF PAPUA
NEW GUINEA**

Annex A
PROVISIONS RELATING TO THE STATUS OF DEFENCE PERSONNEL
CONDUCTING DEFENCE COOPERATION ACTIVITIES

Article 1 – General

The provisions of this Annex supersede any of the provisions contained in the Status of Forces Agreement to the extent of any inconsistency.

Article 2 – Definitions

In this Annex, 'Sending Party' refers to the Party sending Defence Personnel to the territory of the other Party to conduct a Defence Cooperation Activity, while 'Receiving Party' refers to the Party in whose territory the Defence Cooperation Activity is being conducted.

Article 3 – Professional, Technical and Trade Personnel

Subject to Article 4 of this Annex, Defence Personnel with current and valid professional, technical or trade licences and qualifications issued by the Sending Party shall be allowed to perform their relevant official duties within the territory of the Receiving Party and shall not be required by that Party to obtain any permission (whether in the form of registration, licence or otherwise) to conduct their official duties.

Article 4 – Health Practitioners

Defence Personnel who are health practitioners shall be allowed to provide health and medical treatment, prescribe and dispense pharmaceutical and medicinal drugs, and use health and medical products or devices within the territory of the Receiving Party for the benefit of the Defence Personnel of the Sending Party, and, as mutually determined, the Defence Personnel of the Receiving Party. Such health practitioners shall not provide health and medical treatment, prescribe or dispense pharmaceutical and medicinal drugs, or use health and medical products or devices for the benefit of the general public within the territory of the Receiving Party without the prior written consent of that Party.

Article 5 – The Electromagnetic Spectrum

When it is necessary for Defence Personnel of the Sending Party to access and use the electromagnetic spectrum while in the territory of the Receiving Party, the Parties shall consult and determine access to and use of the electromagnetic spectrum.

Article 6 – Accidents or Incidents

Without prejudice to Article 8(3) of this Treaty, the Parties shall assist each other in carrying out all necessary investigations related to any accident or incident involving the vehicles, aircraft, vessels, or Defence Personnel of a Sending Party while in the territory of the Receiving Party, to the extent permitted by the laws of the Receiving Party and international law, including where possible permitting the Sending Party to assist in the response to the accident or incident, securing an accident or incident site, and taking custody of any wreckage.

Article 7 – Mortuary Affairs

The death of a member of the Defence Personnel of a Sending Party, or a dependent within the meaning of the Status of Forces Agreement, while in the territory of the Receiving Party (hereinafter referred to as 'the Deceased'), shall be declared by the Sending Party to the Receiving Party. The death of the Deceased shall be certified by a doctor appointed by the Receiving Party who shall issue a certificate. If the Receiving Party orders an autopsy of the Deceased, the Sending Party may nominate a representative to attend the autopsy. As permitted by the Receiving Party, the Sending Party shall have the right to take and retain charge of and make arrangements for the disposition of the remains of the Deceased.

Article 8 – Movement

The Receiving Party shall, subject to its laws and regulations, grant to the vessels and aircraft of the Sending Party ingress to, movement within, and egress from such defined land and sea areas, air space or facilities within its territory for the purpose of Defence Cooperation Activities, including expedited ingress and egress when demanded by an exigency. To the extent permitted by its own laws and regulations, the Receiving Party may grant clearances in advance for ingress and egress to the vessels and aircraft of the Sending Party, as mutually determined by the Parties. Vehicles, vessels, aircraft and Defence Personnel of a Sending Party shall, subject to any restrictions imposed by the Receiving Party, enjoy freedom of movement within the Receiving Party's territory upon receiving clearance for ingress into that territory, or if applicable, on arrival to that territory if the Receiving Party has granted clearance to the Sending Party in advance.

Article 9 – Accompanying Third State Personnel

In circumstances where the Parties have agreed that the Defence Personnel of a Sending Party will be accompanied by defence personnel from a third state, the Parties shall consult to determine the arrangements pursuant to which those personnel will accompany the Sending Party's Defence Personnel.

Annex B
ENHANCED PROVISIONS RELATING TO THE STATUS OF AUSTRALIAN DEFENCE
PERSONNEL CONDUCTING A PARTICULAR DEFENCE COOPERATION ACTIVITY
IN PAPUA NEW GUINEA

Article 1 – General

The provisions of this Annex supersede any of the provisions contained in the Status of Forces Agreement to the extent of any inconsistency.

Article 2 – Entry and Exit

- (1) To expedite the deployment of the Australian Defence Force, Australian Defence Personnel and Assets, Papua New Guinea shall:
- (a) facilitate without delay the entry into, and exit from, the territory of Papua New Guinea of Australian Defence Personnel and Assets;
 - (b) exempt the Australian Defence Force, Australian Defence Personnel and Assets from applicable visa, passport, inspection and tax requirements relating to entry into and exit from the territory of Papua New Guinea;
 - (c) permit Australian Defence Personnel to enter into, and exit from the territory of Papua New Guinea on presentation of valid national identification issued by Australian authorities and collective or individual travel orders; and
 - (d) exempt Australian Defence Personnel from requirements regarding the residence or registration of aliens in Papua New Guinea, provided that such persons shall not acquire any right to permanent residence or domicile in Papua New Guinea.

Article 3 – Import and Export

(1) Subject to paragraph 2 of this Article, Papua New Guinea shall permit the Australian Defence Force and Australian Defence Personnel to import into, and export from, the territory of Papua New Guinea:

- (a) Assets; and
- (b) personal effects of, and items for their personal consumption or use;

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

(2) If Australian Defence Personnel sell personal property (that was imported free of duties, taxes or charges under paragraph 1 of this Article) to persons not entitled to duty-free imports, Papua New Guinea may impose upon the purchaser customs duties, taxes or charges on the sale value.

Article 4 – Composition, Command and Control

(1) Australia shall nominate a member of the Australian Defence Force as head of the Australian Defence Personnel deploying to Papua New Guinea in connection with the Defence Cooperation Activity, and shall notify Papua New Guinea in writing of the appointment.

(2) Australia shall notify Papua New Guinea in writing of the number and nationality of the Australian Defence Personnel deploying to Papua New Guinea in connection with the Defence Cooperation Activity.

(3) The head of the Australian Defence Personnel shall have responsibility for overall management of the Australian Defence Personnel in Papua New Guinea, and for liaising and coordinating with Papua New Guinea in relation to their deployment.

(4) Australia shall have sole responsibility for the internal direction, and the command, control, discipline and administration of Australian Defence Personnel.

Article 5 – Third States

- (1) Australia, with the consent of Papua New Guinea, may invite third states to contribute to the conduct of the Defence Cooperation Activity.
- (2) If this invitation is accepted, Papua New Guinea shall enter into an arrangement with the third state, if no such agreement or arrangement already exists, providing for the rights and obligations to be assumed by that third state and Papua New Guinea in connection with the Defence Cooperation Activity.
- (3) Australia shall make separate arrangements with third states which contribute personnel to the conduct of the Defence Cooperation Activity, including further details in relation to the internal direction, command, control, discipline and administration of third state personnel.

Article 6 – Security

- (1) Australian Defence Force personnel may take such action and use such force as is reasonably necessary to:
 - (a) protect Australian Defence Personnel or other persons, including Australian government personnel;
 - (b) protect public or private property, including property of the Australian government, Australian Defence Personnel and Assets; and
 - (c) achieve the purposes of the Defence Cooperation Activity including by being permitted to exercise the powers and authorities afforded to relevant members of the authorities of Papua New Guinea as consented to and provided for in writing by Papua New Guinea.
- (2) Papua New Guinea shall provide Australian Defence Personnel with all information relevant to their safety and security and the safety and security of their Assets.

Article 7 – Uniform and Carriage of Weapons

- (1) Australian Defence Force personnel may wear their national uniform when on official duty in Papua New Guinea.
- (2) Australian Defence Force personnel may, as permitted by Australia, possess, carry and use weapons and related equipment as required to take action and use force in accordance with Australia's national laws and policies, consistent with international legal obligations and the provisions and purpose of this Treaty.

Article 8 – Movement and Use of Aircraft, Vehicles, and Vessels

- (1) Aircraft, vehicles, and vessels operated by or on behalf of Australian Defence Personnel may enter, exit, and move freely within Papua New Guinea with respect for the relevant rules of air, land, and maritime safety and movement, and where feasible consistent with any relevant arrangements or understandings between the Parties. Such aircraft, vehicles, and vessels shall be free from boarding and inspection without the consent of Australia.
- (2) Papua New Guinea shall grant diplomatic clearances as expeditiously as possible to vessels and aircraft operated by or on behalf of Australian Defence Personnel entering Papua New Guinea and may for the purposes of the Defence Cooperation Activity grant blanket clearances for such vessels and aircraft in accordance with mutually determined procedures.
- (3) Aircraft, vehicles and vessels operated by or on behalf of Australian Defence Personnel shall not be subject to the payment of landing, parking, port fees, compulsory pilotage, navigation or overflight charges, or tolls or other use charges, including lighterage and harbour dues levied in the territory of Papua New Guinea.

Article 9 – Licences and Permits

- (1) The authorities of Papua New Guinea shall accept as valid, without test or fee, a permit or licence issued by Australia to Australian Defence Personnel for the purpose of driving or operating a vehicle, vessel or aircraft.
- (2) Vehicles driven or operated by Australian Defence Personnel for the purpose of the Defence Cooperation Activity shall carry distinctive number plates or markings.
- (3) Papua New Guinea shall accept as valid all professional licenses issued by Australia, or its States or Territories, to Australian Defence Personnel, or other adequate professional qualification accepted by Australian authorities, for the performance by Australian Defence Personnel of official duties while in Papua New Guinea. Papua New Guinea shall also not require Australian Defence Personnel to obtain professional licenses or authorities to practice issued by Papua New Guinea in relation to the performance of their official duties.
- (4) Papua New Guinea shall allow Australian Defence Personnel to import, export, possess, store and operate Assets without obtaining or registering a permit, licence or restriction and free of duties, taxes and charges.

Article 10 – Facilities, Utilities, Local Goods, and Related Matters

(1) With full respect for the sovereignty of Papua New Guinea, and with consultation and consideration of the views of the Parties in relation to the conduct of the Defence Cooperation Activity, Papua New Guinea shall in addition to any Agreed Facilities and Areas and the rights Australia may enjoy in connection with them:

- (a) permit Australian Defence Personnel to access and use facilities and areas in the territory of Papua New Guinea;
- (b) permit Australian Defence Personnel to establish temporary facilities and areas in Papua New Guinea;
- (c) allow Australian Defence Personnel to use water, electricity and other public utilities free of charge;
- (d) permit Australian Defence Personnel to generate, transmit and distribute electricity for their own use free of charge without being subject to regulation or licensing requirements;
- (e) use its best endeavours to provide, or to facilitate the provision of, temporary facilities and areas as requested by Australia for use by Australian Defence Personnel;
- (f) permit and facilitate Australian Defence Personnel to add to or alter temporary facilities and areas provided by Papua New Guinea if necessary at Australia's cost, provided that the temporary facilities and areas shall be returned to their original condition on their return as far as practicable, fair wear and tear excepted, if requested by Papua New Guinea;
- (g) grant exclusive use to temporary facilities and areas used by Australian Defence Personnel as requested by Australia; and
- (h) allow Australia to provide measures for the security of the temporary facilities and areas used by Australian Defence Personnel, including the authority to control entry to those temporary facilities and areas.

Article 11 – Access to and Use of Communications and the Electromagnetic Spectrum

- (1) Australian Defence Personnel shall be allowed without restriction:
 - (a) to install and operate communication systems (including radio and satellite sending and receiving stations and cables) in Papua New Guinea, and to establish the necessary facilities for maintaining such communications;
 - (b) full communications by radio, television, telephone, or other means in Papua New Guinea, including between Agreed Facilities and Areas and Australian temporary facilities and areas and Assets; and
 - (c) access to and use of the electromagnetic spectrum.
- (2) Australia and Papua New Guinea shall consult to determine the use of frequencies in Papua New Guinea by Australian Defence Personnel.

Article 12 – Health

- (1) Papua New Guinea shall:
 - (a) permit Australian Defence Personnel who are medical, nursing or other healthcare staff to treat other Australian Defence Personnel without being subject to registration or licensing requirements in Papua New Guinea;
 - (b) permit Australian Defence Personnel who are medical, nursing, paramedic or other healthcare staff to treat members of the Papua New Guinea Defence Force, the members of any third state defence forces, and the residents of Papua New Guinea without being subject to registration or licensing requirements in Papua New Guinea if necessary for the conduct of the Defence Cooperation Activity;
 - (c) allow the head of the Australian Defence Personnel to take charge of, and repatriate, the body of a member of the Australian Defence Personnel who has died in Papua New Guinea;
 - (d) provide all practicable assistance to Australian Defence Personnel in relation to health and safety issues that may arise; and

- (e) further to Article 3 of this Annex, permit Australian Defence Personnel to import into, export from, and possess, store and use, while in Papua New Guinea without licence, other restrictions or registration and free of customs, duties and taxes and inspection, pursuant to their official duties, any medical and pharmaceutical supplies (including blood products), stores and prescription drugs and medical equipment.

Article 13 – Remittances and Taxation

- (1) Papua New Guinea shall:
 - (a) exempt Australian Defence Personnel from taxation on their pay and other allowances and from any other direct taxes, fees and charges; and
 - (b) allow Australian Defence Personnel to remit pay, allowances and other funds outside Papua New Guinea.

Article 14 – Accidents or Incidents

- (1) The head of the Australian Defence Personnel, or representatives appointed by them, may carry out an investigation into any accident or incident involving Australian Defence Personnel or their Assets in Papua New Guinea.
- (2) The Parties may carry out a joint investigation in relation to any such accident or incident that concerns both Parties.
- (3) Without prejudice to Article 8(3) of this Treaty, the Parties shall cooperate in relation to securing any such accident or incident site, taking custody of wreckage, and collecting and providing evidence, relevant information, and reports.

Article 15 – 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, or Assets, arising out of, or consequent from, the conduct of the Defence Cooperation Activity.

(2) If a third party brings a claim for injury, death, loss or damage arising out of, or consequent from, the conduct of the Defence Cooperation Activity:

- (a) the Party receiving notice of the claim shall inform the other Party as soon as practicable;
- (b) the laws and regulations of the relevant jurisdiction in which the claim is brought will apply;
- (c) the Parties shall assist each other in the collection of evidence in respect of the claim in accordance with their respective laws, regulations and policies; and
- (d) where the Parties mutually determine that the injury, death, loss or damage giving rise to the claim is attributable to either or both Parties, the costs may be shared as mutually determined in writing between the Parties.

(3) Where Australia is responding to a claim brought by a third party as described under Article 15(2) of this Annex, at Australia's request Papua New Guinea shall take all reasonable measures to ensure that any court, tribunal or adjudicator is made aware that Australia was acting in accordance with the conduct of a Defence Cooperation Activity requested or approved by Papua New Guinea.

(4) The Parties shall consult on claims not otherwise covered by this Article.

Annex C
SECURITY, AGREED FACILITIES AND AREAS AND RELATED MATTERS, AND
AUSTRALIAN DEFENCE CONTRACTORS

Article 1 – General – Agreed Facilities and Areas

(1) Agreed Facilities and Areas may be used by the Australian Defence Organisation, Australian Defence Personnel, Australian Defence Contractors, and others as mutually determined for mutually determined activities including: visits, training, exercises, manoeuvres, transit, support and related activities; refuelling of aircraft; landing and recovery of aircraft, including aircraft that may conduct intelligence, surveillance, and reconnaissance activities; bunkering of vessels; maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies and materiel; Defence Cooperation Activities; joint and combined training activities; humanitarian and disaster relief; contingency operations; and other activities as mutually determined by the Parties. Such Agreed Facilities and Areas, or portions thereof, may be designated as either for exclusive use by the Australian Defence Organisation, or for joint use by the Australian Defence Organisation and Papua New Guinea.

(2) Papua New Guinea shall furnish, without rental or similar costs to Australia, all Agreed Facilities and Areas, including those used jointly by the Australian Defence Organisation and Papua New Guinea.

(3) In making available and in the use of Agreed Facilities and Areas, the Parties shall give due regard to operational and security concerns. The Parties shall establish mutually determined procedures between the Australian Defence Organisation and the Papua New Guinea Defence Organisation or other appropriate authorities of Papua New Guinea regarding such operational and security concerns at Agreed Facilities and Areas.

(4) The Australian Defence Organisation is authorised to control entry to Agreed Facilities and Areas, or portions thereof, which have been provided for exclusive use by the Australian Defence Organisation, and to coordinate entry with the Papua New Guinea Defence Organisation or other appropriate authorities of Papua New Guinea at Agreed Facilities and Areas provided for joint use by the Australian Defence Organisation and Papua New Guinea, for the purposes of safety and security.

(5) In coordination with the Papua New Guinea Defence Organisation or other appropriate authorities of Papua New Guinea, the Australian Defence Organisation and Australian Defence Contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas. The Papua New Guinea Defence Organisation shall facilitate the efforts of the Australian Defence Organisation in these construction activities by obtaining, without cost to the Australian Defence Organisation or Australian Defence Contractors, the necessary Papua New Guinean authorisations and permits for such construction, alterations, and improvements, performed by or on behalf of the Australian Defence Organisation.

(6) The Australian Defence Organisation shall be responsible for the operation and maintenance, construction, and development costs of Agreed Facilities and Areas that are provided for the exclusive use of the Australian Defence Organisation, unless otherwise mutually determined in writing. The Parties shall be responsible on the basis of their proportionate use for the operation and maintenance, construction, and development costs of Agreed Facilities and Areas provided for joint use by the Australian Defence Organisation and Papua New Guinea, unless otherwise mutually determined in writing.

(7) Papua New Guinea shall facilitate the secure and unconstrained movement of Australian Defence Personnel and Australian Defence Contractors between Agreed Facilities and Areas and aerial port and seaport points of entry and departure from the territory of Papua New Guinea.

(8) The Parties shall cooperate on long-term planning regarding the use and development of Agreed Facilities and Areas and the areas around and adjacent to Agreed Facilities and Areas.

(9) Papua New Guinea shall not, without the consent of Australia, permit any third party state or entity to access or use any Agreed Facility and Area or augment or improve any Agreed Facility and Area.

(10) The Parties shall mutually determine any third party access to or use of an establishment, facility or area in the vicinity of an Agreed Facility and Area that would impact the mutually determined use of that Agreed Facility and Area.

Article 2 – Prepositioning and Storage of Equipment, Supplies and Materiel

(1) The Australian Defence Organisation may transport, preposition, store and remove defence equipment, supplies, and materiel ('prepositioned materiel') at Agreed Facilities and Areas, and at other locations as mutually determined by the Parties. The prepositioned materiel of the Australian Defence Organisation and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of the Australian Defence Organisation, unless otherwise mutually determined by the Parties in writing. The Australian Defence Organisation shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to move or remove such prepositioned materiel at any time within or from the territory of Papua New Guinea.

(2) Australian Defence Personnel and Australian Defence Contractors shall have unimpeded access to and use of storage facilities for all matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, decommissioning and removal of such prepositioned materiel, regardless of whether these storage facilities are located within any of the Agreed Facilities and Areas. Aircraft, vehicles, and vessels operated by or for the Australian Defence Organisation shall have access to aerial ports, seaports and public road infrastructure in the territory of Papua New Guinea and other locations, as mutually determined, for the delivery to, storage and maintenance in, movement within and removal from the territory of Papua New Guinea of Australian Defence Organisation prepositioned materiel.

Article 3 – Property Ownership

(1) All existing buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by the Australian Defence Organisation, shall remain the property of Papua New Guinea. All such buildings, structures and assemblies constructed by the Australian Defence Organisation shall become the property of Papua New Guinea, once constructed, but shall be used by the Australian Defence Organisation until no longer needed by the Australian Defence Organisation.

(2) The Australian Defence Organisation shall return as the sole and unencumbered property of Papua New Guinea any Agreed Facility and Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by or for the Australian Defence Organisation, once no longer needed by the Australian Defence Organisation provided that the Australia Defence Organisation shall incur no expense to do so. The Parties shall consult regarding the terms of return of any Agreed Facility and Area, including any contribution for the residual value of improvements or construction made by the Australian Defence Organisation.

(3) The Australian Defence Organisation and Australian Defence Contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Papua New Guinea in connection with this Treaty.

Article 4 – Security

(1) Within its means and capabilities, Papua New Guinea shall take reasonable measures as are necessary to ensure, while they are within the territory of Papua New Guinea, the protection, safety, and security of Australian Defence Personnel and Australian Defence Contractors, and the protection and security of Australian property and official Australian information, including from seizure or conversion for the benefit of any party other than Australia. In furtherance of this responsibility, the Parties shall cooperate closely to ensure that such protection, safety, and security are provided.

(2) Papua New Guinea recognises the inherent right and obligation of Australian Defence Force commanders within the territory of Papua New Guinea to ensure the security and safety of personnel and equipment under their supervision and understands that Australian Defence Force personnel have an individual right of self-defence consistent with Australian law.

(3) Papua New Guinea hereby authorises the Australian Defence Force to exercise all rights and authorities necessary for the Australian Defence Organisation's use, operation, defence, or control of Agreed Facilities and Areas, including taking appropriate measures to protect Australian Defence Personnel and Australian Defence Contractors. The

Australian Defence Organisation shall coordinate force protection plans with the Papua New Guinea Defence Organisation or other appropriate authorities of Papua New Guinea.

(4) Papua New Guinea retains primary responsibility for security outside of Agreed Facilities and Areas.

(5) The Parties agree Papua New Guinea's critical infrastructure plays a key role in facilitating the purposes of this Treaty, including interoperability. The Parties shall mutually determine any involvement in or contribution to that critical infrastructure by others that may compromise the Parties' ability to implement this Treaty.

Article 5 – Australian Defence Contractors

(1) Australian Defence Contractors may enter and exit the territory of Papua New Guinea in connection with Defence Cooperation Activities subject to the requirements of this paragraph. Papua New Guinea shall authorise entry into and exit from the territory of Papua New Guinea for Australian Defence Contractors holding only a valid national passport and a certificate issued by the Australian Defence Organisation noting that the holder is an Australian Defence Contractor. Australian Defence Contractors shall be exempt from regulations on registration and control of aliens, but shall not be considered as thereby acquiring any right to permanent residence or domicile in Papua New Guinea.

(2) Papua New Guinea shall accept as valid, without a driving test or fee, a driving permit or licence issued by Australia to Australian Defence Contractors for the purpose of driving vehicles in connection with Defence Cooperation Activities.

(3) Australian Defence Contractors shall be exempt from the payment of any taxes, duties or fees associated with their entry into or exit from the territory of Papua New Guinea, including any taxes, duties or fees that may apply to the import and export of equipment, stores, materiel or items associated with their conduct of Defence Cooperation Activities. Australian Defence Contractors shall also be exempt from any duties or taxes that may apply to any equipment, stores, materiel or items acquired in the territory of Papua New Guinea for the purpose of Defence Cooperation Activities. The Parties may mutually determine an implementing arrangement in connection with this paragraph.

(4) Australian Defence Contractors with current and valid professional, technical or trade licences and qualifications issued or recognised by Australian authorities shall not be required by Papua New Guinea to obtain any permission (whether in the form of registration, licence or otherwise) to conduct Defence Cooperation Activities.

(5) The Australian Defence Organisation may solicit, award, and administer contracts, in accordance with the laws and regulations of Australia, for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in Papua New Guinea, with full respect for Papua New Guinean law, without restriction as to the choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Papua New Guinea maintains the right to exercise criminal and civil jurisdiction over Australian Defence Contractors.

(6) Other than for taxes and duties for which provision is made under this Treaty, the liability for taxes and duties of Australian Defence Contractors shall be governed by any applicable agreement in force between the Parties in relation to such taxes or duties that has been implemented under the laws of both Parties, including any agreement between the Parties for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income.

(7) The Australian Defence Organisation shall strive to use Papua New Guinean suppliers of goods, products, and services, including Papua New Guinean workers and Papua New Guinean commercial enterprises, to the greatest extent practicable, in accordance with Australian laws and regulations.