

AGREEMENT BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

REGARDING

THE PROVISION OF MUTUAL LOGISTICS SUPPORT

BETWEEN

THE AUSTRALIAN DEFENCE FORCE

AND

THE FRENCH ARMED FORCES

THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE FRENCH REPUBLIC (hereinafter referred to as the “Parties”);

HAVING REGARD to their historical friendly relationship;

RECOGNISING the development of that relationship through the *Agreement between the Government of Australia and the Government of the French Republic regarding Defence Cooperation and Status of Forces*, done at Paris, on 14 December 2006;

WISHING to facilitate defence relationships between the Parties through increased logistics cooperation;

NOTING the *Agreement between the Government of Australia and the Government of the French Republic regarding the Exchange and Reciprocal Protection of Classified Information*, done at Paris, on 7 December 2016;

DESIRING to set forth basic terms, conditions and procedures to facilitate the reciprocal provision of logistics support;

HAVE AGREED as follows:

ARTICLE 1 PURPOSE

1. This Agreement between the Government of Australia and the Government of the French Republic regarding the Provision of Mutual Logistics Support between the Australian Defence Force (ADF) and the French Armed Forces, hereinafter referred to as the ‘Agreement’, is entered into for the purpose of establishing basic terms, conditions and procedures to facilitate the provision and receipt of logistics supplies and services, and is based on the principle of reciprocity.
2. This Agreement shall apply to the Australian Defence Force and the French Armed Forces, wherever those Forces may be in the world.

ARTICLE 2 DEFINITIONS

1. “Logistics Support” means food, water, billeting, transportation of personnel and equipment and related services, petroleum, oils, lubricants, communication services, medical services, base operations support (and minor works incident thereto), storage services, temporary use of facilities, training services, common spare parts and components, and airport and seaport services.
2. “Information” means all information and material (including documents, material, equipment, computer software and other items in any other form or any reproduction or translation of such Information or material) regardless of whether it is transmitted orally, visually, in writing, through the handing over of material or in any other form or manner.
3. “Requesting Party” means the Party ordering and receiving Logistics Support.
4. “Supplying Party” means the Party providing Logistics Support.

5. “Contractor” means any person or entity that is not a Party, who is engaged by a Party on a commercial basis to provide goods or services to the other Party.
6. “Invoice” means a document from the Supplying Party which requests reimbursement or payment for specific Logistics Support rendered pursuant to this Agreement, any applicable Written Supplementary Arrangements or Standard Operating Procedure (SOP).
7. “Mutual Logistics Support Order, Receipt or Invoice Form” (MLS Form) means a form of the type attached at Annex B, TAB 1.
8. “Order” means a request for the provision of specific Logistics Support pursuant to the Agreement, any Written Supplementary Arrangements or SOP signed by a properly authorised official in accordance with the Agreement.
9. “Unit Price” means the price paid at procurement. This does not include any additional on-costs such as administrative overheads or handling charges.

ARTICLE 3 GENERAL PROVISIONS

1. This Agreement shall apply to the reciprocal provision of Logistics Support between the armed forces of the Parties during combined exercises, training, operational deployments, unexpected events or other cooperative efforts in accordance with the principles and procedures detailed in this Agreement and any Written Supplementary Arrangements or SOP.
2. Each Party shall request Logistics Support from the other Party only if it is unable to obtain such support through its own military channels or from local resources. The provision of support by the Supplying Party shall be subject to prior acceptance, taking into account the availability of the supply requested. Such provision shall in no way infringe the national needs of the Supplying Party.
3. Orders may be placed or accepted only by the services of each Party identified in Article 4, paragraphs 5 (a) and (b).
4. In all transactions involving the provision of Logistics Support, the Requesting Party acknowledges that such Logistics Support shall not be provided, either temporarily or permanently, by any means to any recipient other than the defence force or other government agencies of the Requesting Party without the prior written consent of the Supplying Party.
5. Medical support: The Requesting Party shall have access, on a reciprocal basis, to the military medical services of the Supplying Party and under the same conditions as those that are applicable to the Supplying Party’s military personnel. If the military medical services of the Supplying Party cannot deal with the need of the Requesting Party’s military personnel within existing resources, the Supplying Party shall do its best efforts to facilitate access to the civilian medical services of the Supplying Party at the Requesting Party’s own expenses.
6. The Parties acknowledge that the following items shall not be provided under this Agreement and are specifically excluded from its coverage:
 - (a) weapons or weapon systems,

- (b) major end items of equipment, except for the lease or loan of general purpose vehicles and other items of non-lethal military equipment,
- (c) missiles and guided munitions,
- (d) any items the transfer of which is prohibited by the Parties' laws or regulations.

7. The provision of Logistics Support between the Parties shall be conducted pursuant to the laws and regulations of the Parties and in accordance with international law.

8. Each Party shall make its best efforts, consistent with its national priorities, laws and regulations, and in accordance with international law, to comply with Orders from the other Party under the Agreement.

9. The Parties acknowledge that the provision of Logistics Support between the Parties shall be accomplished by Orders issued and accepted under the Agreement, any applicable Written Supplementary Arrangements or SOP.

10. The Parties shall closely consult with each other regarding the implementation of this Agreement, any Written Supplementary Arrangements or SOP.

ARTICLE 4 WRITTEN SUPPLEMENTARY ARRANGEMENT OR SOP

1. SOP may be negotiated on the part of the ADF by Headquarters Joint Operations Command (HQJOC), Fleet, Forces Command, Air, and Special Operations (SO) Headquarters, the Service Headquarters (Navy, Army, Air Force) and Joint Logistics Command (JLC), and on the part of the French Armed Forces by the Joint Defense Staff, or by the Armed Forces in New Caledonia (FANC) where SOP pertain only to interaction between the ADF and the FANC.

2. Written Supplementary Arrangements may be negotiated on the part of the Australian Defence Force by Headquarters Joint Operations Command (HQJOC), Fleet, Forces Command, Air, and Special Operations (SO) Headquarters, the Service Headquarters (Navy, Army, Air Force) and Joint Logistics Command (JLC), and on the part of the French Armed Forces by Joint Defense Staff.

3. Whether the provision of Logistics Support is accomplished by an Order under the Agreement alone or in conjunction with a Written Supplementary Arrangement or SOP, the documents taken together shall set out all necessary details and provisions to carry out the Order.

4. Due to specific administrative and payment procedures in the French Armed Forces, any petroleum, oils and lubricants provision Order has to be made separately from the rest of Logistics Support provision Orders.

5. A Written Supplementary Arrangement or SOP shall identify those personnel authorised to issue and accept Orders under a Written Supplementary Arrangement or SOP, in which the Parties shall notify each other of specific authorisations or limitations on those personnel able to issue or accept Orders directly under the Agreement or under Written Supplementary Arrangements or SOP when the Written Supplementary Arrangements or SOP does not state this Information by an appointment letter (a sample appointment letter is at Annex B, TAB 4).

- (a) In the case of Australia, such notifications shall be forwarded directly to:

Director Finance (J05 FIN)
HQ Joint Operations Command
Department of Defence
ACT
AUSTRALIA

- (b) In the case of France, such notifications shall be forwarded directly to:

État-Major des Armées
CPCO/J4
Paris
FRANCE

6. A modification of the points of contact identified in Article 4, paragraphs 5(a) and (b) shall be notified by the relevant Party to the other Party.

ARTICLE 5 FINANCIAL ARRANGEMENTS

1. In all cases, the Unit Price of the equipment and services supplied to the Requesting Party shall be determined by the Supplying Party in accordance with price lists applicable to its own armed forces at the time of supply. The calculations shall include all relevant costs required by applicable national laws, regulations, including applicable taxation laws and procedures, and by virtue of any applicable Written Supplementary Arrangements or SOP, where appropriate. If necessary, advance Information on the cost of the service requested may be obtained through consultation between the Parties.

2. The Parties shall mutually determine payment for Logistics Support either in cash in the currency specified by the Supplying Party (Reimbursable Transaction); payment in kind (Exchange in Kind Transaction); or exchange for equal value (Exchange for Equal Value Transaction). The Requesting Party shall pay the Supplying Party under the conditions set out in either paragraphs 3, 4 or 5 below. Both Parties shall maintain records of all transactions. Such decision shall be jointly decided upon, through the MLS Form, prior to the procurement of the support. Should that not be the case, and should the Parties fail to reach an agreement after the support has been procured, it shall be paid for in cash in accordance with paragraph 3 below.

3. Reimbursable Transaction. The Supplying Party shall submit a MLS Form as supporting documentation for an Invoice to the Requesting Party after provision of the Logistics Support. The Requesting Party shall endeavour to pay outstanding balances within 60 days from the date of receipt of the Invoice and supporting MLS Form. If no payment is made within one calendar year from the date of receipt of the Invoice and supporting MLS Form, the Supplying Party may charge the Requesting Party a penalty fee, to be calculated according to the Supplying Party's national regulations, when applicable. In pricing a reimbursable transaction, the Parties acknowledge that the following principles shall apply:

- (a) In the case of specific acquisition by the Supplying Party of Logistics Support from its Contractors for the Requesting Party, the price shall be no less favourable than

the price charged by the Contractor to the armed forces of the Supplying Party for identical items or services, minus any amounts excluded by Article 6 of the Agreement. The price charged may take into account differences due to delivery schedules, points of delivery, and other similar considerations.

- (b) In the case of provision of Logistics Support from the Supplying Party's own resources, the Parties shall mutually accept a price before such provision.
- (c) Following each activity involving the provision of Logistics Support, the Parties shall jointly decide on the total of all reimbursable supplies provided during that activity. No payment shall be due other than the outstanding balance paid by the indebted Party.

4. Exchange in Kind Transaction. The Requesting Party shall exercise payment in kind by providing to the Supplying Party Logistics Support that is identical or substantially the same as the Logistics Support provided by the Supplying Party and which is acceptable to the Supplying Party. If the Requesting Party does not complete the exchange within the terms of a replacement schedule either mutually determined or in effect at the time of the original transaction, within time frames which may not exceed ninety (90) days from the date of the original transaction, the transaction shall be deemed reimbursable and governed by Article 5 paragraph 3 of the Agreement. In this case the price shall be established using actual or estimated prices in effect on the date the payment in kind was to take place and an Invoice shall be submitted within one hundred and eighty (180) days of the transaction being deemed reimbursable.

5. Exchange for Equal Value Transaction. The term "equal value" means Logistics Support defined in monetary terms using actual or estimated prices in effect at the time a transaction is approved. If the Requesting Party does not complete the exchange within the terms of a replacement schedule either mutually determined or in effect at the time of the original transaction, within time frames which may not exceed ninety (90) days from the date of the original transaction, the transaction shall be deemed reimbursable and governed by Article 5 paragraph 3 of the Agreement. In this case the price shall be established using actual or estimated prices in effect on the date the payment of equal value was to take place. An Invoice shall be submitted within one hundred and eighty (180) days of the transaction being deemed reimbursable.

6. When a definitive price for the required Logistics Support is not mutually determined in advance, the MLS Form, pending determination of a final price, shall set out a maximum price for the Requesting Party, including goods and services tax or value added tax where applicable. The Parties shall then promptly enter into negotiation to establish the final price.

7. The Parties shall grant each other access to documentation and Information sufficient to verify, when applicable, that pricing principles in accordance with this Agreement have been followed and prices do not include waived or excluded costs. The identified services noted at Article 4, paragraphs 5 (a) and (b) are the primary points of contact for financial issues.

8. No provision in this Agreement shall serve as a basis for an increased charge for Logistics Support if such Logistics Support would be available without charge or for a lesser charge under the provisions of another agreement or arrangement.

9. Loan of Equipment. The loan of equipment shall be as mutually determined in writing and rental fees may be charged. The Supplying Party may also recover incidental costs for additional expenses incurred as a result of the loan. These incidental costs can include transportation, packaging, loss, damage beyond fair wear and tear, repairs, laundering and any preparatory work required to adapt the material to the requirements of the borrower and upon return of the material,

to restore it to its original condition.

10. The Requesting Party shall be responsible for arranging collection and transportation of Orders.

ARTICLE 6 TAXES AND CUSTOMS DUTIES

1. The Parties shall assist each other in all administrative and technical procedures necessary for compliance with customs and tax procedures.

2. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavour to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with the Logistics Support carried out under this Agreement.

3. Each Party will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favourable to the efficient and economical conduct of the Logistics Support carried out under this Agreement or its Written Supplementary Arrangements or SOP.

ARTICLE 7 CLAIMS

1. When the provision and receipt of logistics supplies and services takes place in the territory of one or both of the Parties, claims shall be resolved in accordance with the process set out in Annex 2 of *the Agreement between the Government of Australia and the Government of the French Republic regarding Defence Cooperation and Status of Forces*.

2. Where the process set out in Annex 2 of the *Agreement between the Government of Australia and the Government of the French Republic regarding Defence Cooperation and Status of Forces* does not apply, claims arising under this Agreement shall be dealt with as follows:

- (a) Each Party shall waive all claims against the other Party and against its personnel for injury or death to its personnel and for loss or damage to its property arising from any act or omission in the performance of official duties in connection with this Agreement.
- (b) Each Party shall be responsible, in accordance with its laws and regulations, for settling third party claims for injury, death, loss, or damage done by the said Party or its personnel in the performance of official duties in connection with this Agreement. Where both Parties are jointly responsible for, or contributed to injury, death, loss, or damage caused by an act or omission arising out of the performance of official duties in connection with this Agreement, the cost of settling such claims shall be shared between the Parties as mutually agreed.
- (c) Where the damage was caused by the Parties and it is not possible to attribute it

specifically to one Party or the other one, the cost of settling such claims shall be shared equally between the Parties.

- (d) Where the Parties mutually determine that a claim arose out of the gross negligence or wilful misconduct of a member of its armed forces or civilian personnel, the Party to whom that member belongs shall be solely responsible for the costs of handling and settling that claim.

3. Contractual claims shall be resolved in accordance with the provisions of the relevant contract.

ARTICLE 8 SECURITY OF CLASSIFIED INFORMATION

All classified Information or material provided or generated under this Agreement or any Written Supplementary Arrangements or SOP shall be used, stored, handled, transmitted and safeguarded in accordance with the *Agreement between the Government of Australia and the Government of the French Republic regarding the Exchange and Reciprocal Protection of Classified Information*, or any successor agreement.

ARTICLE 9 SETTLEMENT OF DISPUTES

The Parties shall amicably resolve any dispute through mutual consultation or negotiations regarding the interpretation or application of the provisions in this Agreement, any Written Supplementary Arrangements, SOP or transactions executed hereunder.

ARTICLE 10 FINAL PROVISIONS

1. This Agreement shall enter into force on the date that both Parties have notified each other in writing, through diplomatic channels, that the domestic procedures necessary for the entry into force of this Agreement have been concluded. This Agreement shall remain in force for a period of ten years, and shall thereafter be automatically extended for successive periods of ten years each.

2. This Agreement may be terminated by the mutual written agreement of the Parties. Alternatively, either Party may terminate this Agreement by providing one hundred and eighty (180) days written notice to the other Party of its intent to terminate. If this Agreement is terminated, the Parties shall continue to participate up to the effective date of termination. Termination of this Agreement shall automatically terminate any Written Supplementary Arrangements or SOP made pursuant to it.

3. Notwithstanding the termination of this Agreement, any Written Supplementary Arrangements or SOP, all provisions conferring rights or imposing obligations on the Parties concerning claims, the security of classified Information, settlement of disputes and the sale, supply, transfer and payment for provision of Logistics Support shall remain in force, provided such rights or obligations arose prior to termination.

4. This Agreement may be amended at any time by the written agreement of the Parties. Amendments shall enter into force in accordance with the conditions set out in Article 10.1.

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

DONE at _____, this _____ day of _____ two thousand and _____, in duplicate, in the English and French languages, both being equally authoritative.

**FOR THE GOVERNMENT OF
AUSTRALIA**

**FOR THE GOVERNMENT OF THE
FRENCH REPUBLIC**

LIST OF ANNEXES

ANNEX A - Minimum Essential Data Elements

ANNEX B - Standard Order Form and Instructions for Completion

ANNEX A
MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Written Supplementary Arrangements number and SOP number, if any
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of supplies / services requested
- 6) Quantity furnished
- 7) Unit of measurement
- 8) Unit price in currency of billing country
- 9) Quantity furnished (6) multiplied by Unit Price (8)
- 10) Currency of billing country
- 11) Total Order amount expressed in currency of billing country
- 12) Name (typed or printed), signature, and title of authorised ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging supplies or services received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organisation
- 18) Issuing organisation
- 19) Transaction type
- 20) Fund citation or certification of availability of funds when applicable under Parties' procedures
- 21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including date and place of replacement transfer
- 22) Name, signature and title of authorised acceptance official
- 23) Additional special requirements, if any, such as transportation, packaging, configuration etc.
- 24) Limitation of government liability, if any
- 25) Name, signature, date and title of Supplying Party official who issues supplies or services

ANNEX B
STANDARD ORDER FORM AND INSTRUCTIONS FOR COMPLETION

- TAB 1 - Standard Order Form
- TAB 2 - Instructions for Completing Form
- TAB 3 - Procedures for Request
- TAB 4 - Sample Appointment Letter

TAB 1 – Standard Order Form

Distribution / Liste de diffusion		A. REQUEST / DEMANDE - RETURN / RESTITUTION				C. INVOICE / FACTURE			
1. Requisition Number / N° de la demande		4. From / De (demanding party / demandeur)		5. Nation / Pays		22. Invoicing authority / Service de facturation			
		6. To / À (providing party / fournisseur)		7. Nation(s) / Pays					
2. Support agreement / Accord sur lequel repose la demande		8. Time and place of delivery requested / Lieu et date de livraison demandés		9. Receiving party / Destinataire		23. Invoice number / N° de la facture / Date		24. Transaction code / Code de la Transaction	
						25. Transportation document No / N° du document de transport		26. Account No / N° de compte	
3. Means of transport / Aircraft/Vehicle/Ship Moyens de transport aéronef/véhicule/bâtiment		10. Name / Nom, rank / grade, signature		Date					
N°	NATO Stock No* / N° de nomenclature OTAN*	Description	Measure unit / Unité de mesure	Quantity Requested Quantité demandée	Quantity delivered / Quantité livrée	Unit price / Prix unitaire	Total	Attachments and vouchers / Pièces jointes et pièces justificatives	
11.	12.	13.	14.	15.	27.	28.	29.	30.	
16. Other costs / Autres frais						31. Total amount claimed / Total de la facture		32. Currency / Devise	
17. Method of compensation / Mode de compensation		Cash / Paiement comptant <input type="checkbox"/>	Deferred reimbursement / Paiement différé <input type="checkbox"/>	Replacement in kind / Remboursement en nature <input type="checkbox"/>		33. Payable to / Payable à			
18. Authorisation by official of issuing part / Authorisation du représentant officiel du délivreur Name / Nom, rank / grade, signature		19. Agreed date of return / Date de redistribution convenue		Account No / N° de compte					
				For / En règlement de					
B. ACKNOWLEDGEMENT OF RECEIPT / ACCUSÉ DE RÉCEPTION						I certify that the amount invoiced is exclusive of all taxes for which exemption has been granted under provision of existing agreements and that the invoice is correct. Je certifie l'exactitude de la présente facture : son montant n'inclut aucune des taxes dont l'exactitude est accordée en vertu d'accords en vigueur			
20. Receipt, accepted / Reçu en bonne et due forme Place and date / Lieu et date		Name / Nom, rank / grade, signature		21. Transportation / Transport					
				<input type="checkbox"/>	<input type="checkbox"/>	34. Name / Nom, rank / grade, signature			
				Free of Charge / À titre gratuit	With charge / À titre onéreux				

* or NATO Ammunition Demand / Reporting Code (NARC) / ou
Code OTAN de compte rendu / demande de munitions (NARC)

TAB 2 – Instructions for Completing Form

**MUTUAL LOGISTICS SUPPORT ORDER/RECEIPT FORM
EXPLANATION OF ENTRIES**

1.	Requisition Number:	Completed by Requesting Party (Requisition Number).
2.	Support agreement:	Identify support agreement being cited as authority to initiate request.
3.	Means of transport:	Insert type of aircraft/vehicle/ship and registration/hull number and Home.
9.	Receiving party:	Fill in only if not identical with Requesting Party listed in block 4.
16.	Other costs:	Insert additional costs such as transport, packing, fees, customs, etc.
17.	Method of compensation:	Important note: if Replacement-in-kind (equal value replacement) is not provided, actual costs are filled in blocks 16, 8, 29 by the Invoicing Unit and a copy is forwarded to the Accounting Unit for cash payment.
20.	Receipt accepted:	The signature in this block certifies the quantity of its items received and does not imply a waiver of the right to warranty claims, if appropriate.
21.	Transportation:	If “with charge” box is checked, fill in the actual costs in block 16.
22.-26.	Invoice:	Completed by the invoicing authority.
32.	Payable to:	Costs are usually displayed in the currency of the Providing Party.
33.-35.	Issuing Individual:	Completed by the Invoicing Unit.

TAB 3 - Procedures for Request

PROCEDURES FOR EXECUTING A MUTUAL LOGISTICS SUPPORT ORDER/RECEIPT/INVOICE FORM (MLS FORM)

1. Transactions will be initiated by the Requesting Party who shall:
 - a. complete Blocks 1, 2, 4, 6, 8, 10, 12-15, 17, 18, 24, 28, 30; and
 - b. send a minimum of two copies to the potential supplier.
2. If support will be provided, the Supplying Party shall:
 - a. check with the Requesting Party that the price is acceptable;
 - b. complete Blocks 17 (agreed), 28-30, 33; and
 - c. return two copies of the MLS Form to the Requesting Party.
3. If partial support will be provided, the Supplying Party shall check with the Requesting Party that the quantity and price is acceptable, and then proceed as for paragraph 2.
4. If support will not be provided, the Supplying Party shall complete Block 30 with a short statement explaining why support will not be provided.
5. Following completion of Block 18, authorising the support, the Supplying Party shall forward the MLS Form to the issuing individual (Supplying Party's agent) who shall complete Blocks 27, 29, 31, issue the support, and obtain a receipt from the Requesting Party in Block 20.
6. After delivery/receipt is finalised, copies of the MLS Form, completed to Block 20, shall be retained by both the Requesting and Supplying Parties' agents for internal distribution as required. The Supplying Party shall send a copy of the MLS Form to the Requesting Party as an Invoice.

TAB 4 – Sample Appointment Letter

SAMPLE APPOINTMENT LETTER

DATE:

MEMORANDUM FOR:

FROM:

SUBJECT: Authorised Officials Appointment Letter

In accordance with authority delegated to this office by the Commander (Component) and AS-FR Written Supplementary Arrangement, you are hereby authorised to order for and sign receipts for Logistics Support on behalf of the (component / unit).

NAME/RANK OFFICE LOCATION PHONE E-MAIL

NAME
COMMANDER
ORGANISATION / UNIT

The appointment letter will be distributed as follows:

HQ Joint Operations Command
French J4/Joint Staff
ADF Component
French Component
Appointee