

I express strong concerns about the broad parameters of this document.

The serious nature of the contents of this treaty deserves adequate financial and security protections for Australia which are lacking as it stands now.

- Within the present document that outlines the procurement by Australia of nuclear powered submarines from the US and the UK, the following clauses need to contain detailed information that foreseeably protect Australia from future unreasonable claims by the US and the UK.
- Article IV C I propose that any prices of Special Nuclear Material that do not have a market price should be decided by Australia, US and UK – not only by US and UK as currently exists in the agreement.
- Any of the three countries is at liberty to end the deal with 12 months notice.

I propose that the consequences and subsequent liabilities following an exit should be explicitly stated:

such that a clause be added to the agreement that provides for reasonable and adequate financial compensation to Australia for irredeemable costs incurred until this point.

- Furthermore, Australia should not be liable to indemnify the US for “liability, loss, costs, damage or injury” relating to any of the nuclear submarines.  
The clause should state “**may be** liable for loss, costs, damage or injury to any of the US nuclear submarines only if it can be unequivocally proven negligence by Australia was involved”. To not state this is egregious.
- The extreme length of time for this Agreement is unacceptable: it is realistic that unforeseen events / actions could occur within the next 51 years and unforeseeable financial demands on Australia could be made.

I propose that the time limit for this Treaty be reduced to 35 years.