

Documents tabled on 20 August 2009:

National Interest Analysis [2009] ATNIA 18

with attachment on consultation

**Agreement between the Government of Australia and the Government of
Jersey for the Exchange of Information with Respect to Taxes,
done at London on 10 June 2009
[2009] ATNIF 14**

NATIONAL INTEREST ANALYSIS: CATEGORY 2 TREATY

SUMMARY PAGE

**Agreement between the Government of Australia and the Government of
Jersey for the Exchange of Information with Respect to Taxes,
done at London on 10 June 2009
[2009] ATNIF 14**

Nature and timing of proposed treaty action

1. The proposed treaty action is to bring the *Agreement between the Government of Australia and the Government of Jersey for the Exchange of Information with Respect to Taxes* (the Agreement) into force. Pursuant to Article 11, the Agreement will enter into force when both Australia and Jersey have notified each other in writing that their necessary internal procedures have been completed.
2. The Agreement will then have effect:
 - from the date of entry into force, with respect to criminal tax matters; and
 - from the date of entry into force with respect to civil tax matters, but only relating to taxable periods beginning on or after that date or, where there is no taxable period, charges to tax arising on or after that date.

Overview and national interest summary

3. The key objective of the Agreement, commonly referred to as a tax information exchange agreement (TIEA), is to establish a legal basis for the exchange of tax information relating to certain persons between the Governments of Australia and Jersey.
4. Jersey is a British Crown Dependency, located in the English Channel. It has a low-tax structure and is an internationally recognised offshore financial centre. Jersey has an entrustment from the United Kingdom to negotiate and sign a TIEA with Australia.
5. Detailed information on the level and type of economic activity between Australia and Jersey is not available. However, as discussed in paragraph 12, available data indicates a significant amount of funds flow between Australia and Jersey.
6. The Agreement will help Australia protect its revenue base by allowing the Commissioner of Taxation to request and receive certain information held in Jersey, and will help improve the integrity of the tax system by discouraging tax evasion. The Agreement also incorporates a number of important safeguards to protect the legitimate interests of taxpayers, including requirements in relation to confidentiality and legal privilege.
7. This Agreement is the sixth of its kind for Australia (see attached Background Information for a list of other countries with whom Australia has concluded TIEAs) and is a part of Australia's efforts to conclude TIEAs with jurisdictions that have committed to work with Organisation for Economic Cooperation and Development (OECD) member countries to improve transparency and establish effective procedures for the exchange of tax information.

Reasons for Australia to take the proposed treaty action

8. This Agreement, alongside TIEAs with other countries, is an important tool in Australia's efforts to combat offshore tax evasion. The Agreement provides for the effective exchange of information between Australia and Jersey, which will promote fairness and enhance Australia's ability to administer and enforce its domestic tax laws.

9. The Agreement is part of Australia's ongoing commitment to the OECD's work on eliminating harmful tax practices that contribute to international tax avoidance and evasion. Australia has taken a leadership role in this work, including by hosting the OECD Global Forum on Transparency and Exchange of Information in Melbourne in November 2005, which was attended by 55 OECD member countries and non-OECD jurisdictions.

10. Since 2002, more than 40 low-tax jurisdictions, including Jersey, have publicly committed to the implementation of OECD standards of transparency and information exchange for tax purposes, which have been endorsed by both the United Nations and the G-20. These standards, when implemented, ensure the availability of information needed by tax authorities to determine a taxpayer's correct tax liability. TIEAs are the key bilateral means that facilitate the provision of such information by low-tax jurisdictions.

11. In April 2002, the OECD released a model TIEA to facilitate negotiations between OECD member countries and committed jurisdictions. In October 2003, the then Australian Treasurer approved an Australian model TIEA which is closely aligned to the OECD model. This Agreement with Jersey essentially follows the format of the Australian model TIEA.

12. Data held by the Australian Transaction Reports and Analysis Centre (AUSTRAC) indicates a significant flow of funds between Australia and Jersey. While most financial flows to and from low tax jurisdictions are legitimate, the legal frameworks and systems that make low tax jurisdictions attractive for legitimate purposes may also be used in arrangements designed to evade paying tax elsewhere. In particular, the use of secrecy laws to conceal assets and income that are subject to Australian tax is of concern to Australia.

13. It is in Australia's interest to develop a network of TIEAs with low-tax jurisdictions. This Agreement, along with future TIEAs, will make it harder for taxpayers to avoid or evade Australian tax and discourage those taxpayers from participating in illegitimate tax arrangements by increasing the probability of detection. This will help Australia protect its revenue base and improve the integrity of the tax system while enhancing Jersey's reputation as a location for legitimate business activity.

14. Jersey's commitment to implement this Agreement is a positive step in its relationship with Australia. On 2 April 2009, the OECD issued a Progress Report on the implementation of internationally agreed tax standards on the exchange of information, which identified Jersey as a jurisdiction that has substantially implemented these standards.

Obligations

15. Article 4(1) of the Agreement obliges the competent authorities of the Parties to provide, on request, information that is foreseeably relevant to the administration and enforcement of the Parties' domestic tax laws, including the collection of taxes and the investigation or prosecution of tax matters. A request for information must be in writing and contain the details required by Article 4(6). This obligation applies irrespective of whether the conduct being investigated would constitute a crime under the domestic law of the requested Party if it occurred in the territory of that Party.

16. Article 4(2) provides that where the information in the possession of the requested Party is insufficient to enable compliance with a request, the requested Party must use its information gathering powers to obtain and provide the information, even if it is not needed for the requested Party's domestic tax purposes. This is consistent with Article 26 (Exchange of Information) of the *OECD Model Convention with Respect to Taxes on Income and on Capital*, which has been incorporated into Australia's tax treaty policy.

17. Article 4(4) obliges the Parties to ensure their competent authority has the authority to obtain and provide information held by banks, other financial institutions and any person acting in an agency or fiduciary capacity, as well as information regarding the legal and beneficial ownership of companies and partnerships and certain persons involved with trusts and foundations. The Commissioner of Taxation currently has the necessary legal authority to meet Australia's obligations under Article 4(4).

18. Article 4(7) obliges the Parties to acknowledge receipt of requests for information and to provide the requested information with the least possible delay.

19. Article 5 provides that one Party may, on request, permit interviews with individuals and the examination of records within its jurisdiction by officials of the other Party.

20. Article 6 provides various grounds for the refusal of requests, including where requests are not in conformity with the Agreement or if the requesting Party would be unable to obtain the requested information under its own laws.

21. Article 7 obliges the Parties to keep information provided and received confidential. Such information may be disclosed only to persons or authorities concerned with the administration and enforcement of taxation covered by the Agreement and may only be used for this purpose, although this may include public court proceedings. The express written consent of the competent authority of the requested Party is required for the use of the requested information for any other purpose.

22. Article 8 obliges the requested Party to bear indirect costs associated with requests for information, while direct costs are to be borne by the requesting Party, unless the Parties otherwise agree. Paragraph 29 outlines the financial impact of these obligations.

23. Article 9 obliges each Party to refrain from imposing prejudicial or restrictive measures to residents or nationals of the other Party on the basis that the other Party does not engage in effective exchange of information and/or because it lacks transparency in the operation of its laws, regulations or administrative practices. A prejudicial or restrictive measure includes the denial of a deduction, credit or exemption, the imposition of a tax, or special reporting requirements.

24. Article 10 requires the Parties to use their best efforts to resolve disputes concerning the application or interpretation of the Agreement by mutual agreement, and to endeavour to agree on other forms of dispute resolution should this become necessary.

Implementation

25. Australia is able to fulfil its obligations under the Agreement under existing legislation, specifically section 23 of the *International Tax Agreements Act 1953*. No further legislation or regulation is required in order to implement the Agreement.

26. The implementation of the Agreement will not affect the existing roles of the Commonwealth or the States and Territories in tax matters.

Costs

27. The Agreement will have a small administrative and financial impact on the ATO. As Jersey is unlikely to routinely need Australian information for its own tax purposes, it is likely that most requests for information will originate from Australia. Some additional resources may be required so that the ATO may provide technical assistance to Jersey in relation to its exchange of information procedures, if necessary.

28. The ATO and the Comptroller of Income Tax of Jersey will conclude a Memorandum of Understanding, under which certain costs associated with Australian requests for information will be borne by the ATO. Examples of such costs, classified as extraordinary costs, include:

- reasonable fees charged by third parties for carrying out research;
- reasonable fees charged by third parties for copying documents;
- reasonable costs of engaging experts, interpreters or translators;
- reasonable costs of conveying documents to Australia;
- reasonable litigation costs of Jersey; and
- reasonable costs of obtaining depositions or testimony.

29. Australian residents are unlikely to incur significant compliance costs in relation to the Agreement. It is unlikely Australia will receive many requests for information from Jersey and therefore be required to collect information from Australian residents.

30. Overall, it is estimated that the administrative and financial impact of the Agreement will be absorbed by the ATO's existing exchange of information programme, which currently administers similar arrangements with more than 40 countries. On a broader level, as the Agreement is intended to help reduce tax avoidance and evasion by Australian taxpayers, its general impact could be revenue positive for Australia.

Regulation Impact Statement

31. The Treasury has assessed the implementation of the Agreement against criteria in the *Best Practice Regulation Handbook* and concluded that this regulatory option has no/low impact on businesses and individuals or on the economy. The Office of Best Practice Regulation was consulted and confirmed that a Regulation Impact Statement is not required.

Future treaty action

32. The Agreement does not provide for amendments or for the negotiation of future legally binding instruments. In the absence of specific procedures, the Parties may amend the Agreement by mutual consent at any time. Any future amendments would be subject to the normal treaty process, including tabling and consideration by the Joint Standing Committee on Treaties (JSCOT). Any such amendments to the Agreement may be considered in line with Australian policy for TIEA negotiations current at that time.

Withdrawal or denunciation

33. Article 12 provides that the Agreement shall remain in force until terminated by either Party in writing. Termination would take effect on the first day of the month following the expiration of three months after the date of receipt of the notice of termination by the other Party.

However, both Parties would remain bound by the confidentiality obligations contained in Article 7. This ensures the permanent protection of information exchanged under this Agreement between the two Parties.

34. Termination by Australia would be subject to the normal treaty process, including tabling and consideration by JSCOT.

Contact details

International Tax and Treaties Division
Department of the Treasury.

Attachment on Consultation

Agreement between the Government of Australia and the Government of Jersey for the Exchange of Information with Respect to Taxes, done at London on 10 June 2009 ([2009] ATNIF 14)

CONSULTATION

35. The negotiation of this Agreement with Jersey was not conducted in the public domain and, consequently, no public consultation was undertaken.
36. The ATO was consulted in the development of the Australian model TIEA and ATO officials negotiated the text of this Agreement with Jersey. The ATO will administer the Agreement once it is implemented.
37. The State and Territory Governments will be consulted through the Commonwealth-State/Territory Standing Committee on Treaties. Information on the negotiation of this treaty will be included in the six-monthly schedules of treaties to State and Territory representatives.
38. In addition to the Assistant Treasurer, the Minister for Foreign Affairs, the Minister for Trade and the Prime Minister agreed to this treaty.

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE CANBERRA

AGREEMENT BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF JERSEY

FOR THE EXCHANGE OF INFORMATION WITH RESPECT TO TAXES

(London, 10 June 2009)

Not yet in force

[2009] ATNIF 14

Whereas the Government of Australia and the Government of Jersey ("the Parties") recognise that present legislation already provides for cooperation and the exchange of information in criminal tax matters;

Whereas the Parties have long been active in international efforts in the fight against financial and other crimes, including the targeting of terrorist financing;

Whereas it is acknowledged that Jersey has the right under the terms of its Entrustment from the United Kingdom to negotiate, conclude, perform and, subject to the terms of this Agreement, terminate a tax information exchange agreement with the Government of Australia;

Whereas the Parties wish to enhance and facilitate the terms and conditions governing the exchange of information relating to taxes;

Now, therefore, the Parties have agreed to conclude the following agreement which contains obligations on the part of the Parties only:

**ARTICLE 1
SCOPE OF THE AGREEMENT**

The Parties through their competent authorities shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Parties concerning the taxes covered by this Agreement, including information that is foreseeably relevant to the determination, assessment, enforcement or collection of such taxes, with respect to persons liable to such taxes, or to the investigation or the prosecution of civil or criminal tax matters in relation to such persons. A requested Party is not obliged to provide information which is neither held by its authorities nor in the possession of, or obtainable by, persons who are within its territorial jurisdiction. The rights and safeguards secured to persons by the laws or administrative practice of the requested Party remain applicable to the extent that they do not unduly prevent or delay the effective exchange of information.

ARTICLE 2 TAXES COVERED

- 1 This Agreement shall apply to the following taxes imposed by the Parties:
 - (a) in the case of Australia, taxes of every kind and description imposed under the federal tax laws administered by the Commissioner of Taxation; and
 - (b) in the case of Jersey:
 - (i) the income tax; and
 - (ii) the goods and services tax.
- 2 This Agreement shall apply also to any identical or substantially similar taxes imposed after the date of signature of the Agreement in addition to, or in place of, the existing taxes if the Parties so agree. The competent authority of each Party shall notify the other of substantial changes in laws or measures which may affect the obligations of that Party pursuant to this Agreement.
- 3 This Agreement shall not apply to taxes imposed by states, municipalities or other political subdivisions, or possessions of a Party.

ARTICLE 3 DEFINITIONS

- 1 In this Agreement:
 - (a) "Australia", when used in a geographical sense, excludes all external territories other than:
 - (i) the Territory of Norfolk Island;
 - (ii) the Territory of Christmas Island;
 - (iii) the Territory of Cocos (Keeling) Islands;
 - (iv) the Territory of Ashmore and Cartier Islands;
 - (v) the Territory of Heard Island and McDonald Islands; and
 - (vi) the Coral Sea Islands Territory,and includes any area adjacent to the territorial limits of Australia (including the Territories specified in this subparagraph) in respect of which there is for the time being in force, consistently with international law, a law of Australia dealing with the exploration for or exploitation of any of the natural resources of the seabed and subsoil of the continental shelf;
 - (b) "Jersey" means the Bailiwick of Jersey, including its territorial sea;

- (c) "collective investment fund or scheme" means any pooled investment vehicle, irrespective of legal form. The term "public collective investment fund or scheme" means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed "by the public" if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;
- (d) "company" means any body corporate or any entity that is treated as a body corporate for tax purposes;
- (e) "competent authority" means, in the case of Australia, the Commissioner of Taxation or an authorised representative of the Commissioner and in the case of Jersey, the Treasury and Resources Minister or an authorised representative of the Minister;
- (f) "criminal laws" means all criminal laws designated as such under domestic law, irrespective of whether such laws are contained in the tax laws, the criminal code or other statutes;
- (g) "criminal tax matters" means tax matters involving intentional conduct whether before or after the entry into force of this Agreement which is liable to prosecution under the criminal law of the requesting Party;
- (h) "information" means any fact, statement, document or record in whatever form;
- (i) "information gathering measures" means laws and administrative or judicial procedures enabling a requested Party to obtain and provide the information requested;
- (j) "person" includes an individual, a company or any other body or group of persons;
- (k) "principal class of shares" means the class or classes of shares representing a majority of the voting power and value of the company;
- (l) "publicly traded company" means any company whose principal class of shares is listed on a recognised stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold "by the public" if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;
- (m) "recognised stock exchange" means any stock exchange agreed upon by the competent authorities of the Parties;
- (n) "requested Party" means the Party to this Agreement which is requested to provide or has provided information in response to a request;
- (o) "requesting Party" means the Party to this Agreement submitting a request for or having received information from the requested Party; and
- (p) "tax" means any tax covered by this Agreement.

therein shall, unless the context otherwise requires, have the meaning that it has at that time under the laws of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

ARTICLE 4 EXCHANGE OF INFORMATION UPON REQUEST

1 The competent authority of the requested Party shall provide upon request by the competent authority of the requesting Party information for the purposes referred to in Article 1. Such information shall be exchanged without regard to whether the requested Party needs such information for its own tax purposes or the conduct being investigated would constitute a crime under the laws of the requested Party if it had occurred in the territory of the requested Party. The competent authority of the requesting Party shall only make a request for information pursuant to this Article when it is unable to obtain the requested information by other means, except where recourse to such means would give rise to disproportionate difficulty.

2 If the information in the possession of the competent authority of the requested Party is not sufficient to enable it to comply with the request for information, the requested Party shall use the information gathering measure it considers relevant to provide the requesting Party with the information requested, notwithstanding that the requested Party may not need such information for its own tax purposes.

3 If specifically requested by the competent authority of the requesting Party, the competent authority of the requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.

4 Each Party shall ensure that it has the authority, subject to the terms of Article 1, to obtain and provide, through its competent authority and upon request:

- (a) information held by banks, other financial institutions, and any person, including nominees and trustees, acting in an agency or fiduciary capacity;
- (b)
 - (i) information regarding the legal and beneficial ownership of companies, partnerships and other persons and, within the constraints of Article 1, any other persons in an ownership chain, including in the case of collective investment schemes, information on shares, units and other interests;
 - (ii) in the case of trusts, information on settlors, trustees, protectors and beneficiaries; and
 - (iii) in the case of foundations, information on founders, members of the foundation council and beneficiaries.

5 This Agreement does not create an obligation for a Party to obtain or provide ownership information with respect to publicly traded companies or public collective investment schemes, unless such information can be obtained without giving rise to disproportionate difficulties.

6 Any request for information shall be formulated with the greatest detail necessary and shall specify in writing;

- (a) the identity of the person under examination or investigation;
- (b) the period for which the information is requested;
- (c) the nature of the information requested and the form in which the requesting Party would prefer to receive it;
- (d) the tax purpose for which the information is sought;
- (e) the reasons for believing that the information requested is foreseeably relevant to the tax administration and enforcement of the requesting Party, with respect to the person identified in subparagraph (a) of this paragraph;
- (f) grounds for believing that the information requested is present in the requested Party or is in the possession of or obtainable by a person within the jurisdiction of the requested Party;
- (g) to the extent known, the name and address of any person believed to be in possession of or able to obtain the information requested;
- (h) a statement that the request conforms with the laws and administrative practice of the requesting Party, that if the requested information was within the jurisdiction of the requesting Party then the competent authority of the requesting Party would be able to obtain the information under the laws of the requesting Party or in the normal course of administrative practice and that it is in conformity with this Agreement; and
 - (i) a statement that the requesting Party has pursued all means available in its own territory to obtain the information, except where that would give rise to disproportionate difficulty.

7 The competent authority of the requested Party shall acknowledge receipt of the request to the competent authority of the requesting Party and shall use its best endeavours to forward the requested information to the requesting Party with the least possible delay.

ARTICLE 5 TAX EXAMINATIONS ABROAD

1 With reasonable notice, the requesting Party may request that the requested Party allow representatives of the competent authority of the requesting Party to enter the territory of the requested Party, to the extent permitted under its domestic laws, to interview individuals and examine records with the prior written consent of the individuals or other persons concerned. The competent authority of the requesting Party shall notify the competent authority of the requested Party of the time and place of the intended meeting with the individuals concerned.

2 At the request of the competent authority of the requesting Party, the competent authority of the requested Party may permit representatives of the competent authority of the requesting Party to attend a tax examination in the territory of the requested Party.

3 If the request referred to in paragraph 2 is granted, the competent authority of the requested Party conducting the examination shall, as soon as possible, notify the competent authority of the

requesting Party of the time and place of the examination, the authority or person authorised to carry out the examination and the procedures and conditions required by the requested Party for the conduct of the examination. All decisions regarding the conduct of the examination shall be made by the requested Party conducting the examination.

ARTICLE 6 POSSIBILITY OF DECLINING A REQUEST

- 1 The competent authority of the requested Party may decline to assist:
 - (a) where the request is not made in conformity with this Agreement;
 - (b) where the requesting Party has not pursued all means available in its own territory to obtain the information, except where recourse to such means would give rise to disproportionate difficulty; or
 - (c) where the disclosure of the information requested would be contrary to public policy (ordre public) of the requested Party.
- 2 This Agreement shall not impose upon a requested Party any obligation to provide information subject to legal privilege, or any trade, business, industrial, commercial or professional secret or trade process, provided that information described in Article 4(4) shall not by reason of that fact alone be treated as such a secret or trade process.
- 3 A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed by the taxpayer.
- 4 The requested Party shall not be required to obtain and provide information which, if the requested information was within the jurisdiction of the requesting Party, the competent authority of the requesting Party would not be able to obtain under its laws or in the normal course of administrative practice.
- 5 The requested Party may decline a request for information if the information is requested by the requesting Party to administer or enforce a provision of the tax law of the requesting Party, or any requirement connected therewith, which discriminates against a national of the requested Party as compared with a national of the requesting Party in the same circumstances.

ARTICLE 7 CONFIDENTIALITY

- 1 All information provided and received by the competent authorities of the Parties shall be kept confidential.
- 2 Information provided to the competent authority of the requesting Party may not be used for any purpose other than for the purposes stated in Article 1 without the prior written consent of the requested Party.
- 3 Information shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the purposes specified in Article 1, and used by such persons or authorities only for such purposes, including the determination of any appeal. For these purposes, information may be disclosed in public court proceedings or in judicial decisions.

4 Information provided to a requesting Party under this Agreement may not be disclosed to any other jurisdiction.

ARTICLE 8 COSTS

Unless the competent authorities of the contracting Parties otherwise agree, indirect costs incurred in providing assistance shall be borne by the requested Party, and direct costs incurred in providing assistance (including reasonable costs of engaging external advisers in connection with litigation or otherwise) shall be borne by the requesting Party. At the request of either Party, the competent authorities shall consult as necessary with regard to this Article, and in particular the competent authority of the requested Party shall consult with the competent authority of the requesting Party in advance if the costs of providing information with respect to a specific request are expected to be significant.

ARTICLE 9 NO PREJUDICIAL OR RESTRICTIVE MEASURES

1 Neither of the Parties shall apply prejudicial or restrictive measures based on harmful tax practices to residents or nationals of either Party so long as this Agreement is in force and effective.

2 For the purposes of this Article, a "prejudicial or restrictive measure" based on harmful tax practices means a measure applied by one Party to residents or nationals of either Party on the basis that the other Party does not engage in effective exchange of information and/or because it lacks transparency in the operation of its laws, regulations or administrative practices, or on the basis of no or nominal taxes and one of the preceding criteria.

3 Without limiting the generality of paragraph 2, the term "prejudicial or restrictive measure" includes the denial of a deduction, credit or exemption, the imposition of a tax, charge or levy, or special reporting requirements.

4 A "prejudicial or restrictive measure" does not include generally applicable measures, applied by either Party, such as Controlled Foreign Company rules, Foreign Investment Fund rules, Transferor Trust rules, transfer pricing rules, thin capitalisation rules, the operation of dual exempt and foreign tax credit systems or general information reporting rules that relate to the disclosure of information from other countries or jurisdictions, or transactions with such countries or jurisdictions, such as record keeping requirements imposed on foreign owned subsidiaries to ensure access to information concerning parent companies.

ARTICLE 10 MUTUAL AGREEMENT PROCEDURES

1 Where difficulties or doubts arise between the Parties regarding the implementation or interpretation of this Agreement, the respective competent authorities shall use their best efforts to resolve the matter by mutual agreement.

2 In addition to the endeavours referred to in paragraph 1, the competent authorities of the

Parties may mutually agree on the procedures to be used under this Agreement.

3 The Parties shall endeavour to agree on other forms of dispute resolution should this become necessary.

ARTICLE 11 ENTRY INTO FORCE

This Agreement shall enter into force when each Party has notified the other in writing through the appropriate channel of the completion of its necessary internal procedures for entering into force. Upon the date of entry into force, it shall have effect:

- (a) for criminal tax matters on that date; and
- (b) for all other matters covered in Article 1 on that date, but only in respect of taxable periods beginning on or after that date or, where there is no taxable period, all charges to tax arising on or after that date.

ARTICLE 12 TERMINATION

1 This Agreement shall remain in force until terminated by either Party.

2 Either Party may terminate this Agreement by giving notice of termination in writing through the appropriate channel. Such termination shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of notice of termination by the other Party.

3 If the Agreement is terminated the Parties shall remain bound by the provisions of Article 7 with respect to any information obtained under this Agreement.

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

DONE at London, this tenth day of June 2009,
in duplicate in the English language.

FOR THE GOVERNMENT OF
AUSTRALIA:

H E John Dauth LVO
High Commissioner

FOR THE GOVERNMENT OF
JERSEY:

Senator Philip Ozouf
Deputy Chief Minister
for Treasury and Resources