

No. 27459

**AUSTRALIA
and
UNITED STATES OF AMERICA**

**Agreement concerning defense communications services
(with annexes). Signed at Canberra on 6 November 1989**

Authentic text: English.

Registered by Australia on 30 July 1990.

**AUSTRALIE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif aux services de communications en matière de
défense (avec annexes). Signé à Canberra le 6 novembre
1989**

Texte authentique : anglais.

Enregistré par l'Australie le 30 juillet 1990.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING DEFENSE COMMUNICATIONS SERVICES

The Government of Australia, and the Government of the
United States of America, (the "Parties"):

- RECOGNISING the need for improvement in
telecommunications service affecting defense
communications channels and record message traffic between
the Department of Defense of the United States of America
(USDOD) and the Department of Defence of Australia (ASDOD);

- NOTING that the Australian Defence Communications System
(ASDCS) and the United States Defense Communications
System (USDCS) are interconnected via limited
telecommunications channels and presently exchange
narrative record traffic through a direct, on-line
interface between the ASDCS Defence Communications Network
(DEFCOMMNET) and the USDCS Automatic Digital Network
(AUTODIN);

- NOTING that the capability exists to upgrade the existing
telecommunications channels and services between the ASDCS
and the USDCS;

- DESIRING TO RECORD ARRANGEMENTS for further cooperation
relating to the establishment, assignment, utilization,
practices, procedures and payment for telecommunications
services shared or provided between the USDCS and the
ASDCS;

HAVE AGREED AS FOLLOWS:

¹ Came into force on 6 November 1989 by signature, in accordance with article IX (1).

ARTICLE I : SCOPE

1. The Government of the United States (US), the Government of Australia (AS) and the Government of New Zealand (NZ) have existing telecommunications channels and services (defined as the SIMPSON system) between the USDCS, the ASDCS and the NZ Defence Communications System. This Agreement covers these channels and services between the US and AS and the data handling equipment in the terminals in the US and AS to link the systems. This Agreement also covers existing High Frequency radio systems between USDCS and ASDCS facilities and an existing teletype circuit between the Pentagon and the AS Embassy in Washington, D.C.

2. The following communications understandings remain in effect and are listed for purposes of identification and completeness. The understandings are essentially concerned with tactical and contingency communications which would not normally transit the general purpose military networks of AS and the US. Any amendment or cancellation of these listed understandings have no bearing on this Agreement.

- (a) Communications in the Southern Hemisphere, 15 Jul 70, with attachment, AS-CAN-UK-US NASVCOMs W-4.0/PSG 149 Annex A, 24 Nov 71.
- (b) Technical arrangements between the US Department of the Navy and the Royal Australian Navy (RAN) relating to the handling of RAN and RN submarine message traffic via US Naval Communications Station at Northwest Cape, Western AS, signed 1 February 1968 (AS) and 18 May 1967 (US).

3. The following communications understanding is pending. It is concerned with the US/NZ responsibilities for the SIMPSON system. Any amendment or cancellation, including failure to conclude, shall require a bilateral review of the operational, technical and funding arrangements set out in the Annexes.

- (a) Draft Memorandum of Understanding Concerning Defense Communications Service Between the US Department of Defense and the NZ Ministry of Defence as at 10 Apr 87.

ARTICLE II: ORGANIZATIONAL AND TECHNICAL
RESPONSIBILITIES

1. The Director, DCA, and the Director General, Joint Communications-Electronics (DGJCE), on behalf of the USDOD and ASDOD, respectively, shall be the authorities responsible for the implementation of this Agreement. The development of any further technical and operational proposals and procedures for telecommunications services which result from this Agreement shall be accomplished through close liaison and consultation between these persons.

2. The Commander, Defense Communications Agency, Pacific Area (DCA-PAC), acting as Executive Agent on behalf of the Director DCA, and DGJCE are authorized to coordinate those changes affecting the technical, operational and funding arrangements set forth in the Annexes to this Agreement. Coordinated changes shall be submitted to the Director DCA who has the authority to amend the Annexes of this Agreement for the US and to DGJCE who has the authority to amend the Annexes of this Agreement for AS.

3. This Agreement includes Annexes A through F, attached, covering Technical Arrangements, Communications Practices and Procedures, Postal and Message Addresses, Leasing Arrangements, Restoral Plan and Funding.

4. Direct coordination between the US and AS telecommunications stations is authorized and encouraged. This coordination may be accomplished by correspondence, messages, or personal visits, keeping DCA-PAC and DGJCE advised. The message and postal addresses of AS and US authorities concerned are reflected in Annex C.

ARTICLE III: IMPLEMENTATION

1. In the implementation of this Agreement, each Party has overall responsibility for its own communications system, for each of the component parts of that system and for fulfilling its own communications requirements. This responsibility includes:

- (a) Carrying out and bearing the cost of procurement, installation, operation and maintenance of equipment required as laid down in the Annexes; and
- (b) Acquiring and bearing the cost of any services (such as leasing circuits) required.

The Parties recognize, however, that each shall require assistance of the other in carrying out the tasks for which it is responsible. Therefore, the Annexes to this Agreement set out in detail the specific resource responsibilities for the circuits and terminals involved in this Agreement. The assignment of resource responsibilities in Annexes A and B is intended only to