



Australian Government

Attorney-General's Department

Intelligence Sharing Agreement

Created by the **Attorneys General Department**

This Intelligence Sharing Agreement (the “Agreement” or “Intelligence Agreement”) states the terms and conditions that govern the contractual agreement between the Commonwealth of Australia , and [Nation] who agrees to be bound by this Agreement.

1. Term

This Agreement shall begin on [Begin date] and continue indefinitely.

1 Either Party may terminate this Agreement for any reason with 90 days written notice to the other Party.

2. Factors

1. The factors stated for the need of the Dutch & [Nation] Intelligence Agreement are as follows:-

(a) The setting up and development of Dutch-[Nation] Intelligence Cooperation and working consistently throughout the near future.

(b) To further support Dutch-[Nation] Defence with the rising need for intelligence from within foreign parties or even parties within either nation that have been identified by either government.

2. The following are the official articles that will be followed as the official agreement:-

(a) None of the stated articles are to be construed as contravening and any clauses of the agreement that one of the parties disagrees with will be dealt with appropriately via political means at the time an amendment is suggested.

(b) The objective of this agreement is to ensure that great advantage is obtained from the combined personnel and facilities of both parties.

(c) In accordance with these arrangements, each party will continue to make available to the other, continuously, currently with request, all raw data technological or physical that may concern activities, priorities or facilities both present and planned.

(d) Each party agrees to liaison personnel within both nations to ensure top cooperation throughout the agreement's life.

(e) The two parties will continue to affect elimination of unnecessary duplication of documents in order to ensure the maximum exploitation of foreign communications and data. However, the activities undertaken by either party must be denied at all costs to ensure complete secrecy of acts committed by either signatory.

(f) Either party may ask for assistance when necessary and such requests will be filled whenever made.

(g) Both parties are aware of the threat that an unforeseen attack on either intelligence agency may cause and must be willing to commit to a joint emergency operation to avoid the secrecy of this agreement being released into the public domain.

(h) Both parties agree to supply copies of any documentation, data or information collected upon request.

(i) At no point may either party share, display or publish any of the documentation obtained without expressed permission from the other party.

3. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

4. Applicable Law

This Intelligence Sharing Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Australia & [Nation] and subject to the exclusive jurisdiction of the federal and state courts located in Australia & [Nation].

IN WITNESS WHEREOF, each of the Parties has executed this Intelligence Sharing Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[Australia]

Daryl R.

[First name]

Williams

[Last name]

Attorney General

[Title]

[Nation]

[First name]

[Last name]

[Title]