



SENATOR THE HON MURRAY WATT
MINISTER FOR THE ENVIRONMENT AND WATER

Senator the Hon Sue Lines
President of the Senate
Parliament House
CANBERRA ACT 2600

Dear President

I refer to Senate Order No. 560 of 2 July 2026 requiring the Minister representing the Minister for Home Affairs to table a full copy of the *Memorandum of Understanding between Australia and Nauru on the Third Country Reception Arrangement*, signed on Friday, 29 August 2025.

On 3 August 2026, the Minister for Home Affairs made a public interest immunity claim in relation to this document. At the time, the Minister was satisfied that release of the document would damage Australia's international relations, and it was not in the public interest to release this document.

Due to recent events, the Government has reconsidered this claim and has taken action to mitigate the potential harm.

As a result, the Minister is now satisfied that the public interests weigh towards releasing this document, and I hereby provide it to the Senate.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'M/Watt', with a stylized flourish at the end.

MURRAY WATT

04 / 09 / 2026



The Hon Tony Burke MP
Minister for Home Affairs
Minister for Immigration and Citizenship
Minister for Cyber Security
Minister for the Arts
Leader of the House

Ref No: MS26-002358

Senator the Hon Murray Watt
Minister for Environment and Water
Parliament House
CANBERRA ACT 2600

Dear Minister

I refer to Senate Order for the Production of Documents No. 560, moved by Senator David Shoebridge and agreed to by the Senate on 02 July 2026 ordering the production of documents relating to the *Memorandum of Understanding between Australia and Nauru on the Third Country Reception Arrangement*, signed on Friday, 29 August 2025.

I have enclosed the document relevant to the order and a draft letter to the President of the Senate, Senator the Hon Sue Lines.

I would be grateful if you could please submit the document on my behalf to the President of the Senate to allow for the response to be tabled in the Senate.

Yours sincerely


Tony Burke

39 / 2026

OFFICIAL: SENSITIVE
Sensitive: Legal

**MEMORANDUM OF UNDERSTANDING BETWEEN THE REPUBLIC OF
NAURU AND THE GOVERNMENT OF AUSTRALIA**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE,
RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND
RELATED ISSUES

Government of Australia

Republic of Nauru

Sensitive: Legal
OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE
Sensitive: Legal

CONTENTS

1.	Interpretation	2
1.1.	Definitions	2
1.2.	Interpretation	2
2.	Duration of MOU	2
3.	Subsidiary Arrangements	2
4.	Guiding Principles	2
5.	Commitments	3
6.	Dispute resolution	3
7.	Termination of the MOU	3
8.	Variation	4
9.	Transition	4
SCHEDULE 1	RESIDENCE FRAMEWORK	5

Sensitive: Legal
OFFICIAL: SENSITIVE

**MEMORANDUM OF UNDERSTANDING IN RELATION TO THE
ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN
NAURU, AND RELATED ISSUES**

Participants

This Memorandum of Understanding (the **MOU**) is entered into between the following Participants:

1. Government of Australia, as represented by the Department of Home Affairs (**Australia**)
2. Republic of Nauru, as represented by the Department of Internal Affairs (**Nauru**)

Context

Recalling that:

- A. In December 2024, legislation was passed amending Australia's Migration Act to include a new section 198AHB which applies if the Commonwealth of Australia enters into a 'third country reception arrangement' with a foreign country.
- B. Following meetings between the Participants and an exchange of letters, the Participants entered into an interim 'third country reception arrangement' for the purposes of section 198AHB of the Migration Act on 12 February 2025 (**Interim TCRA**).
- C. Following the exchange of letters between the Participants referred to in paragraph B above, Nauru prescribed the *Immigration (Long Term Stay Visa) Regulations 2025*. These regulations provided for the creation of a 'Long Term Stay Visa', a new visa subclass which is for a minimum of 30 years and is to be issued exclusively for persons the subject of a 'third country reception arrangement'.

Noting that:

- D. The Participants share a long history of cooperation and partnership in addressing security and migration challenges across the Indo-Pacific region.
- E. This MOU is made in the same spirit of mutual intent and cooperation which has characterised the Participants' relationship under previous and current arrangements. Australia appreciates and acknowledges the important and continuing role and contribution of Nauru under these arrangements.
- F. This MOU does not supersede or otherwise alter the Interim TCRA referred to in Recital B.
- G. Through this MOU, the Participants seek to continue and expand arrangements in relation to Nauru's acceptance, receipt and the ongoing presence in Nauru of select persons in Australia who cannot be returned to their home country.

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING
PRESENCE OF PERSONS IN NAURU, AND RELATED
ISSUES

OFFICIAL: SENSITIVE
Sensitive: Legal

- H. This MOU is intended by the Participants to constitute a 'third country reception arrangement' for the purposes of section 198AHB of the Migration Act.
- Recognising:*
- I. The intent of Nauru to settle and fully integrate persons received under the terms of this MOU as part of the Nauruan population under long term stay visas.
- J. That the Participants are State parties to the *1951 Convention Relating to the Status of Refugees* and its *1967 Protocol*, and will act in accordance with their international obligations under those documents, including in relation to non-refoulement.

1. Interpretation

1.1. Definitions

- 1.1.1. In this MOU, unless the context indicates otherwise:

MOU	means this Memorandum of Understanding and includes any schedules
Business Day (in a place)	means a weekday other than a public holiday in Australia or Nauru
Commencement Date	means the date on which this MOU is signed by both Participants
Migration Act	means the <i>Migration Act 1958</i> (Cth).

1.2. Interpretation

- 1.2.1. In this MOU, unless the contrary intention appears:
- a. a reference to any legislation or legislative provision includes any statutory modification, amendment, substitution or re-enactment of that legislation or legislative provision
 - b. a reference to a clause is a reference to a clause in this MOU.

2. Duration of MOU

- 2.1.1. This MOU commences on the Commencement Date and will continue until terminated in accordance with clause 7.

3. Subsidiary Arrangements

- 3.1.1. The Participants may enter into subsidiary arrangements to support the effective implementation of this MOU, including in relation to funding.

4. Guiding Principles

- 4.1.1. The Participants acknowledge and accept that this MOU is a statement of their shared understanding as at the Commencement Date and is not intended to

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

OFFICIAL: SENSITIVE
Sensitive: Legal

create any legally binding rights or obligations between the Participants or between the Participants and any third party.

- 4.1.2. Both Participants acknowledge and accept that this MOU will be implemented in accordance with the Participants' relevant domestic laws, policies and international legal obligations and that each Participant will respect the other's application, implementation and/or the enforcement of same.
- 4.1.3. The Participants will liaise with and provide information to each other as reasonably necessary to enable the effective implementation and management of the arrangements referred to in this MOU.

5. Commitments

- 5.1.1. The Participants commit to upholding the intent and spirit of this MOU to ensure that support is provided for all persons accepted by Nauru under this MOU to fully settle and integrate as part of the Nauruan population during their residence on Nauru.
- 5.1.2. The Participants acknowledge, accept and commit to the Residence Framework in Schedule 1 of this MOU.

6. Dispute resolution

- 6.1.1. Any dispute arising with respect to the interpretation or implementation of this MOU will be settled amicably through consultation between the Participants in the following order:
 - a. Officials level
 - b. Ministerial level
 - c. Heads of Government.
- 6.1.2. Disputes will not be referred to any national or international tribunal or third party for settlement.

7. Termination of the MOU

- 7.1.1. This MOU will terminate:
 - a. when ceased by mutual consent of both Participants in writing
 - b. when expressly replaced by another arrangement by the mutual consent of both the Participants for a further 'third country reception arrangement' for the purposes of s 198AHB of the Migration Act; or
 - c. 30 years from the Commencement Date.
- 7.1.2. If this MOU terminates in accordance with clause 7.1.1.c, without being replaced by another 'third country reception arrangement' in accordance with clause 7.1.1.b, Nauru will ensure that all Settled Persons in Nauru are treated in

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

a manner which is consistent with Nauru's commitments under this MOU, including but not limited to the Legal Framework for Settled Persons set out in clause 3 of Schedule 1.

8. Variation

- 8.1.1. The Participants may mutually decide to vary this MOU in writing.

9. Transition

- 9.1.1. The Participants acknowledge that:
- a. this MOU does not replace, supersede or alter the Interim TCRA
 - b. all actions taken under the Interim TCRA remain valid
 - c. the acceptance and receipt of persons the subject of the Interim TCRA will continue to be managed in accordance with the terms of the Interim TCRA.

SCHEDULE 1 RESIDENCE FRAMEWORK

1. Interpretation

1.1.1. In this Schedule 1, unless the context indicates otherwise:

Proposed Person	means a person who has been identified and proposed by Australia for acceptance, receipt and settlement on Nauru.
Settled Person	means a Proposed Person who has been granted a Long Term Stay visa and has arrived in Nauru for settlement under this MOU.
Long Term Stay visa	means a visa which grants permission for a person to enter and remain in Nauru for a period of 30 years in accordance with the <i>Immigration (Long Term Stay Visa) Regulations 2025</i> (Nauru).

2. General Settlement Process

2.1.1. Both Participants acknowledge and accept that:

- a. Australia will notify Nauru that a person is a Proposed Person. To the extent permitted by Australian law, Australia will provide Nauru with all reasonably requested information in relation to the Proposed Person. Nauru undertakes not to use or further disclose any information received under clause 2.1.1a without Australia's agreement including for the purposes of giving effect to this MOU
- b. Nauru undertakes to store information received under clause 2.1.1a with due regard to the principle of confidentiality
- c. Nauru will accept the Proposed Person identified by Australia without any reservation in relation to age, past offences, health conditions or other characteristics.
- d. Nauru may decline to accept a Proposed Person in exceptional circumstances where such a Proposed Person may pose a serious and immediate risk to the public health or national security of Nauru. Where Nauru proposes to decline to accept a Proposed Person, Nauru will notify Australia in writing as soon as reasonably practicable and will provide reasons upon request by Australia.
- e. Nauru will confirm acceptance of the Proposed Person by providing Australia with a written notice of acceptance for the Proposed Person which is specific to that person

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

OFFICIAL: SENSITIVE
Sensitive: Legal

- f. Nauru will use its best endeavors to prepare for the arrival of the Proposed Person, and inform Australia in a timely way when such preparations have been completed
 - g. before the Proposed Person arrives in Nauru, and following receipt of an application by an Australian official, Nauru will promptly grant the Proposed Person a Long Term Stay visa to enter and remain in Nauru
 - h. the terms of the issued visa will allow the Settled Person to depart and re-enter Nauru as often as desired, subject to any reasonable conditions and regulations Nauru believes necessary for the good order and security of Nauru
- 2.1.2. Either Participant may propose a staged approach in relation to the number of Proposed Persons who arrive in Nauru and become Settled Persons, and the timing of such arrivals. Both Participants will make good faith efforts to achieve any agreed schedule for any such stages if and as decided by the Participants.
- 2.1.3. The Participants will meet regularly to discuss progress in the operationalisation of the various mechanisms, procedures and systems developed for delivery of the settlement process.

3. Legal Framework for Settled Persons

- 3.1.1. Nauru commits to maintaining a robust legal framework and conducting all of its operations at a standard which meets or exceeds the following conditions for the treatment of all Settled Persons while they reside on Nauru:
- a. Settled Persons will be treated in accordance with Nauru's international legal obligations, including relevant obligations under international human rights laws
 - b. Settled Persons will have freedom of movement on Nauru, with no separation from the Nauruan community solely as a result of an individual's status as a Settled Person
 - c. Settled Persons will not be subject to detention, except in accordance with generally-applicable Nauruan law
 - d. Settled Persons have the right to raise new protection claims and have those claims assessed in accordance with any international instruments, conventions, treaties or protocols
 - e. Settled Persons will not be subject to arbitrary deprivation of life, application of the death penalty, torture or other cruel, inhuman or degrading treatment or punishment or persecution
 - f. Settled Persons will not be subject to arbitrary or punitive conditions in support of community safety

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

Sensitive: Legal
OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE
Sensitive: Legal

- g. Settled Persons will have access to work rights, and any relevant social safety nets and services.

3.1.2. Nauru acknowledges and accepts that it will not:

- a. send or return a Settled Person to another country where the Settled Person has a well-founded fear that his or her life or freedom would be threatened on account of his or her race, religion, nationality, membership or a particular group or political opinion
- b. send or return a Settled Person to another country where there is a real risk that the Settled Person will be subjected to torture, cruel, inhumane or degrading treatment or punishment, arbitrary deprivation of life or the imposition of the death penalty
- c. send a Settled Person to another country if there is a real risk of chain refoulement of the Settled Person
- d. declare a Settled Person to be a Prohibited Immigrant under the *Immigration Act 2014* (Nauru) while the Settled Person holds a Long Term Stay visa granted pursuant to this MOU
- e. withhold permission for a Settled Person to leave Nauru, except where the Settled Person has been charged with an offence and is awaiting trial, or been convicted of an offence and is awaiting sentence, or is required to remain in Nauru by order of a court
- f. send a Settled Person to another country where there is a risk of:
 - i. the Settled Person being subject to punitive conditions in support of community safety
 - ii. the working rights or general safety of the Settled Person being denied.

3.1.3. Where Nauru proposes the introduction of any amendments to the conditions of a Long Term Stay visa or the *Immigration (Long Term Stay Visa) Regulations 2025* (Nauru) which may affect the conditions in clauses 3.1.1 and 3.1.2, Nauru commits to:

- a. provide Australia with reasonable prior written notice of the proposed amendments;
- b. consult with Australia on the proposed amendments, and reasonably consider any suggestions provided by Australia about the proposed amendments.

4. **Support for Settled Persons**

- 4.1.1. Nauru commits to providing support to all Settled Persons to achieve minimum outcomes in line with Nauruan standards of living including, as necessary and as tailored to individual needs:

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

Sensitive: Legal
OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE
Sensitive: Legal

- a. providing appropriate and gender-sensitive accommodation to all Settled Persons, including fixtures and furnishings, suitable for males and females as well as providing for the co-habitation of family groups
- b. providing all Settled Persons with reasonable allowances to ensure that all Settled Persons have sufficient income to meet modest living expenses
- c. granting all Settled Persons access to:
 - i. local transport services
 - ii. health services, including telemedicine and telehealth
- d. making all necessary administrative or logistical arrangements which are required to ensure the safety and wellbeing of Settled Persons and the Nauruan community.

5. Ceasing to be a Proposed Person or Settled Person

5.1. Proposed Persons

- 5.1.1. A person will cease to be a Proposed Person for the purposes of this MOU where any of the following apply:
 - a. prior to a Proposed Person's arrival in Nauru, Australia notifies Nauru in writing that it withdraws its proposal in relation to a Proposed Person
 - b. a permanent injunction or other final order by a court (which is not stayed) prevents the taking of the Proposed Person to, or arrival of the Proposed Person in Nauru
 - c. an Australian official has not applied for a Long Term Stay visa under clause 2.1.1e within 52 weeks of receiving notification from Nauru under clause 2.1.1.e confirming that a Proposed Person has been accepted
 - d. the Proposed Person is deceased.
- 5.1.2. The Participants acknowledge and accept that if a person ceases to be considered a Proposed Person under clauses 5.1.1.a or 5.1.1.c, but becomes a Proposed Person again at a later date for any reason, the full proposal and acceptance process set out in clause 2.1.1 of this Schedule 1 will be followed again by the Participants in respect of that person.

5.2. Settled Persons

- 5.2.1. A person will cease to be a Settled Person for the purposes of this MOU where any of the following apply:
 - a. the Settled Person voluntarily and permanently departs from Nauru

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING PRESENCE OF PERSONS IN NAURU, AND RELATED ISSUES

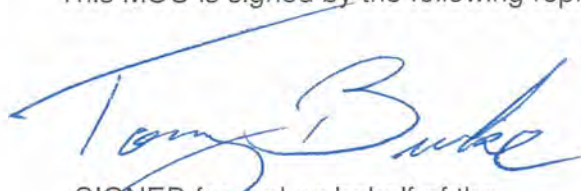
Sensitive: Legal
OFFICIAL: SENSITIVE

OFFICIAL: SENSITIVE
Sensitive: Legal

- b. Australia and Nauru otherwise mutually decide that a Settled Person has departed from Nauru with or without authority, and there is no reasonable prospect of their return
 - c. the Settled Person is deceased.
- 5.2.2. The Participants acknowledge and accept that where clause 5.2.1 of this Schedule 1 applies, the loss of that person's Settled Person status is permanent and irrevocable.

Signed

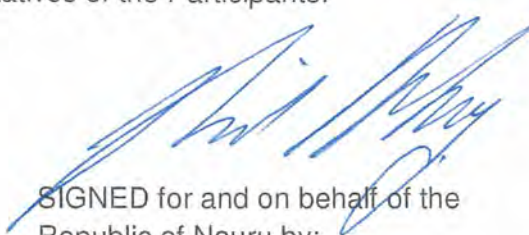
This MOU is signed by the following representatives of the Participants:



SIGNED for and on behalf of the
Government of Australia by:

29. 8. 2025

DATE:



SIGNED for and on behalf of the
Republic of Nauru by:

DATE: 29 August
2025

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ACCEPTANCE, RECEIPT AND ONGOING
PRESENCE OF PERSONS IN NAURU, AND RELATED
ISSUES

Sensitive: Legal
OFFICIAL: SENSITIVE