# No. 30320

# AUSTRALIA
# and
# SINGAPORE

## Agreement for cooperation in defence science and technology. Signed at Canberra on 24 March 1993

*Authentic text: English.*

*Registered by Australia on 28 September 1993.*

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# AUSTRALIE
# et
# SINGAPOUR

## Accord de coopération en matière de science et de technologie de défense. Signé à Canberra le 24 mars 1993

*Texte authentique : anglais.*

*Enregistré par l'Australie le 28 septembre 1993.*

# AGREEMENT[1] BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE FOR COOPERATION IN DEFENCE SCIENCE AND TECHNOLOGY

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THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE, hereinafter referred to as the Parties,

NOTING the desire of each Party to encourage bilateral cooperation in defence activities in order to promote regional stability and security,

NOTING the commitments made by each Party in the Agreements between the Government of Australia and the Government of the Republic of Singapore constituted by an Exchange of Notes of 1 December 1971[2] and an Exchange of Notes of 10 February 1988[3] constituting a Status of Forces Agreement, and

DESIRING generally to cooperate to the Parties' mutual benefit in science and technology matters related to defence by exchange of information and by other means,

HAVE AGREED AS FOLLOWS:

## ARTICLE 1
## Definitions

In this Agreement:

(a) "attachment" means temporary placement but does not mean attachment pursuant to section 116B of the Australian Defence Act 1903 or any provision of like effect;

(b) "classified information" means all information which is subject to a security classification given by either Party;

(c) "collaborative science and technology program" means a joint program or sharing of resources pursuant to Article 5;

(d) "defence science and technology purposes" means use for:

   (i) information; and

   (ii) research and development within a collaborative science and technology program to the extent of:

      (A) evaluation;

      (B) prototype manufacture; and

      (C) testing

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[1] Came into force on 24 March 1993 by signature, in accordance with article 13 (1).
[2] United Nations, *Treaty Series*, vol. 1571, No. I-27455.
[3] *Ibid.*, vol. 1536, No. I-26656.

for the military forces of the Parties. The term excludes production, sales or other transfers or disclosure to any third party other than provided for in this Agreement including in arrangements made under it;

(e) "generated information" means information generated pursuant to a collaborative science and technology program;

(f) "host country" means the country of the Party with which personnel are on attachment;

(g) "information" means recorded or unrecorded information, regardless of form or characteristics and includes, but is not restricted to, experimental and test data, specifications, mathematical formulae, algorithms, designs, circuit layouts, processes, inventions whether patentable or not, know-how, technical writings, sound recordings, pictorial reproductions, drawings and other graphic reproductions, computer software, magnetic tape, computer memory printouts or data retained in computer memory;

(h) "intellectual property" means the rights in, or in the use of, information and includes utility patents, design patents, registered or industrial designs, petty patents, standard patents, trade marks, copyrights and all other intellectual property as defined by Article 2 of the Convention Establishing the World Intellectual Property Organization done at Geneva[1] on 14 July 1967;[2]

(i) "parent country" means the country of the Party which sends personnel to be on attachment;

(j) "providing Party" means the Party which provides information to the other Party pursuant to this Agreement;

(k) "receiving Party" means the Party which receives information from the other Party pursuant to this Agreement; and

(l) "service personnel" includes, in the case of the Republic of Singapore, non-uniformed enlisted members of the Singapore Armed Forces.

## ARTICLE 2
Scope

The Parties shall, subject to their national laws, regulations, policies and practices and their defence interests, including security requirements, wherever practicable and without impediment to existing commercial arrangements, use their best endeavours to encourage for their mutual benefit, for defence science and technology purposes, cooperative activities related to research and development including the flow and use of intellectual property and information and the carrying out of collaborative science and technology programs including through the attachment of personnel.

## ARTICLE 3
Implementing authorities

The authorities responsible for the implementation of this Agreement are as follows or as otherwise notified by each Party:

(a) for Australia: the Defence Science and Technology Organisation of the Department of Defence of Australia; and

[1] Should read "Stockholm".
[2] United Nations, *Treaty Series*, vol. 828, p. 3.

(b) for Singapore: the organisations of the Defence Technology Group of the Ministry of Defence of the Republic of Singapore.

ARTICLE 4
Exchange of information detailed in bulletins or document digests

1. Each Party shall provide to the other Party copies of its bulletins or document digests detailing information concerning defence science and technology that has limited distribution and is not available to the general public but has been approved for release to the other Party. Bibliographical data in bulletins or document digests shall be provided, where possible, by both Parties in machine-readable format.

2. Each Party may request from the other Party information identified in bulletins or document digests provided by the other Party or which is otherwise identified in the course of the implementation of this Agreement. Any such information requested by one Party shall be provided at the discretion of the Party which receives the request. If a request for such information is refused, the Party which made the request shall be so advised.

3. Exchanges of such information shall be implemented by both Parties through the Document Exchange Centre of the Australian Department of Defence and the Singapore Implementing Authority (as specified in individual arrangements) on behalf of the Singapore Ministry of Defence.

4. The Parties shall mutually determine at what cost, if any, such information is to be provided before it is provided. Unless a cost is mutually determined in writing before such information is provided, the information shall be provided free of charge.

ARTICLE 5
Collaborative science and technology programs

1. Activities related to defence science and technology carried out under this Agreement may include joint programs and sharing of resources in applied research and early concept development of defence materials and equipment (herein referred to as "collaborative science and technology programs").

2. Collaborative science and technology programs shall be the subject of arrangements to be considered and determined on a case by case basis. The arrangements shall be subject to the provisions of this Agreement unless the Parties mutually determine alternate provisions in an arrangement or otherwise in writing in relation to a particular collaborative science and technology program.

3. Each Party shall appoint a Program Manager for each collaborative science and technology program. The Program Managers shall be responsible for the planning and conduct of and reporting on the collaborative science and technology program.

4. Unless the Parties otherwise mutually determine in writing, the Parties shall use their best endeavours, subject to their disclosure policies and any privately held rights, to exchange any information necessary for or useful in the conduct of a collaborative science and technology program and the Parties shall exchange all generated information.

ARTICLE 6
Attachment of personnel

1. Collaborative science and technology programs may consist of or include the attachment of personnel of one Party to perform consultancy, investigative or research work in the other Party's defence establishments.

2. The scope, objectives, duration, management and other matters associated with the attachment of personnel shall be set out, for each attachment, in the arrangement for the collaborative science and technology program.

3. Attached personnel shall be security cleared to a level mutually determined by the Parties to be appropriate, prior to commencing duties on attachment.

4. Attached personnel shall be required to comply with the laws of the host country when in the host country and, when undertaking work on attachment, to observe local rules and conditions as they apply to hours of working, safety regulations and work practices and conduct themselves in a fit and proper manner.

5. Attached personnel shall be entitled to recreation leave and other entitlements in accordance with the regulations of the parent country and shall observe local public holidays appropriate to the establishments in which their attachments take place.

6. Attached service personnel shall be subject, as appropriate, to the Agreements between the Government of Australia and the Government of the Republic of Singapore constituted by an Exchange of Notes of 1 December 1971 and an Exchange of Notes of 10 February 1988 constituting a Status of Forces Agreement.

7. Unless otherwise mutually determined in writing, attached personnel shall be required to prepare reports on their attachments at six monthly intervals. The reports shall specifically include a summary of the work undertaken, conditions experienced during the attachment, welfare facilities, services provided and the benefit derived by the attachment. Unless otherwise mutually determined in writing, at the end of each attachment, attached staff shall be required to prepare a final report on the work carried out. All reports shall be made available in full to both Parties.

ARTICLE 7
Intellectual property

1. Each Party shall give notice of intellectual property arising from activities other than those carried out under this Agreement and which it proposes to make known to the other Party.

2. All intellectual property generated in collaborative science and technology programs shall be subject to the following provisions:

(a) all intellectual property developed independently by either Party shall be solely owned by that Party (hereinafter called "Sole Intellectual Property"); and

(b) all intellectual property developed as the result of shared efforts or resources of both Parties shall be jointly owned by the Parties (hereinafter called "Joint Intellectual Property").

3. If a patentable invention or registrable design arises out of a collaborative science and technology program as a result of shared efforts or resources:

(a) the primary right to secure appropriate statutory protection, in the joint name of the Parties, in all countries of the world, shall fall to the Party in whose territory the invention or registrable design was made or, if made in more than one territory, by the Party to whose equipment the invention or registrable design primarily relates;

(b) if the Party having the primary right declines to secure such protection in all or any country, it shall offer the other Party the opportunity to seek such protection in those countries or country in the sole name of that other Party.

4. Each Party shall do all things necessary to assist the other in securing the protection referred to in paragraph 3.

5. Each Party may use Sole Intellectual Property or Joint Intellectual Property for its own defence science and technology purposes as envisaged by this Agreement. Use of such intellectual property for any other purposes including sales or other commercial exploitation shall be subject to agreements to be negotiated between the Parties.

6. In agreeing upon the use of intellectual property in accordance with paragraph 5, the Parties shall have regard to relevant considerations including:

(a) the intellectual contributions of each Party;

(b) the contribution of intellectual property, materials, research effort and preparatory work of each country; and

(c) the facilities provided by either country.

7. In the context of a particular collaborative science and technology program, the Parties may agree on different provisions concerning intellectual property than are set out in this Article.

ARTICLE 8
Security of classified information

1. Each Party shall apply the following rules for the protection of classified information transmitted between the Parties:

(a) the receiving Party shall accord to all the classified information a standard of physical and legal protection not less than that which it accords to its own information of equivalent classification;

(b) the receiving Party shall not use the classified information for any purpose other than that for which it is transmitted;

(c) the receiving Party shall not disclose or release or provide access to the classified information or information derived or reproduced therefrom to any third party without the prior written consent of the providing Party;

(d) the receiving Party shall not alter any security classification of the classified information or destroy the classified information without the prior written consent of the providing Party;

(e) the receiving Party shall mark all reproductions or translations of the classified information with the same classification as the original information; and

(f) the providing Party shall inform the receiving Party of any change in the classification of the classified information.

2. The Parties may mutually determine such additional requirements for security protection as they consider appropriate for the purpose of facilitating the transmission and protection of classified information.

3. Recorded classified information shall be marked with one of the following corresponding security classifications:

| In Australia | In Singapore |
|---|---|
| SECRET | SECRET |
| CONFIDENTIAL | CONFIDENTIAL |
| RESTRICTED | RESTRICTED |

4. All generated information shall be classified jointly by the Program Managers of the Parties for the relevant collaborative science and technology program. If a question arises concerning the classification of any generated information, that information shall be classified with the highest classification proposed.

5. Access to classified information received from the other Party shall be limited to those who require it for the performance of their duties and who have been given a security clearance to the appropriate level in accordance with the receiving Party's national laws and regulations.

6. Without limiting the application of other provisions of this Article, before a Party may, with the consent of the other Party, transmit classified information to a contractor or other third party within its territory for the purposes of this Agreement, that Party shall ensure that:

(a) in accordance with its national laws and regulations it has issued the contractor concerned with a security clearance to the appropriate level;

(b) any establishments in which classified information is to be stored are properly able to store such classified information;

(c) it has prescribed to the contractor measures for the protection of classified information; and

(d) it has put in place procedures to monitor the implementation of those measures.

7. Classified information shall be transmitted in accordance with the providing Party's national security regulations and procedures.

8. Transmission of classified information between the territory of one Party and the territory of the other Party shall be on a Government to Government basis through diplomatic or military channels unless otherwise mutually determined by the Parties. The receiving Party shall confirm receipt of classified information transmitted by the providing Party.

9. Each Party shall provide to the other requisite information about its security standards, procedures and practices for safeguarding of classified information.

10. Each Party shall ensure that within its territory necessary security inspections are carried out and appropriate security regulations and procedures are complied with.

11. Attached personnel shall be required to observe the security measures in operation in the host country during their periods of attachment and may be required to sign a statement on security measures before being permitted to commence their duties. They shall be briefed at the outset of their attachments by the security authorities of the host country on the implications and need for the applicable security measures, the limitations on access to information and the "need to know" principle. The briefing shall emphasise that:

(a) access to and release of information shall be in accordance with the provisions of this Agreement;

(b) the security requirements of the host country must be strictly observed; and

(c) the conditions governing access to and release of information shall apply both during and after the period of attachment.

## ARTICLE 9
### Use and disclosure of information

1. All information which is not for public release, whether classified or not, provided, generated or otherwise acquired pursuant to this Agreement, including information provided pursuant to Article 4, shall be subject to the following conditions, and notification of these conditions shall be permanently affixed to all recorded exchanged information in a conspicuous place or manner:

(a) Unless otherwise mutually determined in writing by the Parties, the information is for defence science and technology purposes only and is free of charge.

(b) Each Party shall mark recorded information to be provided to the other with a legend indicating:

(i) the country of origin, and,

(ii) if classified, the security classification and the conditions of release, and

(iii) if unclassified, the fact that the information relates to this Agreement and that it is provided in confidence.

(c) The information shall be safeguarded in a manner that ensures its proper protection from unauthorised disclosure.

(d) Information subject to privately held rights, including the right to obtain patent or other like protection therefor, which have been identified to the other Party shall not be used or disclosed in any manner that might prejudice those rights.

(e) The information shall not be released to any third party without the prior written consent of the providing Party.

(f) Each Party shall take all lawful steps available to it to keep the information free from disclosure under any legislative provisions, unless the other Party consents in writing to such disclosure.

2. Subject to sub-paragraph 1(e) above, information referred to in paragraph 1 shall not be transferred to a third party until the third party has entered into a contract not to disclose such information to any other person.

## ARTICLE 10
### Financial arrangements

1. Unless the Parties otherwise mutually determine in writing, any costs incurred in activities undertaken pursuant to this Agreement shall be borne by the Party incurring the cost.

2. The parent Party shall bear the costs incurred on account of the attachment of personnel for a collaborative science and technology program including:

(a) salary;

(b) overseas allowances and other similar entitlements;

(c) costs of movement of dependents and household effects;

(d) costs of shipment of remains and funeral expense in event of death;

(e) travel to and from the place of attachment in the host country;

(f) medical and dental costs; and

(g) any other associated personnel costs occasioned by attachment of its personnel pursuant to a subsidiary arrangement.

3. Wherever possible the parent Party shall make arrangements to defray such costs directly to its personnel.

4. The host Party shall bear all costs of travel and allowances for travel requested by the host Party in connection with the duties of the attached personnel, including attendance at meetings or conferences on behalf of the host Party. The standard of travel, accommodation allowance and funding of conference fees shall be the same as that applicable to local personnel of comparable rank and seniority.

5. Unless otherwise mutually determined, any duties performed by the attached personnel for the parent Party shall be at the cost of the parent Party.

ARTICLE 11
Claims

Unless the Parties otherwise mutually determine in writing, each Party shall waive any claims it may have against the other Party:

(a) for damage (including loss of use) to plant, equipment and buildings if such damage was caused by an act or omission of any service personnel or civilian employees of the other Party in the course of the performance of official duty pursuant to this Agreement; and

(b) for damages for injury or death suffered by any of its service personnel or civilian employees if such damages were caused by an act or omission of any service personnel or civilian employees of the other Party in the course of the performance of official duty pursuant to this Agreement;

and the Parties shall consult on the settlement of any other claims arising from activities undertaken pursuant to this Agreement.

ARTICLE 12
Disputes

The Parties shall use their best endeavours to resolve any dispute between them arising out of the interpretation or implementation of this Agreement by consultation and negotiation.

ARTICLE 13
Force and duration

1. This Agreement shall enter into force on the date of signature and remain in force for a period of ten years unless extended by the written agreement of the Parties or unless terminated. It may be terminated at any time by mutual consent in writing or by either Party giving the other written notice of its intention to terminate it in which case it shall terminate six months after the giving of such notice. The responsibilities and obligations of each Party in relation to protection and use of information and intellectual property, claims, and any arrangement for a collaborative program shall continue to apply irrespective of termination.

2. This Agreement may be amended at any time by the mutual agreement of the Parties expressed in writing. The terms of this Agreement may be reviewed at any time at the written request of either of the Parties.

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

DONE at Canberra on the 24th day of March 1993.

For the Government of Australia:

[*Signed — Signé*][1]

For the Government of the Republic of Singapore:

[*Signed — Signé*][2]

[1] Signed by A. J. Ayres — Signé par A. J. Ayres.
[2] Signed by Teo Ming Kian — Signé par Teo Ming Kian.