No. 51893*

United States of America
and
Singapore

Memorandum of Cooperation between the Transportation Security Administration Department of Homeland Security of the United States of America and the Ministry of Transport of the Republic of Singapore. Washington, 2 June 2008

Entry into force: *2 June 2008 by signature, in accordance with article 10*

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États-Unis d'Amérique
et
Singapour

Mémorandum de coopération entre l'Administration pour la sécurité des transports du Ministère de la sécurité intérieure des États-Unis d'Amérique et le Ministère des transports de la République de Singapour. Washington, 2 juin 2008

Entrée en vigueur : *2 juin 2008 par signature, conformément à l'article 10*

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[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF COOPERATION

BETWEEN THE

TRANSPORTATION SECURITY ADMINISTRATION DEPARTMENT OF HOMELAND SECURITY OF THE UNITED STATES OF AMERICA

AND THE

MINISTRY OF TRANSPORT OF THE REPUBLIC OF SINGAPORE

WHEREAS, the Transportation Security Administration (TSA) of the Department of Homeland Security of the United States of America, and the Ministry of Transport (MOT) of the Republic of Singapore, individually referred to herein as "a Party" or "each Party," as appropriate, and collectively referred to as "the Parties," have as a common purpose to strengthen and promote friendly relations, mutual understanding and the development of technical cooperation in civil aviation security between the two countries;

WHEREAS, the Parties have a common interest in promoting research and development relating to civil aviation security matters;

WHEREAS, the Parties seek to make the best use of their respective research and technology development capacities, eliminate unnecessary duplication of work and obtain the most efficient and cost effective results through cooperative activities, to generate technological solutions to counter threats to civil aviation security;

WHEREAS, the Parties desire to increase the exchange of information and where possible, expertise in areas pertinent to the identification of civil aviation security threats and the development of best practices; and

WHEREAS, the Parties desire to establish a framework for cooperation in technological research, development, testing, and evaluation in the field of civil aviation security;

IT IS AGREED AS FOLLOWS:

ARTICLE 1
Objective

1. This Memorandum of Cooperation (MOC) is a framework agreement that sets forth the terms and conditions for mutual cooperation in the development and enhancement of bilateral civil aviation security (AVSEC). For this purpose, the Parties may, subject to the availability of funds and necessary resources, provide personnel, resources, and related services to cooperate in accordance with Annexes and Appendices to this MOC to be agreed upon by the Parties.

2. The objective of this MOC may be achieved by cooperation in the areas of policy and procedures, technology, operations, technical exchange, and regular dialogue to promote

awareness of AVSEC.

3. Such cooperation may include:

(a) for policy and procedures-

the sharing of knowledge and best practices on AVSEC policies and procedures,

(b) for technology-

the sharing of knowledge, technical information and experience on new technology deployed or to be deployed for use for AVSEC purposes and joint operational testing, and evaluation of new and advanced security equipment in an airport environment,

(c) for operations-

providing assistance and facilitation as may be necessary for audits of or enhancement of security measures taken by their respective national carriers, subject to each Party's laws and regulations and other conditions as may be mutually agreed upon by the facilitating and approving agencies when the audits or enhancements are carried out in the other Party's territory,

(d) for technical exchange-

symposia, conferences, training, seminars, courses, or other technical programs on AVSEC, which can be conducted, organized or hosted by either of the Parties, individually or jointly, and in coordination with their related agencies,

(e) for regular dialogue to promote AVSEC-

annual senior level official meetings and regular working level meetings between the Parties and/or their relevant aviation or AVSEC authorities.

ARTICLE 2
Definitions

For purposes of this MOC, the Parties have adopted the following definitions:

1. **Implementing Entities:**

(a) The Transportation Security Administration (TSA) of the United States Department of Homeland Security (DHS); and

(b) The Ministry of Transport (MOT) of the Republic of Singapore.

2. **Classified Information:**

Official information that requires protection for national security, law enforcement, domestic security, or other reasons and is so designated by the application of the appropriate security classification markings in accordance with the national laws, regulations, policies, directives or practices of the Party providing the information. Whether the information is provided or generated under this MOC, it will be marked to identify it as Classified Information.

3. **Sensitive Information:**

Information that is not Classified Information, but to which access or distribution limitations have been applied in accordance with national laws, regulations, policies, directives or practices of the Party providing the information. Whether the information is provided or generated under this MOC, it will be marked to identify its sensitive character. This definition includes, but is not limited to, information marked "Sensitive Security Information," "Law Enforcement Sensitive Information," "Controlled Unclassified Information," and "For Official Use Only."

ARTICLE 3
Implementation

1. The Parties shall implement this MOC in accordance with Annexes and Appendices to be agreed upon in writing by the Parties. An Annex or Appendix shall form an integral part of this MOC when mutually agreed to by the Parties.

2. Representatives from the TSA and the MOT may meet periodically to discuss cooperative activities. A joint review of the status of ongoing activities, which are the subject of Annexes and Appendices to the MOC, may be conducted at such intervals as mutually agreed by the Parties, if necessary.

3. The designated offices for the coordination and management of this MOC and its Annexes and Appendices, and where all requests for services under this MOC should be made, are:

for the TSA:

Transportation Security Administration
Office of Global Strategies
601 South 12th Street
Arlington, VA 22202
Tel no. +1 571-227-3715
Fax no. +1 571-227-2577

for the MOT:

International Relations and Security Division
Ministry of Transport
#33-00 PSA Building
460 Alexandra Road
Singapore 119963
Tel no. 65-63752501
Fax no. 65-63757734

4. The technical program liaison for a specific activity shall be established in accordance with the relevant Annex and/or Appendix for such activity.

ARTICLE 4
Exchange of Personnel

The Parties may exchange technical personnel as required to pursue and carry out the activities in accordance with the Annexes and Appendices to this MOC. The terms and conditions and the scope of work to be performed for such exchanges shall be agreed to by the Parties in the relevant Annexes and Appendices. Such personnel may be from the TSA, the MOT, or supporting government agencies, or may be contractors, as mutually agreed. Personnel, excluding contractors, assigned to any activity shall retain their status as government employees. The supervision and administration of the personnel shall be in accordance with the laws, policies and procedures of the assigning Party. The assigned personnel shall perform at the high level of conduct and technical execution required by both Parties.

ARTICLE 5
Equipment and Loan Arrangements

A Party may loan equipment to the other in accordance with the Annexes or Appendices to this MOC. Unless otherwise specified in an Annex or Appendix, the following general provisions shall apply to all loans of equipment:

(a) the borrower shall, at its own expense, transport any equipment to the borrower's designated location and note its value, as identified by the lender,

(b) unless otherwise agreed between the Parties the borrower shall assume custody and possession of said equipment upon its delivery by the lender to the designated point of embarkation in the lender's territory,

(c) upon completion of use or of the expiration or termination of the pertinent Appendix, Annex or this MOC, the borrower shall return the equipment to the lender at the

borrower's expense; the equipment shall remain in the custody of the borrower until returned to the lender's designated receiving point,

(d) the borrower shall be responsible for installing the equipment at the borrower's location,

(e) the lender and borrower shall cooperate in securing any export licenses and other documents required for the shipment of the equipment,

(f) the lender shall assist the borrower in locating sources of supplies for common items and parts which are not readily available to the borrower,

(g) the borrower shall place and install equipment in accordance with the agreed program plan, as shown in the Annex or Appendix, as the case may be,

(h) during the period of the loan, the borrower shall operate and maintain equipment in accordance with the manufacturer's instructions as well as the lender's instructions, if any, ensure the physical security of the equipment, and permit inspection by the lender at any reasonable time,

(i) in the event of loss or damage of any equipment loaned under this MOC and for which the borrower assumed custody and possession, the borrower shall compensate the lender for the value (as identified by the lender and noted by the borrower in paragraph (a) of this Article) of the lost or damaged equipment,

(j) any equipment exchanged under this MOC shall be solely for research or developmental purposes and shall not be used in any way whatsoever for active civil aviation or other operational use, unless otherwise agreed by the Parties,

(k) any transfers of technology, equipment or other items pursuant to this MOC shall be subject to the applicable laws and policies of the Parties.

ARTICLE 6
Funding

Unless otherwise specified in an Annex or Appendix to this MOC, each Party shall bear its own costs for work done in accordance with this MOC and it associated Annexes and Appendices. Activities conducted pursuant to this MOC are subject to the availability of appropriated funds and personnel.

ARTICLE 7
Protection of Confidential Information

1. Cooperative activities undertaken pursuant to this MOC may include the use and exchange of information designated as Sensitive or Classified by either or both Parties.

2. Each Party shall protect Sensitive and Classified Information received from the other Party against unauthorized disclosure, in accordance with the terms set forth herein and in accordance with the Parties' respective laws and regulations.

3. The recipient Party shall afford Sensitive and Classified Information a degree of protection at least equivalent to that afforded it by the Party providing the information.

4. The recipient Party shall not release or disclose Sensitive or Classified information to any person, firm, institution, organization, or any other entity that does not form a part of the Government of the United States of America or the Government of the Republic of Singapore without the prior written approval of the Party providing the information, except as required by the Parties' respective laws and regulations, in which event the receiving Party shall promptly notify the providing Party of the disclosure.

5. Each Party shall ensure that access to the Sensitive or Classified Information shall be granted only to those individuals whose official duties require such access and who, where needed, have been granted the requisite personnel security clearance in accordance with the prescribed standards of the Parties.

6. The Party providing information may request additional limitations on the use, disclosure, release and access to particular Sensitive or Classified Information as a condition of its being provided to the receiving Party. If the receiving Party consents, it shall abide by such limitations.

7. The providing Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises of Sensitive or Classified Information that is provided under this MOC, and the recipient Party shall initiate an investigation to determine the circumstances. The results of the investigation and information regarding measures taken to prevent recurrence shall be forwarded to the Party providing the information.

8. On request, each Party shall provide the other Party with information about its security standards, procedures and practices for safeguarding Sensitive and Classified Information.

9. Each Party shall promptly notify the other Party of any proposed or actual changes to its laws and regulations that would affect the protection of Sensitive and Classified Information shared under this MOC. In such cases, the Parties shall consult to consider possible amendments to the MOC. In the interim, such information shall continue to be protected as described herein, unless otherwise approved in writing by the providing Party.

ARTICLE 8
Amendments

This MOC and its Annexes and Appendices may be amended by mutual consent of the Parties. An amendment shall be made in writing.

ARTICLE 9
Resolution of Disagreements

Any disagreement regarding the interpretation and/or application of this MOC and/or its Annexes and Appendices shall be resolved by consultations between the Parties and shall not be referred to any international tribunal or third party for settlement.

ARTICLE 10
Entry into Force, Amendment and Termination

1. This MOC shall enter into force on the date of the last signature and shall remain in force indefinitely until terminated in accordance with paragraph 3 of this provision.

2. This MOC shall not supersede or alter the existing agreements or arrangements between the Government of the United States of America and the Government of the Republic of Singapore that predate the entry into force of this MOC in the following areas of cooperation:

(a) the deployment and operations of government air marshals on each Party's air carriers operating into and through each Party's territory,

(b) the stationing of government Document Specialists at each Party's international airports, and

(c) the sharing, safeguarding, or disclosing of information.

3. This MOC, and any of its Annexes and Appendices, may be terminated by either Party by providing *sixty (60) days* notice in writing to the other Party. Termination of this MOC shall not affect existing obligations of the Parties under Articles 5 in regard to equipment loaned prior to the termination, Article 7 in regard to documents/ information exchanged prior to the termination, and paragraph 2 of this Article. Each Party shall have *one hundred and twenty (120) days* to close out its activities following termination of this MOC or an Annex or Appendix to this MOC. The termination of this MOC shall terminate its Annexes and Appendices.

ARTICLE 11
Authority

The TSA and the MOT agree to the provisions of this MOC as indicated by the signature of their duly authorized representatives.

Done at Washington, D.C. this 2nd day of June 2008.

FOR THE TRANSPORTATION SECURITY ADMINISTRATION
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES OF AMERICA

BY: Gale Rossides
GALE ROSSIDES

TITLE: DEPUTY ADMINISTRATOR

DATE: June 2, 2008

FOR THE MINISTRY OF TRANSPORT
REPUBLIC OF SINGAPORE

BY:
BG(NS) CHOI SHING KWOK

TITLE: PERMANENT SECRETARY

DATE: 2nd June 2008