

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.

**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.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA
AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
FOR COOPERATION IN DEFENCE SCIENCE AND TECHNOLOGY

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 1971² and an Exchange of Notes of 10 February 1988³ 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 I
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

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 Geneva¹ 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;