

AGREEMENT

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

**CONCERNING MILITARY TRAINING AND TRAINING AREA
DEVELOPMENT IN AUSTRALIA**

The Government of Australia (“Australia”) and the Government of the Republic of Singapore (“Singapore”) (collectively, “the Parties”);

DESIRING to further promote mutually beneficial defence relations and security cooperation;

NOTING that the *Exchange of Notes constituting a Status of Forces Agreement between the Government of Australia and the Government of the Republic of Singapore*, which entered into force on 10 February 1988 (“the 1988 SOFA”), or any successor agreement, shall apply to the activities conducted under this Agreement;

NOTING the *Agreement between the Government of Australia and the Government of the Republic of Singapore for the Reciprocal Protection of Classified Information Transmitted between the Australian Department of Defence and the Singapore Ministry of Defence*, which entered into force on 5 June 1997, or any successor agreement (“the Classified Information Agreement”);

RECALLING the Joint Declaration by the Prime Ministers of Australia and Singapore on a Comprehensive Strategic Partnership of 29 June 2015 which called for “increased access to, and enhancement of, training areas including joint development of military training facilities in Australia, consistent with the requirements of both countries, while respecting Australia’s sovereignty and noting Australia’s ownership”;

RECALLING the Australia-Singapore Comprehensive Strategic Partnership Joint Minute of 29 April 2016, adopted through an exchange of letters between the Prime Ministers of Australia and Singapore on 4 May 2016;

DESIRING to develop a framework for unilateral training by Singapore, as well as for joint enhancement and development of military training areas and facilities, in Australia;

HAVE AGREED as follows:

PART I: INTRODUCTORY MATTERS

ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Agreement:

- (a) “Assets” means any vehicles, aircraft, vessels, equipment, weapons, ammunition, explosives, fuel and hazardous materials, communications systems, stores and provisions used for, or in support of, military training;
- (b) “Australian Authorised Personnel” means any Australian Personnel authorised in the exercise of their duties to instruct or direct a Singapore Commander or Singapore Personnel in relation to the conduct of Training Activities;
- (c) “Australian Commercial Enterprise” means any entity regulated by Australian Laws, which engages in commercial activities in Australia and uses a primarily Australian labour force;

- (d) “Australian Laws” includes any Australian Commonwealth, State or Territory statute or regulation, as may be amended or replaced from time to time;
- (e) “Australian Personnel” means a member of the Australian Defence Force or a civilian employed by, or in the service of, the Australian Department of Defence;
- (f) “Calendar Year” means a twelve month period of time from 1 January to 31 December;
- (g) “Classified Information” has the meaning in the Classified Information Agreement;
- (h) “Commercial Information” means commercial information which is not subject to a security classification, but which may prejudice commercial interests if disclosed without authorisation;
- (i) “Contractor” means any entity under contract or sub-contract to the Singapore Armed Forces to provide a good or service to the Singapore Armed Forces in Australia in connection with the Training Activities;
- (j) “Civilian Component” has the meaning in the 1988 SOFA;
- (k) “Dependants” has the meaning in the 1988 SOFA;
- (l) “Development Activities” means a set of development activities specified in Part II of the Annex to this Agreement;
- (m) “Environment” includes:
 - (i) ecosystems and their constituent parts, including people and communities;
 - (ii) natural and physical resources;
 - (iii) the qualities and characteristics of locations, places and areas;
 - (iv) heritage values of places, including indigenous cultural heritage; and
 - (v) the social, economic and cultural aspects of a thing mentioned in paragraph (i), (ii), (iii) or (iv).
- (n) “Facility” means a building, structure or installation (or parts thereof) used for, or in support of, military training;
- (o) “Financial Period” means a period of time to be mutually determined in writing by the Parties;
- (p) “Infrastructure” means built networks, such as roads, telecommunication and power supply and other utilities required to support military training;
- (q) “JASINCG” means the Joint Australia Singapore Coordination Group or any successor to this forum;
- (r) “SAF Personnel” means members of the Singapore Armed Forces in Australia for the purpose of conducting or supporting Training Activities;
- (s) “Singapore Commander” has the meaning in Article 15(2) (Jurisdiction, Command, Control and Discipline) of this Agreement;
- (t) “Singapore Personnel” means both SAF Personnel and a Civilian Component in Australia for the purpose of conducting or supporting Training Activities, but does not include Contractors;

- (u) “Training Activities” means a set of military training activities specified in Part I of the Annex to this Agreement, but does not include activities that are primarily used for the testing or evaluation of war materiel;
- (v) “Training Area” is an area of land, sea, or air (or parts thereof) declared for use for military training in Australia;
- (w) “Training Type” means a kind or category of military training; and
- (x) “Training Window” means a period for military training, inclusive of any time required for introduction and withdrawal of personnel and Assets for that training.

ARTICLE 2 PURPOSE AND SCOPE

- (1) The purpose of this Agreement is to outline:
 - (a) the Training Activities that Singapore may conduct in Australia; and
 - (b) the Development Activities to be carried out by the Parties in Australia.
- (2) The Parties may provide further detail on any matter related to this Agreement in implementing arrangements.
- (3) This Agreement shall be implemented in a manner consistent with the respective international obligations and national laws, regulations and policies of the Parties, including as specified in the other provisions of this Agreement. The Parties shall promptly consult each other if there is uncertainty about which laws, regulations or policies are applicable in a particular situation to determine an appropriate course.

PART II: TRAINING ACTIVITIES

ARTICLE 3 TRAINING ACTIVITIES

- (1) Subject to the provisions of this Agreement, Singapore may conduct the unilateral military training activities specified in Part I of the Annex to this Agreement.
- (2) Singapore shall not conduct any military operations as part of Training Activities, nor embark on military operations from a Training Area or return from operations to a Training Area, unless otherwise approved in writing by Australia.

ARTICLE 4 BASIS FOR TRAINING ACTIVITIES

- (1) The Parties acknowledge that Training Activities shall not occur or continue if Australia reasonably considers:

- (a) it would adversely affect the capability or readiness of the Australian Defence Force, as determined by the Australian Chief of the Defence Force and/or the Australian Secretary of the Department of Defence;
 - (b) it would adversely affect the Environment of a Training Area in a manner that may jeopardise its sustainable use;
 - (c) it would pose a risk to the safety of any personnel or loss or damage to property, whether from environmental conditions or other factors; or
 - (d) that extraordinary circumstances have arisen that preclude the Training Activities.
- (2) If paragraph 1 of this Article is applicable to Training Activities, then:
- (a) the preparation for, or conduct of, all relevant Training Activities shall suspend;
 - (b) Australia shall advise Singapore as soon as practicable, and use its best endeavours to identify and examine alternative arrangements for the relevant Training Activities and promptly consult with Singapore; and
 - (c) the Parties shall consult and give consideration to Australia carrying out all realistic opportunities for recovery of expended costs of Development Activities on the affected Training Area and for any net recovered costs to be paid to Singapore, in the event Training Activities on any Training Area are suspended for more than three consecutive years. The Parties shall also discuss in good faith an equitable treatment of the remaining costs of Development Activities on the affected Training Area in relation to which commercial arrangements have been entered prior to termination.
- (3) Any alternative arrangements for Training Activities referred to in paragraph 2(b) of this Article may include variations to Training Areas, Training Types, Training Windows, Assets and Singapore Personnel.

ARTICLE 5

CONDUCT OF TRAINING ACTIVITIES

- (1) The Singapore Commander shall ensure Singapore Personnel comply with:
- (a) all Australian Laws, standing orders, policies and procedures applicable to Training Activities, Training Areas or Facilities; and
 - (b) all other instructions of the Australian Authorised Personnel, including in relation to training de-confliction, security, safety, noise abatement, workplace health and safety, and management of the Environment at Training Areas or Facilities, to the satisfaction of the Australian Authorised Personnel.
- (2) If Australia considers that Training Activities are not in compliance with paragraph 1 of this Article, those Training Activities shall suspend until compliance is rectified to the satisfaction of Australia.
- (3) The Singapore Commander and the Australian Authorised Personnel shall share all relevant information, subject to the Parties' respective international obligations and

national laws relating to the protection of information, and consult on matters of mutual concern and interest.

(4) Singapore shall not have exclusive control of Training Areas or Facilities it uses, and Australian Personnel shall retain a right of access to those Training Areas and Facilities, in accordance with Australian Laws, standing orders, policies and procedures applicable to Training Activities, Training Areas or Facilities.

(5) Singapore Personnel shall escort such Australian Personnel, provided that access shall not be denied if such Singapore Personnel are not available.

(6) Singapore may, in connection with Training Activities:

(a) import, export and move Assets into, from and within Australia; and

(b) store and use Assets at Training Areas and Facilities;

in consultation with relevant Australian authorities and in accordance with this Agreement, any implementing arrangements, Australian Laws, standing orders, policies, procedures and the instructions of Australian Authorised Personnel.

(7) Australia shall not impede the prompt export of Singapore Assets if Singapore needs to repatriate its Assets back to Singapore.

(8) Singapore shall provide adequate notification to Australia of the type and quantity of Assets that it intends to import into Australia and store at Facilities in connection with Training Activities.

(9) Singapore shall provide information requested by Australia relating to the Assets referred to in paragraph 8 of this Article to assist in meeting compliance with Australian Laws.

(10) Australia shall advise Singapore of any Assets referred to in paragraph 8 of this Article that may not be imported into Australia or stored at Facilities.

(11) Singapore shall notify Australia in writing prior to the initial introduction and final withdrawal of Assets to and from Training Areas in each Training Window.

(12) Singapore may establish temporary camps for the purposes of Training Activities at Training Areas, with Australian approval.

(13) The Singapore Commander shall notify the Australian Authorised Personnel of all incidents and accidents involving Singapore Personnel.

(14) Australia shall coordinate emergency responses and collaborate with Singapore on the management of any accidents or incidents during Training Activities involving Singapore Personnel or Assets, and Australia shall use its best endeavours to accommodate the applicable safety policy and procedures as may be advised by Singapore provided they are consistent with Australian safety policy and procedures.

(15) Singapore may use telecommunication systems for the purposes of conducting Training Activities, provided that Singapore shall:

(a) only use frequencies allocated by Australia; and

(b) not use telecommunication systems in a manner likely to interfere with communication systems operated or licensed by Australia.

(16) Singapore may use publicly offered telecommunication services in Australia in connection with Training Activities, subject to Australian Laws and the terms of business providers.

(17) Australia shall, to the extent permitted under Australian Laws, accept as valid, without test or charge, medical and other professional, technical or trade licenses and qualifications of Singapore Personnel, necessary for carrying out or supporting Training Activities.

ARTICLE 6

AUSTRALIAN SUPPORT FOR TRAINING ACTIVITIES

(1) Australia shall provide maintenance services for all Training Areas, Facilities and Infrastructure used by Singapore for, or in support of, Training Activities, unless otherwise mutually determined.

(2) Australia shall notify Singapore in writing of any other types of goods or services in support of Training Activities that will need to be provided by Australia due to requirements under Australian Laws, standing orders, policies or procedures, such as, but not limited to, the storage of explosive ordnance.

(3) Singapore may also request Australia provide goods and services in support of Training Activities and Australia shall provide such goods and services:

(a) on a best endeavours basis, consistent with its national requirements, priorities and capabilities; and

(b) in accordance with procedures outlined in implementing arrangements made under this Agreement, unless the Parties mutually determine to use logistics support agreements or arrangements in force or effect between them.

(4) Australia shall, as far as practicable, seek to ensure that any goods and services in support of Training Activities procured by Australia on behalf of Singapore via Australian commercial arrangements are procured on the same terms and conditions as such contracted support is provided to Australia.

(5) Australia shall provide Australian Personnel to liaise, support and help administer Training Activities, consistent with its national requirements, priorities and capabilities, and may engage consultants where necessary to support these activities.

ARTICLE 7

COMMERCIAL SUPPORT FOR TRAINING ACTIVITIES

(1) Singapore may enter into commercial arrangements for the procurement of goods and services in support of Training Activities on the basis that:

(a) the procurement would be consistent with the effective operation and management of Training Areas, Facilities or Infrastructure, as determined by Australia;

- (b) the procurement is subject to an open and fair tender process, where the value of the goods or services exceeds a mutually determined value; and
 - (c) Singapore shall demonstrate a practical commitment to the use of Australian Commercial Enterprises, with priority given to Australian Commercial Enterprises in the locality of Training Areas and Facilities where Training Activities occur, taking into account the capability of Australian Commercial Enterprises to deliver the goods or services to the quality standards required by Singapore on a commercially competitive basis.
- (2) Paragraph 1(c) of this Article shall not apply where Singapore gives written notice to Australia that procurement of the goods or services from Australian Commercial Enterprises:
- (a) is likely to prejudice Singapore's national security, or operational and industrial capabilities for strategic reasons;
 - (b) shall infringe existing commercial arrangements for the support or maintenance of Assets, including warranties or exclusive licences; or
 - (c) shall infringe Singapore's international obligations and agreements.
- (3) In undertaking such procurement, Singapore shall:
- (a) give advanced notice to Australia of its planned procurement of categories of goods and services that are advised in writing by Australia;
 - (b) provide Australia a breakdown of yearly expenditure on goods and services that were procured from Australian Commercial Enterprises, as well as all enterprises; and
 - (c) provide any other information in relation to procurement processes as requested in writing by Australia.
- (4) If Singapore discloses clearly identified Commercial Information to Australia under this Article, Australia shall:
- (a) handle it in accordance with its information security policies;
 - (b) not at any time use it for purposes other than those authorised by Singapore; and
 - (c) not at any time disclose the information to a third party without prior written consent of Singapore, unless required by law.

ARTICLE 8

ENVIRONMENTAL IMPACT OF TRAINING ACTIVITIES

- (1) The Parties acknowledge the importance of managing and protecting the Environment in conducting Training Activities.

- (2) Singapore shall comply with Australian Laws, standing orders, policies and procedures, and instructions of the Australian Authorised Personnel relating to the Environment when conducting Training Activities.
- (3) Unless otherwise advised by Australia, Training Activities and/or Assets shall be subject to:
- (a) environmental impact assessments, and any conditions resulting from such assessments, in accordance with Australian Laws relating to the Environment;
 - (b) inspection by the Parties of the Environment that may be affected by Training Activities immediately prior to the commencement of training in a Training Window;
 - (c) monitoring of the Environment during Training Activities; and
 - (d) inspection by the Parties of the Environment affected by Training Activities immediately after completion of training in a Training Window.
- (4) Australia, in consultation with Singapore, may engage consultants to assist with the assessments, inspections and monitoring referred to in paragraph 3 of this Article if it considers it necessary and these costs shall be funded by Singapore in accordance with Article 12(1)(c) (Costs of Training Activities).
- (5) Australia shall determine the remediation, restoration and rehabilitation of the Environment affected by Training Activities required to:
- (a) restore a Training Area, as benchmarked against the inspection referred to in paragraph (3)(b) of this Article, including in relation to the clearance of unexploded ordnance resulting from Training Activities; and
 - (b) comply with Australian Laws and policies related to the Environment.
- (6) Singapore shall comply with the determination under paragraph 5 of this Article.
- (7) Singapore shall provide any necessary information to assist Australia in understanding and assessing the impact on the Environment of Training Activities or Assets.
- (8) The Singapore Commander shall ensure that all Singapore Personnel are appropriately briefed on the requirements of Australian Laws, standing orders, policies and procedures relating to the Environment and their applicability to Training Activities and Assets.

PART III: DEVELOPMENT ACTIVITIES

ARTICLE 9 DEVELOPMENT ACTIVITIES

Subject to this Agreement, the Parties shall carry out the Development Activities as specified in Part II of the Annex to this Agreement.

ARTICLE 10

BASIS FOR DEVELOPMENT ACTIVITIES

- (1) The Parties acknowledge that commencement, progress and delivery of Development Activities shall be subject to:
- (a) receipt of funding relating to the Development Activities as specified in this Agreement;
 - (b) the costs to be incurred by Australia under Article 13(1) (Cost of Development Activities) of this Agreement not exceeding the caps referred to in Article 13(2) of this Agreement;
 - (c) obtaining necessary approvals and compliance with other requirements for commencing and progressing Development Activities under Australian Laws and policies, including, but not limited to, those relating to engineering, building and construction, the Environment, native title, workplace health and safety, and land acquisition or lease;
 - (d) ensuring that the planning and design of Development Activities do not impede the Australian Defence Force's effective use of the Training Areas;
 - (e) acquiring or leasing the relevant land, and obtaining the right to use the superjacent airspace for military training; and
 - (f) obtaining the right to construct or install Facilities and Infrastructure on the relevant land.
- (2) If paragraph 1 of this Article is not satisfied, then the relevant Development Activities shall be suspended and the Parties shall promptly consult in relation to any alternative arrangements for those Development Activities.

ARTICLE 11

AUSTRALIAN SUPPORT FOR DEVELOPMENT ACTIVITIES

- (1) Subject to paragraph 4 of this Article, Australia shall manage all aspects of, and enter into the commercial arrangements for, the delivery of Development Activities.
- (2) Australia shall:
- (a) give priority to Australian Commercial Enterprises in the locality of Training Areas and Facilities where Training Activities occur for delivery of Development Activities, consistent with Singapore's national security considerations and taking into account the capability of Australian Commercial Enterprises to deliver the goods or services to the quality standards required on a commercially competitive basis; and
 - (b) as far as practicable, seek to ensure that any goods and services in support of Development Activities procured by Australia on behalf of Singapore via Australian commercial arrangements are procured on the same terms and conditions as such contracted support is provided to Australia.

- (3) Australia shall provide Australian Personnel to assist in the planning, design and administration of Development Activities, consistent with its national requirements, priorities and capabilities, and may, in consultation with Singapore, engage consultants where necessary to support these activities.
- (4) Australia and Singapore shall mutually determine the designs for, and consult closely on the planning and progress of, Development Activities.
- (5) Singapore shall promptly provide information at the request of Australia that supports Australian planning, design and administration of Development Activities.

PART IV: FINANCIAL ARRANGEMENTS

ARTICLE 12 COSTS OF TRAINING ACTIVITIES

- (1) Singapore shall be responsible for the full costs incurred by Australia relating to Training Activities as follows:
 - (a) costs of operating and maintaining Training Areas, (including Facilities and Infrastructure on the Training Areas), to ensure their safety and fitness for purpose, based on Singapore's *pro rata* use calculated in accordance with a methodology set out in an implementing arrangement to this Agreement;
 - (b) costs of operating and maintaining Facilities and Infrastructure outside of the Training Areas, to ensure their safety and fitness for purpose, based on Singapore's *pro rata* use calculated in accordance with methodologies set out in implementing arrangements to this Agreement;
 - (c) costs relating to the preparation for, and conduct of, Training Activities, including costs arising under Article 5 (Conduct of Training Activities), 6 (Australian Support for Training Activities), 8 (Environmental Impact of Training Activities), 17 (Security), 18 (Health), and 20 (Workplace Health and Safety);
 - (d) duties, taxes, fees and charges incurred by Australia that do not fall within Article 21(1) (Taxes and Duties) of this Agreement; and
 - (e) any other costs as may be mutually determined by the Parties in writing before they are incurred.
- (2) Australia shall not be responsible for the costs of implementing any alternative arrangements for Training Activities under Article 4(2) (Basis for Training Activities).

ARTICLE 13 COSTS OF DEVELOPMENT ACTIVITIES

- (1) Subject to paragraph 2 of this Article, Singapore shall be responsible for the full costs incurred by Australia relating to Development Activities as follows:

- (a) acquisition of any land;
 - (b) commercial arrangements entered into by Australia for the delivery of the Development Activities;
 - (c) compliance with Australian Laws and policies applicable to Development Activities;
 - (d) costs under Article 11(3) (Australian Support for Development Activities) of this Agreement;
 - (e) any necessary restoration, remediation or rehabilitation of the Environment affected by Development Activities;
 - (f) removing Facilities or Infrastructure resulting from Development Activities if no longer needed by both Parties or as specified under any lease arrangements;
 - (g) duties, taxes, fees and charges incurred by Australia that do not fall within Article 21(1) (Taxes and Duties) of this Agreement; and
 - (h) any other costs as may be mutually determined in writing by the Parties before they are incurred.
- (2) The amount of funding by Singapore for all costs arising from the Development Activities specified in Part II of the Annex to this Agreement shall not exceed any amount detailed in Part III of that Annex.
- (3) The amount of funding by Singapore for costs to Australia under paragraph 1(d) of this Article in relation to Development Activities specified in Part II of the Annex to this Agreement shall not exceed any amount detailed in Part III of that Annex.
- (4) Australia shall not be responsible for the costs of implementing any alternative to the Development Activities arising under Article 10(2) of this Agreement.

ARTICLE 14

PAYMENT FOR DEVELOPMENT AND TRAINING ACTIVITIES

- (1) The Parties shall meet prior to the start of a Financial Period to estimate the total costs referred to in Article 12(1) (Costs of Training Activities) and Article 13(1) (Costs of Development Activities) for that Financial Period.
- (2) Singapore shall deposit the mutually determined estimated costs in Australian dollars into a nominated Australian account:
- (a) prior to each payment becoming due, noting that for costs of acquiring land, Singapore may deposit the costs as close as practicable to the due date; and
 - (b) in accordance with implementing arrangements to this Agreement.
- (3) Australia shall pay for the actual costs referred to in paragraph 1 of this Article from the Australian account during the Financial Period.

(4) Authorisation shall be obtained for all withdrawals made from the Australian account in accordance with the policies, procedures and financial arrangements listed in an implementing arrangement to this Agreement.

(5) If at any stage during the Financial Period costs are forecast to exceed the balance of the account, Australia shall give reasonable notice and provide reasons to Singapore, and if Singapore considers the cost overruns to be reasonable, Singapore shall deposit the predicted deficit into the account.

(6) Where the estimated costs exceed actual costs at the end of the Financial Period, Australia shall credit the amount to the nominated Australian account, unless Singapore requests reimbursement of the amount, in which case Australia shall promptly return the money to Singapore.

(7) If irregularities are identified during implementation of this Article, the Parties shall consult to determine reasonable steps to address these irregularities, including any repayment of moneys.

(8) Singapore may arrange for the nominated Australian account to be independently audited following the end of the Financial Period and shall promptly provide a copy of the audit report to Australia.

(9) Australia shall use all reasonable endeavours to facilitate such audits.

(10) Further details of financial arrangements referred to in this Article shall be recorded in an implementing arrangement to this Agreement.

PART V: GENERAL MATTERS

ARTICLE 15

JURISDICTION, COMMAND, CONTROL AND DISCIPLINE

(1) Section 1 (Criminal Jurisdiction) of Annex II to the 1988 SOFA shall apply to Singapore Personnel and their Dependants under this Agreement.

(2) Singapore shall appoint a member of the Singapore Armed Forces to exercise command, control and discipline over Singapore Personnel conducting or supporting Training Activities for each Training Window and shall notify Australia in writing of these appointments.

(3) If Singapore Personnel or their Dependants exhibit behaviour which is not professionally or socially acceptable, Australia may request in writing that Singapore remove these persons from Australia.

(4) On receipt of a request in paragraph 3 of this Article, Singapore shall take all steps legally available to comply with the request.

ARTICLE 16

PROPERTY RIGHTS

(1) Unless otherwise mutually determined in writing, Australia shall own or lease land Training Areas, Facilities or Infrastructure, including land Training Areas,

Facilities or Infrastructure acquired, leased, constructed or installed as a result of any Development Activities.

(2) For the avoidance of doubt, Australia may use Training Areas, Facilities or Infrastructure acquired, leased, constructed or installed as a result of any Development Activities in a manner consistent with this Agreement.

(3) Third parties may use Training Areas, Facilities or Infrastructure acquired, leased, constructed or installed as a result of any Development Activities provided that such use does not prejudice Singapore's Training Activities as permitted under this Agreement, and is not otherwise inconsistent with this Agreement.

(4) Australia shall be responsible for the costs of operating and maintaining the Training Areas, Facilities and Infrastructure referred to in paragraph 3 of this Section, resulting from the third party's *pro rata* use of those Training Areas, Facilities and Infrastructure.

ARTICLE 17 SECURITY

(1) Australia shall be primarily responsible for the security of Training Areas and Facilities used or developed in connection with this Agreement.

(2) Singapore shall comply, and shall ensure its Contractors comply, with Australian Laws, standing orders, policies and procedures, and instructions of Australian Authorised Personnel relating to security of Training Areas, Facilities, personnel and Assets.

(3) Australia shall share security alerts applicable to Training Areas and Facilities in use by Singapore, as far as practicable.

(4) Singapore shall provide to Australia details of Singapore Personnel and Contractors seeking access to Training Areas and Facilities, and keep these details updated on an ongoing basis.

(5) Singapore Personnel and Contractors shall carry identity cards issued by a competent Singapore authority at Training Areas and Facilities.

(6) Singapore Personnel and Contractors shall present their identity cards at the request of Australian Personnel.

(7) Australia may enter Facilities used by Singapore to validate security arrangements and procedures and in the event of a security threat or incident.

(8) Singapore Personnel shall escort such entry, provided that access shall not be denied if such Singapore Personnel are not available.

(9) Singapore shall promptly notify Australia of any security breaches at Training Areas or Facilities.

(10) Australia may:

- (a) investigate security breaches, and Singapore shall fully cooperate with such investigations; or

(b) request that Singapore investigates security breaches and promptly report to Australia.

(11) Australia may, or may instruct Singapore to, take immediate remedial action if necessary for safety or security in the event of non-compliance by Singapore Personnel or Contractors with Australian Laws, policies or procedures relating to security at Training Areas and Facilities.

(12) All Classified Information exchanged, provided or generated under this Agreement shall be used, transmitted, stored, handled and protected in accordance with the Classified Information Agreement.

ARTICLE 18 HEALTH

(1) Singapore shall ensure that Singapore Personnel and Dependants are medically and dentally fit prior to arrival in Australia and shall be responsible for providing and funding their continuing medical and dental support in Australia.

(2) Singapore shall ensure that Singapore Personnel and Dependants move into and within Australia in accordance with all Australian Laws, including those relating to biosecurity.

(3) Singapore shall immediately notify Australia if:

(a) there is a breach of the requirements referred to in paragraph 2 of this Article;

(b) there are Singapore Personnel, Dependants or Assets entering Australia that are likely to present a significant biosecurity risk to Australia; or

(c) there is an outbreak of infectious or notifiable diseases amongst Singapore Personnel, Dependants or Contractors in Australia.

(4) Notwithstanding paragraph 1 of this Article, Australia may provide, in connection with Training Activities, limited emergency medical and dental treatment and ambulance services to Singapore Personnel and Dependants within the capacity of available Australian resources.

ARTICLE 19 SINGAPORE PERSONNEL AND DEPENDANTS

(1) Singapore Personnel involved in Training Activities shall be nationals or permanent residents of Singapore.

(2) Any Singapore Personnel permitted to provide ongoing support for Training Activities in Australia outside of Training Windows, and their Dependants, shall be permitted to stay up to three years in Australia, unless otherwise approved in writing by Australia.

(3) Unless otherwise mutually determined in writing, Singapore Personnel referred to in paragraph 2 of this Article, and their Dependants, shall live in private accommodation in the community.

ARTICLE 20

WORKPLACE HEALTH AND SAFETY

- (1) Singapore shall comply, and shall ensure Contractors comply, with Australian Laws, policies and procedures, and instructions of the Authorised Australian Personnel, relating to workplace health and safety at Training Areas and Facilities.
- (2) Australia may conduct periodic workplace health and safety audits of Singapore's activities under this Agreement.
- (3) Singapore shall promptly notify Australia of any:
 - (a) workplace health and safety incident or accident involving Singapore Personnel, Contractors or Assets at Training Areas and Facilities or when transiting to or from them; and
 - (b) any breaches of the requirements referred to in paragraph 1 of this Article.
- (4) Australia may:
 - (a) investigate workplace health and safety breaches with the full cooperation of Singapore, including access to Facilities where necessary (noting that Singapore Personnel shall escort such access provided that access shall not be denied if such Singapore Personnel are not available); or
 - (b) request that Singapore investigates workplace health and safety breaches and promptly report to Australia.
- (5) Australia may, or may instruct Singapore to, take immediate remedial action if necessary for safety in the event of non-compliance by Singapore or its Contractors with Australian Laws, policies or procedures relating to workplace health and safety at Training Areas and Facilities
- (6) Singapore shall appoint, and notify Australia of, safety officers for all Training Activities.

ARTICLE 21

TAXES AND DUTIES

- (1) Singapore, Singapore Personnel and Dependants shall be free from taxes and duties in connection with activities under this Agreement in accordance with Australia's international obligations and Australian Laws, including the 1988 SOFA and the *Taxation Administration (Defence Related International Obligations and Other Matters – Indirect Tax Refunds) Determination 2018* or its successor instruments.
- (2) Contractors shall be subject to Australian Laws relating to taxes and duties.

ARTICLE 22 CONSULTATION AND COORDINATION

- (1) The JASINCG shall be the primary body for management of, and coordinating activities under, this Agreement on behalf of the Parties.
- (2) The specific functions of the JASINCG and any other matters relating to consultation and coordination shall be mutually determined in implementing arrangements to this Agreement.
- (3) Subject to Australian Laws or policies relating to the protection of information, Australia shall provide copies of standing orders, policies, procedures and other related documents that are not publicly available and which are applicable to Singapore's activities under this Agreement to Singapore upon request.

ARTICLE 23 CLAIMS

- (1) The 1988 SOFA shall apply to the settlement of claims under this Agreement, except that for claims arising out of unilateral military training activities undertaken by Singapore pursuant to this Agreement:
 - (a) full compensation shall be made by Singapore in accordance with applicable Australian Laws concerning damage to property in relation to claims to which Section 1(2) of Annex III to the SOFA applies; and
 - (b) Section 1(3)(e)(1) of Annex III of the SOFA shall be read so that the proportion charged to the 'Sending State' is 100 percent.
- (2) For contracts where one Party contracts on behalf of the other Party, the Party on whose behalf the contract was entered into shall pay the cost of claims arising under that contract. If the Parties mutually determine in writing that the negligence of the contracting Party contributed to the loss or damage which resulted in the claim, the liability of the Party on whose behalf the contract was awarded shall be reduced proportionally to the extent that negligence of the contracting Party contributed to the claim. The contracting Party shall not indemnify contractors against third party liability claims, unless otherwise mutually determined by both Parties.

ARTICLE 24 DISPUTE RESOLUTION

- (1) The Parties shall use their best efforts to resolve any issues arising in connection with this Agreement at the appropriate level and in close coordination through their respective Defence Advisers/Attachés, prior to initiating any formal dispute under paragraph 2 of this Article.
- (2) Unless otherwise mutually determined in writing, the Parties shall use the following procedure in the event of a dispute relating to the interpretation or implementation of this Agreement ("Dispute"):

- (a) the Co-Chair of the JASINCG of a Party raising a Dispute shall issue a written notice (“Dispute Notice”) to the Co-Chair of the JASINCG of the other Party providing a clear and brief summary of the issue;
 - (b) the Co-Chairs of the JASINCG shall consult as soon as practicable after receiving the Dispute Notice (“Notice Date”) and use their best efforts to resolve the Dispute;
 - (c) if the Dispute is not resolved within one month of the Notice Date, representatives of the Parties at Deputy Secretary or 3-Star level (Australia)/ 2-Star level (Singapore) shall consult and use their best efforts to resolve the Dispute;
 - (d) if the Dispute is not resolved within two months of the Notice Date, the Secretaries or Chiefs of the Defence Force of the Parties shall consult and use their best efforts to resolve the Dispute; and
 - (e) if the dispute is not resolved within three months of the Notice Date, the respective Ministers for Defence of the Parties shall consult and use their best efforts to finally resolve the Dispute.
- (3) The Parties shall not refer any Disputes to any national or international tribunal or court or any other third party for resolution.

ARTICLE 25

RELATED AGREEMENTS AND ARRANGEMENTS

Other agreements and arrangements between the Parties in force or effect at the entry into force of this Agreement shall continue to operate unless terminated in accordance with their provisions.

ARTICLE 26

ENTRY INTO FORCE, AMENDMENT AND DURATION

- (1) This Agreement shall enter into force on the date of the latter exchange of notes between the Parties confirming that each Party has completed its domestic requirements to give effect to this Agreement.
- (2) The *Memorandum of Understanding between the Government of Australia and the Government of the Republic of Singapore concerning Military Training and Training Area Development in Australia*, which came into effect on 13 October 2016 (“the MOU”), and any implementing arrangements and letters signed in conjunction with that instrument, shall terminate upon the entry into force of this Agreement.
- (3) Notwithstanding Section 28(7) of the MOU, any activity undertaken or in progress to implement the MOU or its implementing arrangements (and any claim arising under the MOU) shall be deemed to be transitioned to, and governed by, this Agreement and its implementing arrangements (with any necessary modifications) upon entry into force of this Agreement.

- (4) The Annex to this Agreement forms an integral part of this Agreement.
- (5) The Agreement shall take precedence over any implementing arrangements made pursuant to it to the extent of any inconsistency.
- (6) The Parties may mutually determine to review this Agreement at any time.
- (7) The Parties may agree to amend this Agreement at any time in writing.
- (8) Such amendments shall enter into force on the date of the latter exchange of notes between the Parties confirming that each Party has completed its domestic requirements to give effect to the amendment.
- (9) This Agreement shall expire on the completion of all Training Activities and Development Activities under the Annex to this Agreement, unless extended by agreement of the Parties in writing.

ARTICLE 27

SUSPENSION AND TERMINATION

- (1) This Agreement may be terminated by agreement of the Parties in writing at any time.
- (2) If demanded by extraordinary circumstances and subject to paragraph 4 of this Article, this Agreement may be:
 - (a) suspended by one Party giving written notice to the other Party stating and explaining the extraordinary circumstances; or
 - (b) terminated by one Party giving 12 months' written notice to the other Party stating and explaining the extraordinary circumstances.
- (3) The Party suspending this Agreement under paragraph 2(a) of this Article shall promptly give written notice lifting the suspension to the other Party once the extraordinary circumstances giving rise to the suspension no longer exist.
- (4) If the period of suspension pursuant to paragraph 2(a) of this Article exceeds three years or a Party invokes paragraph 2(b) of this Article, the Parties shall expeditiously convene a joint committee appointed by the Prime Ministers of the Parties to examine the reasons for termination or suspension. The joint committee shall discuss in good faith whether termination can be avoided or whether the circumstances requiring suspension can be addressed, as the case may be. If termination cannot be avoided or suspension cannot be revoked, the joint committee shall discuss in good faith an equitable treatment between the Parties of the expended costs of the Development Activities and the remaining costs of Development Activities in relation to which commercial arrangements have been entered into prior to termination or suspension. The joint committee shall report its findings back to the Prime Ministers of the Parties within 12 months of its appointment, or within 12 months of the written notice pursuant to paragraph 2(b), whichever is earlier.
- (5) Singapore shall remove from Australia all Singapore Personnel and Assets specified in the Annex within six months of termination of the Agreement.
- (6) Termination or expiry of this Agreement shall automatically terminate all implementing arrangements made under this Agreement, but the implementing

arrangements shall continue in effect to the extent they detail the provisions referred to in paragraph 7 of this Article.

(7) Unless otherwise mutually determined by the Parties in writing, the expiry or termination of this Agreement shall not release the Parties from fulfilling their obligations with respect to Articles 7(4) (Commercial Support for Training Activities), 12 (Costs of Training Activities), 13 (Costs of Development Activities), 15 (Jurisdiction and Command, Control and Discipline), 16 (Property Rights), 23 (Claims), 24 (Dispute Resolution) and this Article.

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

DONE in duplicate at Canberra and Singapore on 2020.

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF
THE REPUBLIC OF SINGAPORE

Signature: _____

Signature: _____

Title: MINISTER FOR DEFENCE
Senator the Hon.
Linda Reynolds CSC

Title: MINISTER FOR DEFENCE
Dr Ng Eng Hen

ANNEX

SECTION 1 DEFINITIONS

The following definitions apply to this Annex, in addition to the definitions in Article 1 of the Agreement:

- (a) “Further Development Period” means the period starting when Australia gives notice to Singapore that it considers the Development Activities in the Initial Development Period are complete, and ending on the conclusion of the Main Training Period;
- (b) “Indexed” in relation to an amount of money, means that the amount of money shall be adjusted on 30 June each year to a new amount calculated in accordance with the following formula:
New amount = A x (1 + B)
where:
 - (i) A is the amount of money at 30 June in a year; and
 - (ii) B is the percentage increase or decrease in the nominated index between 30 June in that year and 30 June in the previous year.
- (c) “Initial Development Period” means the period starting on 13 October 2016, and ending on the commencement of the Further Development Period;
- (d) “Initial Training Period” means the period starting on 13 October 2016, and ending on the commencement of the Main Training Period;
- (e) “Main Training Period” means the period starting after Australia gives written notice to Singapore that the construction of facilities at Greenvale Training Area to facilitate such training is completed (currently estimated in 2028) and that Singapore may undertake the unilateral military land training referred to in Section 3 (Main Training Period) of the Annex of this Agreement, and ending after 25 years, provided that any period of suspension under Article 27 of this MOU shall not count towards the 25 year period;
- (f) “SWBTA” means Shoalwater Bay Training Area;
- (g) “SWBTA Agreement” means the *Agreement between the Government of Australia and the Government of the Republic of Singapore Concerning Use of Shoalwater Bay Training Area and the Use of Associated Facilities in Australia* which entered into force 12 January 2010; and
- (h) “Greenvale Training Area” means a Training Area in the region of Greenvale, Australia to be developed as part of the Development Activities, or any other Training Area mutually determined in writing by the Parties.

PART I. TRAINING ACTIVITIES

(Pursuant to Article 3(1) (Training Activities) of the Agreement)

SECTION 2 INITIAL TRAINING PERIOD

(1) Singapore may conduct unilateral military land training during the Initial Training Period in accordance with the following table, upon expiry or termination of the SWBTA Agreement (noting that all training in the Initial Training Period shall remain subject to Article 4 (Basis for Training Activities) of this Agreement):

Parameters for the training:	
Training Areas:	Training shall occur at a Training Area to be determined by Australia in consultation with Singapore, taking into consideration Training Activities in this Section and Singapore's preference for training to be conducted at SWBTA. Australia shall inform Singapore of any other Training Area at least 12 months prior to the start of a Training Window.
Training Window:	<p>Training shall occur for up to 45 consecutive days in a Training Window that starts 1 August and ends 10 December in each Calendar Year.</p> <p>Singapore unilateral military land training shall increase from up to 45 consecutive days to up to nine consecutive weeks in a Training Window between 1 August and 10 December, or between 1 February and 31 May, in each Calendar Year once Australia provides written notice to Singapore that the construction of facilities at Shoalwater Bay Training Area to support such training is completed (currently estimated in 2024).</p> <p>The specific days on which the training shall be conducted within the Training Window shall be determined by Australia.</p> <p>Notwithstanding Section 2(2) (Initial Training Period) of this Annex, Australia is unable to accommodate any other Singapore training days during the Initial Training Period due to construction taking precedence over training at both the Shoalwater Bay Training Area and Greenvale Training Area, as this construction will result in reduced capacity for use of these Training Areas.</p>
Singapore Personnel:	The training shall involve up to 6,600 SAF Personnel in total in the Training Window.
Training Types:	<p>Unless otherwise mutually determined in writing at the JASINCG by the Parties, the training shall be limited to:</p> <ul style="list-style-type: none"> (i) divisional and brigade-level exercise activities; (ii) battalion-level armour, motorised infantry, artillery, heliborne, and airborne exercise activities; (iii) company-level anti-tank exercise activities; and (iv) motorised infantry/armour leadership, anti-tank guided missile, sniper, advance military freefall, ranger, and basic

	<p>airborne courses.</p> <p>An exercise activity or course shall not exceed a consecutive three week period.</p>
Assets:	<p>Unless otherwise mutually determined in writing at the JASINCG by the Parties, the training shall involve up to:</p> <p>(i) 350 wheeled vehicles; and (ii) 150 tracked or special purpose vehicles; in total in the Training Window.</p> <p>The training shall also involve up to the following number and type of joint service Assets in the Training Window:</p> <p>(i) six fighter aircraft and two transport aircraft; (ii) four attack helicopters and 10 utility helicopters; (iii) four radars; (iv) two air-land tactical control centres; (v) two unmanned aerial vehicles; and (vi) two landing ships tank, four fast craft utilities, and six fast craft equipment and personnel (in alternate Calendar Years only).</p> <p>Specific timeframes for use of joint service Assets in support of the unilateral military land training within the Training Window shall be mutually determined in implementing arrangements to this Agreement.</p>

(2) The Parties shall mutually determine in writing at JASINCG, or at any other forum mutually determined by the Parties, any other unilateral military land training by Singapore during the Initial Training Period.

SECTION 3 MAIN TRAINING PERIOD

Singapore may conduct unilateral military land training during the Main Training Period in accordance with the following table (noting that all training in the Main Training Period shall remain subject to Article 4 (Basis for Training Activities) of this Agreement):

Parameters for the training:	
Training Areas:	Training shall occur at SWBTA and/or Greenvale Training Area, as determined by Australia.

<p>Training Windows:</p>	<p>Training shall occur for up to 18 weeks in each Calendar Year. These weeks shall be divided over two Training Windows, each of up to 9 consecutive weeks. The first Training Window shall be between 1 February and 31 May and the second Training Window shall be between 1 August and 30 November.</p> <p>The specific weeks within these Training Windows in which the training shall be conducted shall be determined by Australia.</p>
<p>Singapore Personnel:</p>	<p>The training shall involve up to:</p> <ul style="list-style-type: none"> (i) 14,000 SAF Personnel in total in each Calendar Year, inclusive of both personnel supporting and participating in the training; (ii) 7,500 SAF Personnel in total in any Training Window; and (iii) 4,250 SAF Personnel in total in any consecutive three week period during a Training Window. <p>The number of SAF Personnel permitted for the purposes of Article 19(2) (Singapore Personnel and Dependants) of this Agreement shall be determined in implementing arrangements to this Agreement.</p>
<p>Training Types:</p>	<p>Unless otherwise mutually determined in writing at the JASINCG by the Parties, the training shall be limited to:</p> <ul style="list-style-type: none"> (i) divisional and brigade-level exercise activities; (ii) battalion-level armour, motorised infantry, artillery, heliborne, and airborne exercise activities; (iii) company-level anti-tank exercise activities; and (iv) motorised infantry/ armour leadership, anti-tank guided missile, sniper, advance military freefall, ranger, and basic airborne courses. <p>An exercise activity or course shall not exceed a consecutive three week period.</p>

Assets:	<p>Unless otherwise mutually determined in writing at the JASINCG by the Parties, the training shall involve up to:</p> <ul style="list-style-type: none"> (i) 2,000 wheeled vehicles; (ii) 350 tracked vehicles; and (iii) 36 artillery pieces; <p>in total in a Calendar Year.</p> <p>The training shall also involve up to the following number and type of joint service Assets in a Training Window:</p> <ul style="list-style-type: none"> (i) six fighter aircraft and two transport aircraft; (ii) four attack helicopters and 10 utility helicopters; (iii) four radars; (iv) two air-land tactical control centres; (v) two unmanned aerial vehicles; and (vi) two landing ships tank, four fast craft utilities, and six fast craft equipment and personnel (in alternate Calendar Years only). <p>The Parties shall mutually determine the maximum number and type of Assets that may be stored in Australia in implementing arrangements to this Agreement.</p> <p>Specific timeframes for use of joint service Assets in support of the unilateral military land training within the Training Window shall be mutually determined in implementing arrangements to this Agreement.</p>
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SECTION 4 TRAINING PLANNING

- (1) Unless otherwise mutually determined in writing, the Parties shall, at least 17 months prior to the start of each Training Window during the Initial Training Period and Main Training Period, commence planning for the relevant training activities specified in Part I of this Annex for that Training Window.
- (2) Within the parameters for training detailed in Sections 2 and 3 of this Annex, the planning shall consider:
 - (a) the particular Training Areas at which the training shall occur;
 - (b) the specific weeks within Training Windows in which the training shall occur;
 - (c) the specific numbers of Singapore Personnel supporting or participating in the training;
 - (d) the Training Types that shall be conducted;
 - (e) the numbers and types of Assets to be used in the training; and
 - (f) any other associated matters.

- (3) Australia may request, and Singapore shall promptly provide, any information relating to the training being planned.
- (4) The Parties shall continue to consult as necessary on training plans prior to the start of the Training Window referred to in paragraph 1 of this Section.

PART II. DEVELOPMENT ACTIVITIES

(Pursuant to Article 9 (Development Activities) of the Agreement)

SECTION 5 INITIAL DEVELOPMENT PERIOD

- (1) Unless mutually determined in writing, the Development Activities that shall occur in the Initial Development Period are:
 - (a) land acquisition in relation to the Greenvale Training Area and SWBTA or any other area as mutually determined in writing by the Parties;
 - (b) delivery of Facilities and Infrastructure located in the Greenvale Training Area and the SWBTA, including urban live-firing training facilities and instrumented combined arms ranges with targetry and air weapons target areas, logistics nodes and camp accommodation, as set out in an implementing arrangement to this Agreement; and
 - (c) delivery of any other Facilities or Infrastructure, including vehicle storage and maintenance facilities and ammunition storage, as set out in an implementing arrangement to this Agreement.
- (2) The Parties acknowledge that the priority, scope and specifications of the Development Activities referred to in paragraph 1 of this Section shall be further discussed during the planning and design for the Development Activities.
- (3) The Parties shall mutually determine in writing any additional Development Activities to occur during the Initial Development Period.
- (4) For the purpose of commencing the Main Training Period, Australia shall use its best endeavours to complete the Development Activities specified in this Section as soon as practicable, and shall prioritise those Development Activities that are mutually determined as necessary for commencing the Main Training Period.
- (5) Australia shall provide regular updates to Singapore on the progress of the Development Activities specified in this Section.
- (6) For the avoidance of doubt, all Development Activities in the Initial Development Period shall remain subject to Article 10 (Basis for Development Activities) of this Agreement.

SECTION 6 FURTHER DEVELOPMENT PERIOD

- (1) Prior to the end of the Initial Development Period, the Parties shall mutually determine in writing the:
- (a) Facilities and Infrastructure developed during the Initial Development Period to be upgraded or refurbished;
 - (b) additional Facilities and Infrastructure to be developed at Greenvale Training Area and/or SWBTA;
 - (c) Facilities and Infrastructure developed during the Initial Development Period to be disposed of; and
 - (d) the land to be remediated at Greenvale Training Area and SWBTA;

during the Further Development Period.

- (2) The estimated cost of development and remediation during the Further Development Period is AUD\$280 million Indexed using the Australian Bureau of Statistics, Index No. 3020 (Non-residential building construction (Queensland)) in Table 17 (Output of the Construction Industries) of the Producer Price Index, Catalogue No. 6427 or such other index mutually determined in writing, inclusive of taxes, fees and charges.
- (3) The Parties may mutually revise the estimated cost of development and remediation as specified in this Section during the planning and design for the Development Activities.
- (4) Australia shall use its best endeavours to complete the Development Activities specified in this Section as soon as practicable.
- (5) For the avoidance of doubt, all Development Activities in the Further Development Period shall remain subject to Article 10 (Basis for Development Activities) of this Agreement.

PART III. DEVELOPMENT FUNDING

(Pursuant to Article 13(2) and (3) (Costs of Development Activities) of the Agreement)

SECTION 7 DEVELOPMENT FUNDING

The amount of funding by Singapore for all costs arising from the Development Activities specified in Part II of this Annex shall not exceed a cap of AUD\$2.25 billion (with the balance of the cap Indexed using the Australian Bureau of Statistics, Index No. 3020 (Non-residential building construction (Queensland)) in Table 17 (Output of the Construction Industries) of the Producer Price Index, Catalogue No.

6427 or such other index mutually determined in writing), inclusive of taxes, fees and charges.

SECTION 8 PLANNING AND ADMINISTRATION FUNDS

The amount of funding for support referred to in Article 13(3) (Cost of Development Activities) of this Agreement for all Development Activities specified in Part II of this Annex shall not exceed a cap of AUD\$120 million (with the balance of the cap Indexed using the Australian Bureau of Statistics, Wage Price Index, Catalogue No. 6345; Table 5 Total Hourly Rates of Pay excluding Bonuses; Group: Public Sector – Public administration and safety or such other index mutually determined in writing), inclusive of taxes, fees and charges.