

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE  
CANBERRA

**AGREEMENT BETWEEN  
THE GOVERNMENT OF AUSTRALIA  
AND THE  
GOVERNMENT OF THE REPUBLIC OF SINGAPORE  
CONCERNING THE LOCATION OF A REPUBLIC OF SINGAPORE AIR  
FORCE HELICOPTER SQUADRON AT THE AUSTRALIAN ARMY  
AVIATION CENTRE OAKEY**

**(Singapore, 1 June 2012)**

Not yet in force  
[2012] ATNIF 7

THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE  
REPUBLIC OF SINGAPORE (hereinafter referred to as the Parties);

**DESIRING** to further promote mutually beneficial defence relations involving engagement, consultation and responsiveness in their region;

**NOTING** their commitments under the *Exchange of Notes constituting a Status of Forces Agreement between the Government of Australia and the Government of the Republic of Singapore*, done at Singapore on 10 February 1988 (the *SOFA*) and 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*, done at Canberra on 15 October 1996 (the *Australia-Singapore Classified Information Agreement*);

**ACKNOWLEDGING** the mutual benefits to the Government of Australia and the Government of the Republic of Singapore from access to facilities in Australia by the Singapore Armed Forces;

**DESIRING** to set out an agreement for the location of a Republic of Singapore Air Force (RSAF) Helicopter Squadron at the Army Aviation Centre Oakey upon the expiration of the *Agreement between the Government of Australia and the Government of Singapore concerning the Location of a RSAF Helicopter Squadron at the Army Aviation Centre Oakey*, done at Canberra on 21 October 1996, which entered into force on 19 November 1997 and expires on 31 December 2012 (the *1997 Agreement*);

**ACCEPTING** that limits on the Republic of Singapore Air Force's use of the Army Aviation Centre are imposed by the operational and training needs of the Australian Department of Defence, those of other allies and by other considerations;

**HAVE AGREED** as follows:

**Article 1**  
**Definitions**

The definitions contained in the *SOFA* shall apply to this Agreement. In addition the following definitions shall apply:

- (a) “ADOD” means the Australian Department of Defence or any of its subsidiary components, including but not limited to the Australian Army and the Defence Support Group, as relevant;
- (b) “The Army Aviation Centre” means the Army Aviation Centre Oakey, also known as Swartz Barracks, and includes the associated ground and flying training areas;
- (c) “Australian Commercial Enterprise” means any body corporate registered under Australian corporations law, or incorporated under any other law of the Commonwealth, or a State or Territory of Australia, which conducts business in Australia for the commercial purposes of that enterprise, uses a primarily Australian labour force and which is certified pursuant to Article 13, paragraph 4 of this Agreement.
- (d) “RSAF Helicopter Squadron” means the RSAF Helicopter Squadron located at the Army Aviation Centre Oakey pursuant to this Agreement;
- (e) “CO RSAF Helicopter Squadron” means the Commanding Officer of the RSAF Helicopter Squadron;
- (f) “Commander Army Aviation Centre” means the Commanding Officer of the Army Aviation Centre, Oakey, or such other officer as the ADOD notifies to the RSAF;
- (g) “RSAF Personnel” means members of the Singapore Armed Forces in Australia for the purpose of RSAF Helicopter Squadron activities and members of a civilian component accompanying that Singapore force specifically for the purpose of supporting RSAF Helicopter Squadron activities;
- (h) “RSAF” means the Republic of Singapore Air Force; and

(i) “Explosives” are substances manufactured with a view to producing an explosion or pyrotechnic effect. These include, but are not limited to: bombs and warheads; missiles; artillery, mortar, rocket and small arms ammunition; demolition charges; pyrotechnics; clusters and dispensers; cartridge and propellant actuated devices; flares; squibs; chaff and all similar or related items or components explosive in nature.

## **Article 2**

### **Scope**

1. As provided for in Annex I, Section I of the *SOFA*, this Agreement sets out the terms and conditions under which the RSAF may maintain a helicopter squadron and conduct flying activities at the Army Aviation Centre, or at such other location as the Parties may mutually determine from time to time.
2. Within two years before the expiry of this Agreement the two Parties shall consult at the request of either Party concerning the extension of this Agreement.
3. The RSAF and the ADOD shall mutually determine details in relation to the implementation of aspects of this Agreement and record them in Implementing Arrangements made pursuant to this Agreement. Subject to this Agreement and any Implementing Arrangements, the ADOD and the CO RSAF Helicopter Squadron may mutually determine further details in relation to the activities of the RSAF Helicopter Squadron.

## **Article 3**

### **RSAF Helicopter Squadron activities**

1. At the RSAF Helicopter Squadron, the RSAF shall conduct conversion training, continuation training and flying activities consistent with those undertaken by a helicopter squadron for the purpose of maintaining flying skills and operational capabilities. Specific details of the activities which may be undertaken and the rate of effort shall be mutually determined and recorded in an Implementing Arrangement. No other activities shall be undertaken by the RSAF without the prior written approval of both Parties.

2. RSAF activities in Australia shall be conducted in accordance with Australian laws, regulations, policies and procedures including those in relation to the environment and to occupational health and safety. RSAF activities at the Army Aviation Centre shall be conducted in accordance with the same rules, procedures and standing operating procedures applied to other users of the Army Aviation Centre, including the ADOD. Details of such rules, procedures and standing operating procedures shall be provided in writing by the ADOD to the RSAF. RSAF activities at the Army Aviation Centre shall not be undertaken unless compliance with all relevant rules, regulations and standing operating procedures is approved by the ADOD.

3. If the Army Aviation Centre is temporarily unavailable for use by the RSAF at any time for a substantial period, the ADOD shall advise the RSAF as soon as practicable, the ADOD shall use its best endeavours to identify suitable alternative arrangements regarding RSAF Helicopter Squadron activities, and the ADOD and RSAF shall consult with a view to examining any alternative arrangements identified by the ADOD.

4. In the extreme situation where events or strategic circumstances cause the Army Aviation Centre to become unavailable or unsuitable for use by the RSAF, the provisions of this Agreement shall be reviewed immediately by the Parties and all activity pursuant to this Agreement shall be suspended pending resolution of such events or circumstances. Subject to paragraph 5 of this Article, the Government of Australia shall not be responsible for any costs incurred by the Government of the Republic of Singapore should the Army Aviation Centre become unsuitable or unavailable for RSAF activities.

5. In the event that the Agreement is terminated following notice of termination by either Party under Article 17, paragraph 5 of this Agreement, or the Government of Australia gives notice to the Government of the Republic of Singapore that the Army Aviation Centre will become unavailable or unsuitable for use by the RSAF in accordance with paragraph 4 of this Article, the Parties shall consult at the request of either concerning compensation by the Government of Australia to the Government of the Republic of Singapore for the residual value of those facilities erected at the expense of the Government of the Republic of Singapore which the Government of Australia intends to use.

6. Upon vacating the Army Aviation Centre, the RSAF shall leave the land in good order and condition. Upon expiry of this Agreement or in the event of either Party giving notice of termination under Article 17, paragraph 5 of this Agreement, the Government of the Republic of Singapore shall, at the request of the Government of Australia, pay for the demolition of facilities not required by the ADOD or return of such facilities to their original state.

#### **Article 4**

##### **RSAF Helicopter Squadron composition**

1. The aircraft component of the RSAF Helicopter Squadron shall consist of up to 16 helicopters or such other number as the ADOD and RSAF mutually determine in an Implementing Arrangement. Subject to the prior written consent of the ADOD, requested according to procedures set out in an Implementing Arrangement, other RSAF aircraft, vehicles and equipment may visit the Army Aviation Centre for the purpose of supporting the RSAF Helicopter Squadron. The CO RSAF Helicopter Squadron shall ensure at all times that the details of all aircraft forming the aircraft component of the RSAF Helicopter Squadron are advised to the Commander Army Aviation Centre.

2. The RSAF may use such helicopter type or proportion of different types of helicopter in such proportions as the ADOD consents to in an Implementing Arrangement. The Parties recognize that variations in the helicopter type, number and proportion of types may require an amendment, prior to deployment, of that Implementing Arrangement.

3. If required by the ADOD for the purpose of meeting the combined needs of the ADOD and the RSAF pursuant to this Agreement, the RSAF shall supplement ADOD Air Traffic Control at the Army Aviation Centre. The RSAF may also supplement other ADOD functions that support RSAF operations, as mutually determined. Details of the degree and means of supplementation shall be mutually determined and shall be recorded in an Implementing Arrangement.

4. The maximum number of RSAF Personnel shall be mutually determined and recorded in an Implementing Arrangement. The number of RSAF personnel specified

in the Implementing Arrangement shall not be exceeded without the prior written approval of the ADOD. No RSAF Personnel shall remain in Australia for any period beyond three years from their date of arrival.

5. The ADOD shall facilitate the admission into and exit from Australia of the contractors of the RSAF required in Australia for the purposes of this Agreement in a manner consistent with Annex II, Section 6 of the *SOFA*.

6. Nationals of a country other than Australia or the Republic of Singapore, who are not also nationals of one of the Parties, with the exception of members of the Singapore Armed Forces, shall not be included in the RSAF Personnel nor attend, or otherwise be involved in, RSAF activities at the Army Aviation Centre, without the prior written approval of the ADOD.

7. The prior written consent of the ADOD, requested according to procedures set out in an Implementing Arrangement, shall be required for RSAF vehicles and equipment to be held by the RSAF Helicopter Squadron at the Army Aviation Centre.

8. Procedures for notification and storage of hazardous materials shall be recorded in an Implementing Arrangement.

9. Except as provided for in Implementing Arrangements to this Agreement, or unless the prior written approval of the ADOD is obtained, the RSAF shall not use Explosives or other weapons in the course of the activities of the RSAF Helicopter Squadron and shall not store or have stored Explosives or other weapons at the Army Aviation Centre.

## **Article 5**

### **Conduct of RSAF flying operations**

1. RSAF flying operations at the Army Aviation Centre shall be conducted in accordance with the same rules, procedures and limitations which would apply to ADOD flying operations at the Army Aviation Centre. Details of such ADOD rules, procedures and limitations shall be provided to the RSAF. RSAF flying operations at the Army Aviation Centre shall not be undertaken unless compliance with these rules, procedures and limitations to the satisfaction of the ADOD, can be assured.

2. In order to coordinate the ADOD and RSAF flying programmes, the RSAF shall assign one RSAF officer as a liaison officer to assist in operations coordination and to act as a representative of the RSAF Helicopter Squadron in all regular flying planning conferences at the Army Aviation Centre. The RSAF shall comply with the flying programmes determined at flying planning conferences or otherwise by the Commander Army Aviation Centre. The sequence of ADOD and RSAF aircraft movements at the Army Aviation Centre shall be managed by the ADOD on an integrated basis to ensure the most efficient use of airspace. Activities related to ADOD training, operations or operational readiness shall have priority over all other activities at the Army Aviation Centre.

3. The RSAF Helicopter Squadron shall participate in periodic safety audits conducted by the ADOD to the same extent as ADOD units participate.

4. If the prior written approval of the ADOD is obtained, RSAF Helicopter Squadron aircraft may deploy away from the Army Aviation Centre. Any such deployments shall be undertaken in close coordination with and subject to any directions of the ADOD so that the ADOD may monitor and facilitate the deployments and compliance with required practices.

5. Detailed arrangements concerning the overall conduct of RSAF Helicopter Squadron base and aircraft operations shall be mutually determined and recorded in an Implementing Arrangement.

*Accident response - flying operations*

6. Accident response shall be coordinated by Commander Army Aviation Centre. The RSAF shall contribute to accident response on a pro-rata basis as mutually determined and recorded in an Implementing Arrangement.

*Noise abatement and complaints*

7. Pursuant to Article 5, paragraph 1 of this Agreement, the RSAF flying operations shall be conducted in accordance with noise abatement procedures which would apply to ADOD flying operations at the Army Aviation Centre.

8. The ADOD shall be responsible for the handling of any noise complaints made in relation to RSAF activities. Notwithstanding the provisions in the SOFA or this



Agreement concerning claims, any such complaints shall be handled in the same manner as are complaints made in relation to ADOD activities, and the Government of the Republic of Singapore shall be fully responsible for meeting the cost of settling any such complaints arising from RSAF-only activities. The RSAF shall cooperate fully as requested in the handling of any such complaints and no settlement of any such complaints shall be made without consultation with the RSAF. Complaints regarding combined ADOD-RSAF activities shall be handled jointly and the cost of settling such complaints shall be borne in the same manner as for third party claims under the *SOFA*.

9. If the ADOD determines that the operations, number, type and proportion of different types of helicopters which make up the aircraft component of the RSAF Helicopter Squadron prevent the effective application of ADOD noise abatement procedures, the Parties shall immediately consult to mutually determine other measures to mitigate noise issues. If the ADOD subsequently determines that such measures have been unsuccessful, the Parties shall again consult, with a view to changing or reducing the composition of the RSAF Helicopter Squadron.

## **Article 6**

### **ADOD support to RSAF Helicopter Squadron**

1. Detailed arrangements for the provision of, and payment for, ADOD administrative and other support to the RSAF Helicopter Squadron shall be set out in Implementing Arrangements.
2. The provision of ADOD support additional to that set out in the Implementing Arrangements shall be subject to the priorities of the ADOD and to cost recovery pursuant to Article 14 of this Agreement. Any requests for such administrative or other support, any subsequent offer by the ADOD, and any acceptance by the RSAF shall be set out in writing.

## **Article 7**

### **Domestic accommodation and access to amenities of RSAF personnel and dependants**

1. RSAF Personnel and their dependants shall be accommodated in private residential accommodation arranged by the RSAF.
2. Where RSAF Personnel and their dependants are deployed under this Agreement, they shall enjoy the same access to ADOD amenities and the same privileges and responsibilities associated with membership of, or participation with, ADOD Messes and sporting and social clubs or organisations as would their ADOD counterparts.

## **Article 8**

### **Construction of RSAF Helicopter Squadron facilities**

1. The Parties shall consult on all facilities implications of RSAF Helicopter Squadron operations.
2. Suitable additional land may be made available to the RSAF at the Army Aviation Centre on which new facilities required by the RSAF Helicopter Squadron shall be constructed by the RSAF at the expense of the RSAF.
3. Notwithstanding paragraph 1 of this Article, where the ADOD concludes that, having regard to the requirements of the ADOD, additional or upgraded facilities, including facilities shared by the ADOD and the RSAF, are required to effectively accommodate the RSAF Helicopter Squadron, those facilities shall be constructed or upgraded at the expense of the RSAF.
4. Details of the provision of facilities required by the RSAF and consented to by the ADOD, including interim arrangements while new facilities are constructed, shall be provided for in an Implementing Arrangement between the ADOD and the RSAF.

## **Article 9**

### **Movement of aircraft, vehicles and equipment**

1. Subject to Article 5, paragraph 4 of this Agreement, the RSAF shall inform the Commander Army Aviation Centre in writing before it introduces or removes any RSAF aircraft, vehicles or equipment from the Army Aviation Centre. Where there is a need to return any aircraft, vehicles or equipment to Singapore, the RSAF shall provide the Commander Army Aviation Centre with reasonable advance notice, providing reasons before the removal of any such aircraft, vehicle or equipment back to Singapore, to the extent that this does not jeopardise the security of the RSAF.
2. The movement of all aircraft, vehicles or equipment within Australia shall be conducted in accordance with Australian laws and regulations, ADOD security policies and procedures, and with any directions relating to compliance with ADOD security policy and procedures as may be advised to the RSAF.

## **Article 10**

### **Security**

1. RSAF use of the Army Aviation Centre shall remain at all times subject to Australian laws and regulations, and ADOD security policies and procedures. The ADOD shall at all times retain primary responsibility for the security of the Army Aviation Centre. The Government of the Republic of Singapore shall be responsible for any increased charges incurred by the ADOD as a result of providing security for facilities used by the RSAF Helicopter Squadron.
2. All classified information and material exchanged, provided or generated pursuant to this Agreement shall be used, transmitted, stored, handled and protected in accordance with the *Australia-Singapore Classified Information Agreement*.
3. The ADOD shall provide details of its security policies and procedures to the RSAF, and advise any changes to the Defence Security Alert Status. RSAF Personnel and contractors in Australia pursuant to this Agreement shall observe all applicable ADOD security policies and procedures including those pertaining to personnel access, access to and storage of vehicles, aircraft and equipment, photography of facilities and equipment, arrangements regarding the employment of civil contractors

or civil labour, contractor facilities, protection of classified information and materials, and any directions relating to compliance with ADOD security policies and procedures which may be given by the ADOD.

4. A roll of all RSAF Personnel and contractors shall be provided to the Commander Army Aviation Centre by the CO RSAF Helicopter Squadron. The CO RSAF Helicopter Squadron shall provide to the Commander Army Aviation Centre revisions to the roll corresponding to variations in personnel.

5. The ADOD shall facilitate the issue of identity documents to allow RSAF Personnel and contractors to meet the identification requirements for entry to and exit from the Army Aviation Centre or other ADOD establishment as required. RSAF Personnel and contractors shall carry these identity documents at all times while at the Army Aviation Centre or other ADOD establishment, and shall comply with applicable access control arrangements at all ADOD establishments.

6. The levels of approved access for RSAF Personnel and contractors to areas at the Army Aviation Centre shall be advised to the CO RSAF Helicopter Squadron by the ADOD. Access to areas may be varied at the discretion of the ADOD.

7. The RSAF shall, at the expense of the Government of the Republic of Singapore, ensure that security and fire protection systems at the RSAF Helicopter Squadron are in working order at all times. Such systems shall be monitored by the ADOD at Security and Fire Indicator panels. In the event of a security or fire alert, ADOD emergency personnel may enter the associated facilities to control the emergency and secure the area.

8. The ADOD and any persons authorised by the ADOD shall have unaccompanied access to all RSAF Helicopter Squadron facilities at any time for the purpose of validating security arrangements and procedures in accordance with ADOD requirements and for emergency access purposes. The ADOD and any persons authorised by the ADOD shall have accompanied access to all RSAF Helicopter Squadron facilities at reasonable times and in reasonable circumstances for other purposes including implementation of Article 13 of this Agreement. Persons from a third country, with the exception of any who are members of the Singapore Armed Forces, shall not be permitted access to the RSAF Helicopter Squadron facilities

without the prior mutual written concurrence of the ADOD and RSAF. The RSAF shall provide the ADOD with keys and any other means required for access to the RSAF Helicopter Squadron facilities.

9. In the event of any breach or compromise (known or suspected) of security pertaining to the RSAF Helicopter Squadron, or otherwise in relation to activities undertaken pursuant to this Agreement, the ADOD shall be informed immediately. Australian authorities may conduct an investigation into the circumstances surrounding the incident. The RSAF shall cooperate in relation to any such investigation and shall make RSAF Personnel available to the Australian authorities to allow such an investigation to be completed. Subject to Australian laws, regulations and policies, a representative of the RSAF may be present when RSAF Personnel are being interviewed by Australian authorities for the purpose of this investigation. When requested by the ADOD, the RSAF shall immediately conduct an investigation into the circumstances surrounding any such incident and report its findings to the ADOD.

10. In the event that there is any non-compliance with any Australian laws and regulations, any ADOD security policies and procedures or any directions relating to compliance with ADOD security policies and procedures in relation to the RSAF Helicopter Squadron, the protection and shipment of RSAF vehicles, aircraft or equipment or otherwise in relation to activities undertaken pursuant to this Agreement, for which immediate remedial action is necessary for reasons of security or safety, the ADOD may take such action as is permitted under Australian laws, regulations and policies. The ADOD may also take, or request the RSAF to take, action under Annex II, Sections 1 or 2 of the *SOFA*, or under Article 11 of this Agreement. The Government of the Republic of Singapore shall be responsible for the costs incurred by the ADOD in the process of taking that remedial action.

11. Details in relation to security arrangements shall be mutually determined in an Implementing Arrangement.

## **Article 11**

### **Discipline, command and control**

1. Annex II, Section 1 of the *SOFA* shall apply to disciplinary and criminal jurisdiction over RSAF Personnel and accompanying dependents. Non-Australian contractors of the Government of the Republic of Singapore shall be subject to the civilian criminal jurisdiction of Australia unless otherwise provided for in applicable international agreements or arrangements.
2. The CO RSAF Helicopter Squadron shall exercise command and overall control of all RSAF Personnel.
3. The RSAF shall direct all RSAF Personnel to adhere to all relevant ADOD directions (including those relating to security) while present in Australia, and in particular those relating to the use of the Army Aviation Centre.
4. In the event that any RSAF Personnel, their accompanying dependants, or non-Australian contractors to the Government of the Republic of Singapore exhibit behaviour which is not professionally or socially acceptable, the ADOD in writing may request the RSAF to remove that person from Australia. On receipt of any such request, the RSAF shall take all steps legally available to it to comply with the request.

## **Article 12**

### **Medical and dental**

1. The RSAF shall ensure that all RSAF Personnel are medically and dentally fit on arrival in Australia and shall be responsible for their continuing medical and dental support in Australia. The RSAF shall ensure that all RSAF Personnel and any dependents accompanying RSAF Personnel moving into and within Australia shall move in accordance with all relevant Australian laws, regulations and policies (including those relating to quarantine). The RSAF shall advise the ADOD immediately if the activities of the RSAF have the potential to introduce an infectious disease into Australia or there is an inadvertent breach of these requirements.

2. Arrangements for access to medical and dental services for RSAF Personnel shall be mutually determined in an Implementing Arrangement.

### **Article 13**

#### **Commercial support arrangements**

1. In recognition of the access by RSAF to Australian training areas, the Government of the Republic of Singapore shall demonstrate a practical commitment to the use of Australian Commercial Enterprises to support maintenance requirements of the RSAF helicopters deployed at the Army Aviation Centre. The Government of the Republic of Singapore shall also require its contractors to demonstrate a practical commitment to the use of Australian Commercial Enterprises.

2. Without prejudice to this commitment in paragraph 1 of this Article, the Government of Australia recognises that the Government of Singapore shall not be required to award contracts for RSAF aircraft maintenance to Australian Commercial Enterprises where to do so would:

(a) prejudice Singapore's operational and industrial capabilities for strategic reasons; or

(b) infringe arrangements for the continuing support and maintenance of components by the component manufacturer pursuant to a contractual obligation, including warranty or exclusive licensing.

3. Subject to paragraph 2 of this Article, the RSAF shall source from Australian Commercial Enterprises not less than the value, mutually determined in an Implementing Arrangement, of services to repair and maintain the aircraft that will be deployed in Australia pursuant to this Agreement.

4. The RSAF shall be responsible for arranging contracts with Australian Commercial Enterprises for the provision of commercial support. It shall also ensure that, where practical, contracting and sub-contracting opportunities are offered to local industry providers as a priority. Such contracts shall be made pursuant to the law of the appropriate Australian State or Territory. Where commercial support is to be contracted to Australian Commercial Enterprises pursuant to this Agreement, the prior

written certification from the ADOD that the enterprise/s is considered at the time by the ADOD to be an Australian Commercial Enterprise, shall be obtained before the contract or sub-contract is placed. Consideration by the ADOD of such certification shall be undertaken in consultation with the RSAF, if requested, and shall be based on the spirit and intent of the commercial support arrangements in this Agreement and shall not be unreasonably withheld.

5. Where the RSAF does not use Australian Commercial Enterprises under paragraph 4 of this Article, or in reliance upon paragraph 2 of this Article, it shall advise the ADOD in writing of its grounds for not doing so.

6. In order to give effect to the commercial support provisions of this Agreement, the Parties shall jointly establish and keep current while this Agreement remains in force a commercial support plan in the form of an Implementing Arrangement. In preparing this plan the Parties shall take into account:

(a) the need for contracts to be awarded on a commercially competitive basis without subsidy;

(b) the need to meet the quality standards required by the RSAF;

(c) the RSAF shall ensure that necessary and sufficient information, including technical data and performance requirements shall be provided at the tendering stage in line with the Government of the Republic of Singapore's procurement policy of value for money, transparency and fair competition;

(d) the RSAF shall provide a copy of all commercial support contracts it enters into with its contractors, including any amendments, to the ADOD within thirty (30) days of their signature. Annually, the RSAF shall provide the ADOD a report containing a breakdown of expenditure for the past year, and include details of the degree of involvement of local industry providers, as well as a report providing a forecast of planned expenditure for the following year. The timing and format of the reports shall be mutually determined by the RSAF and the ADOD in an Implementing Arrangement; and

(e) the RSAF and ADOD shall consult with each other on a regular basis to monitor work in progress, including but not limited to, ongoing major RSAF



milestones for implementation of commercial support and reports by the RSAF contractor and shall meet at the request of either Party.

7. The Parties shall ensure that the commercial support requirements of this Agreement are implemented promptly in accordance with a timetable mutually determined by the Parties.

8. The Parties shall meet at the request of either to review implementation of commercial support under this Agreement.

9. Where either Party provides clearly identified Commercial-in-Confidence information to the other pursuant to this Article, the Party receiving that information shall deal with it as being in confidence between the Parties and in accordance with any limitations on its use directed by the Party providing it. For the purposes of this Article, Commercial-in-Confidence information means commercial information which is not subject to a security classification, but which may be prejudiced by unauthorised disclosure.

10. Neither Party shall pass to a third party Commercial-in-Confidence information it has received from the other Party without the prior written consent of that other Party. Where either Party passes Commercial-in-Confidence information it has received from the other Party to a third party, it shall ensure that the same obligations relating to confidentiality and use are imposed on that third party.

11. When complying with the terms of paragraphs 8 and 9 of this Article each Party acknowledges that the Commercial-in-Confidence information shall not at any time be used or provided for purposes other than those authorised by the owner of the information.

## **Article 14**

### **Finance**

1. The Government of the Republic of Singapore shall pay to the Government of Australia the full cost of goods, services and facilities provided by the ADOD for the conduct of activities by the RSAF under this Agreement.

2. Notwithstanding this, except as otherwise provided in this Agreement, where those goods, services and facilities are shared by the RSAF and the ADOD, the Government of the Republic of Singapore shall pay only a pro-rata share of all direct costs. Such costs shall not include the cost of land that is already held by the Government of Australia for defence purposes.
3. Financial arrangements for goods, services and facilities provided to the RSAF shall be recorded in an Implementing Arrangement concerning finances. The ADOD and the RSAF shall consult from time to time with a view to amending the Implementing Arrangement.
4. Unless otherwise provided in this Agreement, responsibility for costs related to the RSAF Helicopter Squadron shall be mutually determined in an Implementing Arrangement.

## **Article 15**

### **Claims**

1. The *SOFA* shall apply to the settlement of claims under this Agreement arising from combined activities involving the ADOD and RSAF.
2. Subject to the following variations, the *SOFA* shall apply to the settlement of claims arising from RSAF-only activities under this Agreement:
  - (a) neither Party shall waive any claims against the other for damage or damages referred to in Annex III, Section 1, paragraph 1(a) or (c) of the *SOFA*;
  - (b) in relation to claims to which Annex III, Section 1, paragraph 2 of the *SOFA* applies, the Government of the Republic of Singapore shall make full compensation in accordance with the applicable Australian law concerning damage to property; and
  - (c) in relation to claims to which Annex III, Section 1, paragraph 3 of the *SOFA* applies, Annex III, Section 1, paragraph 3.e(1) shall be read so that the proportion chargeable to the Government of the sending State shall be 100% provided that all claims are settled in consultation with the sending State.

## **Article 16**

### **Co-ordination and settlement of disputes**

1. To facilitate and promote the efficient implementation of this Agreement in furtherance of mutually beneficial defence relations, the ADOD and the RSAF shall meet as required at the request of either the ADOD or RSAF.
2. To facilitate the resolution of issues that may arise in the course of implementation of this Agreement or its Implementing Arrangements, the ADOD and the RSAF shall each nominate an officer who may liaise directly with the other.
3. Any dispute not resolved in accordance with paragraph 2 of this Article, or any other dispute arising from the interpretation or implementation of this Agreement or its Implementing Arrangements shall be resolved by consultation or negotiation between the Parties and shall not be referred to a third party or tribunal.

## **Article 17**

### **Commencement and termination**

1. This Agreement shall enter into force on an exchange of notes by the Parties confirming that each Party has completed its domestic requirements to give effect to this Agreement and shall remain in force until 31 December 2027, or until a later date agreed upon by the Parties.
2. If the *1997 Agreement* is still in force upon entry into force of this Agreement, the *1997 Agreement* shall be automatically terminated. Any Implementing Arrangements under the *1997 Agreement* shall remain in effect under this Agreement until replaced or otherwise terminated.
3. The Parties may agree in writing to amend this Agreement at any time. Such amendments will enter into force on an exchange of notes by the Parties confirming that each Party has completed its domestic requirements to give effect to the amendment.
4. The Parties may review this Agreement and its Implementing Arrangements at any time.

5. This Agreement may be terminated by either Party giving written notice of its intention to terminate it in which case it shall terminate twelve (12) months after the date of the notice of termination. The Parties may mutually consent to the termination of this Agreement at any time.

6. The provisions of this Agreement concerning costs shall continue in force notwithstanding termination or expiration until all costs due to either Party pursuant to this Agreement have been recovered between the Parties.

7. The provisions of this Agreement concerning security and compliance with laws, policies, procedures and directions shall continue in force notwithstanding termination or expiration of the Agreement while RSAF Personnel and any vehicles, equipment, weapons, Explosives and materiel associated with the RSAF Helicopter Squadron remain in Australia. The provisions of this Agreement concerning claims and settlement of disputes shall continue in force notwithstanding termination or expiration of this Agreement.

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

**DONE** in duplicate at \_\_\_\_\_ on \_\_\_\_\_ .

FOR THE GOVERNMENT OF  
AUSTRALIA

FOR THE GOVERNMENT OF  
THE REPUBLIC OF SINGAPORE