

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
CANBERRA

**AGREEMENT BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
CONCERNING THE USE OF
SHOALWATER BAY TRAINING AREA
AND THE USE OF
ASSOCIATED FACILITIES IN AUSTRALIA**

(Singapore, 31 May 2009)

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Preamble

AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE CONCERNING THE USE OF SHOALWATER BAY TRAINING AREA AND THE USE OF ASSOCIATED FACILITIES IN AUSTRALIA.

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 Parties done at Singapore on 10 February 1988 (the SOFA) and the Agreement between the Parties on 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;

ACKNOWLEDGING the benefits to the Government of the Republic of Singapore from the continuation of the use of training areas in Australia by the Singapore Armed Forces;

DESIRING to set out an agreement for use of the Shoalwater Bay Training Area by the Singapore Armed Forces upon the expiration of the Agreement between the Parties concerning the Use of Shoalwater Bay Training Area and the Associated Use of Storage Facilities in Australia, done in duplicate at Perth on 23 August 2005;

ACCEPTING that limits on the Singapore Armed Forces' use of Shoalwater Bay Training Area are imposed by the exercise needs of the Australian Department of Defence, those of other allies and by environmental considerations;

HAVE AGREED as follows:

Article 1

Definitions

The definitions in the SOFA shall apply to this Agreement. Additionally, the following definitions shall apply:

- (a) “ADOD” means the Australian Department of Defence;
- (b) “ADOD Delegate” for the purpose of this Agreement is a person authorised by the DEPSEC IS&IP (or his or her successor in the event of a reorganisation or other change) to exercise delegations in relation to this Agreement;
- (c) “ADOD support staff” means a military or civilian employee of the ADOD, or a commercial contractor of the ADOD, specifically tasked by the ADOD Delegate to assist or manage the implementation of any part of this Agreement;
- (d) “ADF Liaison Officer” means a military member of the Australian Defence Force (ADF) who is specifically appointed to perform the duties of a Liaison Officer to the SAF during the allocated period referred to in clause 1 of Article 3;
- (e) "Aircraft" means a machine or device, such as an airplane, helicopter, glider, or unmanned aerial vehicles that is capable of atmospheric flight.
- (f) “Allocated period” means the period of forty-five (45) consecutive days between August and December each calendar year for use of SWBTA and Associated Facilities for SAF training and purposes associated with such training. The allocated period encompasses the dates of the SAF training and specifically includes time for the establishment and removal of exercise specific support facilities in SWBTA.
- (g) “Associated facilities” means such facilities internal or external to SWBTA as approved or made available by the ADOD;
- (h) “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 clause 2 of Article 15;

(i) “commercial support” means the provision by Australian commercial enterprises of maintenance, engineering or other support services on a commercial basis;

(j) “depot level maintenance” means maintenance in the nature of major repairs, overhaul or rebuilding which is normally undertaken commercially by the SAF;

(k) “DEPSEC IS&IP” means Deputy Secretary Intelligence, Security and International Policy, Australian Department of Defence;

(l) “Environmental Impact Assessment” means identifying potential impacts and considering them against the EPBC Act significance guidelines with the potential for assessment under the EPBC Act;

(m) “Environmental Laws” means any Law relating to or having as one of its objects the protection of the environment (including heritage) and includes the Australian *Environment Protection and Biodiversity Conservation Act 1999* (the EPBC Act), the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984*, and the *Historic Shipwrecks Act 1976*;

(n) “Environmental Monitoring Group” means SAF personnel who have received environmental management training provided by the ADOD sufficient for them to monitor exercise related environmental impacts in SWBTA;

(o) “External roads of access” means all roads providing access into and out of SWBTA including Raspberry Creek Road (Green Route), Rossmoya Rd (Brown Route) and Yeppoon-Byfield Rd (Blue Route) as agreed between the Parties prior to the commencement of training;

(p) The “Great Barrier Reef Marine Park” means the marine park established under the Commonwealth Great Barrier Reef Marine Park Act 1975;

- (q) The “Great Barrier Reef World Heritage Area” means the Great Barrier Reef as inscribed by United Nations Education, Scientific and Cultural Organisation on the World Heritage List 26 October 1981;
- (r) The “Great Barrier Reef National Heritage Place” means the Great Barrier Reef as inscribed on the National Heritage List 21 May 2007;
- (s) The “Shoalwater Bay Commonwealth Heritage Place” means the Shoalwater Bay area as included in the Commonwealth Heritage List 22 June 2004;
- (t) “Intermediate level maintenance” means maintenance in the nature of general repair or scheduled servicing which is normally undertaken at workshop level by the SAF;
- (u) “Law” means any Australian Commonwealth, State or Territory statute, rule, code, regulation, proclamation, recommendation, order, direction, notice, ordinance or by-law, present or future as may be amended or replaced from time to time.
- (v) “organisation level maintenance” means maintenance in the nature of minor repairs or replacement of parts which is normally undertaken at unit level by the SAF;
- (w) “RSAF” means the Republic of Singapore Air Force;
- (x) “RSN” means the Republic of Singapore Navy;
- (y) “SAF” means all land, sea and air services of the Singapore Armed Forces;
- (z) “SAF Army Detachment” means the SAF military personnel and any accompanying civilian component present in Australia pursuant to Article 7;
- (aa) “SAF Army Detachment Commander” means the SAF Officer commanding the SAF Army Detachment;
- (bb) “SAF contractor” means a contractor providing vehicle maintenance, engineering, administrative or other support services on a commercial basis to the SAF;
- (cc) “SAF Director of Exercise” means the officer appointed by the

SAF to exercise responsibility, command and control over all SAF personnel present in Australia pursuant to this Agreement. This appointment is equivalent to the appointment of Officer Scheduling the Exercise in the context of the ADOD;

(dd) “SAF personnel” means members of a Singapore force present in Australia for the purpose of SAF training at SWBTA, members of a civilian component accompanying that Singapore force specifically for the purpose of SAF training at SWBTA, including authorised visitors and members of the SAF Army Detachment;

(ee) The “Shoalwater and Corio Bay Ramsar Site” means a wetland designated by the Commonwealth Environment Minister under the Ramsar Convention for Wetlands of International Importance;

(ff) “SWBTA” means Shoalwater Bay Training Area;

(gg) “the SOFA” means the Exchange of Notes constituting a Status of Forces Agreement between the Parties done at Singapore on 10 February 1988.

(hh) “UAV” means unmanned aerial vehicle;

(ii) “UAV Training” means the use of one or more UAV involving:

(1) UAV specific training, and UAV support to other SAF training elements; and

(2) UAV-mounted payload systems

(jj) “Vehicles”:

(1) “A vehicles” means, armoured battle tanks, armoured fighting vehicles and armoured combat support vehicles and armoured command vehicles, either tracked or wheeled, including special purpose armoured vehicles such as bridge laying vehicles, amphibious assault vehicles and self-propelled artillery vehicles;

(2) “B vehicles” means soft-skinned combat fighting vehicles and soft-skinned combat support vehicles, and combat service support vehicles that may mount close defence weapons, either wheeled or tracked;

- (3) “C vehicles” means special purpose engineering vehicles both military and non-military;
 - (4) “Motorcycles” means two wheeled vehicles, or three wheeled vehicles or quad-wheeled bikes;
 - (5) “Other vehicles” means any non-military vehicles that may be employed for transport of personnel and/or materiel that are operated by SAF personnel and visitors. They could be commercially hired, loaned.
- (kk) “Vessel” means all machines or devices capable of surface, sub-surface and amphibious aquatic activity, whether manned or unmanned.

Article 2

Scope

1. This Agreement sets out the terms under which the SAF may:
 - (a) conduct unilateral training at SWBTA during the period from 1 January 2010 until 31 December 2019; and
 - (b) store vehicles, ammunition (including explosives), materiel and equipment associated with such training at the associated facilities for the period of this Agreement. Subject to clause 1 of Article 20, in the event of this Agreement not being renewed beyond 2019 any such vehicles, ammunition (including explosives), materiel and equipment is to be removed by the SAF at their expense before 31 December 2019.
2. This Agreement shall not preclude the conduct of joint ADOD-SAF exercises at SWBTA either during the allocated period referred to in clause 1 of Article 3 or another period when feasible subject to the mutual agreement by both Parties. The Parties may mutually agree to arrangements for the conduct of such exercises.
3. Existing arrangement/s between the Parties relating to the conduct of

activities in SWBTA continue in effect unless otherwise amended or terminated in accordance with their provisions. This includes the Arrangement between the Department of Defence of Australia and the Ministry of Defence of the Republic of Singapore Concerning the Use of the Singaporean Range Safety Officers and Range Laser Officers in Australia of 25 October 2000.

4. Any UAV training conducted as part of SAF training at SWBTA shall be subject to ADOD approval.

Article 3

Access to and use of SWBTA and Associated Facilities

1. Subject to the subsequent clauses of this Article and to Article 8, the SAF shall be allocated one period of not more than forty-five (45) consecutive days between August and December each calendar year for use of SWBTA and Associated Facilities for SAF training and purposes associated with such training. The allocated period shall encompass the dates of the SAF training and specifically includes time for the establishment and removal of exercise specific support facilities in SWBTA. The allocated period shall also incorporate sufficient time to ensure safe work practices. The ADOD in consultation with the SAF shall develop procedures relating to workplace safety and occupational health and safety in SWBTA that may be amended from time to time.

2. SAF training at SWBTA shall be conducted in accordance with the same rules, procedures and standing operating procedures applied to other users of SWBTA, including the ADF. Details of rules, procedures and standing operating procedures shall be provided in writing by the ADOD to the SAF prior to the IPC. SAF training at SWBTA shall not be undertaken unless compliance with all relevant rules, regulations and standing operating procedures can be assured, to the satisfaction of the ADOD delegate.

3. In order to provide the SAF with a basis for planning and budgetary purposes, the number of SAF personnel and vehicles to be deployed for training at SWBTA shall be based upon the following numbers; increases to which may be considered and approved in writing by the ADOD Delegate. For planning purposes it shall be assumed that the numbers of personnel and vehicles that

may be deployed concurrently for training in SWBTA in any one allocated period are:

- (a) 6600 persons
- (b) 150 "A" and "C" vehicles combined;
- (c) 250 "B" vehicles;
- (d) 30 "Other" vehicles, not including vehicles used for VIP visits; and
- (e) 70 Motorcycles.

4. Subject to approval, camps may be established by the SAF in SWBTA. Requests for approval shall be made by the SAF in writing to the ADOD Delegate, and shall be subject, pursuant to Article 8, to Environmental Laws and other considerations including remediation, restoration and rehabilitation.

5. Any request for access to SWBTA, the associated facilities or other locations in Australia or additional training days in SWBTA prior to the allocated period to enable preparation to take place prior to SAF training at SWBTA shall be made by the SAF in writing to the ADOD Delegate, and be considered by the DEPSEC IS&IP. Access to SWBTA by SAF personnel shall be permitted only during the allocated period and any additional period consented to by the DEPSEC IS&IP in writing and arranged in accordance with this Article.

6. Other than in exceptional circumstances, no request for alteration of the allocated period and any additional period if approved shall be made by the Government of the Republic of Singapore. Any such request, which shall state the exceptional circumstances, shall be made in writing to the ADOD Delegate, and determined by the DEPSEC IS&IP.

7. If SWBTA is unavailable for use by the SAF during the allocated period pursuant to this Agreement, the ADOD shall advise the SAF as soon as practicable, the ADOD shall use its best endeavours to identify suitable alternate arrangements regarding the proposed training, and the ADOD and SAF shall consult with a view to examining any alternate arrangements

identified by the ADOD. In the extreme situation where events, environmental considerations or strategic circumstances cause SWBTA to become unavailable or unsuitable for use by the SAF, 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 event. The Government of Australia shall not be responsible for any costs incurred by the Government of the Republic of Singapore should SWBTA become unsuitable or unavailable for SAF training.

Article 4

Planning and Coordination

1. SAF training at SWBTA shall not be undertaken unless full compliance with all rules, regulations and standing operating procedures can be assured, to the satisfaction of the ADOD delegate.

2. SAF shall provide a written Outline Concept of Training for ADOD consideration at the Joint Australia Singapore Coordination Group (JASINCG) meeting in the year preceding the proposed training or no later than 1 October in the year preceding the proposed training.

3. The Outline Concept of Training shall propose:
 - (a) dates for the exercise;

 - (b) the estimated number of personnel to be deployed;

 - (c) the number of “A”, “B” and “C” Vehicles by type to be deployed which exceed the numbers of vehicles as addressed in Article 3 clause 3;

 - (d) the number and type of Vessels to be deployed;

- (e) the number and type of Aircraft to be deployed;
- (f) weapons systems and ammunition by type;
- (g) Services (Army, Navy and Air Force) and formations that will participate in the exercise; and
- (h) Vehicles, Vessels, Aircraft, weapons, laser, ammunition and materiel not previously cleared for use by the ADOD in SWBTA for the SAF.

4. At the JASINCG preceding each year's exercise, the ADOD shall advise of any areas of SWBTA that shall be unavailable for use by the SAF, and limitations that may constrain training. If the identified constraints alter, the ADOD shall advise the SAF in writing as soon as practicable.

5. Subsequent to JASINCG, ADOD shall confirm with the SAF in writing dates for SAF use of SWBTA and approval or otherwise of the proposed Outline Concept of Training. ADOD consideration of the Outline Concept of Training shall take into account ADF priorities, safety and environmental considerations and other relevant issues. Where elements of the Outline Concept of Training do not satisfy ADOD requirements the ADOD shall advise the SAF to proffer alternatives.

6. A Detailed Concept of Training shall be submitted by the SAF to the ADOD one month prior to the Initial Planning Conference (IPC), which is to be held in Australia not less than six (6) months prior to the commencement of the allocated period.

7. In addition to the list of items addressed in the Outline Concept of Training at clause 2, the Detailed Concept of Training shall include not less than the following:

- (a) the dates of the exercise;
- (b) the scheme of manoeuvre, including sectors required and major

activities to be undertaken;

- (c) type and nature of live firing (including radar and laser equipment);
- (d) number and types of Vehicles;
- (d) major equipments, including laser;
- (e) weapons systems and their specific ammunition with detail of danger areas;
- (f) number and type of Aircraft including weapons fit and laser equipment;
- (g) personnel (including an indication of VIPs), exercise appointments;
 - (1). safety appointments;
 - (2). range appointments
 - (3). environmental appointments;
- (h) camp locations;
- (i) logistic considerations (including finance, contractor support, requests for ADOD stores and equipment loan/supply and the use of associated facilities); and
- (j) number and type of Vessels.

8. The Detailed Concept of Training shall provide sufficient detail for an Environmental Impact Assessment to be made by the ADOD of the impact on SWBTA, pursuant to Article 8. The ADOD shall notify in writing the SAF of approval of the Detailed Concept of Training, or of any variations required to

the Detailed Concept of Training to obtain approval, not less than three (3) months prior to the commencement of the allocated period. If this includes notification that an external Environmental Impact Assessment is required for the proposal under Environmental Laws, the ADOD shall provide written advice on meeting this requirement.

9. SAF training at SWBTA shall be conducted in accordance with the approved Detailed Concept of Training and no details shall be changed without the prior written approval of the ADOD Delegate.

Article 5

ADOD support to SAF planning

1. The ADOD Delegate shall allocate ADOD support staff, on an as required basis, to assist the SAF Army Detachment Commander in the performance of his duties (that involve liaison with and/or support from the ADOD) and to coordinate the facilitation of all ADOD planning and support to the SAF, and to coordinate the employment of all ADF Liaison Officers during the allocated period.

2. The Government of the Republic of Singapore shall, pursuant to Article 17, pay the costs of the Government of Australia for the ADOD support staff for travel, subsistence and allowances that are incurred in performing duties specifically related to assisting the SAF Army Detachment and other assistance to be provided to the SAF under this Agreement.

Article 6

ADOD support to SAF training

1. Except as otherwise provided for in this Agreement, the provision of ADOD administrative, logistic and other support and services to facilitate and support SAF training at SWBTA shall be subject to the Arrangement on Cooperative Logistic Support between the Australian Defence Force and the

Singapore Armed Forces, which came into effect on 29 September 1999 (the Arrangement). Any requests for such administrative, logistic or other support and services, any subsequent offer by the ADOD, and any acceptance by the SAF shall be set out in writing to the ADOD Delegate. Any inconsistency between this Agreement and the Arrangement will be resolved in favour of this Agreement.

2. The ADOD Delegate shall provide ADF Liaison Officers in SWBTA and in associated facilities as approved by the DEPSEC IS&IP. In order to support the SAF conduct of training at SWBTA the ADF Liaison Officers shall brief the SAF on relevant ADOD rules and regulations pertaining to this Agreement and the SOFA, and shall observe the implementation of the Detailed Concept of Training during the allocated period. The ADF Liaison Officers shall not intervene in the conduct of a SAF training activity, but may prohibit, suspend or cause to stop immediately the SAF training activity if in the ADF Liaison Officer's opinion, in consultation with the relevant commander of the SAF unit or units or personnel participating in that training activity, that it is necessary to do so for reasons of safety or security. The Government of Australia shall not be responsible for any costs incurred by the Government of the Republic of Singapore in such circumstances. The ADOD Delegate may provide other ADOD manpower support to facilitate and support SAF training at SWBTA (including associated facilities supporting training in SWBTA). The Government of the Republic of Singapore shall pay the Government of Australia for the cost of all ADOD manpower provided under this clause on a cost recovery basis pursuant to Article 17.

3. The ADOD shall allow the SAF use of the Operational Technical Facility (OPTEC) at Rockhampton Airport as a detachment office and a work area for the SAF in order to facilitate and support SAF training at SWBTA. If the ADOD is unable to provide the SAF use of OPTEC, the ADOD shall make best endeavours to provide the SAF with suitable alternative facilities. The use of any such facilities provided in accordance with this clause shall be subject to cost recovery pursuant to Article 17.

Article 7

SAF Army Detachment

1. A SAF Army Detachment consisting of a maximum of seven (7) personnel may remain in Australia to supervise the storage and maintenance of vehicles, equipment, ammunition (including explosives) and materiel and to provide maintenance on the SAF vehicles, equipment and materiel pursuant to Article 16. The SAF shall provide in writing details of members of the SAF Army Detachment to the ADOD in the case of personnel changes. Any proposal to increase the number of personnel in the SAF Army Detachment shall be made in writing to the ADOD Delegate and shall be determined by DEPSEC IS&IP.

2. The SAF Army Detachment shall be an independent SAF detachment that is located in Australia. Subject to this Agreement, the SAF shall be responsible for arranging and meeting the associated costs of all necessary support requirements of the SAF Army Detachment.

3. Members of the SAF Army Detachment may be accompanied by dependants while in Australia.

4. The ADOD shall not be responsible for arranging the residential accommodation of members of the SAF Army Detachment or their dependants.

Article 8

Environmental considerations

1. The Parties acknowledge that SWBTA is an environmentally sensitive area within and adjacent to the Great Barrier Reef World Heritage Area and the Great Barrier Reef National Heritage Place, and that it is inscribed on the World Heritage List, and included in the National Heritage List and the Commonwealth Heritage List. The SWBTA is home to nationally listed threatened species and ecological communities, migratory species and the

Shoalwater and Corio Bays Ramsar site. These are matters of national environmental significance protected under the *Environment Protection and Biodiversity Conservation Act 1999* and other Environmental Laws.

2. Access to and use of SWBTA, external roads of access and adjacent coastal and inland waters may be constrained by environmental, weather or other conditions. Such constraints identified prior to or at the time of the SAF training may require cancellation or reduction of the allocated period by the ADOD, or activity level, or the imposition of environmental compliance requirements consistent with obligations under Australian Law and policies by the ADOD additional to those previously advised to the SAF, with which the SAF shall comply.

3. Prior to the allocated period the SAF will ensure that its personnel are appropriately briefed on the requirements of Environmental Laws and ADOD's environmental policy, the importance afforded to it within the ADF's training regime, its applicability to foreign nationals training on Australian soil and in particular, the potential requirement to amend the Concept of Training to ensure environmental compliance and sustainable use of the SWBTA. All SAF training shall be subject to Environmental Impact Assessment, monitoring and post exercise environmental remediation, restoration and rehabilitation, to ensure the sustainable use of SWBTA in accordance with Environment Laws. The SAF and the ADOD shall ensure that any actions that may be controlled actions shall be the subject of a referral as required under the *Environment Protection and Biodiversity Conservation Act 1999*. Without limiting the SAF's general obligations under this Agreement and the generality of this Article, the SAF is to provide information, including for example equipment to be used in Australia to better assist Australia to understand the full impact of exercising in the area and to facilitate the assessment process. The Government of the Republic of Singapore shall pay the Government of Australia for the cost of all such assessments, monitoring (including the cost of personnel) and environmental remediation, restoration and rehabilitation on a cost recovery basis, pursuant to Article 17.

4. The SAF and the ADOD shall establish and operate an Environmental Monitoring Group during the allocated period for the purposes of monitoring adherence to the environmental compliance conditions, SWBTA Standing Orders, and the Environmental Plan for SWBTA.

5. The ADOD and SAF shall jointly conduct inspections of SWBTA immediately before and after each allocated period to examine any environmental remediation, restoration and rehabilitation works required and any other damage caused as a result of SAF training. If the ADOD considers it necessary and appropriate, a third party environmental consultant may be requested by the ADOD in consultation with the SAF to assist in inspections. The ADOD shall determine the environmental remediation, restoration and rehabilitation works and any other repairs to SWBTA which are required to restore the SWBTA to the ADOD's satisfaction, benchmarked on the pre-exercise inspections and in accordance with Environmental Law. The Government of the Republic of Singapore shall, notwithstanding any applicable provisions of the SOFA, be responsible for the cost of such works and studies (including the cost of personnel to conduct inspections) and any other repairs pursuant to Article 17.

Article 9

Security

1. All the associated facilities in Australia used by the SAF shall remain at all times subject to Australian security and legal requirements. The ADOD shall at all times retain primary responsibility for the security of the associated facilities provided for the SAF's use by the ADOD. 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 SAF.

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 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.

3. The ADOD shall provide details of all applicable ADOD security policies and procedures to the SAF at the IPC and then as required, and advise any changes to the Defence Security Alert Status. SAF 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, equipment and weapons, photography of facilities and equipment, contractor facilities and to 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. Identity cards issued by a competent authority shall be carried at all times by members of the SAF and contractors when on associated facilities. Members of the SAF and contractors shall comply with access control arrangements at associated facilities.

5. The SAF shall, at the expense of the Government of the Republic of Singapore, ensure that security and fire protection systems at the associated facilities made available by the ADOD 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.

6. The ADOD shall liaise with the SAF Army Detachment Commander for escorted access to the associated facilities for the purpose of validating security arrangements and procedures in accordance with ADOD requirements. The SAF shall provide the ADOD with keys to the associated facilities for security and emergency access purposes.

7. In the event of any breach or compromise (known or suspected) of security pertaining to the use of SWBTA or the associated facilities or otherwise in relation to activities undertaken pursuant to this Agreement, the ADOD delegate is to be informed immediately. Australian authorities may conduct an investigation into the circumstances surrounding the incident. The SAF shall cooperate in relation to any such investigation and shall make SAF personnel available to the Australian authorities to allow such an investigation to be completed. When requested by the ADOD, the SAF shall immediately conduct an investigation into the circumstances surrounding any such incident and report its findings and recommendations to the ADOD in a reasonable time frame.

8. In the event that there is any non-compliance by the SAF or their

contractors with any Australian Laws, any ADOD security policies and procedures or any directions relating to compliance with ADOD security policies and procedures in relation to the use of SWBTA or the associated facilities, the protection and shipment of SAF vehicles, weapons, ammunition (including explosives), materiel and 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 remedial action and the Government of the Republic of Singapore shall be responsible for the costs incurred by the ADOD, pursuant to Article 17, provided that the ADOD shall in no instance take any action under this clause which it would not ordinarily take in respect of ADOD operations in similar circumstances. Nothing in this clause shall affect the application of Section 1 of Annex II of the SOFA.

9. The SAF shall provide the ADOD Delegate with details of all non-SAF personnel involved in SAF training in Australia. Such personnel shall not be allowed access without the prior written consent of the ADOD. The SAF is to submit a list in writing no later than one (1) month prior to the allocated period to allow the ADOD to conduct ADOD authorisation requirements.

Article 10

Command and Control and Discipline

1. At any one time during SAF training at SWBTA, the SAF shall appoint a SAF Director of Exercise who shall exercise overall command and control of all SAF personnel present in Australia pursuant to this Agreement.

2. The SAF shall direct all SAF personnel to adhere to all ADOD directions (including those relating to security) while present in Australia, and in particular SWBTA Standing Orders and those relating to use of the associated facilities.

3. Subject to clause 1 of this Article, the SAF Army Detachment Commander shall be responsible for the conduct, good order and discipline of all SAF Army Detachment personnel and their dependants while in Australia and shall exercise complete functional authority over the day-to-day operational

activities of the SAF Army Detachment.

4. The ADOD Delegate and the SAF Director of Exercise shall consult on all matters of common concern or interest. Such consultation shall be in addition to any exchange of relevant information by higher Australian and Singaporean Defence authorities.

5. In the event that any SAF personnel or their dependants exhibit behaviour which is not professionally or socially acceptable, the ADOD in writing may request the SAF to remove that person/or persons from Australia. On receipt of any such request, the SAF shall take all steps legally available to it to immediately comply with the request.

Article 11

Training and Workplace Safety

1. The SAF are to appoint SAF personnel in writing for, and are to notify the ADOD Delegate in writing of, all safety appointments concerned with the conduct of live fire (including use of radar and laser equipment) training in SWBTA. The safety appointments are to be equivalent in nature and responsibility with the standards and responsibilities required to be satisfied in the SWBTA Standing Orders and other references relevant to associated facilities as advised by the ADOD Delegate.

2. The SAF Army Detachment Commander is to confirm with the ADOD Delegate the safety appointments and their responsibilities, in accordance with the SWBTA Standing Orders and other references relevant to associated facilities as advised by the ADOD Delegate, prior to the commencement of training in SWBTA.

3. The SAF Army Detachment Commander is to notify the ADOD Delegate of any incident or accident involving SAF personnel (including SAF contractors), materiel and equipment in, or whilst transiting between, SWBTA and associated facilities and when transiting External Roads of Access during the allocated period.

4. The SAF Director of Exercise is to ensure that all SAF training in SWBTA and associated facilities is conducted in accordance with the requirements of the SWBTA Standing Orders, applicable Australian laws and other references substantially relevant to associated facilities as advised by the ADOD Delegate.

5. The ADOD shall appoint a Workplace Health and Safety consultant as part of the ADOD support staff to assist the SAF Army Detachment Commander. This appointment is to be in accordance with terms to be mutually determined between the Parties.

Article 12

Health, Medical and Dental

1. The SAF shall ensure that all SAF personnel and any dependants accompanying members of the SAF Army Detachment are medically and dentally fit prior to arrival in Australia. The SAF shall ensure that all SAF personnel and any dependants accompanying members of the SAF Army Detachment moving into and within Australia shall be conducted in accordance with all relevant Australian Laws (including Australian quarantine laws). The SAF is to advise the ADOD Delegate immediately if the activities of the SAF have the potential to introduce an infectious disease into Australia or there is an inadvertent breach of these requirements.

2. Unless otherwise mutually determined, access to medical services for SAF military personnel shall be in accordance with the Arrangement between the Parties concerning Reciprocal Access by Australian Defence Force Personnel and Singapore Armed Forces Personnel to Military Medical and Dental Services in Singapore and Australia signed on 8 June 1993 or any successor arrangements.

Article 13

Storage and movement of SAF vehicles, equipment, ammunition (including explosives) and materiel

1. Subject to Australian legal requirements and ADOD security policy and procedures, the ADOD shall make available associated facilities, or approve the commercial facilities, proposed for use by the SAF for the purpose of storing vehicles, equipment, ammunition (including explosives) and materiel used by the SAF for training at SWBTA and for undertaking maintenance of such vehicles, equipment, ammunition (including explosives) and materiel pursuant to Article 16. Vehicles, equipment, ammunition (including explosives) and materiel used by the SAF for training at SWBTA shall be stored within Australia in the ADOD-nominated associated facilities. Ammunition (including explosives) shall be stored and moved only with the written approval of the ADOD Explosive Ordnance Licensing Authority. In the event that the associated facilities made available by the ADOD become unavailable for use by the SAF, the ADOD shall advise the SAF as soon as practicable. In any such event, the ADOD shall use its best endeavours to identify suitable alternate arrangements for storage of SAF vehicles, equipment, ammunition (including explosives) and materiel associated with SAF training at SWBTA. Any ADOD support provided in accordance with this clause shall be subject to cost recovery pursuant to Article 17. The ADOD and SAF shall consult with a view to examining any alternate arrangements identified by the ADOD.

2. The Government of the Republic of Singapore shall be responsible for costs associated with the use of the associated facilities made available by the ADOD, pursuant to Article 17.

3. The SAF shall provide to the ADOD a detailed inventory of all vehicles, ammunition (including explosives), equipment and materiel which it intends to store in the associated facilities upon the completion of all SAF training activity in SWBTA and on request from the ADOD Delegate. Any change to the inventory shall require prior written approval of the ADOD. The SAF may store a maximum combined number of 150 "A" and "C" vehicles and 250 "B" vehicles and 70 Motorcycles in the associated facilities.

4. This Agreement or the activities carried out pursuant to it shall not create any interest in land.

5. The movement of all Vehicles, equipment, materiel, weapons and ammunition (including explosives) into and within Australia shall be conducted in accordance with Australian Laws, (including Australian quarantine laws), and ADOD security policies and procedures and with any directions relating to compliance with ADOD security policy and procedures as may be advised by the ADOD. The SAF is to advise the ADOD Delegate immediately of any potential or inadvertent breach of these requirements.

6. The SAF also shall advise the ADOD, at least forty five (45) days in advance in writing, of the proposed import or export of ammunition (including explosives). Ammunition (including explosives) imported by the SAF is considered to be Commonwealth explosives pursuant to the *Explosives Act 1961* and regulations thereto and any contract for commercial transport shall specify compliance with the Explosives Transport Regulations 2002 and other applicable Australian Laws.

7. The SAF shall not remove the vehicles, equipment, ammunition (including explosives) and materiel from the associated facilities without the ADOD's prior written approval, except for the SAF training at SWBTA pursuant to this Agreement or where the Government of the Republic of Singapore requires the return of the vehicles, equipment, ammunition (including explosives) and materiel to Singapore. In such cases the SAF shall provide the ADOD with reasonable advance notice in writing, citing reasons which do not jeopardise the security of the SAF.

Article 14

Building improvements and services

1. The SAF shall not undertake any improvements, construction or renovations to the associated facilities made available by the ADOD without the prior written approval of the DEPSEC IS&IP. The ADOD shall be responsible for arranging contracts for any such improvements, construction or renovations

including the provision of telephone, communication and facsimile services. All improvements, construction or renovations shall meet applicable Australian construction and ADOD standards. The SAF shall be responsible for the full costs, including contract and administrative costs associated with any renovations, constructions or improvements. Any decision to allow the SAF to undertake improvements, renovations or constructions shall be made on the basis of the duration of storage at the associated facilities pursuant to this Agreement.

2. Where ADOD provides additional facilities, the Government of the Republic of Singapore shall pay the Government of Australia for the associated costs pursuant to Article 17.

3. Unless otherwise mutually determined, the Government of the Republic of Singapore shall be responsible for the costs associated with the restoration of the associated facilities made available by the ADOD to their original condition, pursuant to Article 17.

Article 15

Commercial support arrangements

1. In recognition of the access by the SAF to SWBTA and the associated facilities, the Government of the Republic of Singapore shall demonstrate a practical commitment to the use of Australian commercial enterprises to satisfy SAF's commercial support requirements arising out of the SAF use of SWBTA and the associated facilities. 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. The SAF 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 Central Queensland Local Industry Providers (LIPs) 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 Delegate 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 SAF, 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.

3. In order to give effect to the commercial support provisions of this Agreement:

(a) the Parties shall take into account the need to meet the quality standards required by the SAF;

(b) the SAF 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;

(c) the SAF 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. In June each year, the SAF shall provide the ADOD a report containing a breakdown of expenditure for the past year, and include details of the degree of involvement of Central Queensland LIP. In August each year, the SAF shall also provide the ADOD with a report providing a forecast of planned expenditure for the following year. The format of the reports, to be counter-signed by the SAF contractor, and/or by the Australian commercial enterprises providing intermediate and depot level maintenance pursuant to clause 1 sub clauses (b) and (c) of Article 16, shall be mutually determined by the SAF and the ADOD; and

(d) the SAF and ADOD shall consult with each other on a regular basis to monitor work in progress, including but not limited to, ongoing major SAF milestones for implementation of commercial support and reports by the SAF contractor and shall meet at the request of either Party.

4. 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 purpose 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.

5. 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.

6. When complying with the terms of clauses 4 and 5 of this Article each Party acknowledges that the information shall not at any time be used or provided for purposes other than those authorised by the owner of the information.

Article 16

Maintenance Support

1. The arrangements for maintenance support for SAF training are:
 - (a) Organisational level maintenance for SAF training at SWBTA shall be undertaken either by the SAF, or its accompanying civilian component, the SAF Army Detachment, or, at the discretion of the SAF, by Australian commercial enterprises;
 - (b) Intermediate level maintenance for SAF training at SWBTA shall be undertaken either by the SAF, its accompanying civilian component, or the SAF Army Detachment, to the extent that this is necessary to maintain SAF operational maintenance capability, or by Australian commercial enterprises on a commercially competitive basis. A minimum

of fifty percent (50%) of the value of the intermediate level maintenance which is required to be performed on the SAF vehicles, equipment and weapons to be stored at the associated facilities shall be contracted to Australian commercial enterprises; and

(c) Depot level maintenance that is required to be performed on the SAF vehicles and equipment stored at the associated facilities shall be contracted to Australian commercial enterprises on a commercially competitive basis.

2. Where maintenance is required to be contracted to Australian commercial enterprises pursuant to this Agreement the following exclusions apply:

(a) if Australian commercial enterprises do not have the capability to undertake it, or it cannot reasonably be provided on a commercially competitive basis without subsidy by Australian commercial enterprises, the ADOD and the SAF shall mutually determine in writing the appropriate course of action; or

(b) if the maintenance cannot be undertaken by Australian commercial enterprises for reasons of security of the SAF, the SAF shall advise the ADOD in writing, giving reasons which do not jeopardise the security of the SAF, and stating the means by which the maintenance is to be undertaken; or

(c) if maintenance of components needs to be undertaken by the component manufacturer under contractual obligation, including warranty or exclusive licensing, the SAF shall advise the ADOD in writing when such component maintenance is to be undertaken.

3. In any other exceptional circumstances, with the prior written approval of the ADOD Delegate which approval shall not be unreasonably withheld, maintenance which has been or is to be contracted to particular Australian commercial enterprises pursuant to this Agreement may be undertaken instead by other Australian commercial enterprises.

Article 17

Finance

1. The Government of the Republic of Singapore shall pay the Government of Australia a fee of AUD \$1.00 annually for the use of SWBTA.

2. The provision of ADF Liaison Officers and manpower and the provision of ADOD administrative and other support and services to facilitate and support SAF training at SWBTA pursuant to Article 5 shall be charged by the Government of Australia to the Government of the Republic of Singapore on a full cost recovery basis calculated in accordance with ADOD cost recovery guidelines. This shall include costs associated with:

(a) the production of any necessary Environmental Impact Assessments, monitoring (including the cost of personnel) and environmental remediation, restoration and rehabilitation;

(b) the provision of ADOD manpower, including ADF Liaison Officers and any other ADOD personnel provided to support the SAF training at SWBTA and associated facilities, excluding permanently assigned ADOD staff at SWBTA and associated facilities (except where the costs of travel, subsistence and allowances (including overtime) are specifically incurred in support of SAF training outside the formal work or duty hours of such personnel);

(c) the provision of supplies, stores, maps, charts and fuel (including aviation fuel) to the SAF by the ADOD;

(d) the use of capital assets including any flying hours undertaken as a result of the SAF use of SWBTA;

(e) personnel, equipment, Vehicles, Vessels or Aircraft required for purposes associated with SAF use of SWBTA including range clearance;

(f) an administrative cost of five percent (5%) to be charged on all transactions and administration of the SAF Special Accounts for RSAF, RSN and Army;

(g) all travel and subsistence, meal allowances and any other allowances to which the manpower support may be entitled;

(h) all horizontal and vertical infrastructure including the External Roads of Access as identified by the Environmental Monitoring Group and the post exercise damage inspection;

(i) the consumption of utilities specific to the facilities (e.g. telephones, electricity, chemicals);

(j) the hire of ADOD stores and equipment; and

(k) any other goods and services provided by ADOD as required by the SAF.

3. Any environmental remediation, restoration and rehabilitation work (including the cost of personnel) and any other repairs to SWBTA pursuant to Article 8 shall be charged by the Government of Australia to the Government of the Republic of Singapore on a full cost recovery basis in accordance with ADOD cost recovery guidelines and shall include all management and consultancy fees associated with such repairs/works.

4. The ADOD shall advise the SAF of the estimated costs, based on the SAF Detailed Concept of Training provided one month prior to the IPC and in accordance with ADOD cost recovery policy, for provision of ADOD support and services to the annual SAF training at SWBTA at least two (2) months prior to the commencement of the training. The Government of the Republic of Singapore shall pay such amount by way of Electronic Funds Transfer (EFT) or such other means as mutually determined, to the bank account nominated by ADOD in Australian Dollars, at least twenty one (21) days prior to the commencement of the allocated period. The SAF shall provide a statement identifying this Agreement and the purpose of the payment within two (2)

calendar days of the EFT being effected. The ADOD Delegate shall ensure the funds are deposited into an approved SAF Special Account, created pursuant to Section 20 of the *Financial Management and Accountability Act (Cth) 1997* and authorised by First Assistant Secretary Financial Management and Reporting in the ADOD.

5. Following the conclusion of the SAF training at SWBTA each year, the ADOD shall provide a statement, accompanied by supporting documentation, setting out a breakdown of costs and rates where applicable, including costs pursuant to Article 8, to the SAF Army Detachment within one hundred and twenty (120) days. If the amount set out in the statement exceeds the amount of the advance payment, the Government of the Republic of Singapore shall pay the balance, in Australian Dollars, within thirty (30) days of the date of receipt of the invoice, statement and supporting documentation from the ADOD to the SAF Army Detachment in Rockhampton. Where the amount in the statement is less than the amount of the advance payment the balance shall be refunded to the Government of the Republic of Singapore or, if mutually determined, adjusted against other payments due by the ADOD. Any refund shall be made within thirty (30) days of the statement and accompanying supporting documentation being provided to the SAF Army Detachment and preferably by the end of the Singapore financial year.

6. The Government of the Republic of Singapore shall pay costs calculated in accordance with ADOD full cost recovery guidelines for the use of the associated facilities made available by the ADOD (including costs associated with cleaning of the office space within the associated facilities, preventative maintenance and the provision of fuel, light and power) and any increased charges incurred by the ADOD as a result of the SAF use of the associated facilities.

7. Any increased charges incurred by the ADOD as a result of the SAF use of the associated facilities made available by the ADOD shall be calculated in accordance with ADOD full cost recovery guidelines and levied on a quarterly basis by the provision of invoices, accompanied by supporting documentation setting out a breakdown of costs, to the SAF Army Detachment. Payment shall be made as specified in clause 9 of this Article.

8. All other costs incurred by the Government of the Republic of Singapore

pursuant to this Agreement, including any costs incurred pursuant to Articles 4, 8, 9 and 15, shall be calculated in accordance with ADOD full cost recovery guidelines and levied on a quarterly basis by the provision of invoices, accompanied by supporting documentation setting out a breakdown of costs, to the SAF Army Detachment. Payment shall be made as specified in clause 9 of this Article.

9. Payment of all invoices from the Government of Australia shall be made within thirty (30) days of the date of the invoice, to the bank account nominated by the ADOD. A statement identifying this Agreement and the purpose of the payment shall be forwarded to the address as specified by the ADOD Delegate.

10. In the event that this Agreement is terminated or SWBTA or the associated facilities otherwise become unavailable or unsuitable for use by the SAF pursuant to this Agreement, the Government of Australia shall, unless alternative arrangements are made, reimburse to the Government of the Republic of Singapore, without prejudice to any of the Government of Australia's rights, on a pro-rata basis the portion of that part of any advance payment which relates to the use of SWBTA or the associated facilities, as the case may be.

Article 18

Claims

1. Unless otherwise provided for in this Agreement, the SOFA shall apply to the settlement of claims arising from activities under this Agreement subject to the following variations:

(a) in relation to claims to which Annex III, Section (1), clause 2 applies, the Government of the Republic of Singapore shall make full compensation in accordance with the applicable law to the Federal, State, Territory or local government concerned for damage to its property;

(b) in relation to claims to which Annex III, Section (1), clause 3 applies, Annex III, Section (1), clause 3.e(1) shall be read so that the

proportion chargeable to the Government of the Sending State shall be 100% provided that no claim is settled without consultation with the sending State.

2. For contracts where one Party contracts solely on its own behalf, the Party awarding the contract shall pay the cost of claims arising under that contract.

3. For contracts where one Party contracts on behalf of the other Party, the Party on whose behalf the contract was awarded shall pay the cost of claims arising under that contract. If the Parties mutually determine 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.

4. For contracts awarded on behalf of both Parties, the cost of claims arising under such contracts shall be shared in the same proportions as financial costs are shared between the Parties in relation to the applicable contract. The contracting Party shall not indemnify contractors against third party liability claims, unless otherwise mutually determined by both Parties.

Article 19

Settlement of disputes

1. During the allocated period, any issue arising from the conduct of training in SWBTA and associated facilities shall be resolved between the SAF Army Detachment Commander and ADF Liaison Officer. In the event that these officers can not resolve the issue, the matter shall be referred to the SAF Director of Exercise and the ADOD Delegate for resolution.

2. Any dispute not resolved in accordance with clause 1 of this Article, or any other dispute arising from the interpretation or implementation of this

Agreement shall be resolved by consultation or negotiation between the Parties and shall not be referred to a third party or national or international tribunal.

Article 20

Amendment

1. All articles of this Agreement may be modified through amendments in writing mutually agreed to by both Parties. All amendments shall enter into force on an exchange of notes confirming that each Party has completed its domestic requirements for the entry into force of the amendments to this Agreement.

Article 21

Commencement and Termination

1. This Agreement shall enter into force on an exchange of notes confirming that each Party has completed its domestic requirements for the entry into force of this Agreement. Subject to clause 2 of this Article, this Agreement shall remain in force until the removal of all SAF personnel, vehicles, materiel, weapons and explosives associated with the SAF training at SWBTA from Australia by 31 December 2019 or until other arrangements to be mutually determined between the Parties providing for their disposition come into effect.

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

3. The provisions of this Agreement concerning costs and claims shall continue in force notwithstanding termination or expiration of this Agreement until all costs due to either Party incurred pursuant to this Agreement, whether incurred prior to or after written notification of termination is received, have been recovered between the Parties. The provisions of this Agreement

concerning security and concerning compliance with laws, policies, procedures and directions shall continue in force notwithstanding termination or expiration of the Agreement while SAF personnel and any vehicles, weapons, ammunition (including explosives) and materiel associated with SAF training at SWBTA remain in Australia. The provisions of this Agreement concerning settlement of disputes shall continue in effect notwithstanding termination or expiration of this Agreement.

Signatories

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

DONE in duplicate at Singapore on the 31st day of May two thousand and nine.

FOR THE GOVERNMENT OF
AUSTRALIA:

The Hon. Joel Fitzgibbon

Minister for Defence

FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE:

Mr Teo Chee Hean

Deputy Prime Minister
and Minister for Defence