

AGREEMENT

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

**CONCERNING THE REPUBLIC OF SINGAPORE AIR FORCE FLYING
TRAINING INSTITUTE DETACHMENT AT ROYAL AUSTRALIAN AIR
FORCE BASE PEARCE**

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

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

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

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

DESIRING to maintain and operate a Republic of Singapore Air Force Flying Training Institute at Royal Australian Air Force Base Pearce, noting the priority of Royal Australian Air Force activities;

HAVE AGREED as follows:

Article 1 Definitions

The following definitions shall apply to this Agreement:

- (a) “Activities” means the activities of the Flying Training Institute as specified in Article 3(1) (Activities of the Flying Training Institute) of this Agreement;
- (b) “ADOD” means the Australian Department of Defence, or any of its subsidiary components;
- (c) “Australian Commercial Enterprise” means any entity regulated by Australian law, which engages in commercial activities in Australia and uses a primarily Australian labour force;
- (d) “Authorised ADOD Personnel” means any ADOD personnel authorised in the exercise of their duties to instruct or direct a RSAF Commander or Singapore Personnel in relation to the conduct of the Activities;
- (e) “Classified Information” has the meaning in the Classified Information Agreement;
- (f) “Commercial Information” means commercial information which is not subject to a security classification, but which may prejudice commercial interests by its unauthorised disclosure;
- (g) “Contractor” means any entity under contract or sub-contract to the RSAF or Singapore to provide a good or service to the RSAF in Australia in connection with the Activities, and its employees;
- (h) “Dependants” has the meaning in the SOFA;

- (i) “Explosives” means substances manufactured with a view to producing an explosion or pyrotechnic effect, including, but 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;
- (j) “Flying Training Institute” means the RSAF’s Flying Training Institute detachment, encompassing Number 130 Squadron, Standards Squadron or such other squadron mutually determined in writing by the Parties, as well as Contractors;
- (k) “RAAF” means the Royal Australian Air Force;
- (l) “RAAF Base Pearce” means the RAAF Base at Pearce in Western Australia, including the associated ground and flying training areas, or such other location as may be mutually determined in writing by the Parties;
- (m) “RAAF Commander” means the Commanding Officer of Number 25 Squadron at RAAF Base Pearce, or such other officer as the ADOD notifies in writing to the RSAF;
- (n) “RSAF” means the Republic of Singapore Air Force;
- (o) “RSAF Commander” means the Commanding Officer of Number 130 Squadron, or such other officer as may be mutually determined in writing by the Parties; and
- (p) “RSAF Personnel” means members of the RSAF and civilians employed by, or in the service of, the Singapore Ministry of Defence present in Australia for the purpose of conducting or supporting the Activities, but does not include Contractors.

Article 2

Flying Training Institute

The RSAF may maintain and operate a Flying Training Institute at RAAF Base Pearce in accordance with this Agreement.

Article 3

Activities of the Flying Training Institute

- (1) The RSAF may operate the Flying Training Institute to conduct:
 - (a) basic flying training (basic wings course);
 - (b) flying instructor courses to graduate qualified flying instructors;
 - (c) weapons systems officers courses;
 - (d) the maintenance of the quality and standards of fixed wing flying instructions; and
 - (e) such other activities as may be mutually determined in writing by the Parties.

- (2) The Parties shall specify details of the Activities in an implementing arrangement to this Agreement.
- (3) If the ADOD reasonably considers that:
 - (a) the conduct of the Activities would adversely affect RAAF training, operations or operational readiness at RAAF Base Pearce as determined by the Chief of the RAAF; or
 - (b) other extraordinary circumstances have arisen that preclude the conduct of Activities at RAAF Base Pearce;then:
 - (c) the relevant Activities may be suspended by Australia; and
 - (d) the ADOD shall advise the RSAF as soon as practicable, and use its best endeavours to identify and examine suitable alternative arrangements for the relevant Activities in close consultation with the RSAF.

Article 4 Composition of the Flying Training Institute

- (1) The RSAF may use up to 30 aircraft of a type as mutually determined in an implementing arrangement to this Agreement for the conduct of Activities.
- (2) Subject to the prior written consent of the ADOD, the RSAF may use additional RSAF aircraft, vehicles and equipment in support of the Activities.
- (3) The RSAF Commander, or a delegate notified to the ADOD in writing, shall ensure at all times that the details of all aircraft conducting the Activities are advised to the RAAF Commander.
- (4) In conducting the Activities, the RSAF shall not exceed a rate of effort for all RSAF aircraft as detailed in an implementing arrangement to this Agreement.
- (5) The Parties shall mutually determine in an implementing arrangement to this Agreement the maximum number of:
 - (a) RSAF Personnel forming part of the Flying Training Institute; and
 - (b) personnel who are Contractors permitted at RAAF Base Pearce.

Article 5 Regulation of Activities

- (1) The RSAF shall ensure that RSAF Personnel and Contractors conduct the Activities in accordance with all:
 - (a) Australian laws, standing orders, policies and procedures applicable to users of RAAF Base Pearce; and
 - (b) instructions or directions of Authorised ADOD Personnel;

including those in relation to the environment, security, workplace health and safety, import, export and movement of aircraft, vehicles and equipment, noise abatement, telecommunications and security.

(2) The RSAF shall provide any information requested by Australia to assess compliance with paragraph 1 of this Article.

(3) If the ADOD considers that the conduct of Activities is not in compliance with paragraph 1 of this Article, those Activities shall be suspended until the non-compliance is rectified to the satisfaction of ADOD.

Article 6 Planning of Activities

(1) A representative of the RSAF shall participate in all regular flying planning conferences at RAAF Base Pearce in order to coordinate the ADOD and RSAF flying programmes.

(2) The RSAF shall comply with the flying programmes determined at flying planning conferences, or as otherwise notified by the RAAF Commander.

(3) Subject to the prior written consent and directions of the ADOD, the RSAF may deploy its aircraft outside RAAF Base Pearce.

Article 7 Noise Abatement and Complaints

(1) If the ADOD determines that the conduct of the Activities is preventing the effective application of ADOD noise abatement procedures at RAAF Base Pearce, the Parties shall immediately consult to mutually determine measures to mitigate noise issues.

(2) If the ADOD subsequently determines that the measures referred to in paragraph 1 of this Article have been unsuccessful, the Parties shall again consult, with a view to changing or reducing the composition of the Flying Training Institute or modifying the Activities.

(3) If noise complaints are made by third parties that arise exclusively from the Activities or from a combination of the Activities and RAAF activities:

(a) the ADOD shall be responsible for handling the complaints in the same manner as complaints made in relation to RAAF activities;

(b) the RSAF shall cooperate fully with the ADOD in the handling of the complaints; and

(c) the ADOD shall not settle such complaints without prior consultation with the RSAF.

(4) Where the noise complaints arise:

(a) exclusively from the Activities, Singapore shall be responsible for meeting the cost of settling the complaints; and

- (b) from a combination of the Activities and RAAF activities, the cost of settling the complaints shall be borne in the same manner as for third party claims under Article 20 (Claims) of this Agreement.

Article 8 Safety and Accidents

- (1) The RSAF Commander shall notify the RAAF Commander of any breaches of flying regulations arising from the Activities and shall take any corrective action required by the ADOD.
- (2) The RSAF shall participate in periodic safety audits relating to the Activities as required by the ADOD.
- (3) The RAAF Commander shall coordinate emergency and accident response involving RSAF Personnel or Contractors at RAAF Base Pearce, and the RAAF shall use its best endeavours to accommodate the applicable safety policy and procedures as may be advised by the RSAF provided they are consistent with Australian safety policy and procedures.

Article 9 Management of Aircraft, Vehicles and Equipment

- (1) The RSAF shall provide written notice to the RAAF Commander before introducing or removing any RSAF aircraft, vehicles or equipment from RAAF Base Pearce.
- (2) The RSAF shall not use Explosives or other weapons in the course of the Activities at RAAF Base Pearce, unless the prior written consent of the ADOD is obtained.
- (3) The Parties shall detail procedures for storage of any Explosives, hazardous materials and weapons in an implementing arrangement to this Agreement.

Article 10 ADOD Support

- (1) Singapore may request, in writing, that the ADOD provide administration or other support to the Activities.
- (2) The ADOD shall provide the support requested by Singapore on a best endeavours basis, consistent with Australia's national requirements, priorities and capabilities.
- (3) At the request of the ADOD, the RSAF may assist the ADOD to provide support that meets the needs of both Parties at RAAF Base Pearce.

Article 11

Commercial Support

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

Article 12 Facilities

- (1) The Parties shall mutually determine in writing:
 - (a) the facilities to be provided, constructed or upgraded in order to effectively and safely accommodate the Flying Training Institute at RAAF Base Pearce; and
 - (b) the procedures for construction and upgrade of such facilities.
- (2) Australia shall retain ownership of land on which any such facilities are constructed or upgraded.
- (3) Singapore shall not have exclusive control of facilities it uses, and Authorised ADOD Personnel shall retain a right of access to those facilities in accordance with all Australian laws, standing orders, policies and procedures applicable to users of RAAF Base Pearce.
- (4) RSAF Personnel shall escort the Authorised ADOD Personnel referred to in paragraph 3 of this Article, provided that access shall not be denied if such RSAF Personnel are not available.
- (5) Upon expiry or termination of this Agreement, the RSAF shall:
 - (a) leave the land and facilities it has used in good order and condition; and
 - (b) dispose of, or demolish, facilities not required by the ADOD.

Article 13 Security

- (1) Australia shall be primarily responsible for the security of RAAF Base Pearce.
- (2) Australia shall share with Singapore security alerts applicable to RAAF Base Pearce, as far as practicable.
- (3) Singapore shall provide to Australia details of RSAF Personnel and Contractors seeking access to RAAF Base Pearce, and keep these details updated on an ongoing basis.
- (4) RSAF Personnel and Contractors shall carry identity cards issued by a competent Singapore authority while they are at RAAF Base Pearce.
- (5) RSAF Personnel and Contractors shall present their identity cards at RAAF Base Pearce at the request of Authorised ADOD Personnel.
- (6) Authorised ADOD Personnel may enter facilities used by Singapore at RAAF Base Pearce to validate security arrangements and procedures and in the event of a security threat or incident. RSAF Personnel shall escort such entry, provided that access shall not be denied if such RSAF Personnel are not available.
- (7) Singapore shall promptly notify Australia of any security breaches at RAAF Base Pearce.

- (8) Australia may:
- (a) investigate security breaches involving the RSAF or Contractors at RAAF Base Pearce, with the full cooperation of Singapore; or
 - (b) request that Singapore investigates such security breaches and promptly report to Australia.
- (9) Australia may, or may instruct Singapore to, take immediate remedial action if necessary for safety or security in the event of non-compliance by the RSAF or Contractors with Australian laws, policies or procedures relating to security at RAAF Base Pearce.
- (10) All Classified Information exchanged, provided or generated under this Agreement shall be used, transmitted, stored, handled and protected in accordance with the Classified Information Agreement.

Article 14

Jurisdiction, Command, Control and Discipline

- (1) Section 1 (Criminal Jurisdiction) of Annex II to the SOFA shall apply to RSAF Personnel and their Dependants under this Agreement.
- (2) The RSAF Commander shall exercise command, control and discipline over all RSAF Personnel.
- (3) If RSAF Personnel or their Dependants exhibit behaviour which is not professionally or socially acceptable, Australia may request in writing that Singapore remove those persons from Australia.
- (4) On receipt of a request under paragraph 3 of this Article, Singapore shall take all steps legally available to comply with the request.

Article 15

RSAF Personnel and Contractors

- (1) RSAF Personnel and their Dependants shall not remain in Australia for more than three years from their date of arrival, unless otherwise mutually determined at the Joint Australia Singapore Coordination Group, or other forum, as referred to in Article 21 (Consultation and Coordination) of this Agreement.
- (2) RSAF Personnel and their Dependants shall be nationals or permanent residents of Singapore.
- (3) For the avoidance of doubt, the entry into, stay in, and exit from, Australia of Contractors shall be subject to Australian laws and regulations.

Article 16
Medical and Dental

- (1) Singapore shall ensure that RSAF Personnel are medically and dentally fit prior to arrival in Australia.
- (2) Singapore shall ensure that RSAF Personnel and Dependants move into and within Australia in accordance with Australian laws relating to biosecurity and quarantine.
- (3) Singapore shall immediately notify Australia if there is:
 - (a) a breach of the requirements referred to in paragraph 2 of this Article;
 - (b) potential to introduce infectious diseases from RSAF Personnel, Dependants or equipment into Australia, or
 - (c) an outbreak of infectious diseases amongst RSAF Personnel, Dependants or Contractors in Australia.
- (4) The Parties shall specify the medical and dental care to be provided by the ADOD to RSAF Personnel at RAAF Base Pearce in an implementing arrangement to this Agreement.

Article 17
Accommodation and Amenities

- (1) Unless otherwise mutually determined, RSAF Personnel who are:
 - (a) accompanied by Dependants shall be accommodated in private residential accommodation arranged by the RSAF;
 - (b) not accompanied by Dependants and who are not students at the Flying Training Institute, as well as RSAF Personnel who are on short-term visits, shall, wherever practicable, be provided with rations and accommodation at RAAF Base Pearce at the standard equivalent to that provided for RAAF personnel of equivalent rank; and
 - (c) not accompanied by Dependants and who are students at the Flying Training Institute, shall be provided with rations and suitable student accommodation at RAAF Base Pearce.
- (2) RSAF Personnel and their Dependants who are deployed under this Agreement shall enjoy access to ADOD amenities, including messes, sporting and social clubs or organisations, commensurate with their ADOD counterparts and their dependants.

Article 18
Finance

- (1) Singapore shall pay to Australia the full costs relating to the Flying Training Institute and its Activities incurred by Australia.
- (2) The Parties shall specify in an implementing arrangement to this Agreement:

- (a) a list of costs referred to in paragraph 1 of this Article;
 - (b) the methodologies for calculating such costs; and
 - (c) a system for paying such costs.
- (3) Australia shall not be responsible for the costs of implementing any alternative arrangements referred to in Article 3(3) (Activities of the Flying Training Institute) of this Agreement.

Article 19 Taxes and Duties

Singapore, RSAF Personnel and Dependants shall be exempt from taxes and duties in connection with activities under this Agreement in accordance with the SOFA.

Article 20 Claims

- (1) The SOFA shall apply to the settlement of claims under this Agreement arising from activities involving the ADOD and RSAF.
- (2) The SOFA shall apply to the settlement of claims arising from activities undertaken exclusively by the RSAF under this Agreement, subject to the following variations:
- (a) neither Party shall waive claims against the other for damage or damages as referred to in Section 1(1)(a) or (c) of Annex III to the SOFA;
 - (b) in relation to claims to which Section 1(2) of Annex III to the SOFA applies, Singapore shall make full compensation in accordance with the applicable Australian law concerning damage to property; and
 - (c) in relation to claims to which Section 1(3) of Annex III to the SOFA applies, Section 1(3)(e)(1) of Annex III shall be read so that the proportion chargeable to Singapore shall be one hundred percent provided that all claims are settled in consultation with Singapore.
- (3) The Parties shall consult on claims not otherwise covered by this Article.

Article 21 Consultation and Coordination

- (1) The Joint Australia Singapore Coordination Group, or any other forum mutually determined in writing by the Parties, shall be the primary body for the management and coordination of activities under this Agreement on behalf of the Parties.
- (2) In accordance with Australian law, Australia shall provide copies of standing orders, policies, procedures and other related documents that are not publicly

available and which are applicable to Singapore's activities under this Agreement to Singapore upon request.

Article 22 Settlement of Disputes

Any dispute arising from the interpretation or implementation of this Agreement or its implementing arrangements shall be resolved by consultation and negotiation between the Parties and shall not be referred to any national or international tribunal or court or any other third party for resolution.

Article 23 Entry into force, Amendment and Duration

- (1) This Agreement shall enter into force on the date of the latter exchange of notes between the Parties confirming that each Party has completed its domestic requirements to give effect to this Agreement.
- (2) *The Memorandum of Understanding between the Government of Australia and the Government of the Republic of Singapore concerning the Establishment and Operation of a RSAF Pilot Flying Training School at RAAF Base Pearce*, signed on 22 March 1993, shall terminate upon the entry into force of this Agreement.
- (3) This Agreement shall remain in force for a period of 25 years, unless otherwise terminated in accordance with Article 24 (Termination) of this Agreement.
- (4) At least three years prior to the expiry of this Agreement, the Parties shall consult at the request of either Party concerning the extension of this Agreement.
- (5) The Parties may enter into implementing arrangements to give effect to this Agreement.
- (6) The Parties may mutually determine to review this Agreement at any time.
- (7) The Parties may agree in writing to amend this Agreement at any time.
- (8) Such amendments shall enter into force on the date of the latter exchange of notes between the Parties confirming that each Party has completed its domestic requirements to give effect to the amendment.

Article 24 Termination

(1) The Parties may terminate this Agreement by mutual agreement in writing at any time.

(2) If:

(a) demanded by an outbreak of hostilities or other extraordinary circumstances;
and

(b) the Parties are unable to mutually determine alternative arrangements to facilitate the continuing operation of the Flying Training Institute;

this Agreement may be terminated by a Party by giving 12 months' written notice to the other Party stating the reasons for the notice.

(3) If a Party invokes paragraph 2 of this Article, the Parties shall consult in good faith to equitably manage the consequences of termination and report on the outcomes of the consultations within 12 months of the written notice.

(4) Singapore shall remove from Australia all RSAF Personnel, aircraft, vehicles and equipment permitted under this Agreement within a mutually determined timeframe following termination or expiry of this Agreement.

(5) The expiry or termination of this Agreement shall not release the Parties from the execution of obligations resulting from its implementation concerning Articles 7(4) (Noise Abatement and Complaints), 11(4) (Commercial Support), 13(10) (Security), 14 (Jurisdiction, Command, Control and Discipline), 18 (Finance), 20 (Claims) and 22 (Settlement of Disputes).

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

DONE in duplicate at Singapore on

2017.

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF
THE REPUBLIC OF SINGAPORE