AGREEMENT
BETWEEN
THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
ON
TRANSBOUNDARY MOVEMENT OF
CARBON DIOXIDE STREAMS FOR THE PURPOSES OF OFFSHORE GEOLOGICAL SEQUESTRATION

THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA ("Australia") and **THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE ("Singapore")** hereinafter referred to singularly as "Party" and collectively as "Parties",

AFFIRMING the mutual interest of the Parties in developing cooperation in the field of transboundary offshore carbon capture and sequestration ("CCS") that provides mutual benefits to both Parties;

RECALLING the *Singapore-Australia Comprehensive Strategic Partnership 2.0*, and the Singapore-Australia Green Economy Agreement where the Parties committed to exploring collaboration on cross-border carbon capture and storage;

FURTHER RECALLING Australia's aspirations to explore regional cooperation on transboundary offshore CCS and Singapore's interests to pursue transboundary transportation and permanent sequestration of carbon dioxide ("CO_2") Streams;

ALSO RECALLING the *Paris Agreement*, adopted at Paris on 12 December 2015, and the *United Nations Framework Convention on Climate Change* ("UNFCCC"), adopted at New York on 9 May 1992, and reaffirming the Parties' commitment to their implementation**;**

ACKNOWLEDGING that Australia is a Contracting Party to the *1996 Protocol to the Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, 1972*, adopted at London on 7 November 1996, as amended in 2006 by Resolution LP.1(1) recognising that CO_2 Streams from CO_2 capture processes for sequestration may be considered for dumping ("London Protocol");

FURTHER RECALLING Resolution LP.3(4) to the London Protocol, adopted on 30 October 2009, on an amendment to Article 6 to allow the export of CO_2 Streams for the purpose of permanent sequestration in sub-seabed geological formations provided an agreement or arrangement has been entered into by the countries concerned; Resolution LP.5(14) to the London Protocol, adopted on 11 October 2019, allowing provisional application of the 2009 amendment to Article 6 set out in Resolution LP.3(4), pending its entry into force, by those Contracting Parties which have deposited a declaration on provisional application of that amendment and that Australia has declared such provisional application in accordance with Resolution LP.5(14);

ACKNOWLEDGING the Parties' obligations under the *United Nations Convention on the Law of the Sea*, adopted at Montego Bay on 10 December 1982, and other applicable international law obligations and standards concerning environmental protection, maritime safety and prevention of marine pollution;

ALSO ACKNOWLEDGING the Parties' obligations under the *Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal,* adopted at Basel on 22 March 1989, the *Montreal Protocol on Substances that Deplete the Ozone Layer,* adopted at Montreal on 16 September 1987*,* and the *Stockholm Convention on Persistent Organic Pollutants,* adopted at Stockholm on 22 May 2001, and other applicable international law obligations relevant to the protection of the environment; and

DESIRING to develop and strengthen cooperation in the field of transboundary offshore CCS;

HAVE AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

In this Agreement, unless otherwise specified:

(a) "IPCC Guidelines" means the 2006 Intergovernmental Panel on Climate Change Guidelines for National Greenhouse Gas Inventories, and any subsequent version or refinement agreed upon and adopted by the Conference of the Parties to the UNFCCC and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, for the purposes of reporting under Article 12 of the UNFCCC and Article 13 of the Paris Agreement respectively;

(b) "CO_2 Stream" means a substance produced from CO_2 capture processes for sub-seabed geological sequestration, which consists overwhelmingly of CO_2, and may contain incidental associated substances derived from the source material and the capture processes used, but to which no wastes or other matter, as defined in the London Protocol, are added for the purpose of disposing of those wastes or other matter;

(c) "Fugitive Emissions" means losses of greenhouse gases which may occur during the capture, processing, transport, temporary storage, injection and permanent geological sequestration of any substance proposed to be a CO_2 Stream;

(d) "Handover Point" means the location at which any substance from Singapore proposed to be a CO_2 Stream is first offloaded from a vessel within Australia's jurisdiction (such as at an offshore buoy, offshore floating storage injection hub, direct injection docking point, terminal or port); and

(e) "Permit" means any permit, licence, or other type of formal approval required under the relevant domestic law, or administrative processes of any Party in order to undertake activities under this Agreement.

ARTICLE 2
OBJECTIVES

The Parties intend to develop and strengthen cooperation in the field of transboundary offshore CCS by facilitating transboundary transportation of CO_2 Streams captured in the territory of Singapore and exported to areas over which Australia has jurisdiction for permanent offshore sub-seabed geological sequestration to support regional decarbonisation efforts, whilst ensuring environmental protection, and compliance with international and domestic law.

ARTICLE 3
PERMITTING RESPONSIBILITIES

1. The Parties confirm the allocation of responsibilities for the issuing of Permits for activities under this Agreement as set out in Annex A, as may be amended from time to time in accordance with Article 10, consistent with Australia's obligations under the London Protocol and other applicable international law. Annex A shall constitute an integral part of this Agreement.

2. The Parties acknowledge that the granting of Permits in accordance with Australia's obligations under the London Protocol will be subject to the provisions of Annexes 1 (Wastes or other matter that may be considered for dumping) and 2 (Assessment of wastes or other matter that may be considered for dumping) of the London Protocol.

3. Each Party may review, vary, suspend, revoke or terminate any Permit it has issued, as applicable, for activities under this Agreement.

4. Each Party shall comply with other applicable international law in its implementation of this Agreement.

ARTICLE 4
TRANSFER OF CARBON DIOXIDE STREAMS

1. The Parties shall cooperate in the transfer of CO_2 Streams as set out in this Agreement.

2. A substance which is not a CO_2 Stream shall not be allowed for export under this Agreement.

3. A Party may, in relation to any substance proposed to be a CO_2 Stream, impose conditions necessary to ensure compliance with this Agreement or relevant international law obligations.

4. Singapore shall have accounting responsibility for emissions associated with a CO_2 Stream before the Handover Point. Australia shall have accounting responsibility for emissions associated with a CO_2 Stream at and after the Handover Point.

5. Singapore shall have accounting responsibility for Fugitive Emissions before the Handover Point. Australia shall have accounting responsibility for Fugitive Emissions at and after the Handover Point.

6. The geographical location of any Handover Point shall be discussed by the Joint Management Committee established pursuant to Article 7 of this Agreement.

ARTICLE 5
MEASUREMENT, REPORTING AND VERIFICATION

1. Singapore shall ensure adequate arrangements are in place to accurately measure, at the point of export, the quantity and composition of any substance proposed to be a CO_2 Stream, and to provide these measurements to Australia prior to each shipment.

2. Australia shall require that the quantity and composition of any substance proposed to be a CO_2 Stream is measured accurately at the Handover Point.

3. The Parties shall jointly determine, for the purposes of reporting obligations under the UNFCCC and Paris Agreement, the following matters:

(a) the measurement standards and analytical methods, used to measure the quantity and composition of any substance proposed to be a CO_2 Stream at the point of export and at the Handover Point, consistent with the IPCC Guidelines as applicable;

(b) the methods of verification of the data collected pursuant to the measurement standards and analytical methods referred to in subparagraph 3(a) of this Article;

(c) the manner in which information pertaining to the data collected pursuant to the measurement standards and analytical methods referred to in subparagraph 3(a) of this Article is recorded; and

(d) the form in which the information referred to in subparagraph 3(c) of this Article is exchanged between Singapore and Australia.

4. The Parties shall ensure that, for the purposes of reporting obligations under the UNFCCC and Paris Agreement, adequate arrangements are in place within their respective jurisdictions to require compliance with the matters jointly determined in paragraph 3 of this Article.

5. The quantity and composition of a CO_2 Stream as measured at the Handover Point, shall be used to determine the quantity of CO_2 for which emissions accounting responsibility is transferred.

6. For the avoidance of doubt, the quantity and composition of a CO_2 Stream as measured at the Handover Point shall be used to determine the quantity of CO_2 for which abatement is to be claimed by Singapore in its reporting under the UNFCCC and Paris Agreement.

ARTICLE 6
EXCHANGE OF INFORMATION

Each Party shall exchange all information necessary to fulfil their obligations under this Agreement, consistent with their applicable obligations in the following relevant international agreements:

(a) the UNFCCC;

(b) the Paris Agreement; and

(c) the London Protocol.

ARTICLE 7
JOINT MANAGEMENT COMMITTEE

1. The Parties shall establish a Joint Management Committee ("JMC") when this Agreement enters into force, with the following functions:

(a) seeking to resolve any matter or dispute referred to it in accordance with Article 9;

(b) facilitating the exchange of information, and best practice related to the implementation of this Agreement;

(c) discussing the following matters:

(i) the geographical location of any Handover Point;

(ii) the measurement standards and analytical methods used to measure the quantity and composition of any substance proposed to be a CO_2 Stream at the point of export and at the Handover Point, consistent with the IPCC Guidelines as applicable;

(iii) the methods of verification of the data collected pursuant to the measurement standards and analytical methods referred to in subparagraph 3(a) of Article 5;

(iv) the manner in which information is recorded; and

(v) the form in which information is exchanged between Singapore and Australia;

(d) coordinating cooperation on the regulation and permitting of transboundary offshore CCS activities;

(e) seeking expert advice or establish subsidiary technical working groups, as necessary, to support and provide recommendations to the JMC;

(f) adopting rules of procedure~~,~~ and establishing other administrative arrangements as necessary to support the operation of the JMC; and

(g) any other functions the Parties may mutually decide.

2. The JMC shall be co-chaired by a government representative each of Australia and Singapore, with the support of the relevant government agencies of both Parties, with each Party to bear the costs of its participation.

3. The co-chairs of the JMC shall jointly decide matters under paragraph 1 of this Article.

4. The JMC shall meet on a mutually decided basis and not less than once per calendar year.

ARTICLE 8
CONFIDENTIALITY

The Parties shall not disclose any confidential information obtained pursuant to, or arising from, the implementation of this Agreement, unless:

(a) the Party that provided the information has consented in writing;

(b) the domestic law of either Party receiving the information requires or authorises such disclosure; or

(c) the information is already publicly available.

ARTICLE 9
SETTLEMENT OF DISPUTES

1. A Party may, in writing, request consultations with the other Party on the interpretation, application or implementation of this Agreement, including its existence, validity or termination. Unless the Parties agree otherwise, they shall enter into consultations in good faith no later than 30 calendar days after the date of the request, and shall seek to arrive at a mutually satisfactory resolution in a timely manner.

2. Where a Party is of the view that a dispute has arisen between the Parties as to the interpretation, application or implementation of this Agreement, including its existence, validity or termination, such Party shall first refer the dispute to the Joint Management Committee for amicable settlement.

3. If the dispute is not settled by the Joint Management Committee within 90 calendar days from the date such referral is made to it pursuant to paragraph 2 of this Article (or such longer period as the Parties may agree in writing), the Party which made such referral shall notify the other Party through diplomatic channels that it wishes to enter into direct negotiations to resolve the dispute and both Parties shall endeavour, in good faith, to resolve the dispute through direct negotiations.

4. If the dispute is not settled within 90 calendar days following the date of the notification made through diplomatic channels under paragraph 3 of this Article (or such longer period as the Parties may agree in writing), the Party which made such notification may, refer the dispute to compulsory conciliation by notifying the other Party in writing through diplomatic channels.

5. If the dispute is referred to conciliation pursuant to paragraph 4 of this Article, a conciliation commission shall be created, in relation to which:

(a) Each Party shall appoint one member of the conciliation commission within 60 calendar days of the date of receipt of the notification referring the dispute to compulsory conciliation, and the two members so appointed shall appoint a chairperson, who shall not be a national of either Party.

(b) The commission shall hear the Parties, examine the dispute and submit a report containing findings and recommendations for the resolution of the dispute within six 6 months of its establishment, or such longer period as the Parties may agree in writing.

(c) The Parties shall cooperate in good faith with the commission and shall give good faith consideration to the report and recommendations of the commission.

(d) The report, findings and recommendations of the commission shall not be binding upon the Parties.

(e) The report, findings and recommendations of the commission shall be published.

6. Except as excluded by paragraph 8 of this Article, if the dispute is not settled within 270 calendar days from the date of receipt of the notification referring the dispute to compulsory conciliation pursuant to paragraph 4 of this Article (or such longer period as the Parties may agree in writing), the Party which referred the dispute to compulsory conciliation may, by written notice to the other Party through diplomatic channels, submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States in effect as on the date of this Agreement.

7. Nothing in this Article prevents the Parties from agreeing at any time to settle a dispute between them concerning this Agreement, including its existence, validity or termination, by jointly referring the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States in effect as on the date of this Agreement, or using any alternative method of dispute resolution of their own choice.

8. Nothing in this Article permits referral of matters relating to a Party's reporting under the UNFCCC and Paris Agreement to final and binding arbitration.

ARTICLE 10
AMENDMENT

1. Either Party may request in writing an amendment to any part of this Agreement.

2. Any amendment of this Agreement shall be mutually agreed by both Parties in writing.

3. The Parties shall notify each other in writing through diplomatic channels of the completion of their respective procedures for entry into force of any amendment. An amendment shall enter into force on the date of the last notification, or on such other date mutually determined by the Parties.

ARTICLE 11
ENTRY INTO FORCE

The Parties shall notify each other in writing through diplomatic channels of the completion of their respective procedures for entry into force of this Agreement. This Agreement shall enter into force on the 30th calendar day after the date of the last notification.

ARTICLE 12
SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily either in part or in whole, this Agreement. Suspension shall take effect 14 calendar days following the date of receipt of notification to the other Party in writing through diplomatic channels.

2. Should a Party suspend this Agreement in accordance with paragraph 1 of this Article, the other Party may request an emergency in-person or virtual meeting, upon which the Parties should meet as soon as practicable but no later than 30 calendar days after the date when the meeting is requested.

3. Where a substance proposed to be a CO_2 Stream has departed a point of export before notification of a suspension of this Agreement has been given in accordance with paragraph 1 of this Article, the suspension shall not affect the operation of Article 4 (Transfer of CO_2 Streams); Articles 5 (Measurement, Reporting and Verification); and Article 6 (Exchange of Information) of this Agreement in relation to that substance.

4. Suspension of this Agreement, in part or in whole, shall not affect the operation of Article 6 (Exchange of Information), Article 7 (Joint Management Committee), Article 8 (Confidentiality), Article 9 (Settlement of Disputes), and Article 13 (Termination).

5. The Party which suspended this Agreement shall lift such suspension as soon as practicable if the circumstances giving rise to the suspension have ceased to exist.

ARTICLE 13
TERMINATION

1. Either Party may terminate this Agreement by giving notice in writing through diplomatic channels, specifying the reasons for termination. Termination shall take effect on the date specified in the notice, which shall not be less than 6 months from the date of notice.

2. This Agreement shall continue to apply to a substance proposed to be a CO_2 Stream which has departed a point of export before termination takes effect in accordance with paragraph 1 of this Article.

3. Termination of this Agreement shall not affect the operation of Article 6 (Exchange of Information), Article 7 (Joint Management Committee), Article 8 (Confidentiality) and Article 9 (Settlement of Disputes).

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

DONE at Canberra on this 24th day of November in the year Two Thousand and Twenty-six, in two (2) original texts in the English language.

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:	**FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE:**
Senator the Hon Don Farrell	**Grace Fu**
Minister for Trade and Tourism Special Minister of State	**Minister for Sustainability and the Environment and Minister-in-charge of Trade Relations**

ANNEX A
PERMITTING RESPONSIBILITIES

SINGAPORE'S RESPONSIBILITIES

1. Singapore shall be responsible for the following activities within its jurisdiction relating to the implementation of this Agreement:

(a) Pursuant to Article 6(c) of this Agreement, ensuring adequate arrangements are in place to provide information to Australia to address the following matters within Annex 2 (Assessment of wastes or other matter that may be considered for dumping) of the London Protocol:

(i) all matters detailed under the heading Waste Prevention Audit,

(ii) all matters detailed under the heading Consideration of Waste Management Options;

(iii) all matters detailed under the heading Chemical, Physical and Biological Properties; and

(iv) to the extent the CO_2 Streams could affect the transport method, the impacts of transporting the CO_2 Stream.

(b) Providing written confirmation of its evaluation of the matters listed in paragraph 1(a) to Australia to inform Australia's assessment of applications for Permits and when a new source of CO_2 Streams is proposed to be exported to Australia.

AUSTRALIA'S RESPONSIBILITIES

1. Australia shall be responsible for:

(a) Regulating activities within its jurisdiction relating to the implementation of this Agreement, including ensuring that its responsible authorities have appropriate measures in place to provide Permits under the:

(i) *Environment Protection (Sea Dumping) Act 1981* for the purposes of granting dumping and loading permits consistent with Articles 4 and 9 of the London Protocol, and in accordance with Annexes 1 and 2 of the London Protocol;

(ii) *Environment Protection and Biodiversity Conservation Act 1999* for the purposes of issuing permits, declarations, exemptions or approvals consistent with several international instruments that protect certain aspects of the environment, including the marine environment;

(iii) *Hazardous Waste (Regulation of Exports and Imports) Act 1989* for the purposes of certifying applicable imports; and

(iv) *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* for the purposes of issuing permits; and

(b) The permitting requirements for all other matters in Annex 2 (Assessment of wastes or other matter that may be considered for dumping) of the London Protocol.