

Memorandum of Understanding

between

**the Department of Agriculture, Water and the Environment of Australia
and the Singapore Food Agency and National Parks Board of Singapore**

on Electronic Certification Cooperation

This Memorandum of Understanding (hereinafter referred to as “this MOU”) has been developed in connection with the negotiation of the Australia-Singapore Digital Economy Agreement, in the context of the Joint Declaration by the Prime Ministers of Australia and Singapore on a Comprehensive Strategic Partnership’s objective to deepen bilateral relations and cooperation, and enhance the integration of the economies of Australia and Singapore.

The Government of Australia (“Australia”) and the Government of the Republic of Singapore (“Singapore”) (hereinafter collectively referred to as the “Participants” and individually as a “Participant”);

DESIRING to enhance cooperation between the Participants through the establishment of electronic certification (hereinafter referred to as “eCert”);

HAVE REACHED the following understandings:

Paragraph 1. Objective

The Participants will facilitate their cooperation through a pilot program that establishes an eCert exchange for agricultural products traded between Australia and Singapore. The initial pilot program will be establishing an eCert exchange for agricultural products imported and exported between the Participants.

Paragraph 2. Definitions

“Electronic certification (eCert)” means an electronic transmission of government-to-government certification as jointly decided by the Participants;

“Agricultural products” includes commodities, meat and meat products, plant and plant products, dairy products, seafood products, any other food products, live animals, and inedible products including: animal feed products, wool, skins and hides.

Paragraph 3. Areas of Cooperation

1. The Participants will collaborate to develop and implement an eCert exchange system for agricultural products that are traded between the Participants.

1.1 The initial pilot program will be an eCert exchange for meat and meat products, plant and plant products, and animal products that are traded between the Participants. The dates and timeframes for implementation will be jointly decided by the Participants.

1.2 The Participants will jointly decide to work collaboratively to achieve an eCert exchange for live animals in the future. The mechanisms and timeframes for the development and implementation of this data exchange will be jointly decided by the Participants.

2. The Participants will collaboratively promote technical exchanges on eCert between experts of Australia and Singapore, including through onsite inspections, system interoperability enhancement, pilot programs and data security.

3. The Participants will pursue paperless certification through the eCert pilot program operated by the Participants. The dates and timeframes for development and implementation will be jointly decided by the Participants.

4. The Participants will make efforts to implement an eCert system for trade in both imports and exports between the Participants and to expand the range of goods that utilise the eCert system.

5. The Participants will promote the active use of the eCert system, once implemented, for the trade of agricultural products between Australia and Singapore.

6. The Participants will exchange information on, and discuss issues of, mutual interest related to eCert, including technological innovations relating to login credentials and digital certificates.

7. The Participants will seek to work cooperatively on eCert matters in relevant multilateral and international fora.

Paragraph 4. General Provisions

1. The Participants will bear their own costs associated with the implementation of this MOU, unless otherwise jointly decided by the Participants.

2. This MOU will be carried out within the framework of the respective laws and regulations of the Participants and subject to the availability of appropriate funds and personnel of the Participants.

Paragraph 5. Liaison Officials

All notices and communications issued under this MOU will be issued to the following personnel who will act as the contact point for each respective Participant.

Singapore

Licensing & Permits Division,

Singapore Food Agency

Industry & Biosecurity Management Division,

Australia

[eCert Administrator]

ecertadministrator

@agriculture.gov.au

Export Division

Department of Agriculture

Animal & Veterinary Service,

National Parks Board

Paragraph 6. Resolution of Differences

Any differences arising from the interpretation, application or implementation of this MOU will be resolved amicably through consultations between the Participants in good faith without reference to any international court, tribunal or other forum.

Paragraph 7. Status of this MOU

1. This MOU is a document which embodies the understandings of the Participants and:

(a) is not intended to create, maintain or govern any legally binding rights or obligations between the Participants or between the Participants and any third party; and

(b) will be implemented subject to, and in accordance with, the Participants' respective laws, policies and international legal obligations.

2. The Participants acknowledge that this MOU does not prejudice any existing or future arrangement or treaty status document relating to mutual assistance in criminal matters, or other arrangement whether or not made under or with respect to the respective domestic law of the Participants.

Paragraph 8. Entry into Effect, Duration, Termination and Amendment

1. This MOU will come into effect on the date of its signature by both Participants.

2. This MOU will remain in effect until it is terminated.

3. Either Participant may terminate this MOU by providing the other Participant with three months' prior written notice before the intended date of termination. This MOU will cease to have effect three months after the other Participant receives this notice.

4. This MOU may be amended by mutual written agreement of the Participants. Any amendments to this MOU will come into effect on a date jointly decided by the Participants through an exchange of letters by the Participants.

5. The Participants will review this MOU annually in the month of June.

The foregoing represents the understandings reached between the Participants.

SIGNED in duplicate in the English language.

For the Department of Agriculture, Water
and the Environment of Australia:



Francis M Freeman

Date: 20/3/2020

Place: Canberra

For the Singapore Food Agency:



Lim Kok Thai

Date: 10/03/2020

Place: Singapore

For the National Parks Board of the
Republic of Singapore:



Kenneth Er

Date: 10/3/2020

Place: Singapore