

MEMORANDUM OF UNDERSTANDING

ON

TRADE FACILITATION

Between

The Government of Australia, as represented by the Department of Home Affairs and its operational arm, the Australian Border Force

AND

The Government of the Republic of Singapore, as represented by the Infocomm Media Development Authority and Singapore Customs

INTRODUCTION

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. This MOU is to be read in accordance with the Singapore-Australia Free Trade Agreement, which entered into force 28 July 2003. This MOU acknowledges that an Authorised Economic Operator - Mutual Recognition Arrangement was signed between the Australian Border Force (ABF) and Singapore Customs on 31 May 2018.

PARTICIPANTS

- 1.1. This MOU is made between:
- (a) the Government of Australia, as represented by the Department of Home Affairs and its operational arm, the ABF, or its successor; and
 - (b) the Government of Singapore as represented by the Infocomm Media Development Authority (IMDA) and Singapore Customs, or their successors (hereinafter referred to individually as a “Participant” and collectively as the “Participants”).

PURPOSE

- 2.1. This MOU is a principles-based document that sets out the overall framework within which the Participants will work together collaboratively on matters of mutual interest and responsibility on cross-border trade facilitation.
- 2.2. The purpose of this MOU is to:
- (a) establish a collaborative working relationship between the Participants regarding their respective functions;
 - (b) develop and strengthen practical cooperation on cross-border trade facilitation matters and the use of emerging technology between the Participants;
 - (c) support the harmonisation of customs procedures and data standards to the extent practicable in order to facilitate cross-border trade and reduce compliance costs to industry;
 - (d) cooperate in the research, development and testing of new systems and procedures, and in other matters that may, from time to time, require the joint efforts of the Participants;
 - (e) maximise the contribution made by the Participants to the work of international organisations in striving for the highest degree of harmony

and uniformity in customs systems and in enhancing customs procedures, particularly as they relate to the Indo-Pacific region; and

- (f) facilitate that relationship and cooperation between the Participants through the establishment of administrative arrangements and procedures, as required from time to time.

DEFINITIONS AND INTERPRETATION

- 3.1. For the purposes of this MOU:

Authorised Economic Operator (AEO) Programs are as defined in World Customs Organisation's (WCO) SAFE Framework of Standards to Secure and Facilitate Global Trade;

Inter-Governmental Ledgers include technological platforms based on distributed ledger technology that enable the secure sharing of data between government agencies of the Participants;

International Organisations include the WCO and other regional and international organisations whose membership is open to relevant bodies of Australia and Singapore; and

Participants refer to the signatories to the MOU as identified in paragraph 1.1.

SCOPE OF COLLABORATION

- 4.1. The Participants will identify areas or initiatives for cooperation. Such cooperation will be carried out in accordance with each Participant's domestic laws, regulations, policies, international obligations and competence, and may include:

Technology Collaboration between ABF and IMDA

- (a) collaboration on standards development at both bilateral levels and in International Organisations, in accordance with this MOU;
- (b) cooperation on technical protocols that would enable capabilities, such as Inter-Governmental Ledgers, to assure authenticity of trade documents including but not limited to Certificates of Origin and Certificates of Non-Manipulation;
- (c) activities to establish a pilot project to validate the benefits of sharing trade administration documents through an Inter-Governmental Ledger solution;
- (d) cooperation on technical protocols to leverage distributed digital identity and technology that would support a distributed ledger technology network to assist to assure provenance of trade documents. These would be aimed at reducing human error, the possibility of fraud, and the cost

of managing the identity of entities, without the involvement of a central governance system;

Single Window Connectivity between ABF and Singapore Customs

- (e) cooperation on establishing a pilot project to explore how our single windows can be connected to facilitate electronic data exchange of customs declaration data in order to achieve a balance between compliance and the facilitation of the smooth flow of goods; and
- (f) improving coordination between respective AEO programs to support trade facilitation pilots with accredited entities.

4.2. If a Participant provides information to another Participant in accordance with the collaborations under this MOU and designates the information as confidential, the other Participant will keep the information confidential. The Participants undertake not to use or further disclose the information provided under this MOU except in accordance with this MOU for the purposes specified in paragraph 2.2 and collaborations specified in paragraph 4.1.

- (a) The Participant providing the data is responsible for ensuring that guidance is provided to the Participant receiving the data on handling and protection requirements. Each Participant will respect requests made on handling and protection requirements regarding the security or sensitivity of the material.
- (b) Each Participant will comply with any condition, restriction or caveat imposed by the other Participant in respect of the handling or disclosure of data, subject to its own domestic law regulations, and international obligations.
- (c) In the event that information received by one Participant from the other Participant becomes subject to a court order or a requirement under their domestic law to produce the information, prior to any lawful disclosure, the disclosing Participant will inform the other Participant, and allow the other Participant the opportunity to argue against production or to request a limitation on the disclosure.

REQUESTS FOR ASSISTANCE

- 5.1. Either Participant may make a request for assistance in writing from the other Participant pursuant to this MOU. However, in cases of urgency, the requested Participant may accept an initial oral request with a confirmation of that request promptly confirmed in writing.
- 5.2. Subject to any administrative arrangements, domestic laws, regulations and policies and international legal obligations that may govern a particular request, the requested Participant will ensure, prior to meeting a request that:

- (a) the request is within the scope of this MOU;
 - (b) the request relates to the functions of the requested Participant; and
 - (c) any conditions that are necessary to be observed before meeting a request are made known by the requesting Participant.
- 5.3. The requested Participant may ask for additional information if this will assist in meeting the request.

FUNDING AND RESOURCE MANAGEMENT

- 6.1. All costs incurred by a Participant in relation to the planning and implementation of this MOU will be self-funded by the Participant, unless otherwise jointly decided.
- 6.2. The Participants will endeavour to make available relevant personnel to support the implementation of this MOU.

REVIEW

- 7.1. The Participants will review this MOU on written request by either Participant.

DISPUTE RESOLUTION

- 8.1. The Participants will endeavour to resolve disputes or other difficulties concerning the interpretation or application of this MOU by mutual accord.
- 8.2. Differences arising over the interpretation or application of the terms of this MOU will be settled by consultation and negotiation between the Participants and will not be referred to any international court, tribunal, third party or other forum, for resolution.

STATUS OF THIS MOU

- 9.1. 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.
- 9.2. 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 domestic law of the Participants.

COMMENCEMENT, DURATION, AMENDMENT AND TERMINATION

- 10.1. This MOU will come into effect on:
 - (a) the date this MOU is signed by all Participants;
 - (b) the date the last Participant signs where the Participants do not sign this MOU on the same day; or
 - (c) a date mutually determined by all Participants.
- 10.2. This MOU is intended to remain in effect for an unlimited duration, but either Participant may terminate it at any time by notification to the other Participant in writing. Such termination will take effect ninety calendar days from the date of the notification unless the Participants mutually consent to a shorter period of time.
- 10.3. In the event that this MOU is terminated, such termination will not affect any decision or understanding concluded or entered into during the duration of this MOU, which will be fulfilled in accordance with the provisions of such decision or understanding, unless otherwise jointly decided by the Participants.
- 10.4. The Participants may mutually agree to amend this MOU and any such amendment will be mutually decided in writing.
- 10.5. An amendment to this MOU will come into effect on:
 - (a) the date the amended MOU is signed by all Participants; or
 - (b) the date the last Participant signs where the Participants do not sign the amended MOU on the same day; or
 - (c) a date mutually determined by the Participants.
- 10.6. Notwithstanding termination of this MOU, the provisions of paragraph 4.2 will continue to have effect to information received pursuant to this MOU.

The foregoing represents the understandings reached between the Participants.

SIGNED in duplicate in the English language.

For the Department of Home Affairs and its operational arm, the Australian Border Force:



MICHAEL QUIRRAN

Date: 20/3/2020

Place: AUSTRALIA .

For the Singapore Customs:



Ho Chee Pong

Date: 06/03/2020

Place: Singapore

For the Infocomm Media Development Authority:



Tan Kiat How

Date: 11/03/2020

Place: Singapore