

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INFOCOMM MEDIA DEVELOPMENT AUTHORITY OF SINGAPORE
(“IMDA”)
AND
THE AUSTRALIAN TAXATION OFFICE (“ATO”)
ON COOPERATION FOR ELECTRONIC INVOICING

Paragraph 1. Introduction

The Infocomm Media Development of Singapore (“IMDA”) and the Australian Taxation Office (“ATO”) (hereinafter referred to individually as a “Participant” and collectively as the “Participants”);

RECOGNISING the Participants’ well-established partnership founded upon pragmatic cooperation, open two-way discussion, and sharing of policy and technical experiences;

ACKNOWLEDGING that this partnership includes an active and broad-ranging technical cooperation agenda designed to maintain strong institutional linkages and assist with building individual capacity;

HAVE REACHED the following understandings:

Paragraph 2. Singapore-Australia Digital Economy Agreement

This Memorandum of Understanding (hereinafter referred to as “this MOU”) has been developed in connection with the negotiation of the Singapore-Australia 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 Singapore and Australia.

Paragraph 3. Areas of Engagement and Cooperation

1. The Participants will, subject to their resource availability and capability, seek to facilitate exchanges and information-sharing in relation to the electronic transmission of business documents, including e-invoicing. Initially, for e-invoicing, this will include collaboration and cooperation to:

- (a) undertake a mapping exercise with industry to determine the extent to which relevant invoicing policies, practices and procedures in the Participants’ respective territories align; and

- (b) promote e-invoicing standards, including through the showcasing of businesses using cross-border e-invoicing to encourage uptake, and support for education to facilitate use of e-invoicing.
2. The Participants may identify and jointly determine further areas of common interest consistent with the objectives of this MOU.

Paragraph 4. Activities

1. The Participants consider that activities under this MOU would typically involve officials from IMDA and ATO. Officials from other agencies of the two countries may be included as jointly determined by the Participants.
2. Activities under this MOU may include:
- (a) Bilateral Visits
Facilitating regular reciprocal visits to share knowledge and build relationships.
 - (b) Conferences/Workshops
Convening conferences or workshops on topics related to the areas of mutually determined interest, whether hosted directly or through partner organisations.
 - (c) Joint Innovation Programme
Considering opportunities for the Participants to undertake or sponsor an innovation programme in areas of mutual interest.
3. The Participants will maintain regular contact, as necessary and appropriate, to achieve the objectives of this MOU.

Paragraph 5. Information Exchange

1. The Participants may, at their discretion, and subject to their respective domestic laws, disclose information to each other for the purposes of this MOU.
2. The Participants will not use or disclose any information received under this MOU other than for the express or implied purpose for which the information was provided, or as otherwise required or authorised by the law of the Participant receiving the information ("the recipient Participant").
3. If the law of the Participant receiving the information under this MOU would require or authorise disclosure of the information, the recipient Participant will notify the Participant providing the information as soon as practicable, and, where possible, prior to disclosure of such information.

4. Subject to sub-paragraphs 2 and 3 of this Paragraph, the disclosure of any information pursuant to this MOU will be in accordance with, and subject to, any domestic law of the Participant providing the information. Additionally, the recipient Participant will adhere to any caveats that the Participant disclosing the information imposes on the use and disclosure of that information.

5. The Participants will maintain the confidentiality of information collected and used in accordance with this MOU, where such information is marked confidential by the Participant providing the information. The Participants will ensure that such information is not subject to unauthorised access, interference, use, loss or disclosure at any time without the prior written consent of the Participant which provided the information.

Paragraph 6. Contact Persons

1. All communications between the Participants will be between the contact persons as set out in Appendix A, unless otherwise jointly determined by the Participants.
2. Appendix A may be amended by written notice from either Participant without the need for the re-signing of this MOU.

Paragraph 7. Risk Management

Each Participant determines, in carrying out its commitments under this MOU, to participate collaboratively in identifying and assessing any risks. Where risks are identified, including shared risks, the Participants will cooperate on the management of those risks in accordance with their respective policies and procedures.

Paragraph 8. Notices

1. All notices under this MOU will be made in writing to the other Participant's contact person(s) and will be taken to be received by that Participant on the following business day.
2. A notice may be signed by a Participant's contact person as set out in Appendix A, or any other officer authorised by that Participant.

Paragraph 9. Expenditure

The Participants will discuss and mutually determine any sharing of any expenses arising from undertaking activities under this MOU in advance of each activity.

Paragraph 10. Dispute Resolution

1. The Participants will settle any difference or dispute relating to or arising from this MOU amicably through consultations and negotiations in good faith without reference to any international court, tribunal or other forum. In the event that those consultations and negotiations fail to resolve the dispute:

- (a) either Participant may give the other Participant's contact person(s) a notice setting out specific details of the dispute, and report the failure of consultations and negotiations to resolve it, and
- (b) if the dispute is not resolved through negotiation between the respective Participants' contact person(s), the dispute will be referred through the Participants' equivalent management levels, until it is resolved.

2. Each Participant will bear its own costs in complying with this provision and will, to the extent possible, continue to perform its commitments under this MOU pending resolution of the dispute.

Paragraph 11. Status of this MOU

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.

Paragraph 12. Review and Amendment

1. The Participants will review this MOU on an annual basis or within such other period as jointly determined by the Participants to establish if the MOU should be refined in any way.

2. This MOU may be amended by mutual agreement of the Participants, through an exchange of written correspondence between the Participants. Any amendment which has been mutually agreed in writing by the Participants will come into effect on such date as may be mutually determined by the Participants. The Participants will maintain an updated version of this MOU incorporating any such amendment.

Paragraph 13. Commencement, Duration and Termination

1. This MOU will come into effect on the date it has been signed by both Participants and remains in effect until terminated by either:

- (a) the Participants at any time as jointly determined, or

- (b) a Participant giving at least thirty days' written notice to the other Participant before the intended date of termination.

2. In the event that this MOU is terminated, the Participants will take reasonable steps to mitigate the impact of the cessation of the activities. 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.

3. Where payments have been, or are to be made under this MOU, the Participants will discuss and jointly determine, in good faith, arrangements applicable to that cessation including, where relevant, any fair and reasonable adjustments.

The foregoing represents the understandings reached between Participants.

SIGNED in duplicate in the English language.

For the Infocomm Media Development
Authority of Singapore:



Tan Kiat How

Date: 11/03/2020

Place: Singapore

For the Australian Taxation Office:



RAMEL KATT

Date: 20/03/2020

Place: AUSTRALIA

APPENDIX A: CONTACT PERSONS

INFOCOMM MEDIA DEVELOPMENT AUTHORITY OF SINGAPORE (IMDA)	
Primary Contact	Cluster Director, Modern Services
Secondary Contact	Director, E-Invoicing Project Office

AUSTRALIAN TAXATION OFFICE (ATO)	
Primary Contact	Assistant Commissioner, Digital Delivery
Secondary Contact	Director, e-Invoicing