

Memorandum of Understanding
between
the Smart Nation and Digital Government Office of the Republic of
Singapore
and
the Digital Transformation Agency of Australia
Concerning Cooperation in the Field of Digital Identity

The Smart Nation and Digital Government Office of the Republic of Singapore and the Digital Transformation Agency of Australia (hereinafter referred to individually as a “Participant” and collectively as the “Participants”);

Desiring to strengthen bilateral cooperation in the field of digital identity in order to reach a state of mutual recognition between their digital identities;

Have reached the following understandings:

Paragraph 1
Basic Principle and Purpose

1. 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.
2. Based on the shared recognition by the Participants that digital identities will increase regional and global connectivity, this MOU intends to contribute to the development of mutual recognition of digital identity between the Participants by exchanging policies, technologies, information and human resources related to digital identity.

Paragraph 2
Scope of Cooperation

1. Recognising the similarities between the development of the Singapore National Digital Identity and the Australia Trusted Digital Identity Framework, this MOU will focus on the following areas of cooperation:
 - a. legal and regulatory frameworks supporting digital identities, including:
 - i. status of electronic signatures and other trust services,
 - ii. liability and contracts legislation,
 - iii. accreditation of digital identity operators,
 - iv. data storage and data privacy;

b. technical standards for the implementation of digital identities, including:

- i. conceptual architecture models for mutual recognition,
- ii. specifications of identity management systems,
- iii. security and monitoring requirements,
- iv. vocabularies and schema of data elements;

c. policies relating to digital identities, including:

- i. business processes, responsibilities and expectations,
- ii. scope and governance of digital identities and trust frameworks,
- iii. documentation of rules,
- iv. audit requirements; and

d. adoption of digital identities by individuals and businesses to promote the use of digital transactions.

2. The modalities for cooperation under this MOU may include:

a. sharing of information and experiences related to digital identity including policies, financing, plans, laws, institutions, and technologies;

b. development of a common roadmap and policy towards a formal agreement of mutual recognition of digital identity;

c. identification of data exchange and mutual recognition use cases and implementation of pilots;

d. cross-participation of seminars, forums, exhibitions, and other events related to digital identity;

e. provision of support for mutual visits and capacity building; and

f. any other areas of cooperation that may be jointly decided upon by the Participants.

3. The scope of cooperation under this MOU may be adjusted upon consultation and mutual agreement between the Participants.

Paragraph 3 Implementation and Confidentiality

1. The cooperative activities under this MOU will be carried out in a manner that complies with the respective national laws and regulations of the Participants.

2. Neither Participant will disclose or distribute information provided by the other Participant under this MOU to any third party without the prior written consent of the Participant which provided the information.

Paragraph 4
Expenses

1. The Participants will be responsible for their respective expenses incurred in implementing this MOU, unless otherwise jointly decided.

Paragraph 5
Resolution of Differences

1. The Participants will hold consultations upon the request of either Participant on any matter relating to this MOU, and will endeavor jointly in a spirit of mutual trust and cooperation to resolve any differences that may arise.

Paragraph 6
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."

Paragraph 7
Entry into Effect, Termination and Amendment

1. This MOU will come into effect on the date of signature and remain in effect unless either Participant notifies the other Participant, in writing, of its intention to terminate this MOU, at least six months prior to the intended termination date.
2. The termination of this MOU 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. This MOU may be amended with the mutual written agreement of the Participants.

SIGNED in duplicate in the English language.

For the Smart Nation and Digital
Government Office of the Republic of
Singapore:



Ng Chee Khern

Date: 9 March 2020

Place: Singapore

For the Digital Transformation Agency of
Australia:



RANDALL BRUGEAUD

Date: 17 MARCH 2020

Place: CANBERRA, AUSTRALIA