MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

AND

THE GOVERNMENT OF AUSTRALIA

ON COOPERATION ON ARTIFICIAL INTELLIGENCE

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

REAFFIRMING the importance of the partnership between Singapore and Australia in relation to innovation, science and technology;

RECALLING the longstanding and highly productive, innovation, science and technology partnership between Singapore and Australia forged under the auspices of the *Memorandum of Understanding on Cooperation on Innovation and Science* between Singapore and Australia signed in 2016;

RECOGNISING that Artificial Intelligence ("AI"), and the technologies that underpin it, will form one of the next waves of digital innovation and transformation across the globe, which could provide tremendous social, economic and environmental benefits;

ACKNOWLEDGING that there is significant global competition for leadership in AI in the areas of talent and skills, research and development, adoption and diffusion, data, and digital infrastructure;

DESIRING to cooperate and leverage on Singapore and Australia's comparative strengths to ensure the Participants can realise the benefits of AI and minimise any risks, and also shape the development of international AI-related frameworks, policies and standards;

HAVE REACHED the following understandings:

PARAGRAPH I: 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.

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2.   This MOU provides a framework to enhance practical collaboration on civil applications of AI technologies between Singapore and Australia.

PARAGRAPH II: OBJECTIVES

The objectives of this MOU are to:

(a)   encourage the sharing of best practices between the AI ecosystems of the Participants, at the governmental, institutional, academic and industry levels;

(b)   facilitate increased access to AI technologies, markets and talent;

(c)   build linkages between research and industry activities to support the commercialisation of AI applications; and

(d)   foster a human-centred approach to AI, including support for the development and adoption of ethical governance frameworks for the trusted, safe, and responsible development and use of AI technologies and, where appropriate, the alignment of governance and regulatory frameworks.

PARAGRAPH III: FORMS OF COOPERATION

The Participants understand that their cooperation may include:

(a)   exchange of information related to AI ethics and governance issues, research, technology, adoption by Small and Medium-sized Enterprises, entrepreneurship and innovation, which may include information on practices, policies, laws, and regulations;

(b)   setting up multi-site test beds to demonstrate how AI solutions can be deployed;

(c)   organising joint seminars, symposia, conferences and workshops;

(d)   organising business development, technology partnering missions, and initiatives to match businesses opportunities;

(e)   developing collaborative research and development initiatives, including through existing mechanisms;

(f)   shared use of resources, data and infrastructure;

(g)   exchange of researchers, academics, policy makers, business professionals, students, and technical experts; and

(h)   any other form of cooperation as may be mutually decided by the Participants.

PARAGRAPH IV: REPRESENTATIVE AGENCIES

The representative agencies for Singapore are:

(a)   The Smart Nation and Digital Government Office, or its successor.

(b)   The Infocomm Media Development Authority, or its successor.

The representative agency for Australia on AI is the Department of Industry, Science, Energy and Resources or its successor.

PARAGRAPH V: STRATEGIC DIALOGUES

The Participants will hold joint Strategic Dialogues, as may be mutually determined, to build on cooperation opportunities focused on AI technologies. These Dialogues will be the catalyst for a new phase of collaboration by assisting the Participants to:

(a)   identify collaborative opportunities in AI technologies with potential participating organisations, including research organisations, businesses, and academia;

(b)   identify and, where possible, reduce barriers to AI technology collaboration;

(c)   exchange and disseminate information about best practice funding, opportunities, and ways to reduce barriers;

(d)   explore opportunities for closer engagement in relevant multilateral fora on AI;

(e)   develop and share best practice to promote the trusted, safe, responsible, and ethical use of AI technologies; and

(f)   catalyse investment and trade opportunities in AI technologies.

PARAGRAPH VI: PRIORITY AREAS FOR COLLABORATION

The Participants will collaborate in priority areas, which will be identified through bilateral processes, including through the joint Strategic Dialogues. Collaboration will focus on the civil applications of AI technologies and may include:

AI Development and Deployment

(a)   promoting research and development cooperation between key national research institutions on AI, including on issues related to AI and data ethics;

(b)   exploring ways to better link the AI ecosystems of Singapore and Australia (research, industry, venture capital and start-ups) to identify commercialisation opportunities for innovative AI firms, including the establishment of multi-site test beds to demonstrate how AI solutions can be deployed;

(c)   exploring ways to promote the adoption and diffusion of AI technologies by business and across the community, including through collaborating on multi-national AI projects; and

(d)   exploring data sharing opportunities;

Workforce and Talent

(e)   sharing research and understanding of the impacts of AI and automation on the workforce and broader societal impacts;

(f)   sharing strategies, policies, research and initiatives to identify new workforce skill requirements to support AI developments;

(g)   sharing policies and collaborating on projects that support AI talent creation, development attraction and retention; and

(h)   sharing strategies for improving the competencies of AI professionals involved in research, engineering, development and implementation, including through the development and adoption of training and certification programmes on AI and data ethics and governance;

Ethics and Governance

(i)   sharing experiences on educational and outreach programs to support business and community understanding and acceptance of AI;

(j)   identifying any regulatory barriers and, where appropriate, aligning governance and regulatory frameworks on the ethical use of AI; and

Others

(k)   any other areas as may be mutually decided by the Participants.

PARAGRAPH VII: EXPENSES

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

PARAGRAPH VIII: STATUS OF THIS MOU

This MOU is a document which embodies the understandings of 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 IX: CONFIDENTIALITY

The Participants will maintain the confidentiality of information collected and used in accordance with this MOU, where such information is marked confidential by 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 X: DISPUTE RESOLUTION

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.

PARAGRAPH XI: AMENDMENTS

1. This MOU may be amended at any time with the mutual written agreement of the Participants.

2. Unless otherwise stated, an amendment to this MOU will come into effect on:

    (a)   the date on which it is signed by both Participants;

    (b)   in the event that both Participants do not sign the amendment on the same day, the date on which the last of the two signs; or

    (c)   a date mutually determined by both Participants.

PARAGRAPH X: 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 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 Participants will review this MOU two years after it has come into effect to assess whether it should be continued, amended or terminated.

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.
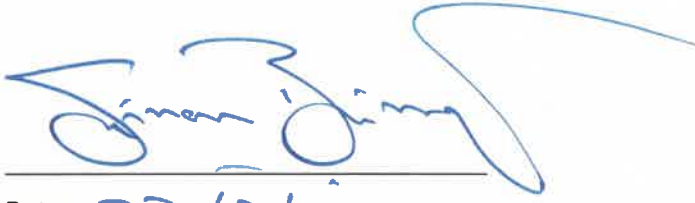
The foregoing represents the understandings reached between the Participants.

SIGNED in duplicate in the English language.

For the Government of the Republic of Singapore:

For the Government of Australia:

S . DWARAN

Date: 23/03/2020

Date: 23/3/2020.

Place: SINGAPORE

Place: Canberra.