

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
AND
THE GOVERNMENT OF AUSTRALIA
ON DATA INNOVATION

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”);

RECOGNISING that digitalisation and the use of data in the digital economy promote economic growth;

FURTHER RECOGNISING the need to create an environment that enables and supports cross-border data flows and promotes data driven innovation;

ACKNOWLEDGING that a lack of harmonisation in standards and practice on data sharing across jurisdictions can pose challenges for cross-border business operations;

DESIRING to cooperate on our comparative strengths to ensure we can realise the benefits of data innovation and minimise any risks, as well as shaping the development of standards and practice in the area of data sharing and data portability;

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.
2. This MOU expresses the understandings and intentions of the Participants in relation to collaboration on data innovation and technology.

PARAGRAPH II: REPRESENTATIVE AGENCIES

The representative agency for Singapore is the Infocomm Media Development Authority, or its successor. The representative agency for Australia on Data Innovation Technology is the Department of Industry, Science, Energy and Resources or its successor.

PARAGRAPH III: SCOPE OF COLLABORATION

The cooperative intent outlined in this MOU reflects the Participants' shared desire to cooperate in the following areas:

Data Innovation

- (a) supporting cross-border data flows and promoting data-driven innovation in the digital economy to create an environment that enables and supports, and is conducive to, experimentation and innovation, including the use of regulatory sandboxes where applicable;
- (b) exploring or identifying suitable cross-border data sharing projects, as required to test innovative cross-border data-sharing use cases;
- (c) exchanging information and knowledge in data innovation, including the Trusted Data Sharing Framework¹, and the Best Practice Guide to Applying Data Sharing Principles²;
- (d) exchanging information and knowledge on data portability, privacy preserving and confidential computing technologies, technical and interoperability considerations for cross-border data sharing and any other relevant areas that relate to cross-border data innovation;

Technology Innovation

- (e) exchanging information and knowledge on frameworks and principles for the development of digital solutions such as digital twins, open data platforms, and predictive analytics;
- (f) collaborating on the application of advanced digital solutions such as the Internet of Things, Artificial Intelligence, and immersive media in partnership with technology providers and service providers;

Dialogues

- (g) conducting dialogues as mutually determined on areas of cooperation identified in this MOU; and

¹ Info-communications Media Development Authority, *Trusted Data Sharing Framework* (2019) <<https://www.imda.gov.sg/programme-listing/data-collaborative-programme>>.

² Department of the Prime Minister and Cabinet, *Best Practice Guide to Applying Data Sharing Principles* (2019) <<https://www.pmc.gov.au/sites/default/files/publications/data-sharing-principles-best-practice-guide-15-mar-2019.pdf>>.

Other Cooperation

- (h) cooperating on any other matters as may be mutually decided by the Participants.

PARAGRAPH IV: EXPENSES

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

PARAGRAPH V: CONFIDENTIALITY

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 VI: 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 VII: 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 VIII: 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 IX: 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 Participant giving at least six months written notice to the other Participant before the intended date of termination.
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


S-ISWARAN

Date: 23/03/2020

Place: SINGAPORE

For the Government of Australia:



Date: 23/3/2020

Place: Canberra.