DEFENSE

Cooperation

Agreement between
the UNITED STATES OF AMERICA
and SINGAPORE

Signed at Singapore February 18, 2008

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

SINGAPORE

Defense: Cooperation

Agreement signed at Singapore February 18, 2008;
Entered into force February 18, 2008.

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF SINGAPORE

CONCERNING

THE COOPERATION ON

INFORMATION ASSURANCE (IA) AND COMPUTER NETWORK DEFENSE (CND)

(Short Title: U.S.-SINGAPORE IA/CND AGREEMENT)

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PREAMBLE

In recognition of the purposes of and subject to the General Security of Military Information Agreement (GSOMIA) between the United States of America and the Republic of Singapore, dated March 9, 1983, the Department of Defense of the United States of America (DoD) and the Ministry of Defence of Singapore (MINDEF), (hereinafter collectively referred to as the "Parties") agree to this Agreement concerning the cooperation on information assurance (IA) and computer network defense (CND).

The Parties:

Having a common interest in defense;

Recognizing the benefits to be obtained from the mutual support in coordinating information assurance and computer network defense matters;

Desiring to improve their conventional defense capabilities through the exchange of IA/CND information; and

Recognizing the benefits of cooperation in the mutual exchange of information related to IA/CND;

Agree as follows:

ARTICLE I

DEFINITION OF TERMS

1.1. The Parties have jointly decided upon the following definitions for terms used in this Agreement:

Authorities	Government officials listed in this Agreement who are authorized to act on behalf of the Parties in matters pertinent to this Agreement.
Classified Information	Means classified military information, which is defined by the GSOMIA as official military information or material that in the interests of the national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and has been designated as classified by the appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps and letters, as well as other products, substances, or items from which information can be derived.
Computer Network Defense (CND)	Actions taken to protect, monitor, analyze, detect, and respond to unauthorized activity within information systems and computer networks. The unauthorized activity may include disruption, denial, degradation, destruction, exploitation, access to computer networks, information systems or their contents, or theft of information. CND protection activity employs IA protection activity. CND response includes alert or threat information, monitoring, analysis, detection activities, and trend and pattern analysis.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support contract that prohibits those persons from using information received under the contract for any purpose other than those authorized under this Agreement.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes information that has been declassified but

	remains controlled.
Designated Security Authority	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Establishments	Government organizations listed in this Agreement that provide, or have an interest in, the information to be exchanged through the Project Officers or Executive Agents.
Executive Agents	Government organizations listed in this Agreement that are authorized to act on behalf of the Authorities and that have responsibility for implementation, management, and data or information exchange procedures pertinent to this Agreement.
Information Assurance (IA)	Confidentiality, integrity, availability, authentication, and non-repudiation of information systems or information being handled by the information systems including actions to protect and defend these systems.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15,1994, all copyright and related rights, all rights in relation to inventions (including patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed information (including trade secrets and know-how), layout designs of integrated circuits, and geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Party	A signatory to this Agreement represented by its military or civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.
Project Officers	Representatives of Government organizations who are specifically authorized by Authorities to maintain policy oversight of IA and CND activities.
Response	All actions taken to handle incidents reported by, or affecting members of the Parties.
Standard Operating Procedure (SOP)	Procedure to share IA/CND information.
Third Party	A Government or entity other than the Governments of the Parties and any person or other entity whose Government is not the Government of a Party.

ARTICLE II

OBJECTIVE AND SCOPE

2.1. The objective of this Agreement is to facilitate information exchanges and related activities among MINDEF, DoD, and the United States Pacific Command in matters of IA and CND. The Parties shall conduct bilateral IA and CND activities and information sharing.

2.2. Sharing IA and CND information and conducting bilateral IA and CND activities contribute to both Parties' common goals of protecting information networks. Actions carried out within the scope of this Agreement shall result in enhanced defensive capabilities to:

2.2.1. improve the confidentiality, integrity, and availability of the information and the information systems used to transmit and process information for decision-makers;

2.2.2. enhance interoperability of U.S. and Singapore forces, training and in combined operations;

2.2.3. improve cyber attack prediction, detection and response capabilities;

2.2.4. improve interoperability, policy development, and configuration to provide for more robust and reliable command and control systems;

2.2.5. develop a Standard Operating Procedure (SOP); and

2.2.6. identify existing technical solutions or administrative documentation required for the regular exchange of IA and CND related information.

2.3. The Parties shall endeavor to exchange information under this Agreement on a reciprocal, balanced basis, such that the information provided or exchanged between the Parties, or through the designated Project Officers and Executive Agents, shall, to the extent possible, be of approximately equivalent value, quantitatively and qualitatively.

2.4. No defense equipment or services may be exchanged or provided under this Agreement.

ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement, or their equivalents in the event of reorganization:

United States:	Assistant Secretary of Defense (ASD), Networks and Information Integration (NII)
Singapore:	Chief Defence Scientist

3.2. The Authorities shall be responsible for:

3.2.1. reviewing and approving, for the Parties, amendments, extensions, and termination of this Agreement in accordance with Article XIII (Entry into Force, Amendment, Termination, and Duration);

3.2.2. exercising executive-level oversight of efforts provided in this Agreement;

3.2.3. resolving issues brought forth by the Project Officers; and

3.2.4. changing Project Officer assignments and the list of Establishments.

3.3. The following Project Officers for this Agreement, acting as the designated formal single points of contact, are responsible for the management of this Agreement, and shall represent each of the Parties.

U.S. Project Officer:	Director, International Information Assurance Program, Office of the Assistant Secretary of Defense (OASD), Networks and Information Integration (NII)
Singapore Project Officer:	Head C4 Plans Group, Joint Communications and Information Systems Department (JCISD)

3.4. Project Officers for this Agreement shall be responsible for:

3.4.1. exercising policy oversight of efforts provided in this Agreement;

3.4.2. resolving issues brought forth by Executive Agents;

3.4.3. referring issues to the Authorities that cannot be mutually resolved by the Project Officers;

3.4.4. recommending the amendment, extension, or termination of this Agreement to the Authorities;

3.4.5. establishing and maintaining annual objectives of this Agreement, as appropriate;

3.4.6. coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers); and

3.4.7. providing oversight to the U.S.-Singapore Information Assurance Working Group (IAWG) described in paragraph 3.7.

3.4.8. monitoring export control arrangements required to ensure compliance with paragraph 7.11. of Article VII (Disclosure and Use of IA/CND Information).

3.5. The Executive Agents for this Agreement, who shall act as the designated operational points of contact, and have responsibility for implementation of the Agreement and data/information exchange procedures, are:

United States:	U.S. Pacific Command (USPACOM)
Singapore:	Military Security Department (MSD)

3.6. The Executive Agents shall:

3.6.1. exercise day-to-day management of Agreement implementation activities and information exchanges;

3.6.2. maintain oversight of the security aspects of this Agreement in accordance with Article VII (Disclosure and Use of IA/CND Information), Article VIII (Controlled Unclassified Information), and Article IX (Security); and

3.6.3. establish and co-chair the Information Assurance Working Group (IAWG) described in paragraph 3.7.

3.7. The Parties, with the Executive Agents, shall establish a working group consisting of appropriate representatives to develop and maintain SOPs. The working group is designated as the U.S.-Singapore IAWG. The IAWG shall maintain overall control for IA/CND activities within the scope of this Agreement.

3.8. The U.S.-Singapore IAWG shall, at a minimum, meet annually and as required to administer and coordinate IA and CND activities. The U.S.- Singapore IAWG shall determine the frequency and nature of the IA and CND information exchanges, and shall establish procedures for rapid exchanges of CND-related information during periods of crisis or hostilities.

3.9. The U.S.- Singapore IAWG shall be responsible for:

3.9.1. providing required information to the Project Officers, as requested by the Parties;

3.9.2. reviewing and providing progress reports to the Executive Agents of activities under this Agreement;

3.9.3. resolving bilateral IA and CND issues or forwarding to the Project Officers issues that cannot be resolved at their level;

3.9.4. reviewing and forwarding to the Project Officers through the Executive Agents recommended amendments to this Agreement in accordance with Article XIII (Entry into Force, Amendment, Termination, and Duration);

3.9.5. maintaining oversight of the security aspects of this Agreement;

3.9.6. developing, maintaining, and conducting Joint Exercises to validate the SOPs for information exchanges;

3.9.7. exchanging information and providing training in the areas of incident response, investigation, and forensics; and

3.9.8. exchanging information to improve interoperability in the area of security technologies employed, and configuration management to facilitate rapid exchanges of IA/CND-related information during periods of crisis and hostilities.

3.10. The Establishments for this Agreement are:

<u>United States:</u>

1. U.S. Pacific Command (USPACOM)
2. U.S. Strategic Command (USSTRATCOM) and Joint Task Force-Global Network Operations (JTF-GNO)
3. Defense Information Systems Agency (DISA)
4. Defense-wide Information Assurance Program (DIAP)

<u>Singapore:</u>

1. Ministry of Defence of Singapore (MINDEF)
2. Singapore Armed Forces (SAF)
3. Defence Science and Technology Agency (DSTA)
4. DSO National Laboratories (DSO NL)

3.11. The Establishments may:

3.11.1. provide IA and CND information to or receive such information from Project Officers or Executive Agents; and

3.11.2. receive IA and CND information directly from the originating Party with the consent of the originating Party's Project Officer or Executive Agent.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those Project Officers, Executive Agents, and U.S. or Singaporean individuals, who are appointed as members of the U.S.-Singapore IAWG or who represent Establishments, are authorized to exchange IA/CND information on behalf of the Authorities. Project Officers, Executive Agents, and U.S. or Singaporean individuals shall forward IA/CND information to the appropriate personnel within their respective Governments.

4.2. Each Party shall permit visits to its Government facilities, agencies and laboratories, and contractor industrial facilities by employees of the other Party or by employees of the other Party's contractors, provided that the visit is authorized by both Parties and the employees have all necessary and appropriate security clearances and need-to-know. Visits to contractor premises shall be permitted for Parties with the consent of the host contractor.

4.3. All visiting personnel shall be required to comply with security regulations and procedures of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

4.4. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the host Party. Requests for visits shall bear the name of this Agreement and include a proposed list of topics to be discussed.

4.5. Lists of personnel of each Party required to visit, on a recurring basis, facilities of the other Party shall be submitted through official channels in accordance with recurring visit procedures.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. Each Party shall bear the full costs of its participation under this Agreement. No funds shall be transferred between the Parties. One Party shall promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on behalf of the other Party in connection with any IA/CND information exchanges under this Agreement. Furthermore, this Agreement creates no responsibility to put in place contracts to implement any IA/CND information exchanges under this Agreement.

ARTICLE VII

DISCLOSURE AND USE OF IA/CND INFORMATION

7.1. Only information related to IA and CND shall be provided or exchanged under this Agreement.

7.2. Relevant information within the scope of this Agreement may be provided or exchanged bilaterally between the Parties according to the disclosure policies of the originating Party.

7.3. Information shall be provided or exchanged only when it may be done:

7.3.1. Information may be made available only if the rights of holders of Intellectual Property rights are not infringed; and

7.3.2. when disclosure is consistent with respective national laws, regulations and policies of the originating Party.

7.4. All IA/CND information that is subject to Intellectual Property rights shall be identified and marked, and it shall be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.

7.5. Information that is exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article X (Third Party Transfers).

7.6. This Agreement does not alter the Parties' policies or procedures regarding the exchanges of intelligence or intelligence-related information nor does it provide authority for exchanges of intelligence information beyond that of existing Government instructions and notices governing exchange of intelligence information.

7.7. IA/CND information provided by the Parties under this Agreement may be used by the other Party solely for information, evaluation, and planning purposes consistent with Article II (Objective and Scope). Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party, specifying the authorized use of the information. The receiving Party shall not disclose information exchanged under this Agreement to contractors or any other persons, other than its Contractor Support Personnel, without the specific written consent of the furnishing Party. Information that is exchanged under this Agreement shall only be disclosed to Third Parties by the receiving Party in accordance with Section X (Third Party Transfers).

7.8. The receiving Party shall ensure that Contract Support Personnel, contractors, or any other persons to whom it discloses IA/CND information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement.

7.9. IA/CND information exchanged under this Agreement shall remain the property of the originating Party or its contractors.

7.10. Each Party shall notify the other Party of any Intellectual Property infringement claims made in its territory as a result of the exchange of information pursuant to this Agreement. Insofar as possible, the other Party shall provide information available to it that may assist in defending the claim. Each Party shall be responsible for handling all Intellectual Property infringement claims made in its territory, and shall consult with the other Party during the handling, and prior to any settlement, of such claims.

7.11. No export controlled information shall be provided or exchanged by either Party.

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:

8.1.1. Such information shall be used only for the purposes specified in Article VII (Disclosure and Use of IA/CND Information);

8.1.2. Access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1., and shall be subject to the provisions of Article X (Third Party Transfers); and

8.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2., unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

8.3. Prior to authorizing the release of Controlled Unclassified Information to contractors, the Parties shall ensure the contractors are legally bound to control such information in accordance with the provisions of this Article.

ARTICLE IX

SECURITY

9.1. All Classified Information provided pursuant to this Agreement shall be used, stored, handled, transmitted, and safeguarded in accordance with the General Security of Military Information Agreement (GSOMIA) between the United States of America and the Republic of Singapore, dated March 9, 1983.

9.2. Classified Information shall be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities of the Parties. Such Classified Information shall bear the level of classification, denote the country of origin, the provisions of release, and the fact that the information relates to this Agreement.

9.3. Each Party shall take all appropriate lawful steps available to it to ensure that Classified Information provided or generated pursuant to this Agreement is protected from further disclosure except as provided by paragraph 9.6., unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

9.3.1. The recipient Party shall not release the Classified Information to any Government, national, organization, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article X (Third Party Transfers).

9.3.2. The recipient Party shall not use the Classified Information for other than the purposes provided for in this Agreement.

9.3.3. The recipient Party shall comply with any distribution and access restrictions on Classified Information that is provided under this Agreement.

9.4. Information classified by either Party and furnished by either Party to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Party, which will assure a degree of protection equivalent to that required by the Party furnishing the information.

9.5. The recipient Party will investigate all cases in which it is known or there are grounds for suspecting that classified information from the originating Party has been lost or disclosed to unauthorized persons. The recipient Party shall also promptly and fully inform the originating Party of the details of any such occurrence, and of the final results of the investigations and corrective action taken to preclude recurrence.

9.6. For any facility wherein Classified Information is to be used, the responsible Party or Establishment shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to this Agreement. These officials shall be responsible for limiting access to Classified Information involved in this

Agreement to those persons who have been properly approved for access and have a need-to-know.

9.7. Information provided or generated pursuant to this Agreement may be classified as high as SECRET. The existence of this Agreement is UNCLASSIFIED, and the contents are UNCLASSIFIED.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. The Parties shall not sell, transfer title to, disclose, or transfer possession of IA/CND information received under this Agreement to any Third Party without the prior written consent of the Government of the Party that provided that information under this Agreement. The originating Party's Government shall be solely responsible for authorizing such transfers and specifying the methods, conditions, and provisions for implementing such transfers.

10.2. In the event of providing IA/CND information that is authorized for Third Party transfer in accordance with paragraph 10.1. of this Agreement, the information or materials shall be marked as "Authorized for Third Party Transfer."

10.3. In the event of such transfer, the transferring Party shall be required to obtain written assurances from the Third Party:

10.3.1. not to transfer or permit retransfer of any of the information provided;

10.3.2. to use such information only for the purposes of IA/CND as stated in Article II (Objective and Scope) of this Agreement; and

10.3.3. to handle the information provided in the equivalent conditions with Article VII (Disclosure and Use of IA/CND Information), Article VIII (Controlled Unclassified Information), and Article IX (Security) of this Agreement.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. Disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or any other person or entity for settlement.

ARTICLE XII

GENERAL PROVISIONS

12.1. The activities carried out under this Agreement shall be carried out in accordance with their respective national laws and regulations, including their export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.

12.2. This Agreement does not replace, amend, or terminate any existing bilateral information exchanges or cooperative programs.

ARTICLE XIII

ENTRY INTO FORCE, AMENDMENT, TERMINATION, AND DURATION

13.1. This Agreement, which consists of the Preamble and thirteen Articles, shall enter into force upon signature by both Parties and shall remain in force for 15 years. The Parties shall consult no later than one year prior to the expiration of this Agreement to decide whether to extend its duration.

13.2. This Agreement may be amended or extended upon the mutual written agreement of the Parties, which shall be signed by both Parties' Project Officers with the consent of both Parties' Authorities in accordance with subparagraph 3.2.1. of this Agreement.

13.3. This Agreement may be terminated at any time upon the written agreement of the Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

13.4. Either Party may terminate this Agreement upon 90 days written notification of its intent to terminate to the other Party. Such notification shall be the subject of immediate consultation by the IAWG to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such termination, the terminating Party shall continue participation, financial or otherwise, up to this effective date of termination.

13.5. The respective rights and responsibilities of the Parties regarding Article VII (Disclosure and Use of IA/CND Information), Article VIII (Controlled Unclassified Information), Article IX (Security), and Article X (Third Party Transfers) shall continue notwithstanding termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Agreement concerning the Cooperation on Information Assurance (IA) and Computer Network Defense (CND).

DONE, in duplicate, in the English language.

For the Department of Defense of the United States of America

Signature

John G. Grimes

Name

Assistant Secretary of Defense
Networks and Information Integration

Title

February 18, 2008

Date

Singapore

Location

For the Ministry of Defence of Singapore

Signature

Lui Pao Chuen

Name

Chief Defence Scientist

Title

February 18, 2008

Date

Singapore

Location