WEAPONS

Proliferation

Agreement Between the
UNITED STATES OF AMERICA
and SINGAPORE

Signed at Singapore January 18, 2010

with

Annexes

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

Weapons: Proliferation

Agreement signed at Singapore January 18, 2010;
Entered into force January 18, 2010.
With annexes.

Agreement

between

The Department of Energy of the United States of America

and

The Ministry of Defence of the Republic of Singapore

Concerning

Cooperation on
Combating Nuclear Terrorism, the
Non-Proliferation of Weapons of Mass Destruction,
and Related Items and Technologies

Preamble

The Department of Energy of the United States of America (USDOE) and the Ministry of Defence of the Republic of Singapore (MINDEF), collectively the "Parties":

Recognizing the persistence of threats to global peace and stability, including nuclear terrorism, and the proliferation of weapons of mass destruction (WMD) and related items and technologies;

Recognizing the strategic value of a network of defense partnerships to deal with the uncertainties created by these threats;

Sharing a mutual interest in enhancing the national security of their countries by exchanging science and technology information, and conducting joint research and development (R&D) activities to counter common national security threats including combating nuclear terrorism, and the proliferation of WMD and related items and technologies;

Noting the Global Initiative to Combat Nuclear Terrorism, initiated and led by the United States and the Russian Federation beginning July 2006; and

Also intending to complement, but not duplicate, cooperation under the following Agreements and Initiative:

- General Security of Military Information Agreement between the United States of America and the Republic of Singapore, effected by exchange of notes on 25 June 1982 and 9 March 1983 (the "GSOMIA"),

- Proliferation Security Initiative, in which the Republic of Singapore participates, which seeks to establish a more coordinated and effective basis through which to impede and stop shipments of weapons of mass destruction, their delivery systems, and related materials flowing to and from states and non-state actors of proliferation concern, consistent with national legal authorities and relevant international law and frameworks, initiated 31 May 2003,

- Strategic Framework Agreement between the United States of America and the Republic of Singapore for a Closer Cooperation Partnership in Defense and Security, signed 12 July 2005 (the "Strategic Framework Agreement"),

- Agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Singapore Concerning Combating Terrorism Research and Development, signed 22 March 2006, and

- Agreement between the Government of the United States of America and the Government of Singapore on Cooperation in Science and Technology for Homeland/Domestic Security Matters, signed 27 March 2007;

Hereby agree as follows:

Article I
Objective

The objective of this Agreement is to establish a framework for cooperation between the Parties to combat nuclear terrorism, through the exchange of information and the conduct of joint research and development (R&D), for the purpose of improving the Parties' abilities to detect and identify illicit nuclear and other radioactive materials of proliferation concern; strengthening their critical infrastructure facilities; and improving their nuclear emergency response capabilities.

Article II
Areas of Cooperation

The areas of cooperation under this Agreement may include, but are not limited to, the following:

1. Proliferation prevention technologies, including prediction, detection, identification, verification, mitigation, interdiction, and neutralization of chemical, biological, radiological, and nuclear threats or materials;

2. Security assessment methods and critical infrastructure protection technologies, including information assurance and infrastructure interdependency modeling;

3. Sensor technologies that enhance the ability to detect WMD or the materials that could be used to manufacture them;

4. Strategic studies, including threat analyses and modeling technologies;

5. Energy, water, and environmental technologies;

6. Nuclear emergency response consistent with each Party's respective national security policies and procedures; and

7. Additional areas of cooperation as may be agreed in writing by the Parties.

Article III
Information and Security Control

1. Each Party may make available to the other Party unclassified information, sensitive unclassified information, and classified information that is: (1) relevant to the areas of cooperation identified in Article II of this Agreement; and (2) either in the Party's possession or available to it and which it has the right to disclose. The form of such information may include approaches, techniques, technologies, testing, modeling and simulation, and assessment methodologies, and the nature of such information may be scientific, analytical, R&D, statistical, experimental, theoretical, or probabilistic. All information exchanged under this Agreement shall be used by the receiving Party only for the purpose of this Agreement.

2. It is contemplated that much of the information exchanged under this Agreement will be at the unclassified, unlimited release level.

3. Sensitive unclassified information is information that is not classified information, but to which access or distribution limitations have been applied in accordance with national laws, regulations, policies or directives of, and is marked as such

by, a Party. Sensitive unclassified information may be exchanged under this Agreement in accordance with the following guidelines and procedures:

3.1 Access to sensitive unclassified information shall be limited to those personnel and contractors of the receiving Party whose access is necessary for the purpose of this Agreement.

3.2 All necessary steps shall be taken, which may include national classification where appropriate, to prevent unauthorized disclosure of sensitive unclassified information.

3.3 Sensitive unclassified information provided under this Agreement shall be marked by the providing Party with a legend specifying the country of origin, the conditions of release, the fact that it relates to this Agreement, and a statement to the effect that access to the information is controlled.

3.4 Sensitive unclassified information provided or generated pursuant to this Agreement shall be stored, handled, and transmitted in a manner that ensures prevention of unauthorized disclosure.

3.5 The receiving Party shall not release or disclose sensitive unclassified information, other than within its government or to authorized contractors involved in cooperation under this Agreement, without the prior written approval of the Party providing the information.

4. Classified information is official information or material that, pursuant to the applicable laws and regulations of the Parties' countries, requires protection in the interests of national security and is so designated by the Party furnishing the information. The exchange of classified information up to a classification level of SECRET is permitted, through each Party's internal approval process, under this Agreement. Classified information includes "classified military information", as that term is defined in the GSOMIA. This Agreement does not apply to other classified information for which separate security agreements and arrangements already have been concluded.

4.1 The receiving Party shall not release or disclose classified information, other than within its government or to authorized contractors involved in cooperation under this Agreement, without the prior written approval of the Party providing the information.

4.2 The procedures governing the exchange of classified information under this Agreement are set forth in Annex I, which is attached to and constitutes an integral part of this Agreement.

5. All exchanges of unclassified information, sensitive unclassified information, and classified information in the course of the implementation of this Agreement will

be coordinated by the Coordinators identified in Article V of this Agreement, or their designees.

Article IV
Terms and Conditions of Cooperation

1. Exchange of information under this Agreement shall be on a reciprocal and balanced basis.

2. Each Party shall be responsible for paying its own costs of conducting the activities contemplated by this Agreement, and all cooperation under this Agreement is subject to the availability of appropriated funds, personnel, and other programmatic resources.

3. This Agreement provides no new authority for placing contracts. Any projects originated between the Parties under this Agreement will be defined and funded in accordance with the applicable funding mechanisms of the Parties.

4. This Agreement does not authorize exchange of nuclear weapon information, Restricted Data, or intelligence information. As used herein, Restricted Data refers to all data concerning the design, manufacture, or utilization of nuclear weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data that the Government of the United States of America has declassified or removed from the Restricted Data category. Exchange of computer software relevant to the purposes of this Agreement is permitted.

5. Information exchanged under this Agreement may be used by the receiving Party only for the purposes of this Agreement. The Parties shall not use information exchanged under this Agreement for any other purpose, unless the Party furnishing the information provides prior written consent.

6. Each Party shall conduct the activities contemplated by this Agreement in furtherance of the objective of this Agreement and in accordance with applicable domestic law, including export control laws and regulations.

7. Any question relating to the interpretation or application of this Agreement shall be resolved by consultation between the Parties, with the exception of questions relating to the interpretation or application of Annex II, which shall be resolved in accordance with Section II.D. of Annex II.

Article V
Coordinators

1. The Parties' Coordinators for implementation of this Agreement are as follows: for USDOE, the Deputy Under Secretary of Energy for Counterterrorism, unless USDOE advises MINDEF otherwise in writing; and for MINDEF, the Deputy Secretary (Technology), MINDEF, unless MINDEF advises USDOE otherwise in writing.

2. The Coordinators shall be responsible for:

   2.1 exercising executive-level oversight of information exchange and other cooperative activities under this Agreement;

   2.2 consulting on behalf of the Parties to resolve any issues related to the implementation of information exchange and other cooperative activities under this Agreement;

   2.3 maintaining oversight of the information and security control aspects of this Agreement;

   2.4 setting up and implementing the processes to be used for reviewing requests for exchanges of information and the initiation of other cooperative activities;

   2.5 acting as the national point of contact for exchange of information and other cooperative activities under this Agreement, and maintaining lists of information exchanged and other cooperative activities undertaken;

   2.6 defining and implementing any specific procedures to be used for the exchange and handling of any classified information;

   2.7 development of additional cooperative activities under this Agreement; and

   2.8 any other responsibilities required for the implementation of this Agreement, as assigned by the Parties.

Article VI
Intellectual Property Rights

The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement shall be governed by Annex II (Intellectual Property Rights), which is attached to and constitutes an integral part of this Agreement.

Article VII
Business-Confidential Information

1. In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party shall protect such information in accordance with applicable laws, regulations, and administrative practices. To the extent allowable by such laws, regulations, and practices, business-confidential information shall be considered sensitive unclassified information that is subject to the dissemination and use requirements of Articles III.3 and IV.5 of this Agreement. The Parties shall impose, or shall have imposed, an obligation on any authorized contractors receiving such information to keep it confidential to the extent permissible under applicable domestic laws.

2. Information may be identified by a Party as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

Article VIII
Dispute Resolution

1. Except for disputes concerning intellectual property, 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 to any other person or entity for settlement.

2. Resolution of disputes concerning intellectual property shall be resolved as provided for in Annex II.

Article IX
Entry into Force, Amendment, Duration and Termination

1. This Agreement shall enter into force upon signature, and shall remain in force (subject to paragraph 3 of this Article) as long as the Strategic Framework Agreement remains in force. In the event of the termination of the Strategic Framework Agreement, the Parties shall consult on whether to continue this Agreement.

2. Notwithstanding termination of this Agreement, all sensitive unclassified information and classified information exchanged or generated under this Agreement shall continue to be protected in accordance with the provisions of this Agreement.

3. This Agreement may be amended or terminated in writing by both Parties at any time, and may be terminated by either Party upon 60 days prior written notification to the other Party.

DONE at SINGAPORE, in duplicate, this 18th day of January, 2010.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA:

FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SINGAPORE:

Annex I
Procedures for the Exchange of Classified Information

As provided in paragraph 4 of Article III, the following specific procedures shall govern the exchange of classified information under this Agreement.

1. Classified information shall bear the level of classification or designation and denote the country of origin. Classified information provided by the providing Party shall be assigned a classification by the appropriate authorities of the receiving Party that assures a degree of protection equivalent to that required by the Party furnishing the information.

2. The receiving Party, and its designees, receiving classified information shall afford a level of protection equivalent to that afforded by the providing Party.

3. Each representative of each Party, or its designees, authorized to receive classified information from the other, shall have a security clearance equal to or greater than the security classification of the information to be exchanged, and shall have the capability to protect the classified information.

4. Each Party, or its designees, shall provide the other Party, or its designees, with any necessary additional administrative instructions, supplemental to those of this Agreement, concerning submission of requests for and receipt of classified information.

5. Each Party shall permit security experts of the other Party to make periodic visits to its territory when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified information furnished to it by the other Party. Each Party shall assist such experts in determining whether such information provided to it by the other Party is being adequately protected.

6. All requests for information and visits that involve the disclosure of classified information shall be transmitted in advance through the authorized governmental authorities of the requesting Party, or its designees.

7. Each Party, or its designees, shall identify the positions of the individuals authorized to:

    a. provide assurances that the classified information received will be controlled in accordance with this Agreement;

    b. certify security clearances of individuals authorized to transmit and receive classified information;

    c. submit requests for classified information, including visit requests, and

d. receive and provide a written receipt for classified information at designated points of delivery and mailing addresses that conform with the security assurances.

8. Each Party, or its designees, shall inform the other Party, or its designees, of the title of the person in charge of the implementation of Article III, paragraph 5, of this Agreement. Each Party, or its designees, shall give prompt written notification to the other Party, or its designees, in the event that the designated position, or any of the relevant responsibilities entailed, is modified.

9. The receiving Party, or its relevant designee, of classified information transferred under this Agreement shall sign and return to the Party furnishing the information, or to its relevant designee, a written receipt for all classified information received.

10. Classified information, including notes, obtained or produced by visitors of one Party at the facilities of the other Party, shall be retained by the facility visited, but may be released as appropriate to the visiting Party upon the submission of a written request therefor from the visiting Party, or its relevant designee.

11. The receiving Party shall investigate all cases in which it is known or there are grounds for suspecting that classified information from the providing Party has been lost or disclosed to unauthorized persons. Each Party, or its designees, shall report promptly and fully to the other Party, or its designees, any known or suspected compromise of classified information released to it, and the corrective action taken.

12. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

Annex II
Intellectual Property Rights

Pursuant to Article VI (Intellectual Property Rights) of this Agreement:

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

A. This Annex is applicable to all cooperative activity undertaken pursuant to this Agreement except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the disputing Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperative activity under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work, unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in paragraph III. A. above shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III. (B).(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III. B.(2)(a) and (b) above, if a Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III. B.(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party, together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. A Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention, or to withhold publication or public disclosure of such documentation or information for the purpose of protecting classified information disclosed in connection with this Agreement or relevant implementing agreements. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.