

HEALTH

**Agreement Between
the UNITED STATES OF AMERICA
and SINGAPORE**

Signed at Singapore November 22, 2005



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

Health

*Agreement signed at Singapore November 22, 2005;
Entered into force April 7, 2006.*

**AGREEMENT BETWEEN THE GOVERNMENTS OF
THE UNITED STATES OF AMERICA AND
THE REPUBLIC OF SINGAPORE
ESTABLISHING THE REGIONAL EMERGING DISEASES
INTERVENTION CENTER**

Whereas the Ministry of Health of the Republic of Singapore and the Department of Health and Human Services of the United States of America have signed a Memorandum of Understanding on October 17, 2003, to enhance and expand bilateral cooperative efforts in health and medical sciences and in confronting health security threats;

Whereas to further that cooperation, the Governments of the Republic of Singapore and the United States of America expressed their intent to establish a Regional Emerging Diseases Intervention Center (hereinafter "the REDI Center") in Singapore to facilitate the international exchange of information and expertise on the surveillance, prevention, and control of, and research on, communicable and non-communicable diseases, and on bioterrorism concerns;

Whereas the Asia-Pacific Economic Cooperation (APEC) Leaders, in their statement on Health Security issued at their meeting in Bangkok on October 21, 2003, welcomed the establishment of the REDI Center to serve as a regional resource for training and research, to help build individual and collective capacity and facilitate cooperative efforts to monitor, respond to, and prevent critical infectious disease threats in the Asia and Pacific region;

Now therefore, to establish the REDI Center as intended by the Memorandum of Understanding and to enable the REDI Center to carry out its mission of enhancing the Asia and Pacific region's capability and capacity effectively to monitor, detect, and respond to naturally-occurring infectious disease outbreaks or man-made health threats, the Government of the Republic of Singapore (hereinafter "Singapore") and the Government of the United States of America (hereinafter the "United States") agree as follows:

ARTICLE I

Definitions

1.1 For the purpose of this Agreement the following expressions shall have the meaning assigned to them hereunder:

- 1.1.1 "Center" or the "REDI Center" means the Regional Emerging Diseases Intervention Center, located in Singapore;
- 1.1.2 "Executive Director" means the Executive Director of the REDI Center;
- 1.1.3 "Appropriate Singapore Authorities" means the officials of the Ministry of Health of the Republic of Singapore or such other authorities that the Ministry of Health deems appropriate;
- 1.1.4 "Parties" means Singapore and the United States, as well as any other States or APEC member economies that:
 - (a) have been invited by the Governing Board of the Center to join the Center with full representation on the Governing Board; and
 - (b) have acceded to this Agreement on such conditions and terms established pursuant to Article 4;
- 1.1.5 "Founding Parties" means Singapore and the United States of America;
- 1.1.6 "Participating Organizations" means international organizations that have been invited by the Governing Board of the Center to participate as Observers of the Governing Board's deliberations;
- 1.1.7 "Premises of the Center" means the building(s) or parts of the building(s) in Singapore, irrespective of ownership, used for the purposes of the Center;
- 1.1.8 "Professional Staff of the Center" means:
 - (a) officers, employees or other individuals provided or detailed by the Parties, including the Executive Director and the Deputy Director, with the consent of the Governing Board;

- (b) any other individual appointed by the Executive Director or his authorized representative, subject to the consent of the Governing Board.

1.1.9 "Property" means all property, real or personal, including funds, assets, and income belonging to the Center;

1.1.10 "Family" in relation to the Executive Director, the Deputy Director and the Professional Staff of the Center, means:

- (a) spouse;
- (b) dependent children under 21 years of age, as well as dependent children above 21 years of age who are unmarried and living in the same household during posting of the Executive Director, Deputy Director, or Professional Staff of the Center; and
- (c) in exceptional cases, to be determined by the appropriate Singapore Government authorities, dependent parents.

1.1.11 "Accredited Participants" means those accredited as such by the Governing Board including all members of any delegation of any Party, Observer, participating organization, or other State, APEC member economy, or organization, or other individuals, who are participating in any Center meeting, activity, or event, including meetings of the Governing Board and Scientific Advisory Group at the invitation of the Executive Director or the Governing Board or Scientific Advisory Group;

1.1.12 "Observer" means any State, international organization, or APEC member economy designated as such by the Governing Board whose representatives, in a number to be determined by the Governing Board, are invited to observe the Governing Board's deliberations.

ARTICLE II

Establishment of the Center

2.1 The REDI Center is hereby established as an intergovernmental organization, with the following objectives:

- 2.1.1 to enhance and expand international cooperative efforts in the fields of health and medicine which address disease control;

- 2.1.2 to facilitate the international exchange of information and expertise on surveillance, prevention, and control of, and research on, communicable and non-communicable diseases, and on bioterrorism concerns;
- 2.1.3 to serve as a regional resource for training and research, to help build individual and collective capacity and facilitate cooperative efforts to monitor, respond to, and prevent critical infectious disease threats in the Asia and Pacific region; and
- 2.1.4 to enhance the Asia and Pacific region's capability and capacity effectively to monitor, detect, and respond to naturally-occurring infectious disease outbreaks or man-made health threats.

2.2 The REDI Center shall have the legal capacity and all of the powers necessary to carry out the objectives of this agreement, including, among other things, the power to enter into agreements and contracts, to acquire, hold, administer, and dispose of real and personal property, and to institute and respond to legal proceedings. The REDI Center shall also have all other attributes equivalent to those of a body corporate under the laws of Singapore.

ARTICLE III

Governance of the Center

- 3.1 There shall be a Governing Board to provide overall policy guidance for the Center.
- 3.2 The Governing Board shall operate and make decisions by consensus of all representatives and shall be responsible for all of the affairs of the Center. In this role, it will ensure that:
 - 3.2.1 the Center adopts programs and plans that are consistent with its mission and objectives; and
 - 3.2.2 the Center is managed effectively by the Executive Director, his authorized representative, and the Deputy Director, consistent with the agreed plans, programs and budgets, and in accordance with legal and regulatory requirements.
- 3.3 To this end, the Governing Board shall:
 - 3.3.1 approve programs and plans to meet the Center's mission and objectives, and monitor results;

3.3.2 approve the Center's budget and ensure the Center's financial integrity and accountability;

3.3.3 review and endorse the appointment of the Executive Director and Deputy Director:

(a) The Executive Director and the Deputy Director shall be selected by the Founding Parties for a two-year term, subject to the approval of the Governing Board. The United States shall select the first Executive Director and Singapore shall select the first Deputy Director. The Governing Board may renew the appointments of the Executive Director and Deputy Director for additional two-year terms. At such time as either post is vacated at the end of a term, the Founding Party that selected the outgoing Executive Director may select the next Deputy Director and the Founding Party that selected the outgoing Deputy Director may select the next Executive Director. At no time will the Executive Director or the Deputy Director be from the same Founding Party. Each Founding Party will be responsible for the salary and benefits of its selected candidate.

(b) At such time as other Parties may join the Center, the Parties may revise provision 3.3.3(a) so as to enable the nomination of a Deputy Director, and subsequently an Executive Director, from a Party other than the Founding Parties.

3.3.4 Perform all other acts necessary for the attainment of the objectives of the Center.

3.4 The Governing Board shall consist, initially, of six representatives, consisting of three representatives appointed by each of the Founding Parties. Each Founding Party shall notify the other of its appointments in writing. The Governing Board may appoint a Chairperson from among these six representatives, as it sees fit, and may also develop and modify rules of proceedings as necessary, consistent with the terms of this Article. In addition, with the agreement of the Governing Board, other States, APEC member economies, and international organizations may be invited to the deliberations of the Governing Board in a capacity as Observers.

3.5 The Executive Director shall be responsible to the Governing Board for the implementation of the policies and plans approved by the Governing Board and shall:

- 3.5.1 administer the day-to-day operations and management of the Center;
- 3.5.2 develop such specific programs and activities as necessary to implement the plans approved by the Governing Board;
- 3.5.3 supervise programs and activities to ensure that the Center's programs and objectives are properly developed and carried out;
- 3.5.4 prepare the Center's budget and an annual report;
- 3.5.5 perform such other functions as are delegated to him by the Governing Board.

3.6 In the absence of the Executive Director, the Deputy Director will be considered his authorized representative. In the absence of the Deputy Director, the Executive Director or the Governing Board may appoint an authorized representative to fulfill temporarily the duties of the Deputy Director. In appointing an authorized representative, the Executive Director or Governing Board may select as authorized representative either a member of the Center's Professional Staff or a Government official of one of the Founding Parties.

3.7 The Executive Director or the authorized representative will keep the Governing Board advised on matters of consequence that relate to the Center.

ARTICLE IV

Membership

4. Appropriate Singapore authorities will draft language, subject to approval by the Founding Parties, that will establish a mechanism for inviting other States or APEC member economies to join the Center by acceding to this Agreement on such conditions and terms as the Founding Parties may agree.

ARTICLE V

Scientific Advisory Group

5.1 A Scientific Advisory Group may be appointed by the Governing Board to advise the Governing Board on strategic planning for the Center. The Scientific Advisory Group will consist of senior scientists from Singapore, the United States, or any APEC member economy or international organization as the Governing Board may see fit.

5.2 The Executive Director or his authorized representative, or any other member of the Professional Staff of the Center at their direction, may assist the Scientific Advisory Group in the preparation of its advice on strategic planning, as needed.

ARTICLE VI

Provision of Public Services and Division of Responsibilities Concerning the Installation and Maintenance of the Premises of the Center

6.1 The Center shall be located in Singapore.

6.2 Singapore shall, for an initial period of 5 years:

6.2.1 provide the Center, rent-free, with physical premises having sufficient space and equipment to carry out the Center's activities as agreed by the Governing Board;

6.2.2 meet the official recurring expenses of the Center with respect to utility charges, telecommunications expenses, and charges for the operation and maintenance of the physical Premises of the Center and its office equipment, as well as the salaries, and allowances of staff other than the Professional Staff of the Center;

6.3 The Parties shall:

6.3.1 After the initial five year period has lapsed, review as necessary the general functioning of those arrangements covered in Article 6.2.1 and 6.2.2.

6.3.2 Unless otherwise agreed, make equitable contributions to expenses, if any, for use of facilities needed by the Center to conduct meetings, seminars, conferences, and training programs, including equipment for such meetings, seminars, conferences and training programs, as approved by the Governing Board.

6.4 Except as specified in this Article, the Parties shall not be under any obligation to provide financial support to the Center. The Parties shall not be under any responsibility, individually or collectively, for any debts, liabilities, or obligations of the Center.

ARTICLE VII

Capacity of the Center to Accept Contributions

7. In order to achieve its objectives, the Center, through the Executive Director with the concurrence of the Governing Board chair, is authorized to receive funds or donations from governments, intergovernmental organizations, non-governmental organizations (which shall, for the purposes of this Agreement, include the private sector), and programs.

ARTICLE VIII

Immunity of the Center and Its Premises

8.1 The Center, its property, and assets shall be immune from suit and every form of legal process in Singapore, except to the extent that the Center expressly waives its immunity for the purpose of any proceeding or by the terms of any contract.

8.2 Without prejudice to other provisions of this Agreement, the Center shall not permit the Premises of the Center to be used as a refuge for avoiding arrest under the laws of Singapore or in any other manner incompatible with the purposes of the Center.

ARTICLE IX

Protection of the Premises of the Center

9.1 Singapore shall take whatever action is necessary to ensure that the Center shall not be dispossessed of its premises or any part thereof except in the event that the Governing Board of the Center decides to cease using the same.

9.2 Singapore shall take all appropriate steps to protect the Premises of the Center against any unlawful intrusion or damage and to prevent any disturbance of the peace of the Center or impairment of its dignity.

9.3 If so requested by the Executive Director or his authorized representative, Singapore shall provide security personnel sufficient for the preservation of law and order on the Premises of the Center, and for the removal therefrom of persons or groups of persons as requested under the authority of the Executive Director or his authorized representative.

ARTICLE X

Exemption from Taxation

10.1 The Center, the Premises of the Center, and its property shall enjoy the following exemptions from taxation and other charges in Singapore:

10.1.1 The property and the Premises of the Center shall be exempt from any form of direct taxation by the Government of Singapore. The Center will not claim exemption from charges levied for specific services rendered.

10.1.2 The Government of Singapore shall ensure that the Center shall be exempt from taxes and customs duties and related charges on the importation of goods, excluding liquors and tobacco, directly imported by the Center for its official use in the Republic of Singapore. These exemptions are on the understanding that articles imported under such exemptions shall not be transferred by the Center within Singapore except under conditions agreed upon with the Government of Singapore and in accordance with the laws of Singapore.

10.1.3 The Center shall be exempt from Goods and Services Tax on the local consumption of goods and services for its official use.

10.1.4 The Center shall be exempt from Stamp Duty on the lease of the Premises of the Center.

10.1.5 The Center shall be exempt from Income Tax on all income including incidental interest, if any, derived from gifts to the Center.

10.1.6 The Center shall be exempt from prohibitions and restrictions on importation and exportation of goods directly imported or exported by the Center for its official use. This exemption shall not apply to imports and exports of goods subject to security or defense controls, such as biological agents and/or toxins, arms, strategic goods, or other items subject to multilateral nonproliferation regime controls. If the importation or exportation of such a controlled item is necessary for the Center's activities, the Government of Singapore shall give expeditious and favorable consideration to the license request.

ARTICLE XI

Communications

11.1 Singapore shall ensure that the Center shall enjoy for its official communications, including telecommunications, treatment no less favorable than that accorded by Singapore to foreign diplomatic missions in Singapore.

11.2 Singapore shall not censor official correspondence and other official communications of the Center.

11.3 Singapore shall ensure that the Center has access to facilities for the operation of telecommunications, the Internet, and multimedia services on the Premises of the Center.

ARTICLE XII

Access and Residence

12.1 Singapore shall use its best efforts to facilitate processing of Visa applications for the following persons without charge:

12.1.1 Representatives of the Parties, Observers, and participating organizations, accredited participants, and others as invited by the Governing Board and Executive Director or his authorized representative, who are participating in activities at, sponsored by, or coordinated by the Center;

12.1.2 The Executive Director, Deputy Director, the Professional Staff of the Center, and their families;

12.1.3 Members of the Governing Board or Scientific Advisory Group of the Center; and

12.1.4 Other persons invited by the Center on official business, including persons attending training, research, or other activities of the Center.

12.2 In processing visas for the persons referred to in paragraph 12.1, Singapore may require reasonable evidence that the applicant does in fact fall within a category described in paragraph 12.1 and that the applicant has complied with its security, quarantine, and health regulations.

12.3 The Government of Singapore shall provide members of the Professional Staff of the Center and accompanying family members with the appropriate visas

and other documentation necessary to reside in Singapore in compliance with all the laws and regulations in force in Singapore regarding the residence of foreign nationals.

ARTICLE XIII

Privileges, Exemptions, and Immunities of the Executive Director, Deputy Director and the Professional Staff of the Center

13.1 The Executive Director, Deputy Director, Professional Staff of the Center, who do not have Singapore nationality or Permanent Resident status, shall enjoy within and with respect to the territory of the Republic of Singapore the following privileges, exemptions, and immunities:

- 13.1.1 immunity from suit and every form of legal process relating to acts, including words spoken or written, performed by them in their official capacity and in the discharge of their duties;
- 13.1.2 immunity from personal arrest or detention;
- 13.1.3 exemption from taxation by Singapore on the salary and emoluments paid to them by the Center, a Party, a participating economy, or a participating organization;
- 13.1.4 the privilege of duty-free importation of one motor vehicle per family for personal use, provided that the vehicle meets Government of Singapore regulations on importation of motor vehicles into the Republic of Singapore;
- 13.1.5 exemption from payment of excise tax and road tax on one personal motor vehicle per family;
- 13.1.6 exemption from payment for Certificate of Entitlement for one personal motor vehicle per family;
- 13.1.7 facilities for repatriation, together with their families, in time of international crisis;
- 13.1.8 immunity from seizure of their personal and official baggage;
- 13.1.9 duty-free importation and exemption from Goods and Services Tax for the importation of household effects, excluding liquor and tobacco for personal use within six months after first taking up their post in Singapore;

13.1.10 exemption from any other taxes as is accorded to a diplomatic envoy of a foreign sovereign State accredited to the Republic of Singapore.

13.2 The residence and property of the Executive Director, the Deputy Director, and the Professional Staff of the Center, provided they do not have Singapore nationality or Permanent Resident Status in Singapore, shall be inviolable.

13.3 Without prejudice to their privileges and immunities, it is the duty of the Executive Director, Deputy Director, and the Professional Staff of the Center to respect the laws of Singapore and to avoid any interference in the international and domestic affairs of the Founding Parties.

13.4 The privileges, exemptions, and immunities accorded by this Article are granted in the interest of the Center and not for the personal benefit of the individuals themselves. The immunity of the Executive Director, the Deputy Director, or any Professional Staff of the Center, shall be waived by the Party that provided or detailed such person to the Center in any case where the Party determines such immunity can be waived without prejudice to the interest of the Center or the Party;

13.5 The Executive Director and Deputy Director shall take every precaution to ensure that no abuse of a privilege, exemption, or immunity conferred by this Agreement shall occur, and for this purpose the Governing Board shall establish such rules and regulations as it may deem necessary and expedient for the Professional Staff of the Center and persons performing official duties for the Center;

13.6 The Center, its Executive Director, Deputy Director, and the Professional Staff of the Center shall co-operate at all times with the appropriate Singapore authorities to facilitate the proper administration of justice, and prevent the occurrence of any abuse in connection with the privileges, exemptions, and immunities conferred by this Agreement. Should the Government of Singapore consider that an abuse has occurred, the Executive Director or his authorized representative shall, upon request, consult with the appropriate Singapore authorities.

13.7 The appropriate Singapore authorities shall provide appropriate identity cards to the Executive Director, Deputy Director, the Professional Staff of the Center, and their family members, who do not have Singapore nationality or Permanent Resident status.

ARTICLE XIV

Intellectual Property Rights

14. The Parties do not foresee the creation of intellectual property under this Agreement. In the event, however, that future Center activities could, or do, nonetheless give rise to the creation of intellectual property that can be protected by law, the Parties shall negotiate and conclude an annex to this Agreement containing provisions regarding the allocation of the rights to that intellectual property. The provisions of such an annex shall apply to any intellectual property created by or on behalf of the Center after entry into force of that annex and, prior to that time, to the extent consistent with applicable law.

ARTICLE XV

Consistency with National Health and Foreign Policies

15. Any national of a Party to this Agreement who is employed at the REDI Center shall not be required to promote or prosecute policies that are contrary to the health or foreign policy of such national's country.

ARTICLE XVI

Final Provisions

16.1 This Agreement shall enter into force for the Founding Parties on the date upon which the Founding Parties have notified each other, through diplomatic channels, of the completion of the legal formalities required for its entry into force.

16.2 Consultations with respect to amendments to this Agreement shall be entered into upon the request of any Party and any such amendment shall be done by mutual written agreement of all the parties.

16.3 Any dispute between two or more Parties regarding the interpretation or implementation of this Agreement shall be resolved through negotiation between or among the Parties.

16.4 Unless otherwise agreed by the Parties and subject to the availability of funds, in the event this Agreement is terminated, the rights and obligations under this Agreement shall continue to apply to projects that were formed under this Agreement, and that were still continuing on the date of termination of this Agreement, but in no case shall the rights and obligations of this Agreement continue longer than two years after the termination of this Agreement.

16.5 The Agreement shall cease to be in force three months after either of the Founding Parties gives notice in writing to the other of its decision to terminate the Agreement.

DONE at Singapore, in duplicate, this 22nd day of November, 2005, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE:

