# AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE CONCERNING THE USE OF SHOALWATER BAY TRAINING AREA AND THE USE OF ASSOCIATED FACILITIES IN AUSTRALIA

**Documents tabled on 11 May 2005:** 

National Interest Analysis [2005] ATNIA 6 with attachment on consultation

Text of the proposed treaty action

**Background information:** 

Country political brief and country fact sheet

List of other treaties with Singapore

# NATIONAL INTEREST ANALYSIS: CATEGORY 2 TREATY

# SUMMARY PAGE

#### Agreement between the Government of Australia and the Government of the Republic of Singapore concerning the Use of Shoalwater Bay Training Area and the Use of Associated Facilities in Australia

#### Nature and timing of proposed treaty action

1. The proposed Agreement will enter into force when Australia and Singapore exchange Notes pursuant to Article 20 confirming that all domestic requirements to give effect to the Agreement have been met.

2. Subject to the Joint Standing Committee on Treaties recommendation, it is proposed that notification will occur as soon as practicable after 18 August 2005.

3. Once in force, the proposed Agreement will replace the previous 1999 Agreement with Singapore concerning the Use of the Shoalwater Bay Training Area and the Associated Use of Storage Facilities in Australia (the 1999 Agreement) [2000] ATS 7, which expired on 31 December 2004.

4. Tabling before Parliament is with the agreement of both parties given that it will occur prior to execution. Signature of the proposed Agreement will occur at a time and place mutually convenient to both parties.

5. Due to the expiration of the 1999 Agreement and the fact that the proposed Agreement will not enter into force until later this year, the parties have mutually determined by way of an Interim Arrangement, that they will conduct their affairs in accordance with the terms of the final agreed text of the proposed Agreement, pending its entry into force. This will allow the efficient and effective planning of the 2005 use of Shoalwater Bay Training Area (SWBTA).

#### Overview and national interest summary

6. Once in force, the proposed Agreement will allow for continuation of the use of SWBTA and the associated facilities by the Singapore Armed Forces (SAF), which has been ongoing since 1995. Access to SWBTA is greatly valued by Singapore given their lack of domestic training areas and is a major element of our contribution to the bilateral relationship. The SAF also have access to RAAF Base Pearce for pilot training, the Army Aviation Centre at Oakey for helicopter training, and conduct fighter deployments to Darwin, Townsville and Amberley. Bilateral agreements and arrangements are used to regulate these deployments also.

7. Use of SWBTA under the Agreement is part of Australia's broader policy to allow access to Australian Defence Force (ADF) facilities by the SAF. Permitting access to SWBTA by the SAF benefits Australia by enhancing the bilateral defence relationship with Singapore, improving the effectiveness of the SAF as an exercise and training partner, and promoting Australia's broader policy of increasing regional security.

#### Reasons for Australia to take the proposed treaty action

8. The training exercises conducted by the SAF at SWBTA under the Agreement are unilateral, hence there is no immediate benefit to the ADF. However, just as access is vital to the SAF to enable them to develop and maintain their military capability, there are also significant benefits to Australia from the access. The SAF is a significant exercise partner, which possesses highly sophisticated technology, some of which is not in service with the ADF. If the SAF is able to develop their capability through training in Australia, this improves the benefit to Australia in exercising with them. Many of the assets used at SWBTA, in particular aircraft, are employed elsewhere in bilateral and multilateral exercises involving Australia.

9. Heightened SAF capability is also of benefit to Australia in that it makes the SAF more effective as a coalition partner and as a contributor to regional security. Granting access to SWBTA is part of Australia's contribution to the broader bilateral defence relationship with Singapore. Australia gains considerable benefits from this relationship, for example through access to SAF facilities in Singapore and to SAF courses. Providing access by the SAF to SWBTA for these reasons is consistent with Australia's broader policy of regional engagement, whereby positive defence relations with countries in the region are sought. These relationships develop ADF military capability and help to support ADF partnerships in the region, which is vital for the promotion of Australia's strategic objectives. The proposed Agreement will also benefit local industry through increased access to commercial arrangements with the SAF.

10. Due to the ongoing use of SWBTA by the SAF since 1995, non-renewal of the proposed Agreement could jeopardise Australia's long standing political, defence and trade relationship with Singapore. This is particularly so in light of the fact that the proposed Agreement is broadly similar to the 1999 Agreement. The proposed Agreement will maintain existing requirements under the 1999 Agreement, including those governing notification and approval of a detailed concept of training prior to the planned SWBTA utilisation dates, environmental assessment of training and environmental restoration works on completion to ensure the sustainable use of SWBTA, and full cost recovery.

11. The proposed Agreement maintains the limit of 6600 troops and allows for a small increase in the number of vehicles that may be deployed to SWBTA. This number is regarded as being environmentally sustainable by Australian Defence environmental managers. The proposed Agreement establishes an Environmental Monitoring Group for the purposes of monitoring adherence to the environmental compliance conditions and also contains provisions on training and workplace safety to formalise current practice. The proposed Agreement also contains provisions on how claims will be handled by the parties in order to bring the Agreement into line with current practice for agreements of this type.

12. For the above reasons, it is appropriate to bring the proposed Agreement into force, to allow SAF access to SWBTA to continue beyond 2004, which is when the 1999 Agreement lapsed.

# Obligations

13. Article 3 deals with access to and use of SWBTA. Australia is obliged to provide access to SWBTA to Singapore for one period of not more than 45 days between August and December each calendar year for training. The maximum number of SAF personnel that may

deploy in any one allocated period is 6600. The maximum number of vehicles that may deploy is 150 "A" and "C" vehicles combined; 250 "B" vehicles; 30 "Other" vehicles, and 70 Motorcycles. "A vehicles", "B vehicles", "C vehicles", "Other vehicles", and "Motorcycles" are defined in Article 1 of the proposed Agreement. Australia is required to inform Singapore as soon as possible if SWBTA becomes unavailable during the allocated period, and must use its best endeavours to identify suitable alternative arrangements. Australia will not be responsible for any costs incurred by Singapore should SWBTA become unsuitable or unavailable for SAF training.

14. Article 4 requires the Australian Department of Defence (ADOD) to allocate support staff to assist the SAF and to coordinate the facilitation of all ADOD planning and support to the SAF. The SAF shall pay the costs for ADOD support staff travel, subsistence and allowances that are incurred in performing duties specifically related to assisting the SAF.

15. Article 5 requires the ADOD to provide a liaison officer to brief the SAF on relevant ADOD rules and regulations pertaining to the Agreement and the Exchange of Notes constituting a Status of Forces Agreement between Australia and Singapore [1988] ATS 6 (the SOFA). The liaison officer observes the implementation of the concept of training during the allocated period. The liaison officer shall not intervene in the conduct of a SAF training activity, but may prohibit, suspend or cause to stop immediately the SAF training activity if in the liaison officer's opinion, in consultation with the relevant SAF commander, it is necessary to do so for reasons of safety or security. Australia will not be responsible for any costs incurred by Singapore in such circumstances. The ADOD shall allow the SAF use of the Operational Technical Facility (OPTEC) at Rockhampton Airport in order to facilitate and support SAF training. If the ADOD is unable to provide the SAF use of OPTEC, the ADOD shall make best endeavours to provide the SAF with suitable alternative facilities. The use of such facilities is subject to cost recovery.

16. Article 6 permits a SAF Army Detachment of a maximum of seven personnel plus their dependants to remain in Australia to supervise the storage and maintenance of vehicles, equipment and ammunition. The SAF are responsible for arranging all necessary support requirements of the SAF Army Detachment and their dependants.

17. Article 7 requires the SAF to provide details of their proposed training each year in the form of a Concept of Training. Once approved, no changes may be made by the SAF without further Australian approval being obtained in writing. The ADOD is required to advise the SAF as soon as practicable if any areas of SWBTA are unavailable for use. SAF training at SWBTA shall be conducted in accordance with the same rules, procedures and limitations applied to ADOD training activities at SWBTA, details of which shall be provided to the SAF. SAF training at SWBTA shall not be undertaken unless compliance with these rules can be assured to the satisfaction of Australia.

18. Article 8 deals with environmental considerations. Under this article, the Parties acknowledge that the SWBTA is an environmentally sensitive area and notes that all access to and use of the area is dependant on environmental and weather conditions. Such constraints may require cancellation or reduction of the allocated period by the ADOD, or the activity level, or the imposition by the ADOD of environmental compliance requirements additional to those previously advised to the SAF, with which the SAF is obliged to comply. The SAF must ensure that its personnel are appropriately briefed on the ADOD's environmental policy. All SAF training shall be subject to environmental impact assessment, monitoring and post exercise environmental remediation, restoration and rehabilitation. The SAF is obliged to

provide information to assist Australia to understand the full impact of exercising in the area and to facilitate the assessment process. Singapore shall pay Australia for the cost of all assessments, monitoring and environmental remediation, restoration and rehabilitation. The SAF and ADOD shall also establish and operate an Environmental Monitoring Group for the purposes of monitoring adherence to the environmental compliance conditions. The ADOD and the SAF will jointly inspect the training area before and after the SAF's training to determine the quantum of any environmental damage. The ADOD shall determine the environmental remediation, restoration and rehabilitation works which are required to restore SWBTA to the ADOD's satisfaction, benchmarked on pre-exercise inspections. Singapore is to pay for all environmental studies and restoration that may be required.

19. Article 9 deals with security. All the associated facilities in Australia used by the SAF shall remain at all times subject to Australian security and legal requirements. Singapore shall be responsible for any increased charges incurred by the ADOD as a result of providing security for facilities used by the SAF. The ADOD shall provide details of, and the SAF shall observe, all applicable ADOD security policies and procedures. The SAF must inform the ADOD immediately of any known or suspected security breach or compromise and shall cooperate in relation to any Australian investigation. When requested by the ADOD, the SAF must conduct an investigation and report its findings and recommendation to the ADOD. In the event of non-compliance by the SAF with any Australian laws or security policies, for which immediate remedial action is necessary for reasons of security or safety, the ADOD may take such remedial action and Singapore shall be responsible for the costs incurred by the ADOD.

20. Article 10 requires the SAF to appoint a Director of Exercise who shall have overall command and control of all SAF personnel present in Australia pursuant to the Agreement. The SAF shall require all SAF personnel to adhere to all ADOD directions while present in Australia.

21. Article 11 requires the SAF to notify the ADOD of all safety appointments concerned with the conduct of live fire training in SWBTA. The SAF must notify the ADOD of any accident or incident involving SAF personnel, materiel and equipment in SWBTA. The SAF must ensure that all training is conducted in accordance with the requirements as advised by the ADOD. The ADOD shall appoint a Workplace Health and Safety consultant to assist the SAF.

22. Article 12 requires all SAF personnel and dependants to be medically and dentally fit prior to arrival in Australia. The SAF must ensure that all relevant Australian laws, including quarantine laws are complied with. The SAF is to advise the ADOD immediately if the activities of the SAF have the potential to introduce an infectious disease into Australia.

23. Article 13 deals with storage and movement of SAF vehicles, equipment, ammunition (including explosives) and materiel. Article 13 requires Australia to provide or approve storage facilities for use by the SAF. The movement of vehicles, equipment, weapons and ammunition within Australia are subject to Australian laws and ADOD regulations and security policies, as advised by the ADOD.

24. Article 14 provides that the SAF shall not undertake any building work associated with the storage facilities without Australia's prior approval. The ADOD shall be responsible for arranging contracts for any such building work. All work shall meet applicable Australian standards and the SAF shall be responsible for the full costs of such building work.

25. Article 15 requires Singapore and its contractors to demonstrate a practical commitment to supporting Australian commercial enterprises (ACEs). The ADOD will determine what companies constitute an ACE for the purposes of this Agreement. Singapore must also ensure that, where practical, contracting and sub-contracting opportunities are offered to Central Queensland Local Industry Providers as a priority. Article 15 also requires the parties to protect Commercial-in-Confidence information that is provided by the other party.

26. Article 16 deals with maintenance support. Singapore is obliged to outsource set minimum levels of maintenance of its vehicles to ACEs, subject to some exceptions.

27. Article 17 deals with finance and lists the personnel, goods and services which Singapore is required to pay for on a full cost recovery basis. The ADOD will advise the SAF of the estimated costs, based on the SAF's detailed Concept of Training, for the provision of ADOD support and services prior to commencement of SAF training. The SAF will deposit the estimated amount into the bank account nominated by the ADOD prior to the commencement of training with the balance to be paid or refund made as the case may be at the conclusion of the training.

28. Article 18 sets out how claims will be handled by the parties. The SOFA is to apply subject to a few variations. Singapore will make full compensation in accordance with the applicable law to the Federal, State, Territory or local government concerned for damage to its property. Due to the unilateral nature of the training, the Agreement provides that with respect to third party claims, Singapore will be liable for 100% of claims for which they are responsible, rather than the 75/25 apportionment provided for in the SOFA. Article 18 also sets out how contractual claims will be handled. Where one party contracts solely on its own behalf, the party awarding the contract is responsible for claims. For contracts where one party has contracted on behalf of the other party, the party on whose behalf the contract was awarded will pay claims. Liability will be reduced proportionally to the extent that any negligence of the contracting party contributed to the claim. With respect to contracts awarded on behalf of both parties, the parties will share the costs of claims in the same ratio as costs are shared in the contract.

29. Article 19 deals with settlement of disputes and requires that disputes be settled by negotiation between the parties, and not through recourse to a third party.

# Implementation

30. No legislation is required to give effect to Australia's obligations under the Agreement. The Agreement will not effect any change to the existing roles of the Commonwealth and the States and the Territories.

# Costs

31. The Agreement does not impose any foreseeable direct financial costs on Australia, nor does Australia receive any financial benefit under the Agreement. All support provided by Australia to activities under the Agreement is on a full cost recovery basis. Article 17 provides for cost recovery for administrative support, storage facilities, supplies, the provision of liaison officers and the conduct of environmental assessments and reparations. Article 20 ensures that the termination or expiration of the Agreement will not extinguish any debts incurred while the Agreement was in force.

# **Regulation Impact Statement**

32. The Office of Regulation Review (Productivity Commission) has been consulted and confirms that a Regulation Impact Statement is not required.

#### Future treaty action

33. The Agreement does not provide for the negotiation of any future legally binding instruments. The Agreement does not elaborate procedures for amending the Agreement. Consistent with Article 39 of the *Vienna Convention on the Law of Treaties* (VCLT), the Agreement may be amended by agreement between the parties. The rules laid down in Part II of the VCLT would apply to such an agreement. Any amendment to the provisions of the Agreement would be subject to Australia's domestic treaty process, including tabling before Parliament.

# Withdrawal or denunciation

34. Unless terminated earlier, the Agreement will remain in force until the removal of all SAF personnel, vehicles, equipment, weapons and explosives associated with the SAF training at SWBTA from Australia by 31 December 2009, or until other arrangements to be mutually determined between the Parties providing for their disposition come into effect, if earlier (Article 20(1)).

35. The Agreement may be terminated by either party giving written notice of its intention to do so, in which case it shall terminate twelve (12) months after the date of receipt of the notice of termination. The Parties may mutually consent to the termination of the Agreement at any time (Article 20(2)). Any decision to terminate the Agreement will be subject to Australia's domestic treaty process.

36. The provisions relating to costs and claims shall remain in force until all costs due to either party, incurred under the Agreement, have been recovered (Article 20(3)). The provisions relating to security and compliance with laws, policies, procedures and directions will remain in force while any SAF personnel, vehicles, weapons, ammunition or equipment associated with SAF training at SWBTA remain in Australia.

# **Contact Details**

ASEAN Team International Policy Division Department of Defence

#### Agreement between the Government of Australia and the Government of the Republic of Singapore concerning the Use of Shoalwater Bay Training Area and the Use of Associated Facilities in Australia

#### CONSULTATION

1. The States and Territories have been consulted regarding the proposed Agreement through the Standing Committee on Treaties' (SCOT) Schedule of Treaty Action, and no comment has been received to date. The Agreement does not require State or Territory cooperation for its domestic implementation.

2. In addition to consultation through SCOT, the Australian Department of Defence (ADOD) has conducted wider public consultation. In June 2004, the attached letter was sent to the following interested parties advising them of negotiations to extend the proposed Agreement and inviting comment.

The Premier of Queensland Mayor of Rockhampton Director-General, Department of State Development & Innovation Mayor, Livingstone Shire Mayor, Gladstone Shire Rockhampton Chamber of Commerce Rockhampton Regional Development Rockhampton Enterprise Centre Federal Member for Capricornia State Member for Rockhampton Rockhampton Tourist and Business Information

3. To date, only the Rockhampton Regional Development (RRD) representing Rockhampton & Capricorn Coast Chambers of Commerce has responded. The RRD was supportive and mentioned wishing to gain further involvement for local business in the provision of goods and services.

4. The issue raised by the RRD above has been incorporated into the proposed Agreement. Article 15 (Commercial support arrangements) was amended to require the SAF to ensure, where practical, that contracting and sub-contracting opportunities are offered to Central Queensland Local Industry Providers (LIPs) as a priority. The SAF are also required to provide the ADOD with a report containing a breakdown of expenditure for the past year, including details of the degree of involvement of Central Queensland LIPs.



Australian Government

**Department of Defence** Corporate Services & Infrastructure Group Corporate Services & Infrastructure - SQ

Corporate Services & Infrastructure South Queensland Bldg S7 Gallipoli Bks Enoggera Qld 4003

# [Addressee]

You may be aware that the current Agreement between the Governments of Australia and Singapore, which determines the use of Shoalwater Bay Training Area (SWBTA) by the Singapore Armed Forces (SAF), will expire on the 31<sup>st</sup> of December 2004. The Department of Defence is currently developing a revised Agreement for negotiation with Singapore.

Access to the SWBTA is greatly valued by Singapore and is a major element of our bilateral relationship. In line with the current Agreement, the new Shoalwater Bay Agreement will permit access by the SAF to the SWBTA for a period of 45 days each year from 2005 to 2009, during which time the SAF will conduct exercises involving their ground and air assets. We anticipate that the number of personnel and vehicles able to enter SWBTA will also remain the same. Under the new Agreement we will encourage the SAF to offer, as a priority, contracting and sub-contracting opportunities to Central Queensland small and medium enterprises. Importantly, we will also incorporate further detail regarding planning, coordination and training safety.

Noting the need to protect the sensitive environment at the SWBTA, the new Agreement will look to incorporate further detail regarding the education of SAF personnel on environmental issues and need for compliance. We are also looking to improve on the mechanisms under the current Agreement to manage these issues and ensure we have flexibility to introduce new procedures/requirements throughout the life of the Agreement.

My staff and I would be happy to discuss this matter with you should you have any comments or queries. I note also that the Joint Standing Committee on Treaties will call for submissions from interested individuals and organisations as part of their consideration of the agreed text once it has been tabled in Parliament.

Yours Sincerely

Paul Watson Regional Manager Corporate Support and Infrastructure – South Queensland Tel: (07) 3332 6100 June 2004

#### SINGAPORE POLITICAL BRIEF

1. Singapore is a republic with a parliamentary system of Government and an elected President as the Head of State. Parliament is unicameral and has 84 elected members, one Non-Constituency MP and nine Nominated MPs. The political scene in Singapore has been dominated by the People's Action Party (PAP) since 1959. The party has won ten general elections in succession. The population of 4 million (2000 census data) comprises three major ethnic populations: Chinese (77 per cent), Malay (14 per cent), and Indians (8 per cent). The official languages of Singapore are Malay, Chinese (Mandarin), Tamil and English. Malay is the national language and English is the language of administration.

2. Singapore has an open economy, with strong service and manufacturing sectors and excellent international trading links. Located at the crossroads of international trade routes, Singapore is the most economically successful and prosperous country of South East Asia. Since Singapore's independence in 1965, it has generally maintained strong GDP growth. Singapore's major industries include petroleum refining, electronics, oil drilling equipment, rubber products, processed food and beverages, ship repair, entrepot trade, financial services and biotechnology. Singapore is currently moving to reduce its reliance on the manufacture and export of electrical products by developing its chemical and petrochemical industries.

3. Singapore was a founding member of ASEAN. It is also a member of the United Nations, the Commonwealth, the World Trade Organization, APEC and the Non-Aligned Movement.

4. Singapore and Australia have a strong and productive bilateral relationship based on long-standing political, defence, educational, trade, tourism and Commonwealth links and a shared strategic outlook. Defence links with Singapore are significant and cooperative, based in part on our shared interest in enhancing regional security. A key element of the relationship is the access to Australian-based training areas provided to the Singapore Armed Forces. Singapore and Australia are both members of the Five Power Defence Arrangements.

5. Singapore is our largest trade and investment partner in ASEAN, and our eighth largest merchandise trading partner overall. In 2004, merchandise exports to Singapore were valued at A\$3.26 billion and imports were A\$6.23 billion. Australian services exports to Singapore were valued at A\$2.24 billion in 2003-04 and services imports were valued at A\$2.63 billion. Singapore was our sixth largest source of short-term visitors in 2004 (251,100 visitors).

6. Australian investment in Singapore was A\$11.9 billion as at 31 December 2003 and Singaporean investment in Australia was A\$22.1 billion. Some of the most notable non-real estate investments over recent years include Singtel's acquisition of Optus in 2001, Singapore Investment Corporation's acquisition of the Mayne Group's portfolio of private hospitals in 2003, and Singapore Power's purchase of the TXU Corporation's assets in Victoria and South Australia in 2004.



# SINGAPORE

#### General information:

Capital:	Singapore	н
Surface area:	1 thousand sq km	Н
Official languages:	Malay; Chinese (Mandarin); Tamil; English	
Population:	4.2 million (2003)	н
Exchange rate:	A\$1 = S\$ 1.1881 (Jun 2004)	Н

Head of State: H.E. President Mr S R Nathan

**Head of Government:** H.E. Prime Minister Mr Lee Hsien Loong

#### Recent economic indicators:

	1999	2000	2001	2002	2003(a)	2004(b)
GDP (US\$bn):	82.4	92.6	86.0	88.3	91.3	98.4
GDP per capita (US\$):	21,280	23,070	20,820	21,180	21,790	23,310
Real GDP growth (% change YOY):	6.8	9.7	-1.9	2.1	1.1	6.6
Current account balance (US\$m):	15,184	13,280	16,137	18,704	26,352	22,036
Current account balance (% GDP):	18.4	14.3	18.8	21.2	28.8	22.4
Goods & services exports (% GDP):	169.4	193.0	189.3	189.5	206.4	218.4
Inflation (% change YOY):	0.0	1.3	1.0	-0.4	0.5	1.7
Unemployment rate (%):	3.5	3.0	3.3	4.3	4.8	4.2



#### Australia's trade relationship with Singapore:

Major Austra	alian exports, 2003-2004 (	(A\$m):		Major Aust	ralian imports, 20	03-2004 (	A\$m):	
Crude petr	Crude petroleum 981			Refined petroleum			2,066	
Non-monet	tary gold	303					505 251	
Refined pe	troleum	173						
Meat (excl.	bovine)	118		Musical instruments Organo-inorganic compounds			212	
Milk and cr	eam	99					156	
Australian n	nerchandise trade with Si	ngapore, 2003-2004	:		Total share:	Rank:	Growth (yoy):	
Exports to	Singapore (A\$m):		3,056		2.8%	9th	-34.4%	
Imports fro	m Singapore (A\$m):		5,107		3.9%	6th	16.9%	
Total trade	(exports + imports) (A\$m):		8,163		3.4%	8th	-9.6%	
Merchandis	se trade deficit with Singap	ore (A\$m):	2,051					
Australia's t	rade in services with Sing	gapore, 2003-2004:			Total share:			
Exports of	services to Singapore (A\$r	n):	2,204		6.5%			
Imports of	services from Singapore (A	\$m):	2,585		7.5%			
Services tra	ade deficit with Singapore	(A\$m):	381					
Singapore	's global trade relation	ships:						
Singapore's principal export destinations, 2003:				Singapore's principal import sources, 2003:				
1	Malaysia	15.8%		1	Malaysia		16.8%	
2	United States	14.3%		2	United States	6	14.1%	
3	Hong Kong	10.0%		3	Japan		12.0%	
4	China	7.0%		4	China		8.7%	
5	Japan	6.7%		5	Taiwan		5.1%	
9	Australia	3.2%		14	Australia		1.7%	

Compiled by the Market Information and Analysis Section, DFAT, using the latest data from the ABS, the IMF and various international sources. (a) all recent data subject to revision; (b) EIU forecast.

# LIST OF OTHER TREATIES WITH SINGAPORE

- Agreement between the Governments of the Federation of Malaya and the State of Singapore and the Government of the Commonwealth of Australia concerning the Exchange Postal Parcels subject to Trade Changes between Malaya and Christmas Island [1962] ATS 15
- Agreement between the Governments of the Federation of Malaya and the State of Singapore and the Government of the Commonwealth of Australia concerning the Exchange of Parcels by Parcel Post between Malaya and Christmas Island [1962] ATS 15
- Agreement with the Republic of Singapore relating to Air Services [1967] ATS 25
- Agreement with the Republic of Singapore for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income [1969] ATS 14
- Exchange of Notes constituting an Agreement with the Republic of Singapore regarding External Defence under the Five Power Defence Arrangements [1971] ATS 21
- Exchange of Letters constituting an with the Republic of Singapore Extending the Operation of Article 18 (3) of the Agreement for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income of 11 February 1969 [1975] ATS 18
- Cultural Agreement with the Republic of Singapore [1975] ATS 34
- Exchange of Notes constituting an Agreement amending the Agreement relating to Air Services of 3 November 1967
  [1976] ATS 6
- Exchange of Notes constituting an Agreement to further extend the operating of Article 18(3) of the Agreement for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income of 11 February 1969 [1981] ATS 31
- Exchange of Notes constituting an Agreement with the Republic of Singapore amending the Agreement concerning the Provision of Treatment in Singapore Hospitals for Asian Residents of Christmas Island, 1968
  [1982] ATS 16
- Exchange of Notes constituting an Agreement with the Republic of Singapore to Terminate the Agreement concerning the Provision of Treatment in Singapore Hospitals for Asian Residents of Christmas Island of 27 June 1968 [1985] ATS 31
- Exchange of Notes constituting an Agreement with the Republic of Singapore concerning the Status of Forces
  [1988] ATS 6

- Exchange of Notes constituting an Agreement to Further Extend the Operation of Article 18(3) of the Agreement with the Republic of Singapore for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income of 11 February of 1969
  [1989] ATS 26
- Exchange of Notes with the Republic of Singapore constituting an Agreement concerning Cooperation on the Physical Protection of Nuclear Material [1989] ATS 34
- Protocol amending the Agreement with the Republic of Singapore for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income of 11 February 1969 [1990] ATS 3
- Agreement with the Republic of Singapore concerning the Use of Shoalwater Bay Training Area and the Associated Use of Storage Facilities in Australia [1995] ATS 14
- Agreement with the Republic of Singapore for the Reciprocal Protection of Classified Information Transmitted between the Australian department of defence and the Singapore Ministry of Defence [1997] ATS 18
- Agreement with the Republic of Singapore concerning the Location of the RSAF Helicopter Squadron at the Army Aviation Centre, Oakey (Queensland) [1997] ATS 25
- Exchange of Notes constituting an Agreement to amend the Agreement with the Republic of Singapore concerning the Use of Shoalwater Bay Training Area and the Associated Use of Storage Facilities in Australia of 17 February 1995 [1999] ATS 5
- Agreement with the Republic of Singapore concerning the Use of Shoalwater Bay Training Area and the Associated Use of Storage Facilities in Australia
  [2000] ATS 7
- Mutual Recognition Agreement on Conformity Assessment with the Republic of Singapore [2001] ATS 9
- Singapore-Australia Free Trade Agreement (SAFTA) [2003] ATS 16
- Singapore-Australia Free Trade Agreement (SAFTA) Amendments

# **NOTE:** There are no similar treaties with other countries regarding unilateral use of Australian Department of Defence facilities.

May 2005