



Australian Government
Australian Trade and Investment Commission

Enterprise
Singapore

MEMORANDUM OF UNDERSTANDING

BETWEEN

**AUSTRALIAN TRADE AND INVESTMENT
COMMISSION**

AND

ENTERPRISE SINGAPORE

**TO ENHANCE COOPERATION IN TRADE
AND INVESTMENT PROMOTION IN AREAS
OF MUTUAL INTEREST UNDER THE
SINGAPORE-AUSTRALIA
GREEN ECONOMY AGREEMENT**

The Australian Trade and Investment Commission (Austrade), and Enterprise Singapore (EnterpriseSG), hereinafter referred to individually as the “**Participant**” and collectively as the “**Participants**”.

Aiming to leverage and enhance trade and investment opportunities between Singapore and Australia in areas of mutual interest under the Singapore- Australia Green Economy Agreement (GEA) by pursuing joint projects that:

- a. Promote and facilitate trade and investment in priority green economy sectors, and
- b. Facilitate business matching and promotion of opportunities in the green economy between Singapore and Australia.

Noting the mutual interest and benefits to the Participants on the growth and development of the green economy sector in their respective countries, and to foster closer collaboration and exchange of opportunities, information, businesses and talents pertaining to the same in accordance with this Memorandum of Understanding (hereinafter referred to as “**this MOU**”); and

HAVE REACHED the following understandings on a broad cooperation framework:

PARAGRAPH 1 SCOPE OF COLLABORATION

The Participants intend to cooperate to promote and facilitate trade and investment in the following priority green economy sectors identified in the GEA including renewable and clean energy, hydrogen, agribusiness and food, infrastructure and circular economy.

The participants will facilitate business to business engagements and partnerships in priority green economy sectors in Singapore and Australia through joint initiatives and events, including business roundtables and trade and investment business missions.

Further details of the activities of cooperation including potential initiatives and projects in these sectors, timeframes of project implementation, stakeholders to be engaged, and a future plan of proposed activities, will be outlined and updated in a working level Action Plan which will report into the Governance and Implementation provisions of the GEA.

The Participants can agree to cooperate in additional green economy sectors by including such cooperative initiatives in the working level Action Plan.

PARAGRAPH 2 SPECIFIC AGREEMENTS OR ARRANGEMENTS

Each Participant may, within the limits of its respective laws and regulations, enter into separate written agreements or arrangements with the other Participant or third parties, or both, for the execution of projects or activities within the scope of this MOU.

PARAGRAPH 3 COSTS, EXPENSES AND RESOURCES

Without prejudice to any separate written agreement or arrangement under Paragraph 2, unless otherwise mutually decided upon in writing by the Participants, each Participant will bear its own costs and expenses in implementing this MOU.

PARAGRAPH 4 INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants.
2. The use of the names, logos and / or official emblems of a Participant on any publication, document and / or paper is prohibited without prior written approval of that Participant concerned.
3. The title to, and intellectual property rights in, or in relation to, any document or material supplied by one Participant to the other Participant under this MOU shall remain with the Participant which supplied the document or material. Such title and rights shall be respected and protected by the Participant which received the document or material.
4. Without prejudice to any separate agreement under Paragraph 2, unless otherwise agreed to in writing by the Participants, each Participant shall retain full ownership of all intellectual property rights owned or developed by that Participant.
5. Ownership of any new intellectual property rights in respect of any material jointly developed by the Participants in the course of implementing this MOU shall be mutually agreed by the Participants in writing.
6. For the purpose of this Paragraph, "intellectual property rights" includes all rights in the nature of copyright and related rights, designs, patents, trade secrets, trademarks and related rights.
7. The Participants agree that the provisions of this Paragraph shall remain in effect, notwithstanding the expiration or termination of this MOU.

PARAGRAPH 5 CONFIDENTIALITY

1. Each Participant shall maintain the confidentiality of documents, information and other data exchanged between the Participants for the implementation of this MOU, unless such documents, information and other data are already in the public domain, was already in the possession of the receiving Participant at the time of disclosure by the disclosing Participant, was lawfully obtained by the receiving Participant from a third party under no obligation of confidentiality, was independently developed by the receiving Participant without reference to or reliance on the documents, information and other data of the disclosing Participant, or is required to be disclosed under an order of court or any applicable law, and shall use such documents, information and other data only for the purposes and objectives of this MOU.

2. The Participants acknowledge and agree that the provisions of this Paragraph are reasonable and necessary for the purpose of protecting the goodwill and repute of both Participants. In the event of any breach of this Paragraph, in addition to other remedies available at law or otherwise, the disclosing Participant shall have the right to seek specific performance and other injunctive and equitable relief against the receiving Participant without the need to prove actual damages or posting any bond or other security.

3. The Participants agree that the provisions of this Paragraph shall remain in effect, notwithstanding the expiration or termination of this MOU.

PARAGRAPH 6 AMENDMENTS

Either Participant may make a request in writing for a revision or amendment of any provision of this MOU. Any revision or amendment which has been mutually agreed in writing by the Participants will come into effect on such date as may be mutually agreed by the Participants.

PARAGRAPH 7 ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MOU will take effect on the date of signature by both Participants and will remain in effect for a period of twenty-four (24) months, unless terminated by three months' notice in writing by either Participant prior to the expiry of the initial 24 months, and thereafter will be automatically renewed for another twelve (12) months. The initial term of this MOU may be extended beyond 2 years by written consent of the Participants for such period or periods as the Participants may mutually agree in writing.

2. Notwithstanding Paragraph 7.1, either Participant may terminate this MOU by

giving three (3) months' written notice to the other Participant.

3. The termination of this MOU will not affect the validity, duration, implementation and completion of any project or activity undertaken or decided upon under this MOU prior to the date of termination unless the Participants otherwise mutually agreed in writing.

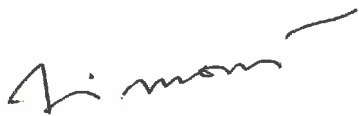
PARAGRAPH 8 NON-BINDING EFFECT OF THIS MOU AND DISPUTE SETTLEMENT

1. Nothing in this MOU will be construed as establishing or implying a partnership, joint venture, agency or other legal relationship between the Participants. With the exception of Paragraph 4 (Intellectual Property Rights) and Paragraph 5 (Confidentiality) of this MOU, nothing in this MOU creates or is intended to create any legally enforceable rights or binding obligations on any person or either Participant under international or national law.

2. The Participants will settle any disputes or disagreement relating to or arising from this MOU amicably through consultations and negotiations in good faith without reference to any international court, tribunal or other forum.

Signed in Australia in duplicate in the English language on 18 October 2022

**For and on behalf of the
Australian Trade and Investment
Commission**



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Xavier Simonet

Chief Executive Officer

**For and on behalf of
Enterprise Singapore**



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Png Cheong Boon

Chief Executive Officer