

CUSTOMS

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

Signed at Singapore December 1, 2014



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

Customs

*Agreement signed at Singapore
December 1, 2014;
Entered into force February 1, 2015.*

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
REGARDING MUTUAL ASSISTANCE
BETWEEN THEIR CUSTOMS ADMINISTRATIONS**

The Government of the United States of America and the Government of the Republic of Singapore, hereinafter referred to as "the Parties";

Considering that offenses against customs laws are prejudicial to the economic, fiscal and commercial interests of their respective countries;

Considering the importance of assuring the accurate assessment of customs duties and taxes;

Recognizing the need for international cooperation in matters related to the administration and enforcement of the customs laws of their respective countries;

Having regard to the international conventions containing prohibitions, restrictions and special measures of control in respect of specific goods;

Recognizing bilateral agreements and arrangements providing for customs cooperation between the Parties; and

Convinced that action against customs offenses can be made more effective by cooperation between their Customs Administrations

Have agreed as follows:

ARTICLE 1

DEFINITIONS

For the purposes of the present Agreement:

1. the term "Customs Administration" means, in the United States of America, United States Customs and Border Protection and United States Immigration and Customs Enforcement, which are both components of the U.S. Department of Homeland Security, and in the Republic of Singapore, Singapore Customs;
2. the term "customs laws" means the laws and regulations administered or enforced by the Customs Administrations concerning the importation, exportation, transit or circulation of goods as they relate to customs duties, and taxes or to prohibitions, restrictions, and other similar controls respecting the movement of controlled items across national boundaries;
3. the term "information" means data in any form, documents, records and reports;
4. the term "offense" means any violation or attempted violation of the customs laws;
5. the term "person" means any natural or legal person;
6. the term "requesting Administration" means the Customs Administration that requests assistance;
7. the term "requested Administration" means the Customs Administration from which assistance is requested.

ARTICLE 2

SCOPE OF AGREEMENT

1. The Parties, through their Customs Administrations shall assist each other in accordance with the provisions of this Agreement, in preventing, investigating, and repressing any offense under customs laws.
2. Nothing in this agreement shall oblige a requested Administration to provide information that is not in its possession. A requested Administration shall consider requests from the requesting Administration to provide information not in the possession of the requested Administration.
3. Each Customs Administration shall execute requests for assistance made pursuant to this Agreement in accordance with and subject to the limitations of its domestic law and regulations and within the limits of its legal authorities, competence, and available resources. This Agreement shall not create any obligations on the Parties to execute a request where the assistance requested falls within the legal authorities and competence of any entity outside of the requested Administration.
4. This Agreement is intended solely for mutual cooperation between the Parties; the provisions of this Agreement shall not give rise to a right on the part of any private person to obtain, suppress, or exclude any evidence, or to impede the execution of a request.
5. This Agreement is intended to enhance mutual cooperation in effect between the Parties. No provision in this Agreement may be interpreted in a manner that would restrict agreements and practices relating to mutual cooperation in effect between the Parties.
6. Nothing in this Agreement shall oblige a Party to recover duties, taxes or penalties on behalf of the other Party.
7. Nothing in this Agreement shall oblige the Parties to modify their laws, policies, practices or procedures.

ARTICLE 3

SCOPE OF GENERAL ASSISTANCE

1. Upon request, a Customs Administration shall provide assistance in the form of information in order to ensure the enforcement of the customs laws and the accurate assessment of customs duties and taxes by the Customs Administrations.
2. Upon request or upon its own initiative, a Customs Administration may provide assistance in the form of information, including but not limited to information concerning:
 - a. methods and techniques of processing passengers and cargo;
 - b. the successful application of enforcement aids and techniques;
 - c. enforcement actions that might be useful to suppress offenses and, in particular, special means of combating offenses;
 - d. new methods used in committing offenses;
 - e. determination of the customs value;
 - f. classification of goods under their customs tariff; and
 - g. determination of the origin of goods.
3. The Customs Administrations shall cooperate in:
 - a. establishing and maintaining channels of communication to facilitate the secure and rapid exchange of information; and
 - b. facilitating effective coordination.
4. The Customs Administrations shall consider cooperation in:
 - a. the testing of new equipment or procedures; and
 - b. any other general administrative matters that may from time to time require their joint action.
5. Upon request, the Customs Administrations shall provide information relating to transportation and shipment of goods showing value, destination, and other relevant information concerning the goods. Such information shall be communicated in writing.

ARTICLE 4

SCOPE OF SPECIFIC ASSISTANCE

1. Upon request, the Customs Administrations shall inform each other whether goods exported from the territory of one Party have been lawfully imported into the territory of the other Party. If requested, the information shall contain the customs procedure used for clearing the goods.
2. Upon request, the Customs Administrations shall inform each other whether goods imported into the territory of one Party have been lawfully exported from the territory of the other Party. If requested, the information shall contain the customs procedure used for clearing the goods.
3. Upon request, and consistent with domestic laws and interests, and subject to available resources, a Customs Administration may provide mutual assistance in support of customs investigations, on a case-by-case basis.
4. Upon request, the Customs Administrations shall furnish to each other information regarding activities that may result in customs offenses within the territory of the other Party. In situations that could involve substantial damage to the economy, public health, public security, or similar vital interest of the other Party, the Customs Administrations, wherever possible, shall supply such information without being requested to do so. Nothing in this Agreement otherwise precludes the Customs Administrations from providing on their own initiative information regarding activities that may result in offenses within the territory of the other Party.

ARTICLE 5

FILES AND DOCUMENTS

1. A requesting Administration may request originals of files, documents, and other materials only where copies would be insufficient. Upon request, the requested Administration shall provide copies of such files, documents, and other materials, certified according to its practice.
2. When computer-based information is requested, the requested Administration may transmit such information in any form. The requested Administration shall supply all information relevant for interpreting or utilizing computer-based information at the same time.
3. If the requested Administration agrees, officials designated by the requesting Administration may examine, in the offices of the requested Administration, information as may be provided by the requested Administration and make copies thereof or extract information therefrom, subject to conditions set forth by the requested Administration.
4. Originals of files, documents, and other materials that have been transmitted shall be returned by a date mutually agreed upon by the Customs Administrations; any rights of the requested Administration or of any entity or individual outside of the requested Administration, relating thereto shall remain unaffected.

ARTICLE 6

COMMUNICATION OF REQUESTS

1. Requests pursuant to this Agreement shall be made in writing directly between officials designated by the Heads of the respective Customs Administrations. Information deemed useful for the execution of requests shall accompany the request. In urgent situations, oral requests may be made and accepted, but shall be promptly confirmed in writing as expeditiously as possible, but no later than 3 business days, based upon the requesting Administration's calendar, from the date of the oral request.
2. Requests shall include as much information as possible to assist the requested Administration in responding, including, but not limited to:
 - a. the name of the authority making the request;
 - b. the nature of the matter or proceedings;
 - c. a brief statement of the facts and offenses involved and a brief description of fact-finding or investigative steps taken;
 - d. the reason for the request; and
 - e. the names and addresses, or other appropriate and available information, regarding the persons and/or entities concerned in the matter, or proceeding, if known.
3. The requested Administration may seek clarification on the request.

ARTICLE 7

EXECUTION OF REQUESTS

1. The requested Administration shall, within the limits of its legal authority, competence and available resources, take all reasonable measures to execute a request and shall endeavor to secure any official measure necessary for that purpose.
2. If the requested Administration is not the appropriate agency to execute a request, it shall promptly transmit it to the appropriate agency and so inform the requesting Administration.
3. The requested Administration may comply with a request that a certain procedure be followed to the extent that such procedure is not prohibited by the domestic law or inconsistent with the policies and practices of the requested Party.
4. Upon request, and subject to the domestic laws of the requesting Party, the requesting Administration shall inform the requested Administration of the outcome of the matter or proceeding for which assistance under this Agreement had been provided.

ARTICLE 8

LIMITATIONS OF USE AND CONFIDENTIALITY

1. Information obtained under this Agreement shall be afforded the same degree of confidentiality by the receiving Party that it applies to similar information in its custody.
2. Information obtained under this Agreement may only be used or disclosed for the purposes specified in this Agreement, including use by the receiving Party in any proceedings subsequently instituted for failure to comply with customs laws. Such information may be used or disclosed for other purposes or by other agencies of the receiving Party if the supplying Customs Administration has expressly approved such use or disclosure in writing.
3. Information received by either Party shall be treated as confidential unless the supplying Party otherwise allows.
4. The requesting Party may disclose, to a defendant in a criminal prosecution, information received under this Agreement that is material to that defendant's innocence or the credibility of witnesses testifying against that defendant in the prosecution to the extent that the law applicable in such a case in the requesting Party so requires. The requesting Party shall notify the requested Party in advance of such proposed disclosure, or, in an exceptional case in which advance notice is not possible, without delay thereafter, but no later than 7 business days from the date of disclosure of the information.
5. This Article shall not preclude the use or disclosure of information exchanged pursuant to this Agreement in connection with terrorism matters where there is an obligation to use or disclose such information under the receiving Party's applicable laws.
6. If data supplied is found to be incorrect or should not have been exchanged, the other Customs Administration should be notified immediately. The Customs Administration that has received such data shall amend or delete it.
7. Information made public in the territory of the receiving Party under paragraphs 2 or 4 of this Article may be used for any purpose.
8. A Customs Administration may decline to provide information requested by the other Customs Administration where the requesting Party has failed to act in conformity with the assurances provided under this Article.

ARTICLE 9

EXEMPTIONS

1. Where a requested Party determines that granting assistance would infringe upon its sovereignty, security, public policy or other substantive national interest, or would be inconsistent with its domestic law and regulations, including any legal requirement relating to non-compliance with assurances regarding limitations on use or confidentiality, it may refuse or withhold assistance, or may grant it subject to the satisfaction of certain conditions or requirements.
2. If the requesting Administration would be unable to comply if a similar request were made by the requested Administration, it shall draw attention to that fact in its request. Compliance with such a request shall be at the discretion of the requested Administration.
3. The requested Administration may postpone assistance on the ground that it will interfere with an ongoing investigation, prosecution, or proceeding. In such instance, the requested Administration shall consult with the requesting Administration to determine if assistance can be given subject to such terms or conditions as the requested Administration may require.
4. In the event that a request cannot be complied with, the requesting Administration shall be promptly notified and provided with a statement of the reasons for postponement or denial of the request. Circumstances that might be of importance for the further pursuit of the matter shall also be provided to the requesting Administration.
5. For requests pursuant to Article 4, paragraph 3, in the event that a request cannot be complied with, the requesting Administration shall be promptly notified, and the requested Administration shall have the discretion whether to provide a statement of the reasons for postponement or denial of the request.

ARTICLE 10

COSTS

1. The requested Party shall normally pay all costs relating to the execution of the request, with the exception of the costs of translation, interpretation and transcription of documents and information, where applicable, which shall be borne by the requesting Party.
2. If during the execution of a request it becomes apparent that completion of the execution of the request will entail expenses of a significant or extraordinary nature, the requested Administration shall have the right to request that the costs relating to the execution of the request be borne by the requesting Administration. In cases of divergence of views, Customs Administrations shall consult each other to determine the terms and conditions under which execution may continue.

ARTICLE 11

IMPLEMENTATION OF THE AGREEMENT

1. The Customs Administrations shall:
 - a. communicate directly for the purpose of dealing with matters arising out of this Agreement;
 - b. after consultation, issue any administrative directives necessary for the implementation of this Agreement; and
 - c. endeavor by mutual accord to resolve problems or questions arising from the interpretation or application of the Agreement.
2. Conflicts for which no solutions can be found will be settled by diplomatic means.
3. The Customs Administrations agree to meet periodically as necessary at the request of either Party in order to review the implementation of this Agreement.

ARTICLE 12

APPLICATION

This Agreement shall be applicable to the Customs territories of both Parties as defined in their domestic legal and administrative provisions.

ARTICLE 13

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force on the first day of the month following the date on which the Parties have notified each other of the completion of the procedures necessary for this purpose.
2. Either Party may terminate this Agreement at any time by notification through diplomatic channels. The termination shall take effect three months from the date of notification of termination to the other Party. Ongoing cooperation at the time of termination shall nonetheless be completed in accordance with the provisions of this Agreement, unless otherwise agreed by the Parties.
3. This Agreement may be amended at any time by mutual written agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE, in duplicate, at
in the English language.

Singapore on 1 Dec 2004

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE:

