

**AGREEMENT BETWEEN**  
**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE**  
**ON THE ESTABLISHMENT OF**  
**THE CHINA CULTURAL CENTRE IN THE REPUBLIC OF**  
**SINGAPORE**

The Government of the People's Republic of China and the Government of the Republic of Singapore (hereinafter referred to singularly as "China" and "Singapore" respectively and collectively as "the Parties") having regard to the Agreement on Cultural Cooperation between the Government of the People's Republic of China and the Government of the Republic of Singapore signed in Beijing on 25 August 2006 and the Memorandum of Understanding between the Government of the People's Republic of China and the Government of the Republic of Singapore on the Establishment of the China Cultural Centre in the Republic of Singapore signed in Singapore on 12 November 2009,

Have agreed as follows:

**ARTICLE 1**

1. China will establish and operate a China Cultural Centre in the Republic of Singapore. The objective of establishing the China Cultural Centre is to foster the exchange and cooperation between China and Singapore in fields such as culture, arts and the creative industries.
2. China and Singapore will cooperate and facilitate the establishment of the China Cultural Centre.
3. The China Cultural Centre shall comprise the land, installations, buildings and premises that the China Cultural Centre occupies at 217 Queen Street, Singapore or at any future premises for its activities.
4. The laws and regulations of the Republic of Singapore shall apply to:
  - (a) the land on which the China Cultural Centre is situated;
  - (b) the installations, building(s), and premises that the China Cultural Centre occupies;

- (c) the establishment of the China Cultural Centre;
- (d) the premises belonging to the China Cultural Centre;
- (e) the operations, functions and activities of the China Cultural Centre;
- (f) the employment of the employees of the China Cultural Centre; and
- (g) all other rights and obligations as provided for under this Agreement.

## ARTICLE 2

China shall ensure that the China Cultural Centre be registered as a society, pursuant to the laws and regulations of the Republic of Singapore. The China Cultural Centre will set up an Executive Board composed of 10 members.

## ARTICLE 3

1. China shall ensure that the composition of the Executive Board of the China Cultural Centre complies with the following requirements:

- (a) Four members of the Executive Board shall be Singapore Citizens.
- (b) Six members of the Executive Board shall be Chinese Citizens. The members of the Executive Board shall be nominated by their respective Governments.

2. After both sides have nominated their respective Executive Board members, the list of nominees shall respectively be approved by each other in writing.

## ARTICLE 4

1. Singapore shall exempt the employees of the China Cultural Centre, who hold Chinese official passports and are appointed by China, from S Pass and Work Permit levies, dependency ratio ceilings and source restrictions, and allow the spouses of such employees of the China Cultural Centre and their unmarried children under the age of 21 years to stay in Singapore on Dependant's Passes.

2. China shall provide Singapore with the necessary particulars of the employees of the China Cultural Centre and their dependants referred to in Article 4(1) at least four (4) weeks in advance before their appointment, in order to facilitate their applications for entry into the Republic of Singapore.

## ARTICLE 5

1. Singapore shall exempt the China Cultural Centre from Additional Registration Fee and excise duty for one China Cultural Centre official car, which shall only be renewed once every four years.

2. Singapore shall remit the property tax payable on one official premise of the China Cultural Centre from the date of tax liability.

3. Singapore shall grant the following tax remissions and exemptions to the China Cultural Centre:

(a) Remission from GST and exemption from duty for imports of goods for the purpose of establishing and building the China Cultural Centre (not including liquor, tobacco and motor vehicles);

(b) Remission from GST and exemption from duty for imports of goods for official use of the China Cultural Centre (not including liquor, tobacco and motor vehicles);

(c) Remission from GST and exemption from duty for imports of reasonable quantities of goods including picture albums, posters, playbills, books, discs, records, teaching equipment, and various other forms of audio-visual products required for the organisation of activities by the China Cultural Centre;

(d) Remission from GST and exemption from duty for imports of movies to be screened on the premises of the China Cultural Centre.

provided that such goods are for official use of the China Cultural Centre and not for subsequent resale or for profit activities in Singapore.

4. The abovementioned items shall not be leased, transferred, used for other purposes or dealt with by other means, unless otherwise approved by the customs authorities of the Republic of Singapore.

## ARTICLE 6

1. Income tax due from the China Cultural Centre and their personnel shall be levied in accordance with the Agreement signed between the Government of the People's Republic of China and the Government of the Republic of Singapore for the Avoidance of Double Taxation with Respect to Taxes on Income and Capital on 11 July 2007 in Singapore.

2. In case of any modifications or supplementations to the agreement stipulated above, the China Cultural Centre and their personnel shall be levied in accordance with the modified or supplemented agreement.

## ARTICLE 7

The China Cultural Centre may not import any objectionable, obscene or prohibited publications and audio-visual materials that fall under the Undesirable Publications Act, Films Act as well as other relevant Singapore laws and regulations. All publications and audio-visual materials imported should also comply with the Media Development Authority's Guidelines for Imported Publications and Audio-Materials.

## ARTICLE 8

In conducting its activities, the content of which is described under Article 9, the China Cultural Centre can establish direct relations with state organs, local authorities, legal non-governmental organisations, and legal and natural persons of the Republic of Singapore. The China Cultural Centre supports culture and art-related social organisations, legal non-governmental organisations, companies and enterprises of the Republic of Singapore in their efforts to organise cultural activities described under Article 9 on the premises of the China Cultural Centre.

## ARTICLE 9

The China Cultural Centre shall have the following functions in compliance with the laws and regulations of the Republic of Singapore:

(a) Organising various cultural activities in conformity with its tenet, including exhibitions, performances, seminars, lectures, and screening of movies and other audio-visual products;

(b) Promoting teaching of Chinese language and culture by conducting various educational activities on its premises;

(c) Setting up libraries, reading rooms, screening rooms and multimedia spaces on the premises within the China Cultural Centre, and providing the general public of Singapore with information services, including books, periodicals and other publications and audio-visual materials about China;

(d) Promoting information on the activities of the China Cultural Centre, and introducing to the public of Singapore the national history and modern development of China, as well as its culture, art, education, science and social life;

(e) Organising other activities that are in conformity with the tenet of this Agreement.

#### ARTICLE 10

The China Cultural Centre shall not engage in profit-seeking activities. However, the Cultural Centre shall have the right to charge appropriate fees for non-profit items listed as follows:

(a) Performances, exhibitions and other cultural activities;

(b) Language and culture-related educational activities;

(c) Catalogues, posters, playbills and other articles directly associated with the activities organised by the China Cultural Centre;

(d) Teahouses and/or cafes for the purpose of showcasing the traditional lifestyle of China.

#### ARTICLE 11

This Agreement may be amended by mutual written consent of the Parties.

#### ARTICLE 12

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this

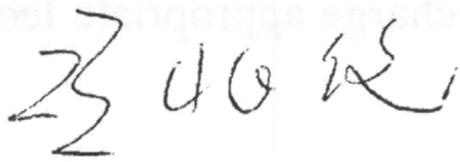
Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through the diplomatic channel.

### ARTICLE 13

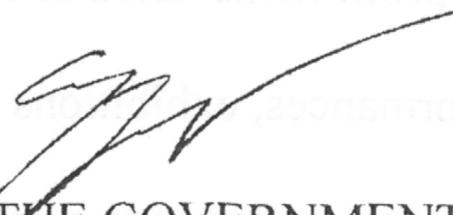
This Agreement shall enter into force on the date of its signature and remain valid unless terminated by either Party giving notice to the other Party in writing three (3) months in advance through the diplomatic channel.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in Singapore on 13 October 2015 in two originals each in the Chinese and English languages, both texts being equally authentic. In the event of any dispute in the interpretation of this Agreement, the English text shall prevail.



FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC  
OF CHINA



FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
SINGAPORE