

[WORKING DRAFT]

**IMPLEMENTATION AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND THE
GOVERNMENT OF THE INDEPENDENT STATE OF PAPUA NEW GUINEA
FOR
COOPERATION UNDER ARTICLE 6 OF THE PARIS AGREEMENT**

The Government of the Republic of Singapore and the Government of the Independent State of Papua New Guinea (hereinafter referred to individually as a “Party” or collectively as the “Parties”),

AFFIRMING the mutual interest of the Parties in developing cooperation in the fields of climate change and sustainability based on the principle of mutual benefits;

RECOGNISING the importance of the Paris Agreement and Sustainable Development Goals and the common concern of the Parties on global environment matters;

RECALLING Articles 4, 6 and 13 of the Paris Agreement, as well as the Article 6.2 Guidance and the Article 13 Guidance;

NOTING that cooperation under Article 6 of the Paris Agreement can raise global ambition in line with the Paris Agreement goals, and can generate sustainable development benefits;

TAKING INTO ACCOUNT the imperatives of a just transition of the workforce, the importance of ensuring the integrity of all ecosystems, including oceans, and the protection of biodiversity;

REAFFIRMING that Parties, when taking action to address climate change, should respect, promote and consider their respective obligations on human rights, the right to health, the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity;

RECALLING Article 6, paragraph 8, of the Paris Agreement and **DESIRING** as close partners to strengthen existing cooperation in the field of climate change and sustainability to maximise realisation of the economic and social benefits, including through the sharing of best practices and capacity-building;

RECALLING the Memorandum of Understanding signed between the Parties on 14 November 2022 in Sharm-El Sheikh, Egypt;

HAVE AGREED as follows:

Article 1. Definitions

1. In this Agreement, the following definitions shall apply:
 - (a) **“Article 6.2 Guidance”** refers to the “guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement”, as set out in the Annex to decision 2/CMA.3;
 - (b) **“Article 13 Guidance”** refers to the “guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement”, as adopted by the CMA in decision 5/CMA.3;
 - (c) **“Authorisation of mitigation activities”** refers to the Joint Committee’s authorisation in order for a mitigation activity to be covered under this Agreement;
 - (d) **“Authorisation for mitigation outcomes”** refers to the Host Country’s authorisation of mitigation outcomes for use towards all purposes, including the use towards the achievement of an NDC and other international mitigation purposes, required for the issuance of ITMOs as set out under paragraph 1 of the Article 6.2 Guidance;
 - (e) **“Biennial Transparency Reports”** or **“BTR”** refers to the reports submitted by a Party to the Paris Agreement pursuant to Article 13 of the Paris Agreement with the modalities, procedures and guidelines referred to in Article 13, paragraph 13, of the Paris Agreement;
 - (f) **“CMA”** refers to the Conference of Parties serving as the meeting of the Parties to the Paris Agreement;
 - (g) **“Corresponding Adjustments”** are adjustments applied by a Party to the Paris Agreement in the context of reporting on its national inventory to avoid double-counting in the implementation of Article 4, paragraph 13, Article 6, paragraph 2, and Article 13, paragraph 7, of the Paris Agreement, in line with Part III of the Article 6.2 Guidance and further relevant decisions adopted by the CMA;

- (h) **“First transfer”** refers to first transfer, as defined under paragraph 2 of the Article 6.2 Guidance;
- (i) **“Host Country”** refers to the State where the mitigation activities are or will be taking place, which in this Agreement refers to the Independent State of Papua New Guinea;
- (j) **“Initial Report”** refers to the Article 6, paragraph 2, initial report referred to in paragraph 18 of the Article 6.2 Guidance;
- (k) **“Internationally Transferred Mitigation Outcomes”** or **“ITMOs”** are mitigation outcomes that have been authorised by a Party to the Paris Agreement for use towards the achievement of an NDC or other international mitigation purposes, as set out under paragraph 1 of the Article 6.2 Guidance;
- (l) **“Joint Committee”** refers to the joint committee established under Article 6 (Joint Committee);
- (m) **“Mitigation outcomes”** are emission reductions and removals, complying with the criteria set out under paragraph 1(a), (b), (c) and (e) of the Article 6.2 Guidance;
- (n) **“Mitigation activity”** or “mitigation activities” refer to the projects or programmes the implementation of which will result in mitigation outcomes;
- (o) **“Nationally Determined Contributions”** or **“NDC”** refers to nationally determined contribution under Article 4, paragraph 2, of the Paris Agreement;
- (p) **“Paris Agreement”** refers to the Paris Agreement, adopted on 12 December 2015;
- (q) **“Project applicant”** is a government, public, State-owned or private entity which is seeking to obtain the Joint Committee’s authorisation for a mitigation activity under this Agreement and satisfies the criteria published by Singapore;
- (r) **“Project participant”** is a project applicant which has obtained the Joint Committee’s authorisation for a mitigation activity under this Agreement;
- (s) **“pre-approved list of offset programmes and methodologies”** refers to the list of offset programmes and carbon crediting methodologies set out in **Annex A**.

2. Any reference to “Articles” and “Annexes” in this Agreement and its Annexes shall be a reference to the Articles of and Annexes to this Agreement, unless otherwise stated.

Article 2. Objectives and Scope of Cooperation

1. The objective of this Agreement is to establish a bilateral framework for the authorisation of mitigation activities under this Agreement, and the authorisation and transfer of ITMOs generated therefrom for use towards the achievement of NDCs, or other international mitigation purposes in line with Article 6 of the Paris Agreement.
2. This bilateral framework will cover mitigation activities that have been authorised by the Joint Committee in accordance with this Agreement.

Article 3. Competent Authorities

1. The Government of the Republic of Singapore authorises the National Climate Change Secretariat, Ministry of Trade and Industry and Ministry of Sustainability and the Environment to act on its behalf to implement this Agreement and achieve its objectives.
2. The Government of the Independent State of Papua New Guinea authorises the Climate Change Development Authority to act on its behalf to implement this Agreement and achieve its objectives.

Article 4. Joint Authorisation of Mitigation Activities and Host Country Authorisation for Mitigation Outcomes

1. The Parties shall establish the necessary processes by which project applicants can submit requests to the Joint Committee for authorisation of their mitigation activities under this Agreement in accordance with **Annexes A** and **B**.
2. The Parties shall further establish the necessary processes by which project participants can obtain Papua New Guinea’s authorisation for the mitigation outcomes generated by the authorised mitigation activities in accordance with **Annex B**.
3. Subject to the conditions and requirements upon which registration was granted, Papua New Guinea shall authorise the mitigation outcomes generated by the registered mitigation activities and apply corresponding adjustments for these mitigation outcomes upon first transfer. Such

authorisation shall be for all purposes, including use towards the achievement of an NDC and other international mitigation purposes.

4. In the event the project participant fails to comply with the conditions on which authorisation of the mitigation activity was granted, the Joint Committee may revoke such authorisation, including the Joint Statement of Authorisation and the Letters of Authorisation issued by both Parties in accordance with **Annex B**, after having given the project participant notice of the intended revocation and a reasonable opportunity to make representations to the Parties and rectify its non-compliance.

5. In the event the project participant fails to comply with the conditions on which authorisation for the mitigation activity was granted, Papua New Guinea may refuse authorisation for the mitigation outcomes generated therefrom for international transfer in accordance with the process set out in **Annex B**.

6. Save in accordance with paragraph 5 of this Article, Papua New Guinea shall not refuse authorisation for mitigation outcomes generated by mitigation activities authorised under this Agreement.

7. Revocation of authorisation of a mitigation activity under paragraph 4 of this Article shall not affect mitigation outcomes that have already been authorised as ITMOs under this Agreement and Papua New Guinea shall ensure that corresponding adjustments are applied in accordance with Article 9 (Corresponding Adjustments).

Article 5. Environmental Integrity

1. Mitigation outcomes generated by authorised mitigation activities and which are authorised under this Agreement shall be consistent with:

- (a) the Article 6.2 Guidance and further relevant decisions adopted by the CMA; and
- (b) the national requirements of the Parties pursuant to Article 6, paragraph 2, of the Paris Agreement.

2. The Joint Committee shall maintain the pre-approved list of offset programmes and methodologies in **Annex A** to guide project applicants and project participants in the identification of mitigation activities that meet the requirements in paragraph 1 of this Article.

Article 6. Joint Committee

1. A Joint Committee, composed of an equal number of representatives from each Party and co-chaired by a senior official designated by each Party, shall be established in accordance with the Terms of Reference set out in **Annex C**.

2. The Joint Committee shall be responsible for overseeing the administration of this Agreement and ensuring its proper implementation. To this end, the Joint Committee shall:

- (a) make recommendations to the Parties and take decisions as provided for in this Agreement, including providing guidance on authorisation pursuant to Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for Mitigation Outcomes), the consistency of mitigation activities with Article 5 (Environmental Integrity) and the arrangements to be undertaken by the Parties' respective registries pursuant to Article 7 (Registry);
- (b) establish rules and guidelines for project applicants and project participants, including on the identification of pre-approved offset programmes and methodologies, forms and templates for project applicants and project participants, and processes and guidelines for the appeal of decisions made by a subsidiary body established by the Joint Committee under paragraph 5 of this Article
- (c) review this Agreement and its Annexes for consistency with the Paris Agreement and the relevant decisions adopted by the CMA, taking into account revisions and updates to Papua New Guinea's NDC, and make recommendations to the Parties on amendments to this Agreement or take decisions on amendments to the Annexes, as provided for in Article 20 (Review and Amendments);
- (d) consider potential areas for the further development of this Agreement, including the written proposals by a Party for any amendment to this Agreement, and make recommendations to the Parties on amendments to this Agreement or take decisions on amendments to the Annexes, as provided for in Article 20 (Review and Amendments);
- (e) facilitate the exchange of information, including on documents issued pursuant to the processes established under Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for Mitigation Outcomes) and changes to domestic laws, regulations, and policies of the respective Parties which may affect the implementation of this Agreement or any mitigation activities authorised thereunder;

- (f) further develop areas of cooperation, which may include regulatory matters and capacity-building;
 - (g) discuss any questions relating to the application or interpretation of this Agreement; and
 - (h) perform such other functions set out in this Agreement and its Annexes.
3. The Joint Committee shall have the power to make binding decisions within the scope of its responsibilities and in accordance with its Terms of Reference set out in **Annex C**.
4. Recommendations and decisions of the Joint Committee shall be adopted by consensus and recorded in written form.
5. The Joint Committee may establish subsidiary bodies and delegate part of its work to such bodies, as appropriate. Project applicants and project participants may appeal the decisions of such subsidiary bodies to the Joint Committee.

Article 7. Registry

1. Each Party shall establish a registry for the purpose of recording and tracking, in line with Part VI of the Article 6.2 Guidance. The respective registries shall be publicly accessible and record the following:
- (a) information on mitigation outcomes derived from mitigation activities approved by the Joint Committee, including their unique identifiers, origin and vintage year, as well as information on authorisation, first transfer, transfers, acquisition and use of such mitigation outcomes towards NDCs or other international mitigation purposes, including voluntary cancellation; and
 - (b) any other information as set out in this Agreement, including its Annexes, or to be decided by the Joint Committee, as well as information as may be required by the Article 6.2 Guidance or further decisions of the CMA.
2. The Parties shall put in place the necessary arrangements to ensure their respective registries are linked on a bilateral basis and with the eligible offset programmes, to ensure that transfers of ITMOs are accurately recorded and to avoid double-counting, while taking into account the relevant recommendations and guidance issued by the Joint Committee.

Article 8. Issuance and Transfer of ITMOs

1. The Parties shall establish the necessary processes by which project participants can submit requests to the Joint Committee for the issuance of mitigation outcomes from authorised mitigation activities and the transfer of ITMOs in accordance with **Annex B**.
2. Following verification of the mitigation outcomes, the ITMOs shall be transferred in accordance with the authorisation granted by Papua New Guinea pursuant to the above process and in accordance with its laws.

Article 9. Corresponding Adjustments

1. Papua New Guinea shall apply corresponding adjustments, in line with the Article 6.2 Guidance and further decisions adopted by the CMA, for all ITMOs upon first transfer.
2. In the event that Papua New Guinea is unable to apply corresponding adjustments in accordance with paragraph 1 of this Article, Papua New Guinea shall resolve the dispute with the project participant in accordance with **Annex D**.

Article 10. Additional Contribution to Overall Mitigation and Adaptation Action

The Joint Committee shall determine any additional contribution to overall mitigation and adaptation action at the point of issuance of the mitigation outcomes, including the cancellation of mitigation outcomes that are not used towards achieving any country's NDC or for other international mitigation purposes, and the relevant procedures for such contribution.

Article 11. Reporting

1. Each Party shall comply with their reporting obligations under the Paris Agreement, including the submission of an Initial Report, BTR (including regular information) and annual information in line with Articles 6 and 13 of the Paris Agreement, the Article 6.2 Guidance, the Article 13 Guidance and other relevant decisions adopted by the CMA.
2. Each Party shall ensure that its submitted reports and information are consistent with this Agreement.

3. The Joint Committee shall determine the relevant processes to ensure alignment between both Parties' submissions.

Article 12. Transparency

1. Each Party shall draw up, keep up-to-date, and publish, in English, on an official government website, an informative list of the following information in a non-discriminatory and easily accessible manner:

- (a) procedures for a project applicant to obtain authorisation for mitigation activities under this Agreement, including the criteria to be satisfied by project applicants pursuant to Article 1.1(q), the requisite forms and documents, and all applicable fees, charges and taxes;
- (b) contact information for the enquiry points, as well as information on how to make enquiries on matters relating to mitigation activities;
- (c) the pre-approved list of offset programmes and methodologies, and accredited verification entities set out in **Annex A**;
- (d) information on mitigation activities that are authorised pursuant to Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for mitigation outcomes), and mitigation outcomes generated and first-transferred thereunder, including documents to be published in accordance with **Annex B**;
- (e) the requirements to be satisfied by project participants in relation to the transfer of ITMOs as a condition for obtaining authorisation for mitigation activities under this Agreement;
- (f) information on Papua New Guinea's utilisation of the contributions to adaptation action made pursuant to Article 10 (Additional Contribution to Overall Mitigation and Adaptation Action) above; and
- (g) such other information as the Parties may mutually agree to publish upon the recommendation of the Joint Committee.

2. Papua New Guinea shall to the extent practicable and in a manner consistent with its laws and regulations and legal system, notify Singapore of

- (a) proposed new or amended laws and/or regulations related to the implementation of this Agreement, as early as possible before the date of their enactment, and provide a reasonable opportunity for relevant stakeholders to comment on the proposed laws and/or regulations, unless such advance notice is precluded; and
- (c) information on the procedure by which a project participant may seek to resolve a dispute with the Host Country in accordance with **Annex D**.

Article 13. Common Concern

The Parties shall make every effort to prevent corruption from arising in the processes under this Agreement. The Parties shall promptly inform each other of any corrupt acts or practices.

Article 14. Fees and Costs

1. Papua New Guinea shall ensure that any fees, charges and taxes imposed by Papua New Guinea on or in connection with applications under Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for mitigation outcomes), or the implementation of any mitigation activities authorised under this Agreement, shall be:

- (a) non-discriminatory; and
- (b) reasonable and not applied with a view to, or with the effect of, creating unnecessary obstacles to the conduct of a mitigation activity or mitigation activities under this Agreement.

2. Papua New Guinea shall also ensure that all such fees and charges be commensurate with the cost of services rendered.

3. Papua New Guinea shall notify Singapore of any changes to such fees and charges in writing, and publish this information pursuant to Article 12 (Transparency) at least three months before such changes take effect. The notification to Singapore shall include an explanation for the relevant changes to such fees and charges.

Article 15. Confidentiality

1. Unless otherwise provided in this Agreement, where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the Party receiving the information shall maintain the confidentiality of the information and use it only for the purposes specified by the Party providing the information, and not disclose it without specific written permission of the Party providing the information.
2. The Parties may discuss and conclude any specific arrangement or agreement between them on the protection of confidential information, which may be derived from cooperation under this Agreement.
3. The provisions of this Article shall remain in effect, notwithstanding the termination of this Agreement.

Article 16. Financial Arrangements

Unless otherwise mutually agreed in writing by the Parties, any expenses incurred in the implementation of this Agreement shall be borne by the Party incurring the expense.

Article 17. 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 Parties.
2. The use of the names, logos and/or official emblems of a Party on any publication, document and/or paper shall be prohibited without prior written approval of that Party concerned.
3. The title to, and intellectual property rights in, or relation to, any document or material supplied by one Party to the other Party under this Agreement shall remain with the Party which supplied the document or material. Such title and rights shall be respected and protected by the Party which received the document or material.
4. Unless otherwise agreed to in writing by the Parties, each Party shall retain full ownership of all intellectual property rights owned or developed by that Party.
5. Ownership of any new intellectual property rights in respect of any material jointly developed by the Parties in the course of implementing this Agreement shall be mutually agreed by the Parties in writing.

6. For the purpose of this Article, “intellectual property rights” includes all rights in the nature of copyright and related rights, designs, patents, trade secrets, trademarks and related rights.

7. The provisions of this Article shall remain in effect, notwithstanding the termination of this Agreement.

Article 18. Entry into Force

The Parties shall notify each other in writing that their respective domestic requirements for the entry into force of this Agreement have been complied with. This Agreement shall enter into force thirty (30) days after the date of the later notification.

Article 19. Status of Annexes

The Annexes to this Agreement shall form part of this Agreement and be read as if they are a part of this Agreement.

Article 20. Review and Amendments

1. The Joint Committee may conduct a review of this Agreement before the end of each NDC implementation period.

2. The Parties may mutually agree in writing, by way of exchange of notes between the Parties through diplomatic channels, to amend any part of this Agreement or the Annexes. Such amendments shall enter into force on such date as may be jointly determined by the Parties.

3. The Joint Committee may also by decision amend the Annexes, and such amendment shall be subject to confirmation by way of exchange of notes between the Parties through diplomatic channels. Such amendments to the Annexes shall enter into force on such date as may be determined in the decision by the Joint Committee.

4. Unless otherwise agreed by the Parties or decided by the Joint Committee (as the case may be) pursuant to this Article, the amendment shall not apply to any mitigation activity that has already been authorised by the Joint Committee pursuant to Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for Mitigation Outcomes) prior to the date of entry into force of such amendment.

Article 21. Dispute Resolution

1. Either Party may, in writing, request consultations with the other Party on the interpretation, application or implementation of this Agreement, including its existence, duration, validity or termination.
2. Where a Party is of the view that a dispute has arisen between the Parties as to the interpretation, application or implementation of this Agreement, including its existence, duration, validity or termination, such Party shall first refer the dispute to the Joint Committee for amicable settlement.
3. If the dispute is not settled by the Joint Committee within 90 days from the date such referral is made to it pursuant to paragraph 2 of this Article (or such longer period as the Parties may agree in writing), the Party which made such referral may submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States in effect as on the date of this Agreement.
4. For greater certainty, nothing in this Article prevents the Parties from, at any time, jointly referring the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes between Two States in effect as on the date of this Agreement.
5. Nothing in this Article prevents the Parties from agreeing at any time to settle a dispute between them concerning the interpretation, implementation or application of this Agreement, including its existence, validity or termination, by any alternative method of dispute resolution of their own choice.

Article 22. Termination

1. The Agreement may be terminated mutually by way of exchange of notes between the Parties through diplomatic channels.
2. Either Party may terminate this Agreement by providing written notice to the other Party through diplomatic channels. Such termination shall take effect at the end of the NDC implementation period during which such notice is provided (i.e. earliest on 1 January 2031, for the NDC implementation period ending 2030), unless the Parties agree otherwise in writing.

3. The termination of this Agreement pursuant to paragraphs 1 and 2 of this Article shall not affect the conduct or completion of any mitigation activity which has been authorised by the Joint Committee or authorised by Papua New Guinea under this Agreement prior to the effective date of termination, unless the Parties agree otherwise in writing. Notwithstanding the termination of this Agreement, the Agreement and its Annexes shall remain operative and in full force and effect in relation to such mitigation activities, unless the Parties agree otherwise in writing.

4. Notwithstanding paragraph 3 of this Article, this Agreement and all registrations under this Agreement shall terminate if any of the Parties withdraws from the Paris Agreement. Such termination shall take effect on the same date as the date on which the Party's withdrawal from the Paris Agreement takes effect.

5. In the event of termination, the Joint Committee shall inform all project participants with ongoing mitigation activities authorised under this Agreement of the termination of this Agreement on or before the date on which such termination takes effect.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement, in duplicate at [...] on the [...] day of [...] in the year [...], in the English language.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE**

**FOR THE GOVERNMENT OF THE
INDEPENDENT STATE OF PAPUA
NEW GUINEA**

.....
[Name]

[Designation]

[Agency]

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