

AGREEMENT FOR COOPERATION IN THE IMPLEMENTATION OF THE PARIS AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND THE GOVERNMENT OF MONGOLIA



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The Government of the Republic of Singapore and the Government of Mongolia (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 in accordance with nationally defined development priorities,

NOTING the importance of ensuring the integrity of all ecosystems, 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 Between the Ministry of Sustainability and the Environment of Singapore and the then-Ministry of Environment and Tourism (whose functions have been assumed by the Ministry of Environment and Climate Change) of Mongolia for Collaboration Under Article 6 of the Paris Agreement signed on 9 June 2023;

HAVE AGREED as follows:

Article 1. Definitions

- 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 Parties' joint authorisation in order for a mitigation activity to be covered under this Agreement;
 - (d) "Authorisation for mitigation outcomes" refers to Mongolia'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) "BTR" refers to "Biennial Transparency 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;
 - "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 doublecounting 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) "Initial Report" refers to the Article 6, paragraph 2, initial report referred to in paragraph 18 of the Article 6.2 Guidance;
- (j) "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;
- (k) "Joint Committee" refers to the joint committee established under Article 6 (Joint Committee);
- "Mitigation activity" or "mitigation activities" refer to the projects or programmes the implementation of which will result in mitigation outcomes;
- (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) "NDC" refers to nationally determined contribution under Article 4, paragraph 2, of the Paris Agreement;
- (o) "Paris Agreement" refers to the Paris Agreement, adopted on 12 December 2015;
- (p) "Pre-approved list of offset programmes and methodologies" refers to the list of offset programmes and carbon crediting methodologies set out in <u>Annex A</u>.
- (q) "Project applicant" is any legal 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; and
- (r) "Project participant" is a project applicant which has obtained the Joint Committee's authorisation for a mitigation activity under this Agreement.

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

- 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.
- This bilateral framework will cover mitigation activities that have been authorised by the Joint Committee in accordance with this Agreement.

Article 3. Competent Authorities

- The Government of the Republic of Singapore has authorised the National Climate Change Secretariat, the Ministry of Trade and Industry and the Ministry of Sustainability and the Environment (and their successor entities, where applicable) to act on its behalf to implement this Agreement and achieve its objectives.
- The Government of Mongolia has authorised the Ministry of Economy and Development and the Ministry of Environment and Climate Change (and their successor entities, where applicable) to act on its behalf to implement this Agreement and achieve its objectives.

Article 4. Authorisation of Mitigation Activities and Authorisation for Mitigation Outcomes

- 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 <u>Annexes A</u> and <u>B</u>.
- The Parties shall further establish the necessary processes by which project participants can obtain Mongolia's authorisation for the mitigation outcomes generated by the authorised mitigation activities in accordance with <u>Annex B</u>.

- 3. Subject to the conditions and requirements on which authorisation of the mitigation activity was granted, including for Monitoring, Reporting and Verification (MRV), Mongolia shall authorise the mitigation outcomes generated by the authorised mitigation activities, contingent upon successful completion of the MRV process. Mongolia shall apply corresponding adjustments for these mitigation outcomes upon first transfer. Such authorisation of the mitigation outcomes shall be valid 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 or requirements 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 <u>Annex B</u>, 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.
- In the event the project participant fails to comply with the conditions or requirements on which authorisation for the mitigation activity was granted, Mongolia may refuse authorisation for the mitigation outcomes generated therefrom in accordance with the process set out in <u>Annex B</u>.
- Save in accordance with paragraph 5 of this Article, the Parties 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 Mongolia shall ensure that corresponding adjustments are applied in accordance with Article 9 (Corresponding Adjustments).

Article 5. Environmental Integrity

- 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.

 The Joint Committee shall maintain the pre-approved list of offset programmes and methodologies in <u>Annex A</u> 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

- 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 <u>Annex C</u>.
- 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 (Authorisation of Mitigation Activities and 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);
 - establish rules and guidelines for project applicants and project participants, including on the identification of pre-approved offset programmes and methodologies, and forms and templates for project applicants and project participants;
 - (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 Mongolia'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 (Authorisation of Mitigation Activities and 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;
- 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.
- The Joint Committee shall have the power to make binding decisions within the scope of its responsibilities. Recommendations and decisions of the Joint Committee shall be adopted by consensus and recorded in written form.
- 4. 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

- Each Party shall establish a registry for the purpose of recording and tracking, in line with Part VI of the Article 6.2 Guidance and the relevant decisions of the Joint Committee. The respective registries shall be publicly accessible.
- The Parties shall put in place the necessary inter-registry arrangements, as deemed appropriate by the Joint Committee, between Singapore, Mongolia and/or the relevant carbon crediting programmes, to ensure that transfers of ITMOs are accurately recorded and to avoid double-counting.

Article 8. Issuance and Transfer of ITMOs

 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 <u>Annex B</u>. Following verification of the mitigation outcomes, the ITMOs shall be transferred in accordance with the authorisation granted by Mongolia pursuant to the above process.

Article 9. Corresponding Adjustments

- Mongolia shall apply corresponding adjustments, in line with the Article 6.2 Guidance and further decisions adopted by the CMA, and in accordance with <u>Annex B</u>, for all ITMOs upon first transfer.
- In the event that Mongolia is unable to apply corresponding adjustments in accordance with paragraph 1 of this Article, Mongolia shall resolve the dispute with the project participant in accordance with Annex D.
- For the avoidance of doubt, the procedure provided under paragraph 2 of this Article is in addition to any other remedies that may be available under this Agreement, international law, the domestic laws of Mongolia, or any contract.

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

- 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.
- Each Party shall ensure that its submitted reports and information are consistent with this Agreement.
- The Joint Committee shall determine the relevant processes to ensure alignment between both Parties' submissions.

Article 12. Transparency

- Each Party shall publish and keep up to date in English, on an official government website, the following information in a manner that is easily accessible to the general public:
 - (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 payments;
 - (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 <u>Annex A</u>;
 - (d) information on mitigation activities that are authorised pursuant to Article 4 (Authorisation of Mitigation Activities and Authorisation for Mitigation Outcomes), and mitigation outcomes generated and first-transferred thereunder, including documents to be published in accordance with <u>Annex B</u>;
 - the requirements to be satisfied by project applicants in relation to the transfer of ITMOs as a condition for obtaining authorisation for mitigation activities under this Agreement;
 - all fees, charges and payments imposed in accordance with Article 14 (Fees, Charges and Payments);
 - information on Mongolia's utilisation of the contributions to adaptation action made pursuant to Article 10 (Additional Contribution to Overall Mitigation and Adaptation Action) above; and
 - (h) such other information as the Parties may mutually agree to publish upon the recommendation of the Joint Committee.
- Mongolia shall to the extent practicable and in a manner consistent with its laws and regulations and legal system, publish:

- (a) new or amended laws and regulations related to the implementation of this Agreement as early as possible before the date of their enactment, in order to enable relevant stakeholders to become acquainted with them; and
- (b) information on the procedure by which a project participant may seek to resolve a dispute with Mongolia in accordance with <u>Annex D</u>.

Article 13. Common Concern

The Parties shall make every effort to prevent corruption from arising in the processes under this Agreement.

Article 14. Fees, Charges and Payments

- Each Party shall ensure that any fees, charges and payments imposed on or in connection with applications under Article 4 (Authorisation of Mitigation Activities and Authorisation for Mitigation Outcomes), or the implementation of any mitigation activities authorised under this Agreement, shall be:
 - (a) non-discriminatory;
 - 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; and
 - (c) commensurate with the cost of services rendered, if imposed in respect of a service rendered by or on behalf of that Party.
- Each Party shall notify the other Party of any changes to such fees, charges and payments in writing. The notification shall include an explanation for the relevant changes to such fees and charges.

Article 15. Confidentiality

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

Article 16. Financial Arrangements

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

Article 17. Intellectual Property Rights

- The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties.
- 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.
- Unless the Parties agree otherwise in writing, each Party shall retain full ownership
 of all intellectual property rights owned or developed by that Party.

- 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.
- 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.
- 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, and shall remain in force and continue to apply to both Parties unless terminated in accordance with Article 22 (Termination).

Article 19. Status of Annexes

The Annexes to this Agreement shall form an integral part of this Agreement.

Article 20. Review and Amendments

- The Joint Committee may conduct a review of this Agreement before the end of each NDC implementation period.
- 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 (Authorisation of Mitigation Activities and Authorisation for Mitigation Outcomes) prior to the date of entry into force of such amendment.

Article 21. Dispute Resolution

- A Party may, in writing, request consultations with the other Party on the implementation of this Agreement, including its existence, validity or termination.
- Where a Party is of the view that a dispute has arisen between the Parties as to the implementation of this Agreement, including its existence, 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 120 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 implementation of this Agreement, including its existence, validity or termination, by any alternative method of dispute resolution of their own choice.

6. For the avoidance of doubt, "implementation of this Agreement" in this Article includes but is not limited to matters involving a Party's authorisation or non-authorisation of mitigation activities or mitigation outcomes; a Party's issuance or non-issuance of mitigation outcomes, or transfer or non-transfer of ITMOs; or a Party's application or non-application of corresponding adjustments."

Article 22. Termination

- The Agreement may be terminated mutually by way of exchange of notes between the Parties through diplomatic channels.
- 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 Mongolia 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 authorisations under this Agreement shall terminate if either Party 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.
- 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, HAVE SIGNED THIS AGREEMENT, IN DUPLICATE at Singapore on the 6th day of October in the year 2025, in the English and Mongolian languages, both texts being equally valid. In the event of any dispute or disagreement, the English language text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

Gan Kim Yong
Deputy Prime Minister and
Minister for Trade and Industry

/Batbaatar Bat Minister of Environment and

FOR THE GOVERNMENT OF MONGOLIA

pal Nyam-Osor

First Deputy Prime Minister and

Minister of Economy and Development

Climate Change

Grace Fu Hai Yien
Minister for Sustainability and
the Environment and
Minister-in-Charge of Trade Relations