



**IMPLEMENTATION AGREEMENT  
PURSUANT TO ARTICLE 6 OF THE PARIS AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE  
AND  
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM**



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The Government of the Republic of Singapore (hereinafter referred to as “Singapore”) and the Government of the Socialist Republic of Viet Nam (hereinafter referred to as “Viet Nam”), 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;

**NOTING** the importance of ensuring the integrity of all ecosystems, including oceans, and the protection of biodiversity;

**REAFFIRMING** that the 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; and

**RECALLING** the Memorandum of Understanding signed between the Ministry of Trade and Industry of the Republic of Singapore and the Ministry of Natural Resources and Environment of the Socialist Republic of Viet Nam on 17 October 2022 in Hanoi, Viet Nam,

**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 Parties’ 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) **“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;
  - (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) **“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);
- (l) **“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;
- (m) **“Mitigation activity”** or **“mitigation activities”** refer to the projects or programmes the implementation of which will result in mitigation outcomes;
- (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 carbon crediting programmes and methodologies”** refers to the list of carbon crediting programmes and carbon crediting methodologies set out in **Annex A** which the Joint Committee shall decide upon and maintain pursuant to Article 5 (Environmental Integrity);

- (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 and by Viet Nam in accordance with their respective domestic laws, regulations and legal systems; and
- (r) **“Project participant”** is a project applicant which has obtained the Joint Committee’s authorisation for a mitigation activity under this Agreement.

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 has authorised the National Climate Change Secretariat, the Ministry of Trade and Industry, the Ministry of Sustainability and the Environment, and the National Environment Agency to act on its behalf to implement this Agreement and achieve its objectives.
2. The Government of the Socialist Republic of Viet Nam has authorised the Ministry of Agriculture and Environment 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 Viet Nam's authorisation for the mitigation outcomes generated by the authorised mitigation activities in accordance with **Annex B**.
3. Subject to the conditions on which authorisation of the mitigation activity was granted, Viet Nam shall authorise the mitigation outcomes generated by the authorised 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 both Parties determine that 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 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 both Parties determine that the project participant fails to comply with the conditions on which authorisation of the mitigation activity was granted, Viet Nam 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, Viet Nam 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 Viet Nam shall ensure that corresponding adjustments are applied in accordance with Article 9 (Corresponding Adjustments).
8. Viet Nam shall not, under any measure adopted on or after the date of:
  - (a) authorisation of the mitigation activity of a project participant (as set out in the Letters of Authorisation in **Annex B**); or
  - (b) authorisation of the ITMOs of a project participant (as set out in the Letters of Authorisation of ITMOs in **Annex B**),

require that such project participant, comply with changes to (i) the conditions for the authorisation of mitigation outcomes generated by the authorised mitigation activity of a project participant that would adversely affect the project participant, and (ii) the conditions for the transfer and use of ITMOs that would adversely affect the project participant.

9. Paragraph 8 shall apply on the date of each authorised mitigation activity of a project participant and each authorised ITMO of a project participant as set out in **Annex B** and remain in effect until the end of the current crediting period, and shall continue to remain in force thereafter, unless either Party notifies the other Party in writing of their intention to disapply paragraph 8 to the authorised mitigation activity or authorised ITMO.

### **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 decide upon and maintain a pre-approved list of carbon crediting 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 and the laws, regulations and legal system of the respective Parties. Updates to the pre-approved list of carbon crediting programmes and methodologies shall be made through the following process:

- (a) The Joint Committee shall agree on any changes to the pre-approved list of carbon crediting programmes and methodologies by electronic means.
- (b) Each Party shall ensure that the most updated pre-approved list of carbon crediting programmes and methodologies is published on an official government website.



## **Article 6. Joint Committee**

1. A Joint Committee, composed 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 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.
3. 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 maintain a registry for the purpose of recording and tracking, in line with Part VI of the Article 6.2 Guidance. The respective registries shall, to the extent practicable and in a manner consistent with each Party's laws, regulations and legal system, 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 establish the necessary inter-registry arrangements with the relevant carbon crediting programmes, in accordance with the guidance of the Joint Committee, to ensure that transfers of ITMOs are accurately recorded and to avoid double-counting.



## **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 and 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 Viet Nam pursuant to the above process and in accordance with its laws, regulations and legal system.

## **Article 9. Corresponding Adjustments**

1. Viet Nam 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 Viet Nam is unable to apply corresponding adjustments in accordance with paragraph 1 of this Article, Viet Nam shall resolve the dispute with the project participant in accordance with **Annex D**.
3. 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 laws, regulations and legal system of Viet Nam, 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**

1. Each Party shall comply with its 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 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 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 carbon crediting programmes and methodologies 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 applicants in relation to the transfer of ITMOs as a condition for obtaining authorisation for mitigation activities under this Agreement;
- (f) all fees, charges and taxes imposed in accordance with Article 14 (Fees, Charges and Taxes);
- (g) information on Viet Nam'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.

2. Viet Nam shall to the extent practicable and in a manner consistent with its laws, regulations and legal system, publish:

- (a) proposed new or amended laws and regulations related to the implementation of this Agreement, and provide a reasonable opportunity for relevant stakeholders to comment on the proposed laws and regulations, unless such advance notice is precluded;
- (b) 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
- (c) information on the procedure by which a project participant may seek to resolve a dispute with Viet Nam 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 arising from processes under this Agreement.

### **Article 14. Fees, Charges and Taxes**

1. Each Party, consistent with its respective laws, regulations and legal system, shall ensure that any fees, charges and taxes imposed on or in connection with applications under Article 4 (Joint Authorisation of Mitigation Activities and Host Country Authorisation for Mitigation Outcomes), are:

- (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. Each Party, through their respective Joint Committee members, shall notify the other Party of any changes to such fees and charges in writing, and publish this information pursuant to Article 12 (Transparency), before such changes take effect. The notification 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 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**

1. The protection of intellectual property rights shall be enforced in conformity with the respective laws, regulations and legal system 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 the Parties agree otherwise in writing, 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 on the 60<sup>th</sup> day after the date of the later notification, and shall remain in force until the end of 31 December 2030. The duration of this Agreement shall be automatically extended for successive five-year periods thereafter unless the Parties agree otherwise in writing or either Party terminates this Agreement in accordance with Article 22 (Termination).

#### **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, except for Annex A which shall be amended in accordance with Article 5(2). Such amendments shall enter into force on such date as may be jointly determined by the Parties.

3. Except for Annex A which shall be amended in accordance with Article 5(2), 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. A Party may, in writing, request consultations with the other Party on the interpretation, application or implementation of this Agreement, including its existence, 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, 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 mutually agree in writing), the Party which made such referral shall notify the other Party through diplomatic channels that it wishes to enter into direct negotiations to resolve the dispute and both Parties shall endeavour, in good faith, to resolve the dispute through direct negotiations.

4. If the dispute is not settled within 90 days from the date of the notification pursuant to paragraph 3 of this Article (or such longer period as the Parties may mutually agree in writing), the Party which made such notification may submit the dispute to conciliation by written notification addressed to the other Party. A Conciliation Commission shall be created and be composed of three conciliators, unless the Parties otherwise agree. Each Party shall appoint one member and a chairman shall be chosen jointly by the two members appointed by each Party. If either Party fails to appoint a conciliator within 21 days of the receipt of the notification submitting the dispute to conciliation, or a chairman is not chosen jointly within 21 days from the date on which the second conciliator is appointed, the Secretary-General of the Permanent Court of Arbitration shall make the necessary appointments in consultation with the Parties.



5. The Commission shall render a recommendatory award, which the Parties shall consider in good faith. The Commission shall, unless the Parties otherwise agree, determine its own procedure. Decisions of the Commission regarding procedural matters (including its competence) and its recommendatory award shall be made by a majority vote of its members.

6. For greater certainty, nothing in this Article prevents the Parties from, at any time, 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, provided that both Parties have given their prior written consent for the referral.

7. 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. This 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 Viet Nam 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.



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 on the 16<sup>th</sup> day of September in the year 2025, in the English language.

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

**FOR THE GOVERNMENT OF THE  
SOCIALIST REPUBLIC OF VIET  
NAM**



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**Grace Fu**  
**Minister for Sustainability and the**  
**Environment and Minister-in-charge**  
**of Trade Relations**



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**Tran Duc Thang**  
**Acting Minister of Agriculture and**  
**Environment**