



**IMPLEMENTATION AGREEMENT
PURSUANT TO ARTICLE 6 OF THE PARIS AGREEMENT
BETWEEN
THE REPUBLIC OF SINGAPORE
AND
THE REPUBLIC OF PERU**

The Republic of Singapore and the Republic of Peru (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 by the Ministry of Sustainability and the Environment of the Republic of Singapore and the Ministry of Environment of the Republic of Peru on 18th November 2022,

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) **“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;
 - (d) **“CMA”** refers to the Conference of Parties serving as the meeting of the Parties to the Paris Agreement;
 - (e) **“Corresponding adjustments”** are adjustments applied by a Party to the Paris Agreement in the context of reporting on its national greenhouse gas inventory so as 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;

- (f) “**First transfer**” refers to first transfer, as defined under paragraph 2 of the Article 6.2 Guidance;
- (g) “**Initial Report**” refers to the Article 6, paragraph 2, initial report referred to in paragraph 18 of the Article 6.2 Guidance;
- (h) “**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;
- (i) “**Joint Committee**” refers to the joint committee established under Article 6 (Joint Committee);
- (j) “**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;
- (k) “**Mitigation activity**” or “**mitigation activities**” refer to the projects or programmes the implementation of which will result in mitigation outcomes;
- (l) “**NDC**” refers to nationally determined contribution under Article 4, paragraph 2, of the Paris Agreement;
- (m) “**Paris Agreement**” refers to the Paris Agreement, adopted on 12 December 2015, during the 21st Session of the Conference of the Parties of the United Nations Framework Convention on Climate Change held in Paris from 30th November to 13th December 2015;
- (n) “**Pre-approved list of carbon crediting programmes and methodologies**” refers to the list of carbon crediting programmes and carbon crediting methodologies which the Joint Committee shall decide upon and maintain pursuant to Article 5 (Environmental Integrity) of this Agreement;
- (o) “**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 undertake to satisfy the criteria published by the Republic of Singapore; and

(p) **“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 Republic of Singapore has authorised the Ministry of Sustainability and the Environment, Ministry of Trade and Industry, National Climate Change Secretariat, and the National Environment Agency to act on its behalf to implement this Agreement and achieve its objectives.

2. The Republic of Peru has authorised the Ministry of the Environment to act on its behalf to implement this Agreement and achieve its objectives.

Article 4. Joint Authorisation of Mitigation Activities and the Republic of Peru’s 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 **Annex A** and the relevant decisions of the Joint Committee.

2. The Parties shall further establish the necessary processes by which project participants can obtain the Republic of Peru’s authorisation for the mitigation outcomes generated by the authorised mitigation activities in accordance with **Annex A**.

3. Subject to the conditions on which authorisation of the mitigation activity was granted, the Republic of Peru shall authorise the mitigation outcomes generated by the authorised mitigation activities and Parties shall apply, as appropriate, corresponding adjustments for these mitigation outcomes upon first transfer. Such authorisation shall be for all purposes, including use towards the achievement of an NDC or 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 A, 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, the Republic of Peru may refuse authorisation for the mitigation outcomes generated therefrom in accordance with the process set out in Annex A.

6. Save in accordance with paragraph 5 of this Article, the Republic of Peru 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 the Parties shall ensure that corresponding adjustments are applied, as appropriate, 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 carbon crediting programmes and methodologies 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 B**.

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 the Republic of Peru's 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 the identification of pre-approved carbon crediting programmes and methodologies by June 2025, 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 the Republic of Peru'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 the Republic of Peru's 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 non-binding recommendations and binding decisions within the scope of its responsibilities and as expressly provided for in this Agreement. 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.

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 the achievement of 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 between them and/or with the relevant carbon crediting programmes, in accordance with the relevant recommendations and 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 of mitigation outcomes from authorised mitigation activities and the transfer of ITMOs in accordance with **Annex A**.
2. Following verification of the mitigation outcomes, the ITMOs shall be transferred in accordance with the authorisation granted by the Republic of Peru pursuant to the above process and in accordance with its laws.

Article 9. Corresponding Adjustments

1. The Parties shall apply, as appropriate, 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 a Party is unable to apply corresponding adjustments in accordance with paragraph 1 of this Article, the Party shall follow the procedure established in **Annex C**.

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, on an official government website, the following information in a manner that is non-discriminatory and 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)(o) of this Agreement, 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 list of carbon crediting programmes and methodologies;
 - (d) information on mitigation activities that are authorised pursuant to Article 4 (Joint Authorisation of Mitigation Activities and the Republic of Peru's Authorisation for Mitigation Outcomes), and mitigation outcomes generated and first-transferred thereunder, including documents to be published in accordance with **Annex A**;
 - (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 the Republic of Peru'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.

The above information shall be published by both Parties in a language, or languages, to be decided by the Joint Committee and each Party may, in accordance with its domestic laws and regulations, publish the said information also in other languages.

2. Each Party shall to the extent practicable and in a manner consistent with its national legal framework, publish 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.

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 domestic laws and regulations, shall ensure that any fees, charges and taxes imposed on or in connection with applications under Article 4 (Joint Authorisation of Mitigation Activities and the Republic of Peru's Authorisation for Mitigation Outcomes), are:

- (a) non-discriminatory;
- (b) not applied with a view to, or with the effect of, creating unnecessary barriers to activities under this Agreement; and
- (c) commensurate with the cost of the service rendered, if imposed in respect of a service rendered by or on behalf of that Party.

2. Each Party shall notify the other Party of any changes to such fees, charges and taxes in writing at least three months before such changes take effect, and publish this information pursuant to Article 12 (Transparency). The notification shall include an explanation for the relevant changes to such fees and charges.

Article 15. Classified Information

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 classified under its domestic laws and regulations, 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 designation of information as classified shall be in accordance with the respective domestic laws and regulations of both Parties.

2. The Parties may discuss and conclude any specific arrangement or agreement between them on the protection of classified 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, for a period of twenty years after the said termination. Any public disclosure of such classified information during the said period shall be mutually agreed upon by the Parties in writing.

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 domestic legal frameworks of the Parties.

2. The use of the names, signs 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 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 upon 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, and trademarks.

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, through diplomatic channels, 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 receipt of the later notification.

Article 19. Status of Annexes

The Annexes of this Agreement shall form an integral 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 in accordance with the procedure set out in Article 18 (Entry into Force).

3. Unless otherwise agreed by the Parties 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 the Republic of Peru's 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, through diplomatic channels, 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 ninety (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 1st 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 the Republic of Peru 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 31st day of March in the year 2025 (Greenwich Mean Time 11PM), in the English and Spanish languages, both texts being equally authentic. In the event of any dispute or disagreement, the English text shall prevail.

**FOR THE REPUBLIC OF
SINGAPORE**



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

FOR THE REPUBLIC OF PERU



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Juan Carlos Castro Vargas
Minister of the Environment