IMPLEMENTATION AGREEMENT
PURSUANT TO ARTICLE 6 OF THE PARIS AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
AND THE GOVERNMENT OF THE REPUBLIC OF KENYA

This Implementation Agreement (hereinafter referred to as "Agreement") is made and entered into between the Government of the Republic of Singapore, represented by the Ministry of Energy, Trade and Industry, and the Government of the Republic of Kenya, represented by the Ministry of Environment, Climate Change and Forestry (hereinafter individually referred to as a "Party" or collectively as the "Parties").

Preamble

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, and relevant decisions adopted by the CMA, including the Article 6.2 guidance and the Article 13 guidance;

RECOGNISING that the Republic of Singapore's 2035 Nationally Determined Contribution (NDC) under the Paris Agreement envisions the use of internationally transferred mitigation outcomes (ITMOs) and **NOTING** that the Republic of Kenya in her NDC intends to facilitate the international transfer of emission reductions, provided such transfers are consistent with Kenya's national laws and priorities;

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 and the creation of decent work and quality jobs in accordance with nationally defined development priorities;

NOTING the importance of ensuring the integrity of all ecosystems, including oceans, and the protection of biodiversity, recognized by some cultures as Mother Earth, and noting the importance for some of the concept of "climate justice", when taking action to address climate change.

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 between the Ministry of Trade and Industry of the Republic of Singapore and the Ministry of Environment, Climate Change and Forestry of the Republic of Kenya for Collaboration under Article 6 of the Paris Agreement* signed on 18 May 2023 in Nairobi, Kenya.

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 and in line with further relevant decisions adopted by the CMA;

   (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";

   (c) "**BTR**" refers to Biennial Transparency Reports submitted by a Party to the Paris Agreement pursuant to Article 13 of the Paris Agreement in line with the modalities, procedures and guidelines referred to in Article 13, paragraph 13, of the Paris Agreement;

   (d) "**CMA**" refers to the Conference of the 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 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;

(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, set out under paragraph 1 of the Article 6.2 Guidance;

(i) "**Joint Committee**" refers to the joint committee established under Article 5 (Joint Committee) of this Agreement;

(j) "**List of carbon crediting programmes and Methodologies**" refers to the list of carbon crediting programmes and methodologies decided upon and maintained pursuant to Article 6 (Environmental Integrity) of this Agreement;

(k) "**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;

(l) "**Mitigation activity**" or "**mitigation activities**" refer to the projects or programmes, the implementation of which will result in mitigation outcomes;

(m) "**NDC**" refers to Nationally Determined Contribution under Article 4, paragraph 2, of the Paris Agreement;

(n) "**Paris Agreement**" refers to the international treaty on climate change adopted at the 21st Session of the Conference of the Parties of the United

Nations Framework Convention on Climate Change in Paris, on 12 December 2015;

(o) "**Party**" means contracting Party(ies) to this Agreement;

(p) "**Project applicant**" is a government, public, State-owned or private entity which is seeking to obtain the Parties' authorisation or approval, as appropriate, for a mitigation activity under this Agreement and satisfies the criteria published by Singapore and by Kenya; and

(q) "**Project participant**" is a project applicant which has obtained the Parties' authorisation or approval, as appropriate, 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 framework for the authorisation or approval, as appropriate, of mitigation activities under this Agreement, and the authorisation and transfer of ITMOs therefrom for use towards the achievement of NDCs, or other international mitigation purposes in line with Article 6 of the Paris Agreement.

2. The Parties shall promote sustainable development and ensure environmental integrity and transparency as well as apply robust accounting to ensure the avoidance of double counting, in line with Article 6 of the Paris Agreement.

3. This framework will cover mitigation activities that have been authorised or approved, as appropriate, by the Parties in accordance with this Agreement.

Article 3. Competent Authorities

1. The Government of the Republic of Singapore has authorised the Ministry of Sustainability and the Environment, the Ministry of Energy, Trade and Industry, the National Climate Change Secretariat, and the National Environment Agency to act on its behalf to implement this Agreement and achieve its objectives.

2. The Government of the Republic of Kenya has authorised the Ministry of Environment, Climate Change and Forestry and the National Environment Management Authority to act on its behalf to implement this Agreement and achieve its objectives.

Article 4. Joint Authorisation or Approval, as Appropriate, of Mitigation Activities and Authorisation for Mitigation Outcomes

1. The Parties shall establish the necessary processes by which project applicants can submit requests to the Parties for authorisation or approval, as appropriate, of their mitigation activities under this Agreement in accordance with the list of carbon crediting programmes and methodologies and **Annex A.** Authorisation or approval, as appropriate, of a mitigation activity for Kenya will be by way of a letter of approval, and for Singapore by way of a letter of authorisation.

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

3. The processes established pursuant to paragraphs 1 and 2 of this Article shall be set out in a common document, which shall contain the detailed actions to be taken by the project applicant or project participant, Kenya and Singapore respectively, indicative timelines for such actions, and the required documents to be submitted.

4. Subject to the conditions on which authorisation or approval, as appropriate, of the mitigation activity was granted, Kenya 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.

5. In the event the project participant fails to comply with the conditions on which authorisation or approval, as appropriate, of the mitigation activity was granted, the Parties may by mutual agreement revoke such authorisation or approval, including the Letters of Authorisation or Approval, as appropriate, issued by both Parties in accordance with **Annex A** and the common document referred to in paragraph 3 of this Article, 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.

6. In the event the project participant fails to comply with the conditions on which authorisation or approval, as appropriate, of the mitigation activity was granted, Kenya may refuse authorisation for the mitigation outcomes generated therefrom for international transfer in accordance with the process set out in **Annex A** and the common document referred to in paragraph 3 of this Article.

7. Revocation of authorisation or approval, as appropriate, of a mitigation activity under paragraph 5 of this Article shall not affect mitigation outcomes that have already been authorised as ITMOs under this Agreement and Kenya shall ensure that corresponding adjustments are applied in accordance with Article 9 (Corresponding Adjustments) of this Agreement, unless otherwise agreed by the Parties participating in the cooperative approach in applicable terms and conditions of the authorisation that specify the circumstances for such changes and the process for managing them.

8. Kenya shall not, under any measure adopted on or after the date of:

(a) authorisation or approval, as appropriate, of the mitigation activity of a project participant; or

(b) authorisation of the ITMOs of a project participant (as set out in the letters of ITMO authorisation in the common document referred to in paragraph 3 of this Article),

require that such project participant comply with changes to (i) the conditions for the authorisation of mitigation outcomes generated by the registered 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 affect the project participant.

9. Paragraph 8 shall apply on the date of each authorised or approved, as appropriate, mitigation activity of a project participant and each authorised ITMO of a project participant as set out in the common document referred to in paragraph 3 of this Article 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 its intention to disapply paragraph 8 to the authorised or approved, as appropriate, mitigation activity or authorised ITMO.

Article 5. Joint Committee

1. A Joint Committee, composed of representatives from each Party and co-chaired by a senior official designated by each Party, is hereby established in accordance with the Terms of Reference set out in **Annex B**.

2. The Joint Committee shall make decisions within the scope of its responsibilities which shall be adopted by consensus and recorded in written form.

Article 6. Environmental Integrity

1. Both Parties shall ensure that mitigation outcomes generated by authorised or approved, as appropriate, mitigation activities and which are authorised under this Agreement are consistent with:

(a) the Article 6.2 Guidance and further relevant decisions adopted by the CMA; and

(b) the requirements of the Parties pursuant to Article 6, paragraph 2, of the Paris Agreement in their respective domestic laws, regulations and administrative framework.

2. The Joint Committee shall decide upon and maintain the list of carbon crediting programmes and methodologies, and the terms governing the application of the list, to guide project applicants and project participants in the identification of mitigation activities that meet the requirements in paragraph 1 of this Article. The Joint Committee shall decide upon the aforementioned list within six (6) months of this Agreement entering into force. Each Party shall thereafter publish the aforementioned list and terms, in English, on an official government website.

3. The Joint Committee may update the list of carbon crediting programmes and methodologies. Any changes to the list shall be agreed upon by the Joint Committee in writing, including via electronic means. Each Party shall ensure that the latest version of the list of carbon crediting programmes and methodologies is published in accordance with Article 12(1)(c) of this Agreement.

Article 7. Registry

1. Each Party shall have, or have access to, a registry for the purpose of recording and tracking, in line with Part VI of the Article 6.2 Guidance and further relevant decisions adopted by the CMA. The respective registries shall, to the extent practicable and in a manner consistent with the domestic laws, regulations and administrative framework of the respective Parties, record the following:

(a) information on mitigation outcomes derived from mitigation activities approved by the Parties 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 and further relevant decisions adopted by 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. Authorisation 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 or approved, as appropriate, mitigation activities and the transfer of ITMOs in accordance with **Annex A**. These processes shall be set out in a common document referred to in Article 4(3) of this Agreement.

2. Following authorisation of the mitigation outcomes, the ITMOs shall be transferred by Kenya pursuant to the above process and in accordance with its laws, regulations and administrative framework.

Article 9. Corresponding Adjustments

1. Kenya shall apply corresponding adjustments, in line with the Article 6.2 Guidance and further relevant decisions adopted by the CMA, for all ITMOs upon first transfer.

2. In the event Kenya is unable to apply corresponding adjustments in accordance with paragraph 1 of this Article, Kenya shall address the issue with the project participant in accordance with **Annex C**.

3. For the avoidance of doubt, the procedure provided under paragraph 2 of this Article is in addition to any other procedures and remedies that may be available, including under this Agreement, international law, other agreements applicable between the Parties, and the domestic laws, regulations and administrative framework of Kenya.

Article 10. Additional Contribution to Overall Mitigation and Adaptation Action

The Parties shall determine any additional contribution to overall mitigation of global emissions and adaptation action, 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 Parties shall determine the relevant processes to ensure alignment between both Parties' submissions for the areas of cooperation under this Agreement.

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 or approval, as appropriate, for mitigation activities under this Agreement, including the criteria to be satisfied by project applicants pursuant to Article 1(1)(p) 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 or approved, as appropriate, pursuant to Article 4 (Joint Authorisation or Approval, as Appropriate, of Mitigation Activities and Authorisation for Mitigation Outcomes) of this Agreement, and mitigation outcomes generated and first-transferred thereunder, including documents to be published in accordance with **Annex A** and the common document referred to in Article 4(3) of this Agreement;

(e) the requirements to be satisfied by project applicants in relation to the transfer of ITMOs as a condition for obtaining authorisation or approval, as appropriate, for mitigation activities under this Agreement;

(f) all fees, charges and taxes imposed in accordance with Article 14 (Fees, Charges and Taxes) of this Agreement;

(g) information as decided by the Joint Committee, on Kenya's utilisation of the contributions to adaptation action made pursuant to Article 10 (Additional Contribution to Overall Mitigation and Adaptation Action) of this Agreement; and

(h) such other information as the Parties may mutually agree to publish.

2. Parties shall, to the extent practicable, make publicly available new or amended laws and regulations related to the implementation of this Agreement as early as possible in order to enable relevant stakeholders to become acquainted with them.

3. Parties shall make publicly available information on the procedure by which a project participant may seek to address an issue in accordance with **Annex C**.

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 shall ensure that any fees, charges and taxes imposed on or in connection with applications under Article 4 (Joint Authorisation or Approval, as Appropriate, of Mitigation Activities and Authorisation for Mitigation Outcomes) of this Agreement, or the implementation of any mitigation activities authorised or approved, as appropriate, under this Agreement, shall be:

(a) non-discriminatory;

(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;

(c) commensurate with the cost of the service rendered, if imposed in respect of a service rendered by or on behalf of that Party; and

(d) subject to the domestic laws, regulations and administrative frameworks of each respective Party.

2. Each Party shall notify the other Party of any changes to such fees, charges and taxes in writing, and publish this information pursuant to Article 12 (Transparency) of this Agreement as early as possible.

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, and shall be subject to the availability of funds which have been duly budgeted for by the said 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 laws, regulations and administrative frameworks 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 the Party concerned.

3. The title to, and intellectual property rights in, or in 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

1. 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.

2. This Agreement shall enter into force 30 days after the date of the latter notification.

Article 19. Status of Annexes

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

Article 20. Review and Amendments

1. The Parties may mutually agree in writing, by way of exchange of notes between the Parties through diplomatic channels, to conduct a review of this Agreement.

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. Such amendments shall enter into force on such date as may be jointly determined by the Parties.

3. The Joint Committee may amend **Annex A** by way of a decision taken in accordance with Section VI of **Annex B**. Such amendments shall enter into force on such date as stated in the decision regarding the aforementioned amendments.

4. The Parties may by decision amend **Annexes B and C**, 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 Parties.

5. Unless otherwise agreed by the Parties pursuant to this Article, the amendment shall not apply to any mitigation activity that has already been authorised or approved, as appropriate, by the Parties pursuant to Article 4 (Joint Authorisation or Approval, as Appropriate, of Mitigation Activities and Authorisation for Mitigation Outcomes) of this Agreement 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. Such consultations shall serve as a cooperative mechanism for ongoing engagement between the Parties, distinct from and without prejudice to any dispute settlement proceedings under this Article.

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, 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 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 (3) conciliators, unless the Parties otherwise agree. Each Party shall appoint one conciliator, and a chairperson shall be chosen jointly by the two conciliators appointed by each Party. If either Party fails to appoint a conciliator within twenty-one (21) days of the receipt of the notification submitting the dispute to conciliation, or a chairperson is not chosen jointly within twenty-one (21) days from the date on which the second conciliator is appointed, the President of the International Court of Justice (ICJ) (or, if he/she is a national of one of the contracting Parties or unable to act, then the Vice-President of the ICJ or, if the Vice-President is similarly disqualified, the next-most senior Member of the ICJ) 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. Nothing in this Article prevents the Parties from agreeing at any time to settle a dispute between them concerning the interpretation, application or implementation of this Agreement, 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, 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 or approved, as appropriate, by Parties 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 and approvals, as appropriate, 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 or approved, as appropriate, 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 Antalya...on the ..16th....day of November.. in the year ..2026...., in the English language.

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE	FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA
.....	.....
GRACE FU **MINISTER FOR SUSTAINABILITY AND THE ENVIRONMENT AND MINISTER-IN-CHARGE OF TRADE RELATIONS**	**DR. DEBORAH MLONGO BARASA, EGH** **CABINET SECRETARY** **MINISTRY OF ENVIRONMENT, CLIMATE CHANGE AND FORESTRY**