Guide

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Personalize the template by filling in all [BRACKETED] sections with the required details.
The text within a customizable [BRACKETED] section is written in all caps for enhanced visibility but should later be filled with standard capitalization.

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COMMUNITY CLIMATE ACTION AND BENEFIT-SHARING AGREEMENT

[DAY] [MONTH] [YEAR]

between

[NAME OF LANDHOLDING COMMUNITY OR LANDOWNER]

and

[LEGAL NAME OF IMPLEMENTER]

| relating toBENEFIT-SHARING CONSERVATION PROJECT FOR MANGROVE FOREST PROTECTION AND COMMUNITY ECONOMIC EMPOWERMENT   |
| --- |

##

Contents

Clause Page

[1. Definitions and interpretation 1](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.tyjcwt)

[2. Commencement and duration 4](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.lnxbz9)

[3. Undertakings by the Parties for effective Project management 4](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.35nkun2)

[4. Undertakings by the Parties to obtain financing 6](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.z337ya)

[5. General undertakings 7](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.3whwml4)

[6. Performance evaluation and remediation plans 7](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.3as4poj)

[7. Payment Obligations of IMPLEMENTER 8](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.147n2zr)

[8. Representations and Warranties 8](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.23ckvvd)

[9. Termination 9](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.1hmsyys)

[10. Confidentiality and announcements 9](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.1v1yuxt)

[11. Notices 10](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.28h4qwu)

[12. General 11](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.2lwamvv)

[13. Governing Language 13](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.1rvwp1q)

[14. Governing law and jurisdiction 13](https://docs.google.com/document/d/1rqCwQxj_ieWcfuAlJB9N5-4nq4GKqVAq_hthFidAkZ4/edit#heading=h.43ky6rz)

Schedules

1. [SCHEDULE TO BE INSERTED]
2. [PAYMENT AND PERFORMANCE SCHEDULE TO BE INSERTED]

## This Community Climate Action and Benefit-Sharing Agreement (“Agreement”) is made on [DAY] [MONTH] [YEAR], the Effective Date.

Between:

1. [NAME OF COMMUNITY REPRESENTATIVE OR LANDOWNER], [POSITION OF REPRESENTATIVE], ([IDENTIFICATION NUMBER]), acting as a representative of the Landholding Community in [NAME AND ADDRESS OF VILLAGE] (hereafter "REPRESENTATIVE"); and
2. [LEGAL NAME OF IMPLEMENTER] ([Registration Number]), a [TYPE] organization incorporated in [COUNTRY], having its registered office at [ADDRESS] ( hereafter "IMPLEMENTER"),

(each a “Party” and together, the “Parties”).

# Background:

1. IMPLEMENTER is a [TYPE] organization focusing on [DESCRIPTION OF MISSION]. IMPLEMENTER specializes in [DESCRIPTION OF WORK]. Together with Local Communities, IMPLEMENTER works to maintain a balance between human needs and the sustainability of nature for current and future generations, while protecting the lands and waters on which all life depends.
2. REPRESENTATIVE is an individual representing, and who has the authority to act for and on behalf of, the Landholding Community in the Project Area (as defined below).
3. REPRESENTATIVE and the Landholding Community warrant that all verified carbon units and marketable benefits which may arise from the Project will be conferred to IMPLEMENTER, who will use them to secure financing, and agrees not to allow any other party to gain similar benefits over the Project land area during the tenure of this Agreement.
4. REPRESENTATIVE hereby appoints IMPLEMENTER as Project Facilitator (as defined below) to manage, register, and finance a voluntary mangrove conservation project at [PROJECT LOCATION(S)] (the “Project”), and IMPLEMENTER intends to accept the appointment, on the terms of this Agreement.
5. As Project Facilitator, IMPLEMENTER will undertake to fulfill the key roles to coordinate the management of the conservation project (“Management”) and to further nominate and empower additional Affiliates to serve as IMPLEMENTER’s Agent to register the project with an international climate standard like the OxCarbon Standard or comparable standards (“Registration”), and so secure and sustain financing (“Financing”) for the Project.

IT IS HEREBY NOW AGREED as follows:

# Definitions and interpretation[[1]](#footnote-0)

* 1. In this Agreement:

"Activities" mean the programs and activities to be performed by the Landholding Community and IMPLEMENTER, as set out in [SCHEDULE];

"Affiliate" means:

* + 1. in relation to an organization: any other organization, directly or indirectly controlling, controlled by or under support with such organization, and "support" for these purposes means (i) management of funding from the organization or) (ii) otherwise having the right to direct the management and policies of such organization.
		2. in relation to any party that is an individual: (i) his spouse, his or his spouse's children and his relatives (including relative by marriage); (ii) the trustees, acting in their capacity as such trustees, of any trust of which he or any of his family interests is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in the equity capital of which he, his family interests, and/or any of the his trustees directly or indirectly controls,

"Agent” means any third party appointed by IMPLEMENTER and/or REPRESENTATIVE for the purposes of carrying out their responsibilities hereunder;

"Applicable Law" means any national, state, provincial, local, municipal, foreign, international, multinational or other law, regulation, administrative order, constitution, ordinance, decree, principle of common law, statute or treaty and includes, without limitation to the generality of the foregoing, the rules, regulations and licenses issued by any relevant regulator applicable to a person or any of such person's property, necessary for the conduct of such person's business as it is now being conducted, and for consummation of the matters contemplated under this Agreement;

"Assessment Period" means one calendar year beginning on [DATE], unless the Parties otherwise agree;

"Authority" means any supranational, national or sub national authority, commission, department, agency, regulator, regulatory body, court, tribunal or arbitrator;

"Complaint" has the same meaning as the defined term at Clause 5.4;

"Conserved Forestry" means the mangrove forestry in the Project Areas intended to be protected, and conserved by this Agreement, and which has the area of [CONSERVATION AREA SIZE] hectares;

"Cooperation Period" means the time period starting from Execution of this Agreement until its Termination;

"Dispute" means any claim, controversy and/or dispute arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement;

"Environmental Credits" means any carbon credits, emissions offsets, renewable energy certificates, energy efficiency certificates and any other similar marketable climate benefits credits arising from or associated with the removal, limitation, reduction, avoidance, sequestration or mitigation of emissions of greenhouse gasses as listed in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (as may be amended from time to time);

"Landholding Community" means the community holding the land in the Project Area in [PROJECT LOCATION(S)];

"Performance and Payment Schedule" means the expected standard of performance for the Project, and the corresponding payment as set out in [PERFORMANCE AND PAYMENT SCHEDULE];

"Project Area" means the approximately [PROJECT AREA SIZE] hectares area of land in [PROJECT LOCATION(S)];

"Project Facilitator” means the individual or entity nominated to coordinate Project management and to secure Project funding by registering the Project in accordance with an international climate standard like the OxCarbon Standard or comparable standards;

"Project” has the meaning given to it in Recital (D) above;

"Remediation Plan" has the same meaning as the defined term at Clause 6.3;

* 1. In this Agreement (unless the context requires otherwise):
		1. IMPLEMENTER will source funding for the activities from [FINANCING PARTNER].
		2. Funding for the activities will flow through IMPLEMENTER, and IMPLEMENTER will be responsible for the funding used during the activity.
	2. In this Agreement (unless the context requires otherwise), any reference to:
		1. any gender includes all genders, and the singular includes the plural (and vice versa);
		2. a company includes any company, corporation or body corporate, or any other entity having a separate legal personality; and a person includes an individual, company, partnership, unincorporated association or Authority (whether or not having a separate legal personality);
		3. legislation or a legislative provision includes reference to the legislation or legislative provision as amended or re-enacted, any legislation or legislative provision which it amends or re-enacts and any legislation made under or implementing it, in each case for the time being in force (whether before, on or after the date of this Agreement);
		4. any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Singapore, be deemed to include the specific term stated in the language of such other jurisdiction immediately after it or, if no such term is stated, what most nearly approximates to such Singapore term in such other jurisdiction; and any reference to any specific Singapore law shall be deemed to include any equivalent or similar law in any other jurisdiction; and
		5. writing or written includes any method of representing or reproducing words in a legible form.
	3. Unless the context requires otherwise, any reference in this Agreement to a clause or schedule is to a clause of or schedule to this Agreement, any reference to a part or paragraph is to a part or paragraph of a schedule to this Agreement, any reference within a schedule to a part is to a part of that schedule, and any reference within a part of a schedule to a paragraph is to a paragraph of that part of that schedule.
	4. This Agreement incorporates the schedules to it.
	5. The contents list, headings and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

# Commencement and duration

* 1. The Parties agree that this Agreement commences on the date on which this Agreement is executed by the last Party.
	2. Unless the Parties otherwise agree, this Agreement shall end on and cease to be of any effect on the earlier of:
		1. [DATE]; and
		2. the date this Agreement is terminated under Clause 9.

# Undertakings by the Parties for effective conservation management

The Parties acknowledge that a key objective of this Agreement is to set out terms by which the Landholding Community and IMPLEMENTER will work together to conserve and restore the mangrove forest in the Project Area.

* 1. In furtherance of this key objective, REPRESENTATIVE agrees:
		1. to utilize monies paid by IMPLEMENTER to the Landholding Community to engage in groups for climate action activities and efforts to preserve mangrove forests and community empowerment activities in the Project Area;
		2. to organize meetings and consultations on the implementation of this Agreement, with the Landholding Community and/or any Authority, to the extent necessary;
		3. to use reasonable efforts and work with the Landholding Community to give IMPLEMENTER, its Agents and Affiliates access to the Project Area during the cooperation period to monitor implementation of the activities in accordance with this Agreement; and
		4. use reasonable efforts to conduct deliberation to reach consensus on the execution of the Agreement and the achievement of the Project and, if no consensus is found, to hand over the Agreement to the relevant Authorities.
	2. In furtherance of this key objective, IMPLEMENTER agrees:
		1. to share and discuss with REPRESENTATIVE the conservation best practices and project performance, so as to help all parties maximize the success of the conservation effort;
		2. to co-develop, manage, and obtain project financing for a series of long-term livelihood development activities that support the effective conservation of the forest in the Project Area;
		3. to keep a record of the Activities that it, REPRESENTATIVE and/or their Affiliates or Agents perform in the Project Area at the end of each month in accordance with the template set out in [SCHEDULE].
	3. In working together to incentivise the Landholding Community to conserve and restore, including becoming educated on the importance of, the mangrove forest in the Project Area, IMPLEMENTER and REPRESENTATIVE further agree to use their reasonable efforts:
		1. to only employ children above the age of fifteen (15) or the compulsory school-leaving age, whichever is higher, and ensure that their Affiliates, Agents, staff, and volunteers do not bring children under the same age to work in the field;
		2. to give preference to the employment of women by hiring a proportion of women that is equal to or more than [50%] of employees hired;
		3. to provide to the women employees equal pay for equal work;
		4. to give preference to the employment of qualified members of the Landholding Community for financial, accounting, technical, administrative, supervisory, managerial and executive positions and other skilled positions as and when such positions become available unless such competent and suitably qualified members of the Landholding Community are not available for such positions;
		5. to give preference to the employment of members of the Landholding Community by offering unskilled labor positions and general work to members of the Landholding Community on a priority basis;
		6. to provide, on a continuing basis, training for members of the Landholding Community in order to support the implementation of the Project, including but not limited to the training with respect to forest patrols, law enforcement training and women upskilling; and
		7. to the extent required, cooperate with the local labor department in supporting the employment and training of members of the Landholding Community and shall publicly announce job opportunities together with the applicable requirements as and when available.

# Undertakings by the Parties to obtain Project financing

The Parties further acknowledge that the key objectives of this Agreement are to nominate and empower (a) IMPLEMENTER to act as Project Facilitator to secure Project funding support and to coordinate Project management, and (b) IMPLEMENTER and its Agents to act as Project Facilitator to register the Project in accordance with an international climate standard like the OxCarbon Standard or comparable standards so as to obtain financing for the Project and the Project Facilitator.

* 1. In furtherance of these key objectives, REPRESENTATIVE agrees, during the tenure of this Agreement:
		1. to appoint IMPLEMENTER as its Project Facilitator in this Project;;
		2. that IMPLEMENTER shall have full and exclusive ownership, rights, claims, and titles to all Environmental Credits that may arise from the Project;
		3. that IMPLEMENTER has the power and authority to deal with the Environmental Credits in any manner that it deems fit to obtain financing for the Project, including but not limited to, assigning the Environmental Credits to third parties; and
		4. REPRESENTATIVE and the Landholding Community shall not grant to any other party, or allow any other party to gain or obtain, any right to the Environmental Credits that may arise from the Project;
	2. In furtherance of these key objectives, IMPLEMENTER agrees:
		1. to, to the best of its abilities, take such action as may be reasonably necessary to register, or procure the registration of, the Project in accordance with an international climate standard with an internationally recognised entity;
		2. to confirm the issuance of the Environment Credits and to utilize such Environment Credits to obtain sustainable long-term, performance-based financing for the Project; and
		3. to pay, or cause to be paid, monies to support the Activities in the Project Area to the Landholding Community according to need, collective agreement, and available budget during the Cooperation Period.

# General undertakings

IMPLEMENTER and REPRESENTATIVE agree:

* 1. that IMPLEMENTER and REPRESENTATIVE each may carry out the Activities either acting by themselves, or by their Affiliates, or through an Agent, but IMPLEMENTER and REPRESENTATIVE shall remain wholly responsible for the due performance of their obligations and liabilities under this Agreement and for the due performance and compliance by such Affiliate or Agent of the Agreement herein.
	2. that, on request, REPRESENTATIVE will notify IMPLEMENTER of the identities of any Agent appointed from time to time to carry out the Activities under this Agreement and any subsequent changes to such appointment(s).
	3. that IMPLEMENTER and REPRESENTATIVE shall, within a reasonable period of time, notify the other Party of any action or activity that it is aware of, or becomes aware of, which could reduce the size of, or have a significant adverse impact on, the Conserved Forestry in the Project Area, including but not limited to any permits that are active or are granted for the exploitation of the forests designated or determined as production areas in the Project Area.
	4. that an employee or member of the Landholding Community who wishes to file a disclosure of improper activity and/or a significant breach of this Agreement may file his/her complaint with IMPLEMENTER (the “Complaint”). If an officer, employee, or member of REPRESENTATIVE or the Landholding Community takes or threatens to take any action against such employee or member of the Landholding Community in retaliation for the Complaint, IMPLEMENTER will involve the competent authorities to resolve the issue based on the law in [PROJECT COUNTRY].

# Performance evaluation and remediation plans

* 1. At the start of each calendar year, IMPLEMENTER shall inform REPRESENTATIVE of the expected standard of performance of this Project. At the end of each Assessment Period, IMPLEMENTER shall determine the performance of the Project via a measurement of the area of Conserved Forestry, and provide an evaluation of whether REPRESENTATIVE has complied with the undertakings as set out in Clauses 3 to 5 above (the “Assessment”).
	2. Within fifty (50) days from the close of each Assessment Period, IMPLEMENTER will inform REPRESENTATIVE of the results of the Assessment.
	3. If the results of the Assessment do not meet expected standard of performance set out in the Performance and Payment Schedule
		1. REPRESENTATIVE shall produce a remediation plan detailing suggestions about how to improve the performance within an agreed upon time frame for each item addressed in the Assessment (the “Remediation Plan”) to IMPLEMENTER within twenty (20) Days from the date on which IMPLEMENTER informs REPRESENTATIVE of the Assessment; and
		2. IMPLEMENTER, may, in consultation with REPRESENTATIVE, require that REPRESENTATIVE carry out such action proposed in the Remediation Plan at no additional cost or for an additional sum that IMPLEMENTER may (in its sole and absolute discretion) determine and provide.
	4. At any time during each Assessment Period, if IMPLEMENTER becomes aware of any activity in the Project Area which could have an adverse impact on the Project, IMPLEMENTER may request that REPRESENTATIVE carry out such action as may be required to remediate or mitigate such adverse impact on the Conserved Forestry at no additional cost or for an additional sum that IMPLEMENTER may (in its sole and absolute discretion) determine and provide.

# Payment Obligations of IMPLEMENTER

* 1. IMPLEMENTER shall make payment of the sum available for the Landholding Community by bank transfer to the Community Account or pay directly to project implementers in the field within twenty (20) Days from:
		1. for the first quarter of the new Assessment Period, the date IMPLEMENTER provides REPRESENTATIVE with the Assessment; and
		2. for the remaining quarters of the new Assessment Period, the first day of the quarter, in accordance with the Performance and Payment Schedule, and REPRESENTATIVE shall apply the funds for the Activities to be carried out in the Project Area for the Landholding Community.
	2. If there is any excess funds after payment is made to every Landholding Community in the Project pursuant to the Performance and Payment Schedule set out in the Community Conservation and Benefits Sharing Agreement executed with each Landholding Community in the Project, IMPLEMENTER may (in its sole and absolute discretion) apply any excess funds for the use by any Landholding Community in the Project in accordance with the performance.
	3. IMPLEMENTER may, after consulting with REPRESENTATIVE but in IMPLEMENTER’s sole and absolute discretion, review and vary the Performance and Payment Schedule within the three (3) months prior to the start of the new Assessment Period, and shall notify REPRESENTATIVE of the changes at least one (1) month before the start of the new Assessment Period. Any increase or decrease in the payment to be made for the new Assessment Period shall not exceed twenty percent (20%) of the payment made for the preceding Assessment Period.
	4. If any fee, charge or tax must be deducted from any amounts payable or paid, IMPLEMENTER may in its sole discretion, but shall not be obliged to, pay such additional amounts as may be necessary to ensure that REPRESENTATIVE receives a net amount equal to the full amount which it would have received had payment not been made subject to such deduction.

# Representations and Warranties

* 1. REPRESENTATIVE represents and warrants to IMPLEMENTER that:
		1. he is duly authorized by all necessary and appropriate action to execute this agreement for and on behalf of the Landholding Community after a consensus and
		2. the undertakings set out in this Agreement are legal, valid and binding obligations enforceable against REPRESENTATIVE and the Landholding Community.
	2. IMPLEMENTER represents and warrants to REPRESENTATIVE that the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms.

# Termination

* 1. This Agreement may be terminated:
		1. with the written agreement of the Parties;
		2. by IMPLEMENTER if any of the representations and warranties expressed by REPRESENTATIVE in 8.1 is incorrect, false, fraudulent, negligent, incomplete or misleading or in any manner whatsoever;
		3. by IMPLEMENTER if the area of the Conserved Forestry in one or more of the Project Area is reduced by more than ten percent (10%) in a single Assessment Period by reason of circumstances beyond the reasonable control of IMPLEMENTER or REPRESENTATIVE, including but not limited to, exploitation of the forestry for commercial use, nationalization, expropriation, flood, fire, lightning, storm or any act of God;
		4. [by](https://www.lawinsider.com/clause/termination?cursor=ClISTGoVc35sYXdpbnNpZGVyY29udHJhY3RzcjMLEhlDbGF1c2VTbmlwcGV0R3JvdXBfdjI4X2VuIhR0ZXJtaW5hdGlvbiMwMDAwMDAwYQwYACAA) either Party by written notice specifying the date of such termination to the other Party, which shall be not less than one (1) year after the date of giving of such notice; or
		5. by either Party in the event of the breach of any term of this Agreement by the other party, which breach is curable but not cured within ninety (90) days after written notice of the breach is given to the party alleged to be in breach by the other party.
	2. If this Agreement is terminated pursuant to Clause 9.1, each Party's further rights, obligations and liabilities under this Agreement shall cease immediately on termination, except for:
		1. each party's accrued rights (including the right to claim any remedy for breach or non-performance), obligations and liabilities as at the date of termination; and
		2. each party's continuing rights, obligations and liabilities under Clauses 1 (Definitions and interpretation), 10 (Confidentiality and announcements), 10.4(a) (Notices), 12.1 (Entire agreement), 12.2 (Costs and expenses), 12.3 (Assignment and successors), 12.4 (Third party rights), 12.6 (Severance), 12.7 (Variation), 12.8 (Waiver), 12.9 (Cumulative remedies), 12.10 (Counterparts), and 14 (Governing law and jurisdiction).

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# Confidentiality and announcements

* 1. The Parties agree that:
		1. IMPLEMENTER shall have a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute all photographs taken for the Project, and IMPLEMENTER may grant sublicenses to any party to use, copy and distribute all photographs taken for the Project without REPRESENTATIVE’s prior consent;
		2. IMPLEMENTER and its Affiliates or Agents may issue, or procure the issue of, any information about the Project in order to promote their respective activities and commitments, in any form and on any medium, including but not limited to press releases, circulars, brochures, social networks;
		3. REPRESENTATIVE shall, and shall procure that its Affiliates and Agents shall refrain from any communication about the Project, except with the prior written agreement of IMPLEMENTER;
		4. REPRESENTATIVE shall promptly, and in any event within two (2) days, refer any request for information about the Project from the media or other organizations to IMPLEMENTER or its Affiliates, and shall not provide any response without the prior written agreement of IMPLEMENTER or its Affiliates or Agents.
	2. REPRESENTATIVE shall not, and shall procure that members of the Landholding Community, his Affiliates, and Agents shall not, at any time, disclose to any person, or use, any confidential information of IMPLEMENTER, its Affiliates and Agents that they hold or which it subsequently receives pursuant to the terms of this Agreement.
	3. Each Party shall, and shall procure that its Affiliates and Agents shall:
		1. at all times keep confidential:
			1. the provisions and subject matter of, and the negotiations relating to, this Agreement; and
			2. all confidential information of the other party or its Affiliates received by it as a result of negotiating, entering into or performing this Agreement; and
		2. shall not, at any time disclose to any person, or use, any confidential information of IMPLEMENTER and its Affiliates that it holds or which it subsequently receives pursuant to the terms of this Agreement other than for the purposes contemplated by this Agreement.
	4. Clauses 10.1, 10.2 and 10.3 shall not restrict the making of any announcement or the disclosure or use of information:
		1. to either Party’s, and its Affiliates’, directors, officers, employees, and Agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom any such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential);
		2. the information is or becomes publicly available, other than as a result of a breach by the disclosure of any provision of this Agreement;
		3. the information is independently developed; or
		4. to the extent required by any Applicable Law or any Authority; provided that, in each case, such announcement is made or disclosure occurs after consultation (so far as reasonably practicable) as to the timing and content of such announcement or disclosure with the other Party unless such consultation is prohibited;
		5. to the extent required in connection with any legal action or proceedings or arbitral proceedings in connection with this Agreement; or
		6. with the prior written consent of the other Party.

# Notices

* 1. Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, letter or email.

* 1. Addresses

The address, fax number and email (and the department or officer, if any, for whose attention the communication is to be made) of the Parties for any communication or document to be made or delivered under or in connection with this Agreement is that identified below or any substitute address or fax number or email or department or officer as the Parties may notify to the other by not less than five Days’ notice.

* + 1. [IMPLEMENTER]

Attention: [FIRST NAME] [LAST NAME]

Email: [EMAIL]

Mailing Address: [ADDRESS]

* + 1. Village Representative

Attention: [FIRST NAME] [LAST NAME]

Email: [EMAIL]

Mailing Address: [ADDRESS]

* 1. Delivery
		1. Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
			1. if by way of fax or email, when received in legible form; or
			2. if by way of letter, when it has been left at the relevant address or five Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 11.2 (Addresses), if addressed to that department or officer.

* + 1. Any communication or document which becomes effective, in accordance with Clause 7.1(a), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

# General

* 1. Entire agreement

This Agreement (as may be varied in accordance with its terms) constitutes the entire agreement and understanding between the Parties. Accordingly, it supersedes and extinguishes all previous agreements, arrangements and understandings between the Parties. Each Party acknowledges that it has not relied on, or been induced to enter into this Agreement by any statement or representation given by any person (whether a party to this Agreement or not) that is not incorporated in this Agreement.

* 1. Costs and expenses

Any stamp duty, notarial fees and costs or duties payable in connection with this Agreement or its execution shall be borne by IMPLEMENTER. Unless otherwise expressly provided in this Agreement, each party shall bear its own costs, charges and expenses incurred in relation to the preparation, negotiation, execution and implementation of this Agreement.

* 1. Assignment and successors

This Agreement shall be binding on and continue for the benefit of the successors and permitted assigns of each party. No person shall assign, transfer, charge or otherwise deal with all or any of its benefits, rights or obligations under this Agreement, or grant, declare, create or dispose of any right or interest in this Agreement, without the prior written consent of all Parties (such consent not to be unreasonably withheld or delayed).

* 1. Third party rights

The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement and their respective successors and permitted assigns.

* 1. Negation of partnership and agency

This Agreement does not create a relationship of employment, agency, or partnership between the Parties. The Parties must not represent themselves, and must ensure that their officers, employees, Agents and subcontractors do not represent themselves, as being an officer, employee, partner or Agent of the other Party, or as otherwise able to bind or represent the other Party.

* 1. Severance

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Law of any relevant jurisdiction, that shall not affect or impair the legality, validity or enforceability of (a) any other provision of this Agreement in that jurisdiction; or (b) that provision or any other provision of this Agreement in any other relevant jurisdiction. If any illegal, invalid or unenforceable provision of this Agreement would be legal, valid and enforceable if some part or parts of it were modified, such provision shall apply with whatever modification is necessary so that it is legal, valid and enforceable and gives effect to the commercial intention of the parties.

* 1. Variation

Save for Clause 7.3, no variation of this Agreement shall be valid unless it is in writing and signed by all Parties.

* 1. Waiver

Any waiver of any right or remedy under or in respect of this Agreement shall only be valid if it is in writing, and shall apply only to the person to whom it is addressed and in the specific circumstances for which it is given. Unless otherwise expressly provided in this Agreement, no right or remedy under or in respect of this Agreement shall be precluded, waived or impaired by (a) any failure to exercise or delay in exercising it; (b) any single or partial exercise of it; (c) any earlier waiver of it, whether in whole or in part; or (d) any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.

* 1. Cumulative remedies

Unless otherwise expressly provided in this Agreement, the rights and remedies under this Agreement are in addition to, and do not exclude, any rights or remedies provided by law (including equitable remedies).

* 1. Counterparts

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.

* 1. Extension of time

Where any time period set out in this Agreement needs to be extended by the express written consent of certain Parties, the Parties shall at all times act reasonably and such consent shall not be unreasonably withheld or delayed.

# Governing Language

* 1. Each document, instrument, statement, report, notice or other communication to be furnished or delivered in connection with this Agreement or the Project shall be:
		1. in the English language; or
		2. accompanied by a [LOCAL LANGUAGE] translation upon which each of the Parties shall be entitled to rely.
	2. This Agreement is executed in English version and [LOCAL LANGUAGE] version, in compliance with [APPLICABLE LAW]. In the event of any inconsistency or different interpretation between the [LOCAL LANGUAGE] version and the English version, the English version shall prevail and the [LOCAL LANGUAGE] version is deemed to be automatically amended to conform with and to make the relevant part of the [LOCAL LANGUAGE] version consistent with the relevant part of the English version.
	3. To the extent not prohibited by Applicable Law, each Party in good faith agrees that it shall not in any manner or forum in any jurisdiction:
		1. challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated in this Agreement;
		2. defend its non-performance or breach of its obligations under this Agreement; or
		3. allege that this Agreement is against public policy or public order, or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

# Governing law and jurisdiction

* 1. This Agreement and any Dispute arising in connection with this Agreement are governed by and shall be construed in accordance with the laws of Singapore.
	2. If any Dispute arises out of or in connection with this Agreement or its formation, directors or other senior representatives of the Parties with authority to settle the Dispute will, within ten (10) days of a written request from one party to the other, meet in a good faith effort to resolve the Dispute.
	3. If the Dispute is not wholly resolved within forty-five (45) days from the receipt of the written request or within such further period as the Parties may agree in writing, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
	4. [FOR PROJECTS IN INDONESIA: Each of the Parties agrees that this Agreement shall be subject to SIAC Rules and therefore Article 48(1) of Indonesian Arbitration Law shall not apply to any arbitration proceedings pursuant to this Agreement, and agrees that arbitration proceedings pursuant to this Agreement need not be completed within a specific time.]
	5. Any arbitration awards issued by the Tribunal shall be final and binding on the Parties. To the fullest extent permitted under any Applicable Law, each of the Parties waives irrevocably and unconditionally its right to refer points of law or to any form of appeal, review or course to any state court or other judicial authority in respect of any arbitration award. [FOR PROJECTS IN INDONESIA: For the avoidance of doubt, in accordance with Article 60 of Indonesian Arbitration Law, no Party shall appeal to any court from any decision or award of the Tribunal].
	6. Each party irrevocably agrees that any process in any legal action or proceedings relating to any Dispute arising in connection with this Agreement may be served on it in accordance with the provisions of Clause 11 (Notices).

*[Remainder of page intentionally left blank]*

Execution by the Parties

| For and on behalf of [NAME OF THE VILLAGE] | For and on behalf of [LEGAL NAME OF THE IMPLEMENTER] |
| --- | --- |
|  |  |
| Name: Title: Date:  | Name: Title: Date: |

Acknowledged by Witnesses:

| First Witness | Second Witness |
| --- | --- |
|  |  |
| Name: Title: Date:  | Name: Title: Date: |

1. Add defined terms to Clause 1.1 where applicable. Clauses 1.2 to 1.6 are standard clauses to assist in the interpretation of the contract and should not be amended as far as possible. [↑](#footnote-ref-0)