Guide

Welcome to our library of templates designed to simplify your contractual/organizational needs. Before utilizing the templates, please review this guide for a clear understanding of their purpose and proper usage.

1. Limited Responsibility

Global Mangrove Trust Limited (UEN 201829713D) offers these templates for general guidance, but assumes no responsibility for the contents of, or the consequence of using, any version of the offered templates.

1. Governing Law

All GMT templates have been set up to be governed by and construed in accordance with the laws of Singapore as a placeholder. It provides a solid and reputable legal framework, instilling confidence in the enforceability and efficacy of the agreement in the context of international climate action.

1. Usage Disclaimer

Before using any template, you should consult with a lawyer licensed in the country of your legal domicile and that of your counterparty.

The templates have been based on our and our partners’ best practice and been prepared with utmost care, yet it is imperative to acknowledge that they are not a substitute for seeking professional legal advice tailored to your specific circumstances.

1. Customization

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.

If any amendments are made to the template, we strongly advise double-checking for any cross-references in the document that are no longer correct and need adjusting.

After customizing the template to your requirements, please remove the disclaimer regarding non-responsibility from the template's footnote.

By accessing and utilizing our legal templates, you acknowledge and agree to the terms outlined in this guide.

MEMORANDUM OF UNDERSTANDING (MoU)

between

[LEGAL NAME OF THE DEVELOPER]

and

[LEGAL NAME OF THE IMPLEMENTER]

## THIS MoU is made on [DAY] [MONTH] [YEAR], the Effective Date.

Between:

1. [LEGAL NAME OF THE DEVELOPER], a [TYPE] organization, incorporated in [COUNTRY], having its registered office at [ADDRESS], registration number: [NUMBER] (hereafter “DEVELOPER”); and
2. [LEGAL NAME OF THE IMPLEMENTER], a [TYPE] organization, incorporated in [COUNTRY], having its registered office at [ADDRESS], registration number: [NUMBER] (hereafter “IMPLEMENTER”),

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

Whereas:

DEVELOPER is a [TYPE] organization focusing on [DESCRIPTION OF MISSION]. DEVELOPER specializes in [DESCRIPTION OF WORK].

DEVELOPER has established collaborations for enhancing blue carbon financing and reporting with ecosystem partners including [NAMES OF SUPPORTING STAKEHOLDERS].

Now, DEVELOPER seeks partnerships to help Landholding Communities to register, manage, and finance voluntary emissions reduction projects via the protocols of the OxCarbon Standard or comparable standards for monitoring and evaluating blue carbon impacts.

And whereas:

IMPLEMENTER is a [TYPE] organization focusing on [DESCRIPTION OF MISSION]. IMPLEMENTER specializes in [DESCRIPTION OF WORK]. Together with Landholding 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.

# Definitions and interpretation

* 1. In this memorandum of understanding:

"Activities" means the community development programs and activities to be performed by the Community Representative, IMPLEMENTER, and/or their Agents as may be agreed by the Parties;

"Applicable Law" means any national, state, provincial, local, municipal, foreign, international, multinational, or other law, regulation, administrative order, constitution, ordinance, decree, the 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 such person's property, necessary for the conduct of such collaboration as may be conducted for the consummation of the matters contemplated under this Memorandum OF Understanding;

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

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

"Business Day" means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in [COUNTRY];

"Designated Area" means the mangrove areas as may be protected and conserved via any collaboration contemplated under this Memorandum of Understanding, and which may include an area of [PROJECT AREA] hectares of Protection, Conservation, and Restoration forest land, located in [NAME & ADDRESS OF COMMUNITY].

"Landholding Community" means the community holding the land in the Designated Areas;

"Community Representatives" means the individuals representing, and who have the authority to act for and on behalf of, the respective Landholding Communities, and who may serve as parties to any forthcoming and respective Conservation Agreements;

# General undertakings

DEVELOPER and IMPLEMENTER agree to explore an opportunity to collaborate in establishing an emissions reduction project, including under the auspices of the OxCarbon Standard or a comparable international accreditation standard, utilizing carbon financing and benefit sharing Agreements with the Landholding Communities, noting that:

* 1. DEVELOPER is prepared to deliver financial resources for pre-feasibility studies, for work to empower and document free, prior, and informed consent on the part of the Landholding Communities, for project registration activities, and for baselining efforts, to develop long-term benefit-sharing and forest conservation and restoration Agreements and related Activities;
	2. IMPLEMENTER is prepared to develop and implement long-term benefit-sharing and forest conservation and restoration Agreements with the Landholding Communities, in accordance with Applicable Laws, with this Memorandum of Understanding, and with any forthcoming Agreements as may be developed between the Parties;
	3. The Parties affirm a shared interest in sharing network contacts to advance blue carbon conservation and restoration projects and community benefit sharing globally; and
	4. In exploring collaborations, the Parties affirm their interest in developing blue carbon projects in accordance with their shared value holding that:
1. projects should maximize direct financial benefits for forest communities;
2. projects should promote local livelihoods, and in particular for women;
3. projects promote and leverage local expertise and ground truthing;
4. projects should minimize, within reason, intermediary costs in any future blue carbon verification and crediting regime; and
5. projects should rely on robust scientific methods in assessing climate action and socioeconomic impacts, and that
	1. DEVELOPER, its Affiliates and its partners 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.
6. Undertakings of IMPLEMENTER

In furtherance of these undertakings, IMPLEMENTER affirms its interest to utilize funds and take actions in a manner IMPLEMENTER deems fit to employ staff and members of Landholding Communities to organize Agreements and implement Activities to conserve and restore mangrove forests within the Designated Areas, including in collaboration with DEVELOPER and including efforts to:

* 1. organize Memorandum of Understandings with Community Representatives and other relevant authorities, including but not limited to those relevant to [COMMUNITY], as a basis for long-term conservation and restoration projects;
	2. co-develop, co-manage, and co-fund such Activities with Landholding Communities:
	3. communicate in good faith and with mutual respect with supporting partners, such as DEVELOPER, in implementing such Activities and organizing such Agreements;
	4. Register with the [COUNTRY SYSTEM] such Activities to conserve and restore mangrove forests and to finance such Activities via the organization and transfer for sale of carbon credits;
	5. update supporting partners, such as DEVELOPER, or its affiliates, on such registration progresses ;
	6. document such Activities that IMPLEMENTER, the Community Representative and/or their Agents perform within the Designated Areas, including those made with support from and in collaboration with DEVELOPER, and provide such records to supporting partners, such as DEVELOPER, on request;
	7. notify supporting partners, such as DEVELOPER, within a reasonable period of time, of any activities that IMPLEMENTER is aware of, or becomes aware of, that could reduce the size of, or have a significant adverse impact upon, any mangrove conservation and restoration work developed within the Designated Areas, including but not limited to any permits active and/or are granted for the use of forest resources within any Designated Areas; and to
	8. maintain compliance with Applicable Laws with respect to due prevention of corruption and money laundering activity;
1. Undertakings of DEVELOPER

In furtherance of these undertakings, DEVELOPER affirms its commitment to seek out international monies, including from both grants and private finance facilities to provide to IMPLEMENTER to fund the Activities in accordance with the appropriate and Agreements. In so doing, DEVELOPER affirms its commitments to:

* 1. bear all of its own costs;
	2. liaise professionally with the leadership of IMPLEMENTER and its officers to support various actions contemplated between the Parties;
	3. delegate and share responsibilities in a good faith and professional manner, and accept the same by IMPLEMENTER, so as to realize the success of the Activities and Agreements;
	4. develop and support the development of capacities and business activities, within both DEVELOPER and IMPLEMENTER, to help the Parties fulfill their various commitments and obligations under any Agreements in view of furthering the Activities;
	5. to deliver to IMPLEMENTER for the purpose of further distribution to the Landholding Communities through the agreed budgets or grants, funds to support the pre-feasibility and baseline activities to establish a long term emissions reduction project in the Designated Areas.
	6. DEVELOPER shall make payments of the agreed budgets or grants by bank transfer to the IMPLEMENTER Account within ten (10) Business Days from receiving the invoice.

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Execution by the Parties

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