Guide

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Personalize the template by filling in all [BRACKETED] sections with the required details.   
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PROJECT DEVELOPER AGREEMENT[DAY] [MONTH] [YEAR]

between

[LEGAL NAME OF IMPLEMENTER]

and

[LEGAL NAME OF DEVELOPER]

| relating to  THE CONSERVATION OF [PROJECT AREA SIZE] HECTARES OF MANGROVE FORESTRY  AT [PROJECT LOCATION(S)]    and the  INTERNATIONALE REGISTRATION AND FINANCING OF A  FOREST EMISSIONS REDUCTION PROJECT |
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## 

Contents

Clause Page

1. [Definitions and interpretation 3](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.1t3h5sf)
2. [Commencement and duration 6](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.lnxbz9)
3. [Undertakings by the Parties for effective Project management 7](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.1ksv4uv)
4. [Undertakings by the Parties for project registration and financing 8](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.4i7ojhp)
5. [General undertakings 9](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.qsh70q)
6. [Performance evaluation and remediation plans 9](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.1pxezwc)
7. [Payment Obligations of DEVELOPER 10](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.147n2zr)
8. [Termination 11](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.23ckvvd)
9. [Confidentiality and announcements 12](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.41mghml)
10. [Notices 13](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.1v1yuxt)
11. [General 14](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.3tbugp1)
12. [Governing Language 15](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.4k668n3)
13. [Governing law and jurisdiction 16](https://docs.google.com/document/d/1lLHk2i3JH0oHneNSgKuYdQHTriUBQKuSAXqmuc5B8m4/edit#heading=h.4bvk7pj)

Schedules

[[TO BE INSERTED: Implementation Schedule] 21](#_ivsj9zkh4p9e)

[[TO BE INSERTED: PERFORMANCE SCHEDULE] 22](#_gm7wj3hi9kiw)

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

Between:

1. [LEGAL NAME OF IMPLEMENTER] ([REGISTRATION NUMBER]), a [TYPE] organization incorporated in [COUNTRY], having its registered office at [ADDRESS] ("IMPLEMENTER"); and
2. [LEGAL NAME OF DEVELOPER] ([REGISTRATION NUMBER]), a [TYPE] organization incorporated in [COUNTRY], having its registered office at [ADDRESS] ("DEVELOPER").

(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 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.
2. DEVELOPER is a [TYPE] organization focusing on [DESCRIPTION OF MISSION]. DEVELOPER specializes in [DESCRIPTION OF WORK]. DEVELOPER seeks partnerships to help Landholding Communities register, manage, and finance voluntary mangrove emissions reduction projects via the protocols of the OxCarbon Standard or comparable standards for monitoring and evaluating blue carbon impacts, and to ensure families and businesses are empowered and engaged in community-based mangrove forestry.
3. IMPLEMENTER is duly nominated and empowered to serve as an agent of the Landholding Communities to manage, register, and finance a voluntary mangrove emissions reduction project in an approximately [PROJECT AREA SIZE] hectare area of forest land at [PROJECT LOCATION(S)] (the “Project”).
4. IMPLEMENTER intends to exclusively appoint DEVELOPER as its Project Development Agent (as defined below), to register the Project in accordance with an international climate standard like the OxCarbon Standard or comparable standards as to secure and sustain financing for the Project, and DEVELOPER intends to accept the appointment.

IT IS HEREBY NOW AGREED as follows:

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

* 1. In this Agreement:

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

"Affiliate" means:

* 1. in relation to a company: any other company directly or indirectly controlling, controlled by or under common control with such company, and "control" for these purposes means (i) holding the majority of the voting rights or share capital of such company or (ii) otherwise having the power to direct the management and policies of such company.
  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 trustees referred to in (ii), acting in their capacity as trustees, taken together directly or indirectly controls,

For the avoidance of doubt, an entity will control a second entity or entities if it: (a) owns or controls, directly or indirectly, at least 50% of the voting equity of the second entity or entities; or (b) it possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of the second entity or entities, whether through the ownership of voting securities, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of management or similar body governing the affairs of the second entity or entities;

"Agent" means any third party appointed by IMPLEMENTER and/or DEVELOPER 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 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;

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

"Community Representatives" means the individuals representing, and who have the authority to act for and on behalf of, the respective Landholding communities in the Designated Areas, and who are parties to the respective Climate Action Agreements;

"Complaint" has the same meaning as the defined term at Clause 5.3;

"Conserved Forestry" means the mangrove forestry in the Designated Areas intended to be protected, and conserved by this Agreement, and which has the area of [TOTAL NUMBER] ha;

"Climate Action Agreements" means each Community Climate Action and Benefit-Sharing Agreements dated on or around the date of this Agreement entered by IMPLEMENTER and the Community Representatives of the Landholding Communities in the Designated Areas for and in relation to the Project, and which are exhibited herein at [IMPLEMENTATION SCHEDULE];

"Designated Areas" means the constituent land parcels compromising the Project, namely approximately (1) [NUMBER 1] hectare area of land in [Community 1] in [PROVINCE 1]; (2) [NUMBER 2] hectare area of land in [Community 2] in [PROVINCE 2]; (3) [NUMBER 3] hectare area of land in [Community 3] in [PROVINCE 3]; and (4) [NUMBER 4] hectare area of land in [Community 4] in [PROVINCE 4], and "Designated Area" means any one of these parcels;

"Designated Area Assessment" means the performance assessment of each Designated Area compared to the expected standard of performance set out in the Performance Schedule, and "Designated Area Assessments" means all of the Designated Area Assessments;

"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);

"Evaluation Report" has the same meaning as the defined term at Clause 6.2;

"IMPLEMENTER Account" means the following bank account of [IMPLEMENTER]:

Bank name:

Bank address:

Bank phone number:

Account Name:

Account Number:

Swift code:

[FOR PROJECTS IN INDONESIA: "Indonesian Arbitration Law" means the Law of the Republic of Indonesia No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, as amended;]

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

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

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

"Project Assessment" means the performance assessment of the performance of the Project as a whole, compared to the expected standard of performance set out in the Performance Schedule;

"Project Development Agent" has the same meaning as the defined term at Clause 4;

"Remediation Plan" has the same meaning as the defined term at Clause 6.5;

"SIAC" has the same meaning as the defined term at Clause 13.3;

"SIAC Rules" has the same meaning as the defined term at Clause 13.3;

* 1. In this Agreement (unless the context requires otherwise):
  2. "$" and "dollars" means the lawful currency of the United States of America; and
  3. "including", "includes" or "in particular" means including, includes or in particular without limitation.
  4. In this Agreement (unless the context requires otherwise), any reference to:
  5. any gender includes all genders, and the singular includes the plural (and vice versa);
  6. 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);
  7. any time of day or date is to that time or date in [COUNTRY OF PROJECT];
  8. a day shall be a period of 24 hours running from midnight to midnight, and days shall be to calendar days unless Business Days are specified;
  9. a month or a year shall be to a calendar month or a calendar year respectively;
  10. 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);
  11. 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
  12. writing or written includes any method of representing or reproducing words in a legible form.
  13. 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.
  14. This Agreement incorporates the schedules to it [TO BE INSERTED].
  15. 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 8.

# 

# Undertakings by the Parties for effective Project management

The Parties acknowledge that a key objective of this Agreement is to set out terms by which IMPLEMENTER will work with the Landholding Communities to protect and conserve the mangrove forest in the Designated Areas, and meet all reporting requirements, in accordance with the Applicable Laws and this Agreement.

* 1. In furtherance of this key objective, IMPLEMENTER agrees:
     1. to utilize monies paid to IMPLEMENTER in the manner as IMPLEMENTER deems fit to employ staff and members of the Landholding Communities for the Activities to protect, and to educate the community of the ways to conserve, the mangrove forest on the Designated Areas;
     2. to co-develop, manage, and fund Activities with the Landholding Communities in order:
        1. to protect and conserve biodiversity on the Designated Areas;
        2. to protect and promote human rights of all individuals affected by this Project, in accordance with the Applicable Law;
        3. to maintain compliance with obligations imposed under the Applicable Law with respect to prevention of corruption and money laundering activity; and
        4. to cooperate in good faith with mutual respect in implementing this Project.
  2. Clause 3.1 shall not prevent the following activities being undertaken on the Designated Areas which will result in the net conservation of biodiversity:
     1. remediation of the Designated Areas;
     2. rehabilitation or regeneration of vegetation on the Designated Areas designed to achieve reafforestation as closely as possible to that which approximates the natural canopy tree composition for the site;
     3. establishment of fire boundaries or other emergency-based, prescribed burning;
     4. any seed collection, surveying, monitoring, trapping, sowing or management of fauna required to implement the Activities;
     5. the recovery of previously-felled forest products from Designated Areas that has been recently harvested and not yet regenerated; and
     6. any and all other non-forestry activities permitted by any Applicable Law.

* 1. IMPLEMENTER shall, within a reasonable period of time, notify DEVELOPER 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 Designated Areas, including any permits that are active or are granted for the exploitation of the forestry designated or determined as production areas in the Designated Areas.
  2. IMPLEMENTER shall maintain insurance coverage for the Landholding Communities, IMPLEMENTER, and their Agents’ staff and volunteers against such losses and risks and in such amounts as IMPLEMENTER believes to be prudent and customary for the performance of this Agreement.
  3. IMPLEMENTER shall keep a record of the Activities that it, the Community Representative and/or their Agents perform in the Designated Areas in accordance with the template as set out in [IMPLEMENTATION SCHEDULE] and shall provide the records to DEVELOPER promptly upon request.
  4. IMPLEMENTER agrees to:
     1. use reasonable efforts and work with the Landholding Communities to give DEVELOPER or its Affiliates access to the Designated Areas within reasonable time upon request by DEVELOPER or its Affiliates to monitor compliance with this Agreement and to conduct field work; and
     2. ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the right specified in Clause 3.6(a).

# Undertakings by the Parties for project registration and financing

The Parties further acknowledge that the key objectives of this Agreement are to nominate and empower DEVELOPER to act as an Agent of IMPLEMENTER to register the Project in accordance with an international climate standard like the OxCarbon Standard or comparable standards and to secure and sustain financing for the Project (“Project Development Agent”).

* 1. In furtherance of these key objectives, IMPLEMENTER agrees, during the tenure of this Agreement:
     1. to appoint DEVELOPER as its Project Development Agent;
     2. to transfer and grant DEVELOPER full and exclusive ownership, rights, claims, and titles to all Environmental Credits that IMPLEMENTER receives or may receive from the Community Representatives;
     3. that DEVELOPER 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. that DEVELOPER shall have sole and absolute discretion to take any action, directly or indirectly through its Agents and Affiliates, to register the Project in accordance with an international climate standard like the OxCarbon Standard or comparable standards and to secure and sustain financing for the Project.
  2. In appointing DEVELOPER as its Project Development Agent, IMPLEMENTER represents and warrants:
     1. that IMPLEMENTER has obtained full and exclusive ownership, rights, claims, and titles to all Environmental Credits from each and every Community Representatives in the Designated Areas;
     2. that IMPLEMENTER has secured written commitments from each and every Landholding Community Representative not to grant to any other party, or allow any other party to gain or obtain, any right to the Environmental Credits that may arise in the Designated Areas;
     3. that IMPLEMENTER has the power and authority to deal with the Environmental Credits in any manner that it deems fit, including transfer and grant the Environmental Credits to DEVELOPER pursuant to Clause 4.1(b); and
     4. that 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.
  3. In furtherance of these key objectives, DEVELOPER 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 like the OxCarbon Standard or comparable standards as to secure and sustain financing for the Project;
     2. to, in good faith and with professionalism, report to IMPLEMENTER, where necessary, the results of the annual performance assessments of the Project; and
     3. to deliver to IMPLEMENTER for the purpose of further distribution to the Landholding Communities through the Climate Action Agreements, funds to support the livelihood development activities that support the effective management of the mangrove forest in the Designated Areas.

# General undertakings

IMPLEMENTER and DEVELOPER agree:

* 1. that IMPLEMENTER and DEVELOPER each may carry out the Activities either acting by themselves, or by their Affiliates, or through an Agent, but IMPLEMENTER and DEVELOPER 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 IMPLEMENTER shall, upon request, notify DEVELOPER 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 if an employee or member of the Landholding Community files a disclosure of an improper activity and/or a significant breach of this Agreement with IMPLEMENTER (the “Complaint”), IMPLEMENTER shall immediately notify DEVELOPER of the Complaint and shall ensure that no officer, employee, member or Agent of IMPLEMENTER takes or threatens to take any action against such employee or member of the Landholding Community in retaliation for the Complaint.
  4. that if IMPLEMENTER receives a Complaint and an officer, employee, member or Agent of the Community 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 disclosure of information, IMPLEMENTER shall confer with DEVELOPER as to the appropriate penalty to be imposed under the applicable Climate Action Agreement.

# Measurement, Evaluation, Assessment, and Remediation Processes

* 1. DEVELOPER shall work with its Affiliates and partners to measure the Conserved Forestry annually under the protocols of an international forest conservation standard and report the results (the “Measurement”) to IMPLEMENTER within ten (10) business days of the close of each Assessment Period.
  2. Within ten (10) business days from the receipt of the Measurement, IMPLEMENTER shall submit to DEVELOPER, an evaluation report (the “Evaluation Report”) that shall include:
     1. IMPLEMENTER’s assessment of whether each Community Representative and Landholding Community has complied with the undertakings as set out in the Climate Action Agreements in the preceding Assessment Period;
     2. IMPLEMENTER’s assessment of and opinion on the factors that led to each Landholding Community’s performance with regards to management of the Conserved Forestry in the preceding Assessment Period; and
     3. the management best practices that IMPLEMENTER has acquired from the Project.
  3. Within twenty (20) business days from the receipt of the Evaluation Report, DEVELOPER shall provide IMPLEMENTER with the Project Assessment and the Designated Area Assessments, which shall:
     1. be based on the results of the Evaluation Report and the Measurement, as compared to the expected standard of performance set out in the Performance Schedule;
     2. determine the payments made to IMPLEMENTER and/or to the Community Representatives, according to their performance and as set out in the Performance Schedule.
  4. Within ten (10) business days from the date IMPLEMENTER receives the Project Assessment and Designated Area Assessments, IMPLEMENTER shall inform each Community Representative of the Project Assessment and the Community Representative’s respective Designated Area Assessment.
  5. If the Project Assessment or the Designated Area Assessment does not meet expected standard of performance set out in the Performance Schedule:
     1. IMPLEMENTER shall work with the Community Representative(s) to produce one or more remediation plans detailing suggestions about how to improve the performance within an agreed upon time frame for each item addressed in the Project Assessment and/or Designated Area Assessments (the “Remediation Plan”);
     2. provide the Remediation Plan(s) to DEVELOPER within forty (40) Business Days from the date IMPLEMENTER receives the Project Assessment and Designated Area Assessments; and
     3. DEVELOPER may request that IMPLEMENTER, through the Community Representative(s), carry out such action proposed in the Remediation Plan at no additional cost or for an additional sum that DEVELOPER may (in its sole and absolute discretion) determine and provide.
  6. At any time during each Assessment Period, if DEVELOPER becomes aware of any activity in the Designated Areas which could have a significant adverse impact on the Conserved Forestry, DEVELOPER may request that IMPLEMENTER, through the Community Representative(s), 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 DEVELOPER may (in its sole and absolute discretion) determine and provide.

# Payment Obligations of DEVELOPER

* 1. DEVELOPER shall make payment of the sum available for the Project by bank transfer to the IMPLEMENTER Account within ten (10) Business Days from:
     1. for the first quarter of the new Assessment Period, the date DEVELOPER provides IMPLEMENTER with the Project Assessment and the Designated Area Assessment for each Community Representative; and
     2. for the remaining quarters of the new Assessment Period, the first day of the quarter,

in accordance with the Performance Schedule, and IMPLEMENTER shall transfer the funds within ten (10) Business Days upon receipt of the funds.

* 1. If there are any excess funds after payment is made to every Landholding Community in the Project pursuant to the Performance Schedule set out in the Climate Action Agreements executed with each Landholding Community in the Project, DEVELOPER may (in its sole and absolute discretion) direct IMPLEMENTER to apply any excess funds for the use by any Landholding Community in the Project in accordance with the performance of the Communities.
  2. DEVELOPER may, after consulting with IMPLEMENTER but in DEVELOPER’s sole and absolute discretion, review and vary the Performance Schedule within the three (3) months prior to the start of the new Assessment Period, and shall notify IMPLEMENTER of the changes at least six (6) weeks before the start of the new Assessment Period. IMPLEMENTER shall then notify the Community Representatives 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.

If any fee, charge or tax must be deducted from any amounts payable or paid, DEVELOPER may in its sole discretion, but shall not be obliged to, pay such additional amounts as may be necessary to ensure that IMPLEMENTER receives a net amount equal to the full amount which it would have received had payment not been made subject to such deduction.

# Termination

* 1. This Agreement may be terminated:
     1. with the written agreement of the Parties;
     2. by DEVELOPER if any of the representations and warranties expressed by IMPLEMENTER in Clause 4.2 is incorrect, false, fraudulent, negligent, incomplete or misleading or in any manner whatsoever;
     3. by DEVELOPER if the area of the Conserved Forestry in one or more of the Designated Areas is reduced by more than ten percent (10%) in a single Assessment Period by reason of circumstances beyond the reasonable control of IMPLEMENTER or the Community Representatives, including 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 8.1, 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*), 9 (*Confidentiality and announcements*), 10 (*Notices*), 11.1 (*Entire* *agreement*), 11.2 (*Costs* *and* *expenses*), 11.3 (*Assignment* *and* *successors*), 11.4 (*Third* *party* *rights*), 11.6 (*Severance*), 11.7 (*Variation*), 11.8 (*Waiver*), 11.9 (*Cumulative* *remedies*), 11.10 (*Counterparts*), and 13 (*Governing* *law and* *jurisdiction*).
  3. [FOR PROJECTS IN INDONESIA: The Parties hereby waive the applicability of Article 1266 of the Indonesian Civil Code to the extent termination of this Agreement requires prior approval from the court.]

# Confidentiality and announcements

* 1. The Parties agree that:
     1. DEVELOPER shall have a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute all photographs taken for the Project, and DEVELOPER may grant sublicenses to any party to use, copy and distribute all photographs taken for the Project without IMPLEMENTER’s prior consent;
     2. 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 press releases, circulars, brochures, social networks;
     3. IMPLEMENTER shall, and shall procure that its Affiliates and Agents and members of the Landholding Community shall, refrain from any communication about the project contemplated in this Agreement, except with the prior written agreement of DEVELOPER; and
     4. IMPLEMENTER shall promptly, and in any event no later than two (2) days, refer any request for information about the project contemplated in this Agreement from the media or other organizations to DEVELOPER, and shall not provide any response without the prior written agreement of DEVELOPER.
  2. IMPLEMENTER shall not, and shall procure that its Affiliates and Agents and members of the Landholding Community shall not, at any time disclose to any person, or use, any confidential information of DEVELOPER that it holds 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 DEVELOPER 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 9.1, 9.2 and 9.3 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. if 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. if 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 Business Days’ notice.

* + 1. [IMPLEMENTER]

Attention:

Email:

Mailing Address:

Fax Number:

* + 1. [DEVELOPER]

Attention:

Email:

Mailing Address:

Fax Number:

* 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 Business 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 10.2 (*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 DEVELOPER. 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 10 (*Notices*).

*[Remainder of page intentionally left blank]*

Execution by the Parties

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

Acknowledged by Witnesses:

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

# [TO BE INSERTED: Implementation Schedule]

# [TO BE INSERTED: PERFORMANCE SCHEDULE]

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)