



REPUBLIK INDONESIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
CONCERNING
COMMUNITY EMPOWERMENT IN MANGROVE ECOSYSTEMS**

The Government of the Republic of Indonesia and the Government of the Republic of Singapore (hereinafter referred to individually as a “Participant” or collectively as the “Participants”);

AFFIRMING the mutual interest of the Participants in developing cooperation in the fields of climate change and sustainability based on the principle of mutual benefits;

DESIRING as close partners to strengthen existing cooperation in the field of climate change and sustainability to maximize realization of the economic and social benefits, including through the sharing of best practices and capacity-building;

REAFFIRMING that the Participants, when taking action to address climate change, should respect, promote, and consider their respective obligations on human rights, the right to health, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity;

RECOGNIZING the importance of the Paris Agreement and Sustainable Development Goals and the common concerns of the Participants on global environment matters;

RECALLING the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of the Republic of Singapore concerning Cooperation on Climate Change and Sustainability signed in Singapore on 21st March 2022;

PURSUANT TO the prevailing laws and regulations of the respective countries;

HAVE REACHED the following understanding:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter referred to as the “**MoU**”) is to establish a bilateral framework to facilitate the participation of relevant non-governmental organizations and stakeholders from the Participants in community empowerment activities related to the conservation and sustainable use of mangrove ecosystems.

ARTICLE II SCOPE OF COOPERATION

The scopes of cooperation under this MoU will cover activities focusing on community empowerment, including but not limited to:

1. sharing best management practices through training, education, and public awareness capacity-building activities to promote the sustainable use of mangrove resources, including but not limited to:
 - a. development of mangrove ecotourism;
 - b. utilization of mangrove for medicinal purposes;
 - c. production of food and beverages derived from mangrove resources;

- d. innovation of biomaterials sourced from mangrove; and
 - e. other activities to improve local community livelihoods.
2. activities relating to the conservation and rehabilitation of mangroves, and relating to facilitating research on quantifying carbon contributions in mangrove ecosystems; and
 3. other activities to be mutually decided by the Participants.

ARTICLE III COMPETENT AUTHORITIES

1. The Government of the Republic of Singapore has authorized the National Climate Change Secretariat (hereinafter referred to as “**NCCS**”) to act on its behalf to coordinate the implementation of this MoU and achieve its objective.
2. The Government of the Republic of Indonesia has authorized the Coordinating Ministry of Maritime Affairs and Investment (hereinafter referred to as “**CMMAI**”) to act on its behalf to coordinate the implementation of this MoU and achieve its objective.
3. The Participants will involve local governments from Indonesia, and third parties as decided between the Participants, as appropriate, to implement the activities under this MoU.

ARTICLE IV IMPLEMENTATION

1. The Participants may agree on further specific arrangements and plans for any project activities under this MoU in separate implementing arrangements signed by the Participants, if the Participants mutually decide that it is necessary. Such implementing arrangements will be in accordance with the prevailing laws and regulations of the respective countries as well as the terms of this MoU.
2. The Participants agree that the implementation of the activities under this MoU will be carried out in Setokok Island, Riau Islands Province, and other designated locations as mutually decided by the Participants.

ARTICLE V
JOINT WORKING GROUP

1. For the implementation of this MoU, the Participants agree to establish a Joint Working Group.
2. The Joint Working Group will be composed of an equal number of representatives from each Participant and co-chaired by the Assistant Deputy of Climate Change and Disaster Management of CMMAI and the Director-General for Climate Change of NCCS.
3. The Joint Working Group will have the power to make binding decisions within the scope of its responsibilities. Recommendations and decisions of the Joint Working Group will be adopted by consensus and recorded in written form.
4. The Joint Working Group will meet annually or at any time as mutually determined by the Participants alternately in the Republic of Indonesia and the Republic of Singapore. Each Participant will cover its expenses relating to participation in the Joint Working Group meetings.

ARTICLE VI
FINANCIAL ARRANGEMENT

1. Unless otherwise mutually decided in writing by the Participants, any expenses incurred by any Participant in relation to participating in meeting arrangements and/or site visits, towards facilitating the implementation of this MoU will be borne by the Participant incurring the expense.
2. Unless otherwise mutually decided in writing by the Participants, the costs relating to the implementation of the activities set out in Article II will be funded by third parties and other sources, to be identified by the Participants.

**ARTICLE VII
CONFIDENTIALITY**

1. Unless otherwise provided in this MoU, if either Participant provides information to the other Participant under this MoU and designates the information as confidential, the Participant receiving the information shall maintain the confidentiality of the information and use it only for the purposes under this MoU, and shall not disclose it without specific written permission of the Participant providing the information.
2. The Participants may discuss and conclude any specific arrangement or agreement between them on the protection of confidential information, which may be derived from cooperation under this MoU.
3. The provisions of this Article will remain in effect, notwithstanding the termination or expiration of this MoU.
4. The provisions of this Article will not prejudice the respective laws and regulations of the countries.

**ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules, and regulations of the Participants.
2. The use of the names, logos and/or official emblems of a Participant on any publication, document and/or paper will be prohibited without prior written approval of that Participant concerned.
3. The Participant who provided a document or material to the other Participant under this MoU shall retain ownership of the title and intellectual property rights related to the document or material. The Participant who received the document or material shall respect and protect the rights of the Participant who provided the document or material.
4. Unless otherwise decided in writing by the Participants, each Participant will retain full ownership of all intellectual property rights owned or developed by that Participant.

5. Ownership of any new intellectual property rights in respect of any material jointly developed by the Participants in the course of implementing this MoU will be mutually agreed by the Participants in writing.
6. For the purpose of this Article, "intellectual property rights" includes all rights in the nature of copyright and related rights, designs, patents, trade secrets, trademarks and related rights.
7. The provisions of this Article will remain in effect, notwithstanding the termination or expiration of this MoU.

ARTICLE IX
GENETIC RESOURCES AND TRADITIONAL KNOWLEDGE

The Participants recognize the value of Genetic Resources and Traditional Knowledge (hereinafter referred to as "GRTK") in the mangrove ecosystems. For this purpose, the Participants will make arrangements regarding any access and use of GRTK that may occur as a result of activities under this MoU. Such arrangements will be based on the principle of fair and equitable benefit sharing.

ARTICLE X
EFFECT OF MOU

1. This MoU does not constitute or create and is not intended to constitute or create any legally enforceable rights or obligations on either Participant or any third party under international law or any domestic law.
2. Each Participant's implementation of this MoU will be consistent with its prevailing domestic laws and regulations.

ARTICLE XI
SETTLEMENT OF DIFFERENCES

Any differences arising in relation to the interpretation or implementation of this MoU will be settled amicably by consultations or negotiation on the basis of mutual understanding and goodwill between the Participants.

ARTICLE XII
FINAL PROVISIONS

1. This MoU will be effective from the date of its signature. This MoU will remain applicable for a period of five (5) years and may be renewed by mutual written consent of the Participants through diplomatic channels.
2. This MoU may be amended in writing at any time with the written consent of the Participants through diplomatic channels.
3. This MoU may be terminated at any time by either Participant by providing written notice to the other Participant through diplomatic channels at least six (6) months prior to the intended date of termination.
4. Such termination or expiration will not affect the implementation of any cooperation projects, programs, or activities under this MoU which are in progress at the time of the notification of such termination or expiration, and for which the Participants will mutually decide on measures required for the orderly conclusion of such arrangements, unless the Participants decide otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this MoU.

SIGNED in duplicate in Bogor, Indonesia on 29 April 2024, in the Indonesian and English languages, all texts being equally valid. In case of any divergence on the interpretation of this MoU, the English text shall prevail.

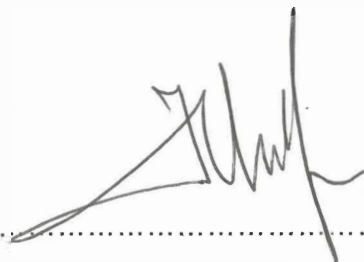
**FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA**



Luhut Binsar Pandjaitan

Coordinating Minister for Maritime
Affairs and Investment

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SINGAPORE**



Teo Chee Hean

Senior Minister and Coordinating
Minister for National Security