

**COOPERATION AGREEMENT
BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF GHANA
TOWARDS THE IMPLEMENTATION OF THE PARIS AGREEMENT**

The SWISS CONFEDERATION acting by the Federal Department for the Environment, Transport, Energy and Communications and the REPUBLIC OF GHANA acting through the Ministry of Environment, Science, Technology and Innovation of P.O. Box M232, Accra Ghana (MESTI) (hereinafter referred to as “the Parties”),

having regard to the friendly relations between the Parties;

desiring to further strengthen these relations and the fruitful cooperation between the Parties;

reaffirming the Parties' commitment to democracy, the rule of law, human rights and fundamental rights in accordance with international law, including the Charter of the United Nations and the Universal Declaration of Human Rights;

recalling the Paris Agreement, adopted on 12 December 2015, particularly its Articles 4, 6 and 13 and the relevant decisions under the Paris Agreement;

reaffirming their intention to amend this Cooperation Agreement consistent with further guidance to be adopted by the Conference of the Parties serving as the meeting to the Parties of the Paris Agreement (CMA);

reaffirming the Parties' endorsement of the San Jose Principles for High Ambition and Integrity in International Carbon Markets;

recalling the United Nations Sustainable Development Goals;

emphasizing the necessity to reach globally net-zero carbon emissions around 2050 pursuant to Article 4.1 of the Paris Agreement and the findings of the Intergovernmental Panel on Climate Change (IPCC) in its special report on the impacts of global warming of 1.5 degrees above pre-industrial levels and related global greenhouse gas emission pathways;

recalling the importance of formulating and communicating to the Secretariat of the Paris Agreement mid-century, long term low greenhouse gas emission development strategies, pursuant to Article 4.19 of the Paris Agreement;

noting that cooperation under Article 6 of the Paris Agreement allows for higher ambition in mitigation and adaptation action;

reaffirming the commitment to ensuring transparency and preventing double counting, to protecting the environment, and to promoting sustainable development including the respect of human rights;

recognizing the need to support the establishment of enabling conditions for this cooperation, including capacities, processes and institutions;

recognizing that the current nationally determined contribution of the Swiss Confederation under the Paris Agreement includes the use of internationally transferred mitigation outcomes;

noting that the Republic of Ghana is considering selling emission reductions provided this is not an obstacle to compliance with the nationally determined contribution;

noting that each Party may take the role of Transferor or Receiver under this Agreement;

Now therefore the Parties agree as follows:

To operationalize cooperation under Article 6.2 of the Paris Agreement through the recognition of ITMOs achieved from mitigation activities in Ghana as Transferor to the Government of Switzerland as Receiver, adhering to the principles of avoidance of double counting, of environmental integrity, of transparency and of sustainable development.

ARTICLE 1 General definitions

For the purpose of this Agreement, the following definitions apply:

1. "Internationally Transferred Mitigation Outcome":
 - a. "Mitigation Outcome" is defined as one ton of emission reductions or removals measured in metric tons of carbon dioxide equivalent (CO_{2eq}) in accordance with the guidance on methodologies and metrics pursuant to Article 4.13 of the Paris Agreement;
 - b. An "Internationally Transferred Mitigation Outcome" pursuant to Article 6.2 of the Paris Agreement, hereinafter referred to as an ITMO, is a Mitigation Outcome which has been transferred and recognized pursuant to Article 8.
2. "Acquiring Entity" is an entity that receives the ITMOs recognized under this Agreement.
3. "Mitigation Activity" is a project, programme or policy which mitigates greenhouse gases.
4. "Authorization" is the formal statement that each Party publicly issues and thereby guarantees to recognize, pending fulfillment of all requirements for transfer pursuant to Article 7, the international transfer of Mitigation Outcomes and their use towards NDC achievement or for mitigation purposes other than achievement of NDC.
5. "Biennial Transparency Report" refers to the reports defined under Article 13 of the Paris Agreement.
6. "Commercial Agreement" is an agreement between an Entity Authorized to Transfer and an Acquiring Entity regulating the commercial terms related to the international transfer of Mitigation Outcomes.
7. "Corresponding Adjustment" is an element in the reporting under the Paris Agreement ensuring avoidance of double counting of ITMOs, implementing Articles 4.13, 6.2, and 13.7.b of the Paris Agreement.
8. "Entity Authorized to Transfer" is an entity authorized by the Transferor to transfer the Mitigation Outcomes recognized under this Agreement.
9. "Issuance" is the creation of a transferable mitigation outcome in a Registry.
10. "Mitigation Activity Design Document" or "MADD" is a document describing the Mitigation Activity.
11. "Monitoring Report" is a report on the verifiable result indicators of a Mitigation Activity from which Mitigation Outcomes originate.
12. "Nationally Determined Contribution" or "NDC" is the contribution of a Party to the Paris Agreement under its Article 3.
13. "NDC Implementation Period" is the time frame of a NDC of a Party to the Paris Agreement.
14. "Recognition of transfer" is the registration of information in a Registry to confirm a transfer, without issuance of units.
15. "Registry" is a digital system that tracks Mitigation Outcomes and their transfer.
16. "Receiver" is the Party to this Agreement which recognizes the Mitigation Outcomes internationally transferred in its Registry as ITMOs.
17. "Transferor" is the Party to this Agreement which recognizes in its Registry the Mitigation Outcomes internationally transferred as additions to its emission level covered by its NDC.

18. "Verifier" is the independent third-party entity approved by each Party that verifies Monitoring Reports.
19. "Verification Report" is the report issued by the Verifier confirming the accuracy of the content of a Monitoring Report.
20. "Vintage Year" is the year in which a Mitigation Outcome has taken place.

ARTICLE 2 Objective

1. The objective of this Agreement is to establish the legal framework for the transfers of Mitigation Outcomes for use towards NDC achievement or for mitigation purposes other than achievement of the NDC.
2. This Agreement provides the framework for Commercial Agreements between the Acquiring Entity and the Entity Authorized to Transfer.

ARTICLE 3 Environmental integrity

Minimal principles and criteria relevant for ensuring the environmental integrity of Mitigation Outcomes for which transfer and use are authorized, are hereby established as follows:

1. Mitigation Outcomes shall be:
 - a. real;
 - b. verified;
 - c. additional to any that would otherwise occur and
 - d. permanent or achieved under a system that ensures permanence, including by appropriate compensation of any material reversals;
2. Mitigation Outcomes shall represent mitigation achieved from January 1st 2021 onwards;
3. A Mitigation Outcome may be used within the NDC implementation period that covers its Vintage Year; and
4. Mitigation Outcomes shall originate from activities that:
 - a. do not lead to an increase in global emissions;
 - b. are in line with the low emission development strategy of each Party;
 - c. foster the transition to low emission development;
 - d. do not include activities based on nuclear energy and avoid locking in carbon-intensive technologies or practices, not compatible with the achievement of the long-term goal of the Paris Agreement. This provision does not prevent the Transferor from implementing its NDC involving carbon-intensive technologies or practices beyond this Cooperation Agreement and to transition to low emission future consistent with the national circumstances of the Transferor;
 - e. promote enhanced climate action and safeguard against incentives for low ambition by the Parties involved;
 - f. mitigate the risk of carbon leakage;
 - g. include consideration of the most conservative setting in the baseline;

- h. give due consideration to relevant existing and planned national policies and legislation;
- i. include consideration of factors that incentivize enhanced climate action by the Transferor;
- j. attribute the Mitigation Outcomes to the sources of finance, where adequate; and
- k. do not lead to any negative environmental and social impacts, including impacts on air quality and biodiversity and social inequality and discrimination against population groups based on gender, ethnicity or age.

ARTICLE 4 Sustainable development

Mitigation Outcomes for which transfer and use is authorized shall originate from activities that:

1. are in line with sustainable development and any respective strategies and policies;
2. are in line with the long-term low emission development strategies, as applicable;
3. promote low emission development;
4. prevent environmental-related negative impacts and respect national and international environmental regulations;
5. do not lead to social conflict and violation of human rights.

ARTICLE 5 Authorization

1. The international transfer and use of Mitigation Outcomes towards NDC achievement or for mitigation purposes other than achievement of NDC requires Authorization by each Party, in accordance with Article 6.3 of the Paris Agreement and Articles 3 and 4 of this Agreement. Authorizations must be consistent with respective national requirements.
2. Each Party shall establish a process by which entities can submit a request for Authorization and shall publish its national requirements, including the submission of a MADD, and inform the other Party of any modification thereof.
3. Either Party may initiate an Authorization and shall send the Authorization statement to the other Party at least 30 calendar days before publication.
4. The Party issuing the subsequent Authorization statement shall send that Authorization statement to the other Party for consistency checks. The other Party shall notify the issuing Party within 30 calendar days after receipt of the Authorization statement of any inconsistencies between the Authorization statements. In the absence of such a notification, the transfer is authorized as per Article 5.1.
5. Each Party shall publish the Authorization statement, including the MADD, in English in their respective Registry defined pursuant to Article 9.1, and inform the other Party thereof. Each Party shall submit the Authorization to the Secretariat of the Paris Agreement or to an entity defined for this purpose in respective decisions of the Conference of the Parties serving as the meeting to the Parties of the Paris Agreement (CMA).
6. Consistent with a request of the Entity Authorized to Transfer, each Party may update or change its Authorization according to the procedures in this Article. Updates or changes become valid pursuant to paragraph 4 of this Article.

ARTICLE 6 Authorization Form

1. An Authorization statement shall reference the MADD and specify, inter alia :
 - a. the Mitigation Activity from which the Mitigation Outcomes originate;
 - b. the applied standard or baseline methodologies, and requirements for Monitoring and Verification Reports;
 - c. the crediting period for the Mitigation Activity;
 - d. the NDC period(s) during which the ITMOs are authorized for use, as appropriate;
 - e. the total cumulative maximum amount of Mitigation Outcomes for which transfer and use is authorized;
 - f. the corresponding Authorization of the other Party, where applicable;
2. An Authorization of the Transferor shall specify the Entity Authorized to Transfer for each Mitigation Outcome. The Transferor shall inform the Receiver of any updates on the Entity Authorized to Transfer.

ARTICLE 7 Monitoring, verification and examination

1. Monitoring Reports and verification thereof are required for each Mitigation Activity from which ITMOs recognized under this Agreement originate. A Verifier selected by the Entity Authorized to Transfer establishes a Verification Report and submits the Verification and Monitoring reports to each Party.
2. Each Party shall make information on approved Verifiers publically available.
3. Each Party shall assess the Monitoring and Verification Reports within 90 calendar days of receipt thereof, based on the requirements defined in the Authorization pursuant to Article 6.1.b.
4. Each Party shall approve and publish the Monitoring and Verification Reports upon approval.
5. The Transferor shall, within 90 calendar days from the date of submission of the Monitoring and Verification Reports by the Verifier, examine the Mitigation Outcomes for which transfers are authorized against the following requirements for transfer:
 - a. no double claiming of the Mitigation Outcomes under other national or international systems or aims;
 - b. no evidence of discrepancy with the provisions in the Authorization statements;
 - c. no evidence of violation of human rights or of national legislation of the Transferor in the implementation of the Mitigation Activity from which the Mitigation Outcomes originate.

The Transferor shall publicly issue an examination statement and notify the Receiver as well as the Entity Authorized to Transfer.

6. Upon examination by the Transferor, the Receiver shall issue within 30 calendar days a confirmation of the fulfillment of the requirements for transfer. The Receiver shall make the confirmation publicly available and notify the Transferor as well as the Entity Authorized to Transfer thereon.



ARTICLE 8 Recognition of transfer

Each Party shall recognize authorized transfers of Mitigation Outcomes for which statements from the Parties are available pursuant to Articles 7.5 and 7.6. The Recognition of transfer shall be conducted as follows:

1. Consistent with the request by the Entity Authorized to Transfer, the Transferor shall ensure notification of the transfer to the Acquiring Entity and the Receiver. Such notification shall include:
 - a. identification of the Acquiring Entity and information on the amount of transferred Mitigation Outcomes;
 - b. unique identifiers for each Mitigation Outcome, clarifying the origin and Vintage Year of the Mitigation Outcomes;
 - c. the applicable method for corresponding adjustment pursuant to Article 10; and
 - d. a reference to the underlying Authorization.
2. The Transferor shall recognize the transfer of the Mitigation Outcomes in the Registry defined per Article 9.1 and recognize the transferred Mitigation Outcomes as additions pursuant to Article 10.1.b.
3. The Receiver shall recognize the transferred Mitigation Outcomes as ITMOs in the Registry defined per Article 9.1.

ARTICLE 9 Registry

1. Each Party shall define and use an up to date Registry with the following properties for the recognition of transfer:
 - a. The Registry shall be publicly available;
 - b. The Registry shall include unique identifiers for all ITMOs recognized under this Agreement, information regarding the origin and the Vintage Year, a reference to the Authorization and documentation required for the recognition of the transfer of Mitigation Outcomes.
2. Parties may define a jointly used Registry for the issuance, transfer and tracking of international units representing ITMOs.

ARTICLE 10 Corresponding adjustment

1. In order to avoid double counting of transferred Mitigation Outcomes, the Parties shall apply corresponding adjustment as follows:
 - a. to emissions and removals from the sectors and greenhouse gases covered by the NDC;
 - b. by adding all Mitigation Outcomes first-transferred and subtracting the Mitigation Outcomes used towards the NDC of a Party.
2. Each Party with a single-year NDC shall, pursuant to Article 10.1, add to or subtract from its emission level the sum of all Mitigation Outcomes first-transferred or used towards its NDC over the respective NDC Implementation Period divided by the number of years of that Implementation Period.

3. Each Party with a multi-year NDC shall, pursuant to Article 10.1, add to or subtract from its emission level the total amount of Mitigation Outcomes first-transferred or used towards its NDC over the respective NDC Implementation Period.
4. Each Party shall include corresponding adjustment in accordance with the Articles 10.1 to 10.3, in its assessment of whether it has achieved the target(s) of its NDC pursuant to Article 13.7.b of the Paris Agreement.

ARTICLE 11 Annual reporting

Each Party should submit annually to the Secretariat of the Paris Agreement quantitative information on Mitigation Outcomes transferred, acquired, held, cancelled and used, including the purpose of the use, accompanied by information uniquely identifying the ITMOs including in relation to the Transferor or the Acquiring Entity, the origin and the Vintage Year and references to the related Monitoring and Verification Reports.

ARTICLE 12 Biennial reporting

Pursuant to the Article 13.7.b and the modalities, procedures and guidelines adopted under Article 13.13 of the Paris Agreement, each Party shall:

1. Apply corresponding adjustment as defined in Article 10.1 to 10.3 in its assessment of whether it has achieved the target(s) of its NDC in the Biennial Transparency Report covering the inventory information on the NDC end year.;
2. Provide in each Biennial Transparency Report submitted in relation to the relevant NDC Implementation Period:
 - a. annual information on Mitigation Outcomes first transferred and used;
 - b. annual emission balances, as applicable, in accordance with Article 10.1;
 - c. qualitative information on the transferred Mitigation Outcomes including information on implementation of corresponding adjustment as defined under this Agreement and information on the criteria and provisions for ensuring environmental integrity and promoting sustainable development applied under this Agreement.

ARTICLE 13 No double counting with international climate finance

The resources used for the acquisition of ITMOs recognized under this Agreement shall not be reported as support provided or mobilized under Articles 9, 10 and 11 of the Paris Agreement, unless the Parties to this Agreement agree otherwise in accordance with Article 13.13 of the Paris Agreement.

ARTICLE 14 Competent authorities

1. The Republic of Ghana has authorized The Ministry of Environment, Science, Technology and Innovation (MESTI) to act on its behalf in implementing this Agreement.
2. The Swiss Confederation has authorized the Federal Department of the Environment, Transport, Energy and Communications, acting through the Federal Office for the Environment (FOEN), to act on its behalf in implementing this Agreement.

ARTICLE 15 Common Concern

1. The Parties agree to combine their efforts to fight corruption and, in particular, declare that any offer, gift, payment, remuneration or benefit of any kind whatsoever, made to whomsoever, directly or indirectly, with a view to being awarded an authorization or a recognition of transfer under this Agreement, will be construed as an illegal act or corrupt practice. Any act of this kind constitutes sufficient grounds for suspending recognition of transfers pursuant to Article 20. The Parties shall promptly inform each other of any well-founded suspicion of an illegal act or corrupt practice.
2. The Parties agree to facilitate and collaborate in the effort to establish an efficient and institutionalized national system for the implementation of this Agreement, including inter alia by the provision of technical assistance and capacity building, as required and agreed between the Parties.

ARTICLE 16 Entry into force

The Agreement shall enter into force 60 days after its signature by the Parties.

ARTICLE 17 Amendments

Any modification or amendment to the present Agreement shall be made in writing with the mutual agreement of both Parties.

ARTICLE 18 Settlement of disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be resolved through diplomatic means.

ARTICLE 19 Suspension of recognition of transfers

1. Any Party may suspend a recognition of transfer if
 - a. the other Party fails to comply with Article 4.2 of the Paris Agreement. Consideration of compliance shall be based on relevant determinations by the Committee established under Article 15 of the Paris Agreement; or
 - b. the other Party fails to comply with the provisions of this Agreement.
2. Any suspension of recognition of transfer shall be communicated by written notification to the other Party and shall take effect 30 calendar days from the date of receipt of the written notification or on a later date specified in the notification.

ARTICLE 20 Force Majeure

1. Upon the occurrence of a Force Majeure Event, either Party may notify the other Party in writing of the commencement of the Force Majeure Event. Where the notification is from the Party affected by the Force Majeure Event, that Party shall provide details of the Force Majeure and the extend and expected duration of its inability to perform its obligation due to Force Majeure.

2. The obligations of both Parties under this Agreement will be suspended for the duration of the Force Majeure Event.
3. During the continuation of Force Majeure, the affected Party shall use all reasonable endeavors to overcome the Force Majeure Event.
4. Upon the abatement of the Force Majeure Event, both Parties will, as soon as practicable, resume full performance of the Parties' respective obligations under this Agreement.
5. Where a Force Majeure Event continues for a period of 12 months either Party may, by written notice to the other Party, terminate this Agreement.

ARTICLE 21 Duration

The duration of the Agreement is not limited.

ARTICLE 22 Termination

1. This Agreement and all Authorizations under this Agreement shall terminate if either of the Parties withdraws from the Paris Agreement. Termination shall take effect on the same date as the date on which the Party's withdrawal from the Paris Agreement takes effect.
2. Either Party may terminate this Agreement by giving written notice to the other Party. Termination shall take effect four calendar years after the end of the NDC Implementation Period (i.e. at earliest in year 2034) during which the termination is communicated.
3. The Entities Authorized to Transfer shall be promptly informed of the termination of the Agreement by the Transferor.

ARTICLE 23 International Law

This Cooperation Agreement shall be governed and construed in accordance with International Law.

ARTICLE 24 Entire Agreement

The Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and extinguishes any representations previously given or made by the Parties.

Done in Accra, on ... November 2020, in duplicate in English and German languages, all texts being equally authentic. In case of divergence, the English text shall prevail.

FOR THE SWISS CONFEDERATION:



FOR THE REPUBLIC OF GHANA

