

**IMPLEMENTING AGREEMENT TO THE PARIS AGREEMENT**

**BETWEEN**

**THE SWISS FEDERAL COUNCIL**

**AND**

**THE GOVERNMENT OF MONGOLIA**

The SWISS FEDERAL COUNCIL and the GOVERNMENT OF MONGOLIA, here after referred to as "the Parties" and individually as a "Party",

**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, 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;

**Recalling** the United Nations Sustainable Development Goals;

**Emphasizing** the necessity to reach net-zero carbon emissions globally 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 6.2 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** that the current nationally determined contribution (NDC) of the Swiss Confederation under the Paris Agreement includes the use of internationally transferred mitigation outcomes;

**Noting** that Mongolia is considering international transfer of emission reductions provided this is not an obstacle for the compliance with the nationally determined contribution;

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

 **Taking** into consideration the guidance on cooperative approaches referred to in Article 6, paragraph 2 of the Paris Agreement adopted by the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA) at its third session; 

have agreed as follows:

## ARTICLE 1

### General Definitions

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

1. "Mitigation Outcome" means emission reductions or removal of one in metric tonne of carbon dioxide equivalent (CO<sub>2</sub>eq) measured in accordance with methodologies and metrics, pursuant to Article 4.13 of the Paris Agreement and meeting the criteria of guidance adopted under Article 6.2 of the Paris Agreement;
2. "Internationally Transferred Mitigation Outcome" (hereafter referred to as ITMO), means Mitigation Outcome that has been authorized by a Party under Article 6.3 of the Paris Agreement, and subsequently transferred and recognized in accordance with Article 9 of this Agreement and the guidance adopted under Article 6.2 for use towards the achievement of a Nationally Determined Contribution or for other international mitigation purposes;
3. "Nationally Determined Contribution" (hereafter referred to as NDC) means, for this agreement, the climate target communicated by a Party under Article 4 of the Paris Agreement;
4. "Acquiring Entity" means legal entity that receives the ITMOs recognized under this Agreement, in accordance with the procedures established by the Parties and consistent with the guidance adopted under Article 6.2 of the Paris Agreement;
5. "Authorization" means a formal statement issued publicly by a Party in accordance with Article 6.3 of the Paris Agreement and this Agreement, confirming the approval of a mitigation activity and mitigation outcomes, and committing to their international transfer and use towards the achievement of NDC or for other international mitigation purposes, subject to fulfilment of all applicable requirements under this Agreement and the guidance adopted under Article 6.2 of the Paris Agreement;
6. "Corresponding Adjustment" means an accounting adjustment applied by a Party in its national reporting under Articles 6.2 and 13.7(b) of the Paris Agreement, to ensure avoidance of double counting of ITMOs, consistent with Articles 4.13, 6.2, and 13.7(b) of the Paris Agreement;
7. "Entity Authorized to Transfer" is an entity authorized by the Transferor to transfer the Mitigation Outcomes recognized under this Agreement;
8. "Issuance" means the creation of a Mitigation Outcome in a Registry as a transferable unit, in accordance with the procedures established by the Parties under this Agreement;
9. "Mitigation Activity" is a project or programme which mitigates greenhouse gases;
10. "Mitigation Activity Design Document" means the formal document describing a Mitigation Activity, including its objectives, baseline scenario, applied standards or methodologies, monitoring and verification requirements, crediting period, NDC period(s), quantity of Mitigation Outcomes, and any other information required by the Parties for evaluation and authorization;
11. "Monitoring Report" means a formal report prepared by the Entity Authorized to Transfer, presenting verifiable data on a Mitigation Activity's implementation, including monitored indicators, calculated emission reductions or removals, and application of approved methodologies, in accordance with this Agreement and the guidance adopted under Article 6.2 of the Paris Agreement;
12. "NDC Implementation Period" means the period during which a Party implements and accounts for its NDC under Article 4 of the Paris Agreement;
13. "Other International Mitigation Purposes" are mitigation purposes other than achievement of a Party's NDC, as provided under Decision 2/CMA.3 of the CMA under the Paris Agreement;

14. "Recognition of Transfer" means the registry entry of Mitigation Outcomes as ITMOs, without issuance of new units, in line with this Agreement and guidance adopted under Article 6.2 of the Paris Agreement;
15. "Registry" is a digital system to track Mitigation Outcomes;
16. "Receiver" means the Party to this Agreement that records and recognizes the Mitigation Outcomes internationally transferred under this Agreement as ITMOs in its registry, in accordance with the guidance adopted under Article 6 of the Paris Agreement;
17. "Transferor" means the Party to this Agreement that authorizes and records the transfer of Mitigation Outcomes in its Registry and applies the corresponding adjustment as additions to its emission level covered by its NDC, in accordance with the guidance adopted under Article 6 of the Paris Agreement;
18. "Verifier" means the independent third-party entity that verifies Monitoring Reports;
19. "Verification Report" means the report issued by the Verifier confirming the accuracy of content of a Monitoring Report;
20. "Vintage Year" means the calendar year in which a Mitigation Outcome occurred, as reported for the purposes of authorization, transfer, and accounting under the guidance adopted under Article 6.2 of the Paris Agreement.

## **ARTICLE 2**

### **Objective**

The objective of this Agreement is to establish a framework for international transfer of Mitigation Outcomes for use towards achievement of NDC or for Other International Mitigation Purposes, in accordance with Article 6 of the Paris Agreement. In this regard, both Parties shall promote sustainable development, and ensure environmental integrity, and transparency in governance, and robust accounting, including avoidance of double counting.

## **ARTICLE 3**

### **Competent Authorities**

1. For the Government of Mongolia, the competent authorities responsible for the implementation of this Agreement shall be the Ministry of Environment and Climate Change jointly with the Ministry of Economy and Development, or their respective successors.
2. For the Swiss Confederation, the competent authorities responsible for the implementation of this Agreement shall be the Federal Department of the Environment, Transport, Energy and Communications, acting through the Federal Office for the Environment (FOEN), or their respective successors.

## **ARTICLE 4**

### **Environmental Integrity**

1. The Parties hereby establish the following minimum principles and criteria to ensure environmental integrity of Mitigation Outcomes eligible for transfer and use under this Agreement:

- 1.1. Mitigation Outcomes shall be real, verified, additional to any that would otherwise occur and permanent or achieved under a system that ensures permanence, including through appropriate compensation of any material reversals;
- 1.2. Mitigation Outcomes shall represent emission reductions or removals achieved from 2021 onwards;
- 1.3. The Vintage Year of a Mitigation Outcome and its use should fall within the same NDC Implementation Period; and
- 1.4. Mitigation Outcomes shall originate from activities that:
  - a. do not lead to an increase in global emissions;
  - b. are consistent with each Party's long-term low greenhouse gas emission development strategy;
  - c. take into account all existing and planned national policies and legislation;
  - d. foster the transition to low emission development, in alignment with achieving net zero carbon emissions by 2050;
  - e. exclude activities based on the production of nuclear energy and avoid lock-in of emissions, technologies or carbon-intensive practices incompatible with the long-term goals of the Paris Agreement, in particular any activities based on the continued use of fossil fuels;
  - f. promote enhanced climate action and safeguard against incentives for low ambition by the Parties involved;
  - g. mitigate the risk of carbon leakage;
  - h. apply conservative approaches in baseline setting, including consideration of the lower end of projected emission development;
  - i. include consideration of other factors for incentivizing enhanced climate action by the Transferor;
  - j. ensure appropriate attribution of the Mitigation Outcomes to the sources of finance, where adequate; and
  - k. prevent any negative environmental and social impacts, including on air quality and biodiversity, social inequality and the discrimination of population groups based on gender, ethnicity or age.

## **ARTICLE 5**

### **Sustainable Development**

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

1. Contribute positively to sustainable development;
2. Are in line with sustainable development and any respective national, regional and international strategies and policies of the Parties, consistent with Article 6.1 of the Paris Agreement;
3. Are in line with the long-term low greenhouse gas emission development strategies, as applicable, and promote low-carbon and climate-resilient development;
4. Prevent negative environmental impacts and comply with applicable national and international environmental laws, regulations; and standards;
5. Avoid social conflict, respect internationally recognized human rights and the participation of all relevant stakeholders, consistent with the United Nations Sustainable Development Goals-

Each party may apply in its framework further nationally determined sustainable development criteria, and inform the other party hereof.

## **ARTICLE 6**

### **Authorization**

1. The international transfer and use of Mitigation Outcomes towards NDC achievement or for Other International Mitigation Purposes requires Authorization by each Party, in accordance with Article 6.3 of the Paris Agreement and with Articles 4 and 5 of this Agreement and consistent with respective national requirements of each Party.
2. Each Party shall establish a process by which entities can submit a request for Authorization of a Mitigation Activity and the international transfer and use of Mitigation Outcomes originating from that Mitigation Activity, and publish its national requirements, including the submission of a Mitigation Activity Design Document (MADD). Each Party shall inform the other Party of any modification to such requirements.
3. Authorization of a Mitigation Activity and Authorization of the international transfer and use of Mitigation Outcomes shall constitute separate acts. Authorization of the international transfer and use of Mitigation Outcomes may be issued simultaneously with the single authorization of the Mitigation Activity or on a reoccurring basis during the implementation of the Mitigation Activity upon the fulfilment of all transfer requirements pursuant to Article 8 of this Agreement.
4. Mitigation Outcomes originating from an authorized Mitigation Activity shall be authorized for international transfer and use pursuant to paragraph 1 of Article 6 of this Agreement, subject to the requirements pursuant to Article 8 of this Agreement.
5. Each Party shall publish its Authorizations, including the MADD, in English in their respective Registry defined pursuant to paragraph 1 of Article 10 of this Agreement, and shall inform the other Party of such publications, including any updates or changes of the Authorizations in accordance with paragraph 7 of this Article of this Agreement.
6. Each Party shall submit the Authorizations to the Secretariat of the Paris Agreement or to an entity defined for this purpose in the respective decisions of the CMA.
7. Each Party may review consistency between their corresponding Authorizations and publish a statement in the case of inconsistency. In the absence of such a statement, a Mitigation Activity is authorized as per paragraph 3 of this Article, and the international transfer and use of Mitigation Outcomes originating from an authorized Mitigation Activity are authorized as per paragraph 1 of this Article of this Agreement, after thirty (30) calendar days from the date on which Authorizations from both Parties are published.
8. Consistent with a request of the Entity Authorized to Transfer, each Party may update or amend its Authorizations, in accordance with the procedures set out in this Article. Any such updates or amendment shall be published in the respective Registry and notified to the other Party and become valid only upon completion of the consistency review process pursuant to paragraph 7 of this Article of this Agreement.

## **ARTICLE 7**

### **Authorization Form**

1. An Authorization statement shall cover Authorization of the Mitigation Activity from which the Mitigation Outcomes originate and Authorization of the international transfer and use of Mitigation Outcomes.

2. An Authorization of the Mitigation Activity from which the Mitigation Outcomes originate, including those issued under this Agreement, shall include, at a minimum:
  - a. an identification of the Mitigation Activity from which the Mitigation Outcomes originate, including a reference to the underlying MADD;
  - b. a definition of, *inter alia*, the applied standard or baseline methodologies, and requirements for Monitoring and Verification Reports;
  - c. a definition of the crediting period for the Mitigation Activity;
  - d. a definition of the NDC period(s) during which the ITMOs are authorized for use, as appropriate;
  - e. a reference to the corresponding Authorization of the other Party, where applicable;
  - f. a reference to the amount of Mitigation Outcomes claimed by the transferor, where applicable; and
  - g. (in case of an Authorization of the Transferor) identification of the Entity Authorized to Transfer.
3. Authorization of the international transfer and use of Mitigation Outcomes shall specify the authorized amount of ITMOs, whether expressed as a total cumulative maximum for the Mitigation Activity or as amounts authorized on a reoccurring basis.

## ARTICLE 8

### Monitoring and Verification Reports

1. Monitoring and Verification Reports thereof shall be required for each Mitigation Activity from which ITMOs recognized under this Agreement originate. A Verifier approved by each Party and selected by the Entity Authorized to Transfer establishes a Verification Report and submits the Monitoring and Verification reports to each Party.
2. Each Party shall make information on approved Verifiers publicly available.
3. Each Party shall publish the Monitoring and Verification Reports and shall ensure that reporting is aligned with guidance adopted under Article 6.2 of the Paris Agreement.
4. Each Party shall assess the Verification and Monitoring Reports in accordance with requirements set forth in the Authorization pursuant to paragraph 2(b) of Article 7 of this Agreement and the applicable guidance under Article 6 of the Paris Agreement. Unless a Party raises a written objection within ninety (90) calendar days from the date of the submission of the Monitoring and Verification Reports the Reports shall be deemed approved.
5. The Transferor shall examine the Mitigation Outcomes for which transfers are authorized against the following requirements for transfer, within ninety (90) calendar days from the date of submission of the Verification and Monitoring Reports by the Verifier:
  - a. No double counting or double claiming of the Mitigation Outcomes under any other national or international systems or objectives;
  - b. No evidence of inconsistency with the provisions of the applicable Authorization statements;
  - c. No evidence of human rights violation or breaches of the national legislation of the Transferor in the implementation of the Mitigation Activity from which the Mitigation Outcomes originate.

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

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6. Upon positive examination by the Transferor, the Receiver shall issue within 30 calendar days a confirmation of the fulfilment 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 9**

### **Recognition of Transfer**

Each Party shall recognize authorized transfers of Mitigation Outcomes for which positive examination and confirmation statements have been issued pursuant to paragraphs 5 and 6 of Article 8 of this Agreement:

1. Consistent with a request by the Entity Authorized to Transfer, the Transferor shall notify Acquiring Entity and the Receiver of the transfer. Such notification shall include
  - a. identification of the Acquiring Entity
  - b. information on the amount of transferred Mitigation Outcomes
  - c. unique identifiers for each Mitigation Outcome including information on the origin and Vintage Year of the Mitigation Outcomes,
  - d. applicable method for Corresponding Adjustment pursuant to Article 11 of this Agreement
  - e. reference to the underlying Authorization issued under Article 7 of this Agreement.
2. The Transferor shall record and recognize the transfer of the Mitigation Outcomes in the Registry defined per Article 10.1 and shall apply necessary Corresponding Adjustments pursuant to Article 11 of this Agreement.
3. The Receiver shall record and recognize the transferred Mitigation Outcomes as ITMOs in the Registry defined per Article 10.1 of this Agreement.

## **ARTICLE 10**

### **Registry**

1. Each Party shall define and use a Registry for the recognition and tracking of Mitigation Outcomes and ITMOs under this Agreement with the following properties:
  - a. The Registry shall be publicly accessible, transparent, and secure;
  - b. The Registry shall be updated upon the publication of Authorizations pursuant to paragraph 3 of Article 6 of this Agreement and the Recognition of Transfers pursuant to paragraph 2 and 3 of the Articles 9 of this Agreement, respectively;
  - c. 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 Authorizations and documentation required for the recognition of the transfer of Mitigation Outcomes.
2. Parties may define a Registry jointly for issuance, transfer, recognition, cancellation, and tracking of ITMOs, provided that the joint Registry meets the requirements set forth in paragraph 1 of Article 10 of this Agreement.



## **ARTICLE 11**

### **Corresponding Adjustment**

To ensure avoidance of double counting of ITMOs recognized under this Agreement, each Party shall apply Corresponding Adjustments in accordance with the guidance adopted under Article 6 paragraph 2 or other articles of the Paris Agreement.

## **ARTICLE 12**

### **Reporting**

Each Party shall report information relating to the implementation of this Agreement in accordance with the guidance adopted under Article 6.2 of the Paris Agreement to secretariat of the Paris 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 Article 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**

### **Common Concern**

1. The Parties agree to cooperate in preventing and combating corruption and, in particular, declare that any offer, gift, payment, remuneration or benefit of any kind, whether made directly or indirectly, with the intent of securing an Authorization or a Recognition of Transfer under this Agreement, shall be deemed an illegal act or corrupt practice. Any act of this kind constitutes sufficient grounds for suspending Recognition of Transfers pursuant to Article 20 of this Agreement.
2. The Parties shall promptly notify one another of any well-founded suspicion or evidence of an illegal act or corrupt practice arising in connection with the implementation of this Agreement.

## **ARTICLE 15**

### **Joint Committee**

1. The Joint Committee shall be established and composed of representatives designated by each Party from their respective Competent Authorities defined in Article 3 of this Agreement.
2. The Joint Committee shall perform the following functions to support the Parties in the effective implementation of this Agreement, without limiting each Party's sovereign authority under Articles 6, 7, 10, 11, and 12:
  - a. Facilitate the resolution of technical or procedural issues, including questions of interpretation, that may arise in the implementation of this Agreement;
  - b. Serve as a coordination mechanism in the event of inconsistencies between the Parties regarding the authorization process under Articles 6 and 7 of this Agreement, by facilitating consultations, providing clarifications, and issuing non-binding recommendations;

- c. Facilitate coordination, guidance, and information-sharing to promote environmental integrity in line with Article 6 of the Paris Agreement;
  - d. Facilitate coordination, guidance, and information-sharing to ensure timely, accurate, and transparent reporting in accordance with Article 12 of this agreement
  - e. Promote cooperation between the Parties in capacity building, technical assistance, and exchange of information related to Article 6 of the Paris Agreement;
  - f. Review the overall implementation of this Agreement and make recommendations to the Parties on any matters relating thereto, as adequate.
3. The Joint Committee shall only meet upon request by a Party in relation to its functions as specified under paragraph 2 of this article.

## **ARTICLE 16**

### **Entry into force and Duration**

1. The Agreement shall enter into force sixty (60) days after the date of its signature by both Parties.
2. The Agreement shall remain in force until four (4) calendar years after the end of the current NDC Implementation Period (which is until 31 December 2034).
3. Thereafter, the Agreement shall be automatically renewed for each successive NDC implementation period, unless a Party provides written notice of denunciation in accordance with Article 19 of this Agreement.

## **ARTICLE 17**

### **Amendments**

Any modification or amendment shall be made in writing, shall expressly reference this Agreement, and shall enter into force in accordance with the same procedures governing the entry into force of this Agreement, unless otherwise agreed by the Parties.

## **ARTICLE 18**

### **Settlement of disputes**

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be amicably resolved by direct negotiations through diplomatic channels.

## **ARTICLE 19**

### **Denunciation of this Agreement**

1. Any Party may denounce this Agreement by written notification to the other Party. Such denunciation shall take effect four calendar years after the end of the NDC Implementation Period during which the denunciation is communicated
2. The Entities Authorized to Transfer shall be informed by the Transferor immediately on the termination of the Agreement.

## ARTICLE 20

### Suspension of Recognition of Transfers

1. Any Party may suspend a Recognition of Transfer under this Agreement if:
  - a. The other Party is found to be in non-compliance with Article 4.2 of the Paris Agreement, whereby consideration of compliance should be based on relevant considerations of the committee established under Article 15 of the Paris Agreement;
  - b. The other Party is in material non-compliance with the provisions of this Agreement.
  - c. The Authorization was issued on the basis of materially inaccurate or erroneous information in a manner that undermines environmental integrity
2. Such suspension of Recognition of Transfer shall be effected by written notification to the other Party and shall take effect thirty (30) calendar days from the date of receipt of the written notification or on later date as specified in that notification.

## ARTICLE 21

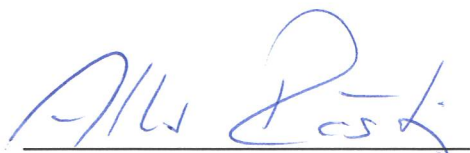
### Termination

1. This Agreement and all Authorizations under this Agreement shall terminate if any of the Parties withdraws from the Paris Agreement.
2. Such termination shall take effect on the same date as the date on which the Party's withdrawal from the Paris Agreement takes effect.

The signatories duly authorised by their governments have signed this Agreement.

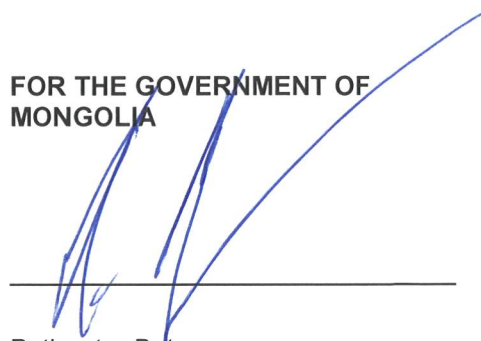
Done in Belém on <sup>21<sup>st</sup></sup> 20<sup>th</sup> November 2025, in three original copies in English, Mongolian and German language, all texts being equally authentic. In case of divergence, the English text shall prevail.

FOR THE SWISS FEDERAL COUNCIL



Albert Rösti  
Federal Councillor  
Minister of the Environment, Transport,  
Energy and Communications

FOR THE GOVERNMENT OF  
MONGOLIA



Batbaatar Bat  
Minister of Environment and Climate  
Change