

**MEMORANDUM OF COOPERATION ON ENVIRONMENTAL MATTERS**

**BETWEEN**

**THE MINISTRY OF THE ENVIRONMENT OF JAPAN**

**AND**

**THE MINISTRY OF THE ENVIRONMENT AND WATER RESOURCES OF  
THE REPUBLIC OF SINGAPORE**

The Ministry of the Environment of Japan and the Ministry of the Environment and Water Resources of the Republic of Singapore (hereinafter referred to individually as the “Participant” and collectively as the “Participants”);

DESIRING to strengthen the existing friendly relations between both Participants;

CONSIDERING their common interest in promoting cooperation for sustainable development;

NOTING the importance of conservation and improvement of the environment for present and future generations;

REAFFIRMING the importance of the actions towards the swift and successful implementation of the Paris Agreement, and the Sustainable Development Goals (SDGs);

RECOGNIZING that the effective protection of the environment requires global cooperation and coordination, efforts, and those activities to protect the environment should be carried out at the regional, national and local levels;

PURSUANT to the laws and regulations in their respective countries;

Have reached the following understandings:

**PARAGRAPH I  
OBJECTIVE**

1. The objective of this Memorandum of Cooperation (hereinafter referred to as this “MoC”) is to promote bilateral cooperation between the Participants and their agencies in the areas of environmental protection, environmental management and sustainable development.

**PARAGRAPH II  
AREAS OF COOPERATION**

1. The Participants seek to cooperate in the following areas:
  - a. climate change mitigation and adaptation;
  - b. air quality management;
  - c. solid waste and hazardous waste management;
  - d. noise management;
  - e. water quality management;
  - f. land remediation;
  - g. regional environmental issues of mutual interest; and
  - h. any other areas as may be jointly decided upon by the Participants in writing.

**PARAGRAPH III  
FORMS OF COOPERATION**

1. Cooperation between the Participants in the areas identified at Paragraph II may take the following forms:
  - a. exchanging relevant information, expertise and best practices;
  - b. exchanging key personnel through training, exchange of visits, attachments, institutional twinning activities and other means as appropriate;
  - c. encouraging partnerships between private companies and government authorities through the joint implementation of demonstration projects; and
  - d. promoting the sharing of best practices through jointly organized environmental events and seminars.

2. The Participants will endeavor to encourage environment-related agencies, organizations, enterprises, local authorities and research and academic institutions in Japan and Singapore to establish and develop direct contacts with each other to explore possible areas of collaboration. The Participants will not be responsible for any agreements or arrangements between or among these entities.

#### **PARAGRAPH IV FOCAL POINT**

1. Both sides will each appoint a Focal Point for the purpose of implementing this MoC. For the Ministry of the Environment of Japan, the Focal Point will be the International Cooperation Office, Global Environment Bureau. For the Ministry of the Environment and Water Resources of the Republic of Singapore, the Focal Point will be the International Policy Division.

#### **PARAGRAPH V IMPLEMENTATION**

1. The Participants will make their best efforts to promote the joint implementation of cooperative projects and activities in the areas stated in Paragraph II.

2. The Participants will endeavor to involve and collaborate with strategic partners as appropriate, including but not limited to government and non-government agencies, research institutions and private companies.

3. The implementation of this MoC will be jointly decided by the Participants and is subject to the availability of resources and personnel. The Participants will mutually determine arrangements, in writing, for the implementation of specific activities and projects under this MoC including the arrangements for funding, allocation of resources and of personnel, treatment and use of intellectual property arising from and generated pursuant to the specific activities or projects, and other appropriate matters.

4. The title to, and intellectual property rights in, or in relation to, any material supplied by one Participant to the other Participant pursuant to this MoC will remain with the Participant supplying the material and such title and rights will be respected and protected by the Participant receiving the material at all times, notwithstanding the termination of the cooperation under this MoC.

5. Each Participant will observe the confidentiality and secrecy of documents and information received from or supplied by the other Participant at all times, notwithstanding the termination of the cooperation under this MoC.

**PARAGRAPH VI  
SETTLEMENT OF DISPUTES**

1. Any dispute arising from or relating to this MoC will be amicably resolved by the Participants through mutual consultations.

**PARAGRAPH VII  
RIGHTS AND OBLIGATIONS UNDER OTHER AGREEMENTS OR  
CONVENTIONS**

1. Nothing in this MoC will affect the rights and obligations of each Participant in respect of the protection of the environment under any treaties, conventions, or bilateral, regional or international agreements, where applicable.

**PARAGRAPH VIII  
COMMENCEMENT, DURATION AND TERMINATION**

1. This MoC will commence on the date of its signature and will remain in effect for a period of five (5) years.

2. This MoC will be automatically extended for a further period of five (5) years from the date of its expiry, up to a total of ten (10) years.

3. Either Participant may terminate this MoC upon providing ninety (90) days written notice prior to the date of the intended termination.

4. The termination of this MoC will not affect the contents or validity or existence of any ongoing activities and/or work programmes implemented pursuant to this MoC unless mutually determined otherwise by the Participants.

**PARAGRAPH IX  
AMENDMENTS**

1. Either Participant may request in writing a revision or modification or amendment of all or any part of this MoC.
2. Any revision or modification or amendment mutually decided by the Participants will be in writing and will form part of this MoC.
3. Such revision or modification or amendment will take effect on such date as may be determined by the Participants in writing.
4. Any revision or modification or amendment will not prejudice any decision made by the Participants arising from or based on this MoC before, or up to, the date of such revision or modification or amendment.
5. This MoC (including any amendments made pursuant to Paragraphs IX.1 – IX.3) does not, and is not intended to, constitute or create any legally binding obligations for either Participant under domestic or international law.

**SIGNED** in duplicate in Tokyo on the 20<sup>th</sup> day of June 2017 in the English language.

For the Ministry of the Environment of  
Japan

For the Ministry of the Environment and  
Water Resources of the Republic of  
Singapore

---

Mr Shigemoto Kajihara  
Vice-Minister for Global Environmental  
Affairs  
Ministry of the Environment  
Japan

---

Mr Choi Shing Kwok  
Permanent Secretary  
Ministry of the Environment and Water  
Resources  
Republic of Singapore