

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
THROUGH THE MINISTRY OF ENVIRONMENT AND FORESTRY

AND

THE GOVERNMENT OF THE KINGDOM OF NORWAY
THROUGH THE MINISTRY OF CLIMATE AND ENVIRONMENT

ON

**PARTNERSHIP IN SUPPORT OF INDONESIA'S EFFORTS TO REDUCE
GREENHOUSE GAS EMISSIONS FROM FORESTRY AND OTHER LAND USE**

The Ministry of Environment and Forestry of the Republic of Indonesia (hereinafter referred to as "MoEF") and the Ministry of Climate and Environment of the Kingdom of Norway (hereinafter referred to as "MCE"), hereinafter referred to collectively as the "Partners" and individually as a "Partner";

ACKNOWLEDGING the crucial role which protecting and restoring forest ecosystems can play in this critical decade to meet the goals of the United Nations Framework Convention on Climate Change and its Paris Agreement, the Convention on Biological Diversity and the Sustainable Development Goals;

RECOGNISING Indonesia's globally significant results in reducing emissions from forestry and other land use, as a result of a comprehensive set of policies pursued by the Indonesian government;

RECOGNISING that Norway's International Climate and Forest Initiative is Norway's largest international climate and nature initiative, supplementing Norway's national ambition to reduce emissions by 50-55% by 2030 and by 90-95% by 2050 compared to 1990 levels;

REFERRING to the important role played by local and *adat* communities, and other various local stakeholders as active participants in strategies to protect forests and reduce emissions from forestry and other land use;

ACTING in the spirit of equal partnership and mutual respect to demonstrate the leadership of two ambitious countries committed to the goals of the Paris Agreement and the Sustainable Development Goals, and to engage in an ambitious post-2020 global biodiversity framework later this year;

PURSUANT to the prevailing laws and regulations of their respective countries;

PURSUANT to the Partners' commitment to enter into a memorandum of understanding (hereinafter referred to as "MoU"), the Partners have reached the following understanding:

PARAGRAPH 1 OBJECTIVE

The objective of this MoU is to support Indonesia's continuous efforts to reduce greenhouse gas emissions from forestry and other land use through the implementation of Forestry and Other Land Use (FOLU) Net Sink 2030 Operational Plan, toward achieving Indonesia's Nationally Determined Contribution (NDC).

PARAGRAPH 2 SCOPE OF THE PARTNERSHIP

Pursuant to the objective set forth in Paragraph 1, the Partners will work in a balanced partnership in support of Indonesia's priorities regarding reducing emissions from forestry and other land use, as outlined under its recent FOLU Net Sink 2030 Operational Plan:

- a) Reducing emissions from deforestation and forest degradation, by strengthening forest protection and increasing community participation;
- b) Increasing the carbon sequestration capacity of natural forests, through sustainable forest management, forest and land rehabilitation, and social forestry;
- c) Conservation of biodiversity;
- d) Reducing emissions from fires and peat decomposition; and
- e) Strengthening law enforcement.

PARAGRAPH 3 FORMS OF PARTNERSHIP

The Partners' cooperation activities in the areas set forth in Paragraph 2 of this MoU include:

- a) policy dialogue on efforts to pursue the objective of this partnership and on international climate, forestry and other land use policy;
- b) technical dialogue to facilitate information and knowledge exchange and further strengthen national forest monitoring systems and address technical concerns;
- c) results-based contributions, in support of the objective of the MoU, as stipulated below:
 - i) Indonesia pursues efforts to reduce forestry and land use emissions to reach its NDC by implementing its FOLU net sink 2030 Operational Plan, and among other things sets the priorities for use of results-based contributions from the partnership through the Indonesian Environment Fund (*Badan Pengelola Dana Lingkungan Hidup*, hereinafter referred to as "BPDLH") in line with the objective of the partnership;
 - ii) Norway supports Indonesia's results and prioritized activities through results-based contributions for a portion of national level and third-party verified emission reductions from deforestation and forest degradation as specified in a contribution agreement based on a measurement, reporting and verification (MRV) protocol, both of which will be mutually agreed by the Partners;
 - iii) The Partners share a mutual commitment to transparency as well as high social and environmental integrity and safeguards. The participation of relevant stakeholders will be ensured in the implementation of the FOLU Net Sink 2030 Operational Plan; and
 - iv) The results-based contributions will be channeled through the BPDLH under a separate contribution agreement.

PARAGRAPH 4 INSTITUTIONAL MECHANISMS

1. To facilitate cooperation under this MoU, the Partners will establish:
 - a) Ministerial dialogue;
 - b) Joint Consultation Group (hereinafter referred to as “JCG”), co-chaired by MoEF and MCE; and
 - c) Joint Technical Working Group, consisting of technical representatives from both Partners (hereinafter referred to as “JTWG”).
2. Ministerial dialogue will be jointly responsible to:
 - a) provide overall cooperation direction and oversight;
 - b) conduct dialogue on strategic issues to strengthen the partnership; and
 - c) meet regularly.
3. JCG will be jointly responsible to:
 - a) oversee and monitor the implementation of this MoU;
 - b) contribute to the effective implementation of the MoU;
 - c) review and provide recommendation on matters relating to the implementation of the MoU.
 - d) discuss the Partners’ broader engagements outside the results-based contribution on climate and forest in Indonesia, and to address matters of common interest;
 - e) provide overall program direction and oversight of the execution of the MoU;
 - f) conduct policy dialogue and promote synergies in Indonesia and Norway’s broader climate engagements; and
 - g) meet at least once a year, or as otherwise required to address specific issues that require its attention
4. JTWG will be responsible to:
 - a) conduct technical dialogues; and
 - b) hold meeting back to back to JCG meeting, and/or as otherwise needed.

PARAGRAPH 5 BROADER ENGAGEMENTS

The Partners will discuss as mutually agreed by the Partners the broader engagements outside the result-based support on climate and forests in Indonesia, and to address matters of common interest through specific arrangements with the aim to ensure productive partnership, full transparency, information-sharing, mutual respect and common understanding of the Partners’ respective governance mechanisms.

PARAGRAPH 6 CONFIDENTIALITY

1. Partners observe the confidentiality of the documents, information and other data received from the other Partner during the implementation of this MoU.
2. Partners set forth further arrangements regarding disclosure of confidential information under this MoU in a contribution agreement.
3. The provisions of this Paragraph will continue to apply notwithstanding the termination of this MoU.

PARAGRAPH 7 INTELLECTUAL PROPERTY RIGHTS

1. Partners provide effective protection of ownership, distribution, and use of any Intellectual Property Rights (IPR) relevant to the implementation of this MoU.

2. Partners arrange, as mutually decided by both Partners, their respective IPR in a contribution agreement, taking into account full consideration of equitable portions of ownership based on the respective contributions of each Partner.

PARAGRAPH 8 DATA MANAGEMENT AND PUBLICATION

1. Partners exchange and share data and information obtained in the implementation of this MoU.
2. Partners set forth further arrangement regarding the use of data and information obtained through their cooperation, in a contribution agreement. Neither Partner transfer confidential or proprietary data/information obtained in the implementation of this MoU to third parties without the prior written consent of the other Partner.
3. Partners arrange details regarding data management and publication in a contribution agreement. Partners disclose to the other Partner, the content of any proposed publication of books or journal articles based on cooperation under this MoU, prior to their publication, and obtain the Partner's written consent prior to such publication. Partners will endeavor to coordinate on forms of outreach resulting from their cooperation. This Paragraph does not apply to either Partner's annual reporting requirements.

PARAGRAPH 9 MODIFICATIONS

Modifications to this MoU may be made at any time by mutual written consent of the Partners.

PARAGRAPH 10 RESOLUTION OF DIFFERENCES

The Partners will resolve any differences concerning the interpretation and/or implementation of this MoU amicably through consultation and dialogue between the Partners on the basis of good faith.

PARAGRAPH 11 OPERATION, DURATION, AND DISCONTINUATION

1. This MoU will become operative upon its signature by the Partners and will remain operative for a period of 5 (five) years.
2. This MoU may be extended by mutual written consent of the Partners.
3. Either Partner may discontinue this MoU at any time for any reason, and will provide at least 30 (thirty) days prior written notice to the other Partner through diplomatic channels.
4. The discontinuation of this MoU will discontinue all terms herein unless otherwise specified.

SIGNED in duplicate in Jakarta on _____, in the Indonesian and English languages, all text being equally operative. In case of any divergence of interpretation, the English text will prevail.

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

**FOR THE GOVERNMENT OF THE
KINGDOM OF NORWAY**

Siti Nurbaya
Minister of Environment and Forestry

Espen Barth Eide
Minister of Climate and Environment