

Information Note
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MITIGATION OUTCOME PURCHASE AGREEMENT (MOPA)

A Mitigation Outcome Purchase Agreement (MOPA) is a contractual instrument used to formalise the sale and purchase of Internationally Transferred Mitigation Outcomes (ITMOs) under Article 6.2 of the Paris Agreement. It defines the legal, technical, and financial obligations between the sovereign buyer country and the seller country.

MOPAs build on precedents from the Clean Development Mechanism (CDM) and Joint Implementation (JI), notably the Emissions Reduction Purchase Agreements (ERPAs) used under the Kyoto Protocol, and adapt them to the requirements of Article 6.2 cooperative approaches. Thus, a MOPA is typically concluded between two sovereign entities (governments) participating in a cooperative approach under Article 6.2 of the Paris Agreement.

Because Article 6 frameworks vary across jurisdictions, MOPAs are not standardised; their form and content depend on national laws, transaction structure, and the Parties' preferences. Therefore, it is strongly recommended that Parties and entities seek specialised legal advice to tailor MOPAs to the specific legal and regulatory context.



Purpose and risk management

A well-designed MOPA:

- Clarifies the rights and obligations of all parties involved;
- Defines the scope and ownership of mitigation outcomes;
- Ensures compliance with Article 6.2 guidance (Decision 2/CMA.3) on transparency, authorisation, and corresponding adjustments;
- Minimises transaction, reputational, and delivery risks; and
- Enhances investor confidence and project bankability.

MOPAs also serve as key tools for risk mitigation, in addressing issues such as non-delivery, double counting, host-country policy changes, or registry delays.

Table 1: Essential components of a MOPA

Key Component	Description
Type of Activity	Defines the mitigation activity, programme, or sectoral intervention generating ITMOs.
Quality Criteria	References methodologies, environmental integrity standards, and sustainable development contributions.
Volume and Delivery Schedule	Specifies the quantity of ITMOs to be transferred, delivery milestones, and timelines.
Transfer Requirements	Details registry operations, authorisation of ITMOs, and timing of corresponding adjustments.
Price and Payment Terms	Outlines pricing approach (fixed, variable, or indexed), payment schedule, escrow arrangements, and pre-payment provisions (if applicable).
Signatories	Identifies Parties and/or authorised entities, including national focal points or coordinating entities.
Principles	States guiding principles, such as alignment with national NDCs, environmental integrity, and contribution to sustainable development.
Reference to Corresponding Adjustments	Clarifies how and when adjustments are applied by the host Party to prevent double counting.
Registries and MRV Requirements	Refers to registry interoperability and measurement, reporting, and verification (MRV) obligations.
Safeguards and Compliance	Includes clauses for anti-corruption, human rights, and grievance mechanisms.



Technical Guidance: Core contractual categories

Based on current legal and market practice, a MOPA typically consists of **five main sections**¹:

Background and purpose

- Identifies the contracting Parties or entities.
- Outlines the purpose of the MOPA and its link to a cooperative approach or authorised mitigation activity.
- Includes recitals, definitions, and effective date clauses to ensure clarity.
- Establishes the MOPA's alignment with the host country's NDC and Article 6 participation requirements.

Conditions precedent

Specifies requirements that must be fulfilled before obligations take effect, such as:

- Completion of Article 6 participation authorisation;
- Verification of legal ownership of mitigation outcomes;
- Existence of a functional registry;
- Due-diligence clearance by both Parties.
- Clearly defines remedies or termination rights in case of non-compliance.

Obligations of the Parties

- Sets out the delivery schedule, volume, and price of ITMOs;
- Specifies corresponding adjustment procedures and reporting obligations;
- Refers to technical documentation, such as the Mitigation Activity Design Document (MADD), for MRV details;
- Requires adherence to national and UNFCCC transparency frameworks.

Default, remedies, and termination

- Describes the conditions under which either Party may terminate the contract (e.g., non-delivery, force majeure, policy changes).
- Specifies dispute resolution mechanisms, such as negotiation, mediation, or arbitration, and identifies the governing law.
- Many MOPAs apply neutral jurisdiction laws (e.g., English or Swiss law) to maintain balance between Parties.

Annexures and supporting documents

Includes supporting materials such as:

- Authorisation letters from host and acquiring Parties;
- Technical and MRV documentation (MADD);
- Delivery and payment schedules; and
- Benefit-sharing or adaptation contribution agreements.

¹ GGGI (2023): [Mitigation Outcome Purchase Agreements](#)



Key takeaways

The MOPA is a cornerstone contractual tool for operationalising Article 6.2 transactions. While its structure draws on past mechanisms (like CDM ERPA), it introduces new layers of transparency, sovereign authorisation, and corresponding adjustment accountability ensuring that ITMO trades align with the integrity standards of the Paris Agreement. Unlike other commercial agreements, a sovereign-to-sovereign MOPA in the context of Article 6 goes beyond setting out the agreed terms and conditions to carry over a transaction. MOPAs can integrate provisions related to the host country's NDC, for example, to prevent overselling and noncompliance with its unconditional targets. Parties should use this tool carefully, clearly stating their requirements and ensuring they are well documented.

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