

GLOBAL GREEN GROWTH INSTITUTE

ARBITRATION RULES

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Section I. Introductory Rules

Rule 1. Scope of application and time limits

1. The GGGI Arbitration Rules (these “Rules”) shall govern any arbitration between a staff member or former staff member (the “claimant”) and GGGI under Article 12 of the Staff Regulations and Chapter 12 of the Staff Rules, in respect of final decisions taken by the Director-General:
 - (a) After receiving an answer from the Director-General on an appeal under Staff Rule 12.3;
 - (b) If no answer is received on an appeal, or no notification is received from the Director-General that a peer review panel has been constituted within 15 days of receipt of the appeal under Staff Rule 12.3;
 - (c) After receiving a decision by the Director-General to impose a disciplinary measure under Staff Rule 12.4;
2. Claims in respect of a final decision taken by the Director-General must be initiated in accordance with Rule 7 within 30 calendar days from the date on which the answer or decision was communicated to the claimant, or if such answer or notification is not received under Staff Rule 12.3, 30 calendar days from the date on which an answer or notification should have been communicated to the claimant or 15 calendar days in relation to the appeal of a decision under Staff Rule 10.5 not to confirm a staff member’s appointment based on a negative assessment during a probationary period.

Rule 2. Communication of notices and calculation of periods of time

1. Any notice or communication by or to the parties or by or to an arbitrator, **may be transmitted by mail, courier service, facsimile, or electronically as a PDF attachment** to an email.
2. If an address, including an e-mail address, has been designated by a party for purposes of arbitration proceedings, any notice shall be delivered to that party at that address, and if so delivered shall be deemed to have been received.
3. If, after reasonable efforts, delivery cannot be effected in accordance with paragraph 2 of this Rule, a notice or communication is deemed to have been received if it is sent to the addressee’s last known habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
4. A notice shall be deemed to have been received on the day it is delivered. A notice transmitted by electronic means is deemed to have been received on the day it is sent, allowing for time differences between the sender and the recipient.

5. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Section II. Appointment of Arbitrator

Rule 3. List of arbitrators on the Arbitration Panel

1. The Director-General shall communicate to the Council the appointment of at least three qualified arbitrators to the Arbitration Panel. The arbitrators will be appointed for a renewable term of two years.
2. In order to be considered for inclusion in the Arbitration Panel, the arbitrators shall have experience in handling and resolving employment cases, preferably in the context of an international organization, be of good character and have a reputation as a knowledgeable, fair and impartial individual. Due account shall be taken of the need to ensure geographical and gender balance among Panel members.

Rule 4. Sole Arbitrator / Selection of Arbitrator

1. Arbitration proceedings shall be conducted by a sole arbitrator.
2. The names of the arbitrators in the Arbitration Panel shall be arranged in alphabetical order. Arbitrators will be responsible for arbitrating cases on a rotating basis beginning with the first arbitrator appearing on the alphabetical list.
3. The Deputy Director-General, Management and Administration (“DDG M&A”) shall notify the arbitrators of their assignment to a particular case.

Rule 5. Disclosure by Arbitrator / Request to Replace Arbitrator

1. When an arbitrator is notified by DDG M&A under Rule 4 that he or she will be assigned a particular case or at any time during the course of the arbitration proceeding prior to the final award or termination of the proceeding, he or she shall disclose to the other arbitrators in the Arbitration Panel any circumstances likely to give justifiable doubts as to his or her impartiality or independence. The other arbitrators shall consider the matter and, within fifteen (15) days of receipt of the disclosure, decide whether the arbitrator should continue or be replaced by another arbitrator.

2. A party may request that an arbitrator be replaced if the party becomes aware after the appointment of the arbitrator of facts or circumstances that, from a reasonable third person's point of view having knowledge of the relevant facts, gives rise to justifiable doubts as to the impartiality or independence of the arbitrator. The other arbitrators on the Arbitration Panel shall be asked to consider the matter and within fifteen (15) days of receipt of the disclosure, decide whether the arbitrator should continue or be replaced by another arbitrator.

Rule 6. Replacement of Arbitrator

1. In the event that an arbitrator has to be replaced prior to or during the course of the arbitral proceedings, the arbitrator next on the alphabetical list shall serve as replacement.
2. If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the new arbitrator decides otherwise.

Section III. Arbitral Proceedings

Rule 7. Notice of Arbitration and Registration Fees

1. A claimant seeking recourse to arbitration shall initiate the process by submitting a statement of claim to the DDG M&A.
2. The statement of claim shall include the following:
 - (a) The full name, address, email address, telephone number and any other relevant contact details of the claimant;
 - (b) The full name, address, email address, telephone number and any other relevant contact details of the claimant's counsel or representative, if any, specifying whether counsel will serve for purposes of representation or assistance;
 - (c) A copy of the final decision of the Director-General being appealed, or if no answer or notification is received on the appeal within the time limit, a statement to that effect;
 - (d) A statement of the facts supporting the claim including the channels of administrative review of the decision and the results thereof;
 - (e) The points at issue, including an explanation of which Staff Regulations, Staff Rules or subsidiary rules are alleged not to have been observed by the Director-General;
 - (f) A reasoned explanation for any request for a hearing;

- (g) The legal grounds or arguments supporting the claim;
 - (h) The relief or remedy sought;
 - (i) A request that a copy of the statement of claim be forwarded to the designated arbitrator; and
 - (j) A copy of all documents referred to by the claimant in the statement of claim, each being identified as “Claimant’s Annex” on the top of the first page of each annex followed by the number assigned to each annex;
3. The statement of claim and all annexes shall be transmitted to the DDG M&A in one original, signed by the claimant and his or her counsel or representative, if any, together with annexed documents in accordance with these Rules and three copies of the statement of claim and annexes. Alternatively, the signed statement of claim and all annexes may be electronically transmitted to the DDG M&A in accordance with Rule 2.1.
 4. The claimant shall certify on each copy, including any copy electronically transmitted to the DDG M&A that it is a true copy of the original and shall certify that any translation has been made by qualified translators.
 5. At the same time as the statement of claim is submitted, the claimant shall transmit in full the registration fee of US\$250 for a claimant at the General category and US\$500 for a claimant at the Professional category and above. The registration fee may be refundable in accordance with Rule 27(3).

Rule 8. Transmittal of Statement of Claim

1. Upon receipt of the statement of claim, the DDG M&A will notify the arbitrator on the Arbitration Panel whose turn it is to be the arbitrator, on the claim and transmit copies of the statement of claim and all annexes to the arbitrator indicating the date on which it was received by the DDG M&A.

Rule 9. Respondent’s Answer

1. Within 30 days of the receipt of the statement of claim, the respondent shall communicate its answer in writing to the arbitrator.
2. The respondent’s answer shall contain the following:
 - (a) The full name, address, email address, telephone number and any other relevant contact details of the representative of the Director-General;
 - (b) A statement setting out facts and arguments in support of the decision being appealed;

- (c) A reasoned explanation for any request for a hearing;
 - (d) The legal arguments supporting the answer;
 - (e) The factual and legal grounds of any counterclaim against the claimant, and the relief or remedy sought;
 - (f) A copy of all documents referred to by the respondent, unless already submitted by the claimant, identified by the words “Respondent’s Annex” on the top of the first page of each annex followed by the number of each annex;
3. The respondent’s answer, signed by the Director-General or his or her authorized representative, and all annexes shall be transmitted to the arbitrator in one original version and three copies. Alternatively, the signed answer may be electronically transmitted to the arbitrator in accordance with Rule 2.1.
 4. The respondent shall certify on each copy of the answer, including any copies electronically transmitted, that it is a true copy of the original, and shall certify on each translation that it has been made by qualified translators.
 5. After ascertaining that the requirements of this Rule are met, the arbitrator shall transmit a copy of the answer to the claimant. If the formal requirements of this Rule are not fulfilled, the arbitrator may require the respondent to modify the answer to conform to the requirements of this Rule within a specified time. Once the corrections are properly made, the arbitrator shall transmit a copy of the modified answer to the claimant.

Rule 10. Rejoinder and Observations on Rejoinder

1. The claimant may, within 30 days of the date on which the answer is received by him or her, submit a rejoinder of no more than five pages to the arbitrator, commenting on the respondent’s answer.
2. The respondent may, within 30 days of the date on which the rejoinder is received by him or her, submit to the arbitrator observations on the rejoinder of not more than three pages.
3. Any document referred to in the rejoinder and the observations on the rejoinder, as the case may be, shall be annexed thereto, unless already before the arbitrator. The number of the first annex to the rejoinder or observations on the rejoinder shall be the number following that given to the last annex submitted by the party concerned in the statement of claim or in the answer, as the case may be.
4. The rejoinder and the observations on the rejoinder, and any annexes thereto, shall be transmitted in an original and three copies to the arbitrator. Alternatively, they may be electronically transmitted to the arbitrator in accordance with Rule 2.1.

5. The claimant and the respondent shall certify on each copy of the rejoinder and observations on the rejoinder, as the case may be, including any copies electronically transmitted to the arbitrator, that it is a true copy of the original, and shall certify on any translation that it has been made by a qualified translator.
6. After ascertaining that the requirements of this Rule are complied with, the arbitrator shall transmit a copy of the rejoinder and observations to the other party. If the formal requirements of this Rule are not fulfilled, the arbitrator may require that the rejoinder or observations on the rejoinder conform to the requirements of this Rule within a specified time. Once the corrections are properly made, the arbitrator shall transmit a copy of the rejoinder or observations on the rejoinder to the other party.
7. Subject to Rule 12, the written proceedings are closed after the observations on the rejoinder are filed or after the time limit for such filing has expired.

Rule 11. Further Written Statements

The arbitrator may require the parties to submit further written statements and shall fix the periods of time for communicating such statements.

Rule 12. Representation and Assistance by Counsel

1. Each party may choose to be represented or assisted by counsel, who shall be a person of the choice of the party concerned, provided each party informs the other party and the arbitrator of the full name and contact details of his or her counsel, and specifies whether counsel will act for purposes of representation or assistance.
2. The cost of retaining or appointing counsel to represent or assist a party shall be borne by that party.

Rule 13. Jurisdiction

1. The arbitrator shall have the power to rule on his or her jurisdiction.
2. A plea that the arbitrator does not have jurisdiction shall be raised no later than in the respondent's answer.
3. A plea that the arbitrator is exceeding the scope of his or her authority shall be raised as soon as the matter alleged to be beyond the scope of the authority of the arbitrator occurs.
4. The arbitrator may, in the cases referred to in paragraphs 2 and 3 of this Rule 14, admit a later plea if he or she considers the delay justified.

5. The arbitrator may rule on a plea concerning jurisdiction either as a preliminary question or in the award on the merits.

Rule 14. Interim Measures

1. The arbitrator may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure prior to the issuance of the award by which the arbitrator orders a party to take action that would prevent, or orders a party to refrain from taking action that is likely to cause imminent irreparable harm, or to prejudice the arbitral process itself, for instance a direction to preserve evidence that may be relevant and material to the resolution of the dispute.

Rule 15. Evidence

1. Each party shall have the burden of proving the facts relied on to support its statement of claim or answer.
2. The arbitrator may require the parties to produce documents or present other evidence within such a period of time as the arbitrator shall determine.
3. The arbitrator shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Rule 16. Hearings

1. If requested in the statement of claim or the answer, the arbitrator may decide to hold a hearing and shall give the parties adequate advance notice of the date, time and place thereof. The hearing shall be limited to enabling the parties to present oral arguments in support of their pleadings.
2. Witnesses may be heard under the conditions and examined in the manner set by the arbitrator.
3. Attendance to hearings shall be limited to the parties and their representatives, and such other persons, including any witnesses, whose attendance is authorised by the arbitrator. A witness may be present at the proceedings only while the said witness is being examined, except that a witness who is a party shall not, in principle, be asked to leave.
4. Whenever possible and taking into consideration such factors as fairness to the parties, administrative burden and cost, the arbitrator shall conduct any hearing through means of telecommunication that do not require the physical presence of the parties, counsel or representatives, or witnesses, such as by videoconference or teleconference.

5. The arbitrator shall determine the sequence of any oral proceedings. The parties shall, however, retain the right to comment briefly on any statement to which they have not replied.
6. In exceptional circumstances the arbitrator may, if he or she considers it necessary, decide to reopen the hearing at any time before the award is made.

Rule 17. Default

If a party, duly notified under these Rules, fails to submit an answer, a rejoinder or observations on the rejoinder, or fails to appear at a hearing or to submit documents or evidence requested by the arbitrator, without showing sufficient cause for such failure, the arbitrator may proceed with the arbitration on the basis of the material already before the arbitrator.

Rule 18. Waiver of Right to Object

A party who fails to object promptly to any non-compliance with these Rules shall be deemed to have waived the right to make such an objection, unless the party can demonstrate that, under the circumstances, its failure to object was justified.

Rule 19. General Provisions

1. Subject to these Rules, the arbitrator may conduct the arbitration in such manner as he or she considers appropriate, provided that the parties are treated with equality and fairness. The arbitrator shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the dispute between the parties. Procedural matters not covered by these Rules shall be dealt with by decision of the arbitrator in light of the facts of the case under consideration.
2. As soon as practicable after the arbitrator has been appointed, the arbitrator shall establish the timetable of the arbitration and notify the parties accordingly, including deadlines for submission of written pleadings. The arbitrator may at the request of a party, after inviting the other party to comment on such request, extend or abridge any period of time prescribed under these Rules or contained in the timetable.
3. The arbitration shall take place at the Headquarters of GGGI in Seoul, Republic of Korea, after conclusion of the exchange of written pleadings in accordance with Rules 10 to 12. Every effort shall be made to limit travel expenses by using GGGI's teleconference and videoconference facilities to the extent possible.
4. A party may not submit evidence of any informal settlement efforts of the claim to the arbitrator, and may not refer to any such efforts in written pleadings or oral arguments made before the arbitrator.

5. The arbitration shall be conducted in English. If a party produces or submits a document in another language, that party must provide at the same time an English translation, with a certification that the translation was prepared by a qualified translator.

Section IV. The Award

Rule 20. Applicable Law

1. The arbitrator shall apply the Staff Regulations and the Staff Rules of GGGI and any relevant subsidiary issuances creating rights and obligations for staff. The arbitrator may also apply general principles of the law of the international civil service.
2. The arbitrator may not dispense with consideration of the law and decide based on his or her view of what is fair or equitable in the case, or act as a conciliator in the matter.

Rule 21. Settlement of Proceedings or Other Grounds for Termination

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitrator shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitrator, record the settlement in the form of an award on agreed terms. The arbitrator is not obliged to give reasons for such an award.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1 of this Rule 21, the arbitrator shall inform the parties of his or her intention to issue an order for the termination of the proceedings and give them 30 days to comment. An order terminating the proceedings shall set out the reasons for such action.
3. The arbitrator shall send copies of the award on agreed terms or an order for termination of the arbitral proceedings to the parties.

Rule 22. Scope of Award

1. The arbitrator may order one or both of the following:
 - (a) Rescission of the contested administrative decision or specific performance, provided that, where the contested administrative decision concerns appointment, promotion or termination, the arbitrator shall also set an amount of compensation that the respondent may elect to pay as an alternative to the rescission of the contested administrative decision or specific performance ordered, subject to the limits set out in sub-paragraph 1(b);

- (b) Compensation, which shall not exceed the equivalent of two years' net base salary of the claimant.
2. The arbitrator shall not award exemplary or punitive damages.
 3. If the contested administrative decision is based on an assessment of the efficiency or relative efficiency of the claimant, the arbitrator shall consider only whether the applicable procedures were followed and whether the decision was improperly motivated by prejudice or by some other extraneous factor.

Rule 23. Form and Implementation of the Award

1. The award shall be in writing. It shall be signed and dated by the arbitrator. The arbitrator shall state the reasons upon which the award is based, other than in the case of an award on agreed terms under Rule 25(1).
2. The arbitrator shall promptly transmit the signed award to the parties.
3. The award shall be final and binding on the parties.
4. The Director-General shall implement the award promptly and take any action that is required of GGGI by the award.
5. The Director-General shall make the award public on GGGI's website. The name, personal details and functional title of the claimant shall be redacted, if requested by the claimant.

Rule 24. Correction of the Award

1. Within 30 days after the receipt of the award, a party, with notice to the other party, may request the arbitrator to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitrator considers that the request is justified, he or she shall make the correction within 45 days of receipt of the request.
2. The arbitrator may within 30 days after the communication of the award make such corrections on his or her own initiative.
3. Corrections shall form part of the award. They shall be in writing and shall be transmitted to the parties by the arbitrator.

Section V. Costs

Rule 25. Fees and Costs of Arbitrator

The fees and costs of the arbitrator, as established by the Director-General, shall be borne by GGGI.

Rule 26. Support Costs

GGGI shall also bear the cost of necessary support services, including the provision of teleconferences or video conferences arranged at the request of the arbitrator.

Rule 27. Other Costs

1. Each party shall bear its own costs in relation to the arbitration, including the costs of its counsel or representative, travel-related costs, communications, office supplies, etc.
2. The arbitrator has authority to order GGGI in the award, giving reasons thereof, to pay reasonable costs incurred by the claimant, in whole or in part.
3. The arbitrator shall also decide in the award whether the registration fee required by Rule 7.5 should be refunded to the claimant, in whole or in part. The registration fee shall be refunded to the claimant unless the arbitrator determines that the claim was frivolous or an abuse of the arbitration process.
4. Should the arbitrator determine that a party has manifestly abused the arbitration process, he or she may award costs against that party in an amount fixed by the arbitrator.

Section VI. Final Provisions

Rule 28. Date of Entry into Force and Amendment

1. These Rules shall enter into force on the day following their approval by the Director-General, and shall be applied to any arbitral proceedings commenced after that date.
2. The Director-General may amend these Rules from time to time.