

Headquarters Agreement
Between
the Global Green Growth Institute
and
the Government of the Republic of Korea

The Global Green Growth Institute (hereinafter referred to as the “GGGI”) and the Government of the Republic of Korea (hereinafter referred to as the “Government”) (hereinafter jointly referred to as the “Parties”);

Noting the importance and role of the GGGI in promoting green growth in order to shift the global growth paradigm towards a sustainable economy;

Desiring the support of the Government for the GGGI to contribute to the successful outcome of the United Nations process and other internationally agreed goals on sustainable development; and

Bearing in mind the comprehensive consultation between the GGGI and the Government to ensure the necessary privileges and immunities as well as facilities to enable the GGGI to perform its functions and carry out any related activities, based on Article 15 of the Agreement on the Establishment of the Global Green Growth Institute which was concluded in Rio de Janeiro, 20 June 2012;

Have agreed as follows:

Article 1
DEFINITIONS

For the purposes of this Agreement:

- a. “appropriate authorities” means such governmental authorities in the Republic of Korea as may be appropriate in the context of and in accordance with the laws and regulations applicable to the Republic of Korea;
- b. “Headquarters” means the premises, including the buildings or parts of buildings and any land ancillary thereto, irrespective of ownership, at the disposal of the GGGI in the Republic of Korea for the performance of its official activities, and with the concurrence of the Government, and for the duration of such use, any building in the Republic of Korea which is temporarily used by the GGGI;
- c. “archives” means all correspondence, documents, computer data, manuscripts, photographs, computer data storage, films, recordings and any other records, in paper, electronic or any other form, belonging to or held by the GGGI;
- d. “property” means all property, including funds, income and other assets, belonging to the GGGI or held or administered by the GGGI in furtherance of its constitutional functions;
- e. “staff” means the Director-General of the GGGI, and senior officials and other officials of the GGGI appointed by the Director-General of the GGGI in accordance with its staff regulations. It excludes the persons who are recruited locally and paid hourly rates;
- f. “expert on mission” means a non-staff member who is entrusted to carry out a mission on behalf of the GGGI; and
- g. “seconded” means a person employed and seconded by a State or organization or other entity to the GGGI to provide his/her expertise to the GGGI and subject to the secondment staff regulations of the GGGI.

Article 2

LEGAL PERSONALITY AND CAPACITY

The Government recognizes that the GGGI is an international organization with international legal personality and capacity to perform legal acts required for the performance of its constitutional functions, in particular, to conclude treaties, to contract, to acquire and dispose of property and to participate in legal proceedings.

Article 3

PREMISES

1. The Headquarters shall be inviolable. No person exercising any public authority within the Republic of Korea shall enter the Headquarters to perform any duties except with the express consent of the Director-General of the GGGI or his/her duly authorized representative.

2. In case of fire, or any other emergency requiring prompt protective action, the consent of the Director-General of the GGGI or his/her representative to any necessary entry into the Headquarters shall be presumed if neither of them can be reached in time.

3. The Headquarters shall not be used in any manner incompatible with the GGGI's functions. The Director-General of the GGGI may permit, in a manner compatible with the functions of the GGGI, the use of its premises and facilities, including its branch offices, for meetings, seminars, exhibitions and related purposes which are organized by the GGGI.

4. The Headquarters of the GGGI shall be under the control and authority of the GGGI, which may establish regulations for the execution of its functions therein.

Article 4
SECURITY

1. The appropriate authorities shall exercise due diligence to ensure the security and tranquility of the Headquarters. The appropriate authorities shall also take all possible measures to ensure that the tranquility of the Headquarters is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

2. Without prejudice to and notwithstanding the foregoing paragraph, the GGGI may make any provisions relating to its security and the security of its personnel as it deems relevant and necessary in accordance with the relevant decisions and regulations.

3. The provisions of this Agreement shall not constitute impediments to the enforcement of security measures or controls as may be required by the appropriate authorities.

Article 5
PUBLIC SERVICES

1. The appropriate authorities shall exercise, to the extent requested by the Director-General of the GGGI, their respective powers to ensure that the Headquarters are supplied with the necessary public utilities and services, including, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, internet, drainage, collection of refuse and fire protection, and that such public utilities and services are supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the appropriate

authorities shall consider the needs of the GGGI as being of equal importance with the needs of diplomatic missions and other intergovernmental organizations in the Republic of Korea, and shall take steps accordingly to ensure that the functions of the GGGI are not prejudiced.

3. The Director-General of the GGGI shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Headquarters under conditions that shall not unreasonably disturb the functions of the GGGI.

Article 6

ARCHIVES

The archives of the GGGI belonging to it or in its possession shall be inviolable wherever located.

Article 7

PROPERTY

1. The GGGI and its property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Director-General of the GGGI has expressly waived its immunity. Waiver of such immunity shall not be held to imply waiver of immunity in respect of the execution of a judgment, for which a separate express waiver shall be necessary. Without prejudice to the preceding sentence, it is understood that, as a practical matter, the Government cannot prevent all attempts at service of process in the premises. In case the GGGI initiates a legal process, waiver of immunities in respect not only of that legal process but also of the execution of a judgment thereof is presumed.

2. The property of the GGGI, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The immunity from the jurisdiction of the Republic of Korea in respect of civil and administrative proceedings shall not be granted in relation to a contract, or a civil action for damages arising from an accident caused by a motor vehicle, vessel or aircraft, used or owned by the GGGI and/or its staff where those damages are not recoverable from insurance.

4. Without being restricted by financial controls, regulations or moratoria of any kind, the GGGI may:

- a. hold funds, gold or currency of any kind and operate accounts in convertible currencies; and
- b. transfer its funds, gold or currency to and from the Republic of Korea or within the Republic of Korea and convert them into other freely convertible currencies.

Article 8

COMMUNICATIONS AND PUBLICATIONS

1. All official communications directed to the GGGI, or to any of its staff, and all outward official communications of the GGGI, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interference.

2. The GGGI shall have the right to use codes and to dispatch and receive official communications by courier or in sealed bags, which shall have the same privileges and immunities as are accorded to diplomatic couriers and bags. The bags must bear visibly the GGGI emblems and shall contain only documents or articles intended for official use, and the

courier shall be provided with a courier certificate issued by the GGGI.

3. The GGGI may produce research reports as well as academic publications within the fields of its functions and activities. It is, however, understood that the GGGI shall abide by the laws of the Republic of Korea concerning intellectual property rights in the Republic of Korea and related international conventions.

Article 9

TRANSIT AND SOJOURN

1. The Government shall take the necessary measures to facilitate the entry into, sojourn within and exit from the Republic of Korea of the following persons:

- a. the Director-General of the GGGI and other staff, as well as their spouses and dependent relatives; and
- b. participants in the GGGI's programs, and persons visiting the Headquarters for the performance of such activities necessary to conduct the official business of the GGGI, officially invited by the GGGI.

2. The appropriate authorities shall grant facilities for speedy travel to the persons referred to in paragraph 1. Visas, when required, shall be issued as promptly as possible.

3. The persons referred to in paragraph 1 shall hold a personal identity card or official letter of invitation issued by the GGGI.

4. The Director-General of the GGGI shall communicate the names of the persons referred to in

paragraph 1 to the Government within a reasonable time prior to their arrival, as well as promptly inform the Government of the departure of such persons, to the extent practicable.

Article 10

TRAVEL CERTIFICATE

The Government shall recognize and accept the GGGI travel certificate issued to staff traveling for the purpose of official business of the GGGI as a valid travel document equivalent to a passport.

Article 11

EXEMPTION FROM TAXES

1. The GGGI and its property, assets and income shall be:
 - a. exempt from all direct taxes except those which are, in fact, no more than charges for public utility services; and
 - b. exempt from customs duties in respect of articles imported by the GGGI for its official use. It is understood, however, that articles imported under such exemption shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities in advance.

2. While the GGGI shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid, nevertheless, when the GGGI is making important purchases for official use of property on

which such duties and taxes have been charged or are chargeable, the appropriate authorities shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of the duty or tax.

Article 12

STAFF OF THE GGGI

1. The staff of the GGGI shall enjoy, within and with respect to the Republic of Korea, the following privileges and immunities:

- a. immunity from every form of legal process in respect of acts done by them in the exercise of their functions, including words spoken or written, and all acts performed by them in their official capacity, such immunity continuing to be accorded after termination of their employment with the GGGI;
- b. immunity from inspection and from seizure of official baggage except in doubtful cases;
- c. exemption from taxation on salaries and emoluments paid to them by the GGGI;
- d. immunity from immigration restrictions and alien registration, together with their spouses and dependent relatives;
- e. the right to import free of duty furniture and household goods for their personal use or for use by their spouses and dependent relatives at the time of first taking up their post in the Republic of Korea;
- f. in respect of exchange facilities, treatment not less favorable than that accorded to officials of comparable rank of any other international organizations or of diplomatic missions posted to the Republic of Korea; and
- g. the same repatriation facilities in times of international crisis as diplomatic envoys, together with their spouses and dependent relatives.

2. The GGGI shall communicate in writing to the Government, from time to time, a list of its

staff and their spouses and dependent relatives and any changes thereto, and whenever any staff member of the GGGI begins or ends his/her service with the GGGI, the GGGI shall without delay notify the Government of the fact.

3. The appropriate authorities, after receiving the relevant information from the GGGI, shall issue to the staff of the GGGI, and their spouses and dependent relatives who are entitled to privileges and immunities and facilities, identity cards specifying the holders' status.

4. Unless otherwise noted, all provisions of this Agreement pertaining to the staff of the GGGI shall apply to personnel having the status of secondee, taking into consideration their professional grades.

Article 13

MEMBERS OF THE ASSEMBLY, THE COUNCIL AND THE ADVISORY COMMITTEE OF THE GGGI

1. The members of the Assembly, the Council and the Advisory Committee, while exercising their functions and during their journeys to and from meetings, shall enjoy the following privileges and immunities:

- a. immunity from personal arrest or detention and from seizure of their personal baggage;
- b. except as provided in paragraph 2, immunity from legal process of any kind with respect to words spoken or written, and all acts done by them in the performance of their official functions; such immunity shall continue to be accorded notwithstanding that the persons concerned are no longer engaged in the performance of such functions;
- c. inviolability of all papers and documents;

- d. exemption with respect to immigration restrictions, alien registration and national service obligations in the Republic of Korea when they are visiting or through which they are passing in the exercise of their functions;
- e. the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; and
- f. the same immunities and facilities with respect to their personal and official baggage as are accorded to diplomatic envoys, pursuant to security measures that the Republic of Korea may apply according to international law.

2. Immunity from legal process shall not apply to the civil and administrative jurisdiction of the Republic of Korea in relation to an action for damages arising from an accident caused by a motor vehicle, vessel or aircraft, used or owned by the persons concerned, where those damages are not recoverable from insurance.

Article 14

EXPERTS ON MISSIONS

1. An expert on mission acting on behalf of the GGGI shall enjoy the following privileges and immunities:
- a. immunity from personal arrest or detention or seizure of their personnel baggage;
 - b. immunity from legal process of any kind with respect to words spoken or written, and all acts done by them in the performance of their official functions; such immunity shall continue to be accorded notwithstanding that the persons concerned are no longer engaged in the performance of such functions, subject to paragraph 2 of this Article;
 - c. inviolability of all official papers and documents relating to the work on which they are engaged for the GGGI; and

- d. the same facilities with respect to currency or exchange restrictions as are accorded to officials of foreign governments on temporary official missions.

- 2. Immunity from legal process shall not apply to the civil and administrative jurisdiction of the Republic of Korea in relation to an action for damages arising from an accident caused in the Republic of Korea by a motor vehicle, vessel or aircraft, owned or operated by the persons concerned, where those damages are not recoverable from insurance.

- 3. The GGGI shall notify the Government of the appointment of an expert on mission and when an expert on mission has completed his/her assignment for the GGGI.

- 4. The GGGI shall give to the expert on mission a document certifying that he/she is travelling on the business of the GGGI.

Article 15

PRIVILEGES AND IMMUNITIES AND THE WAIVER THEREOF

- 1. The privileges and immunities provided in this Agreement are conferred in the interest of the GGGI and not for the personal benefit of the individuals themselves. The following authorities have the right and the duty to waive immunity whenever it would impede the course of justice, without prejudice to the interests of the GGGI:
 - a. the Members of the GGGI, with respect to the respective members of the Assembly and Council;
 - b. the Assembly, with respect to the Director-General of the GGGI;
 - c. the Council, with respect to the experts or non-state actors who are the members of the Council or Advisory Committee; and

d. the Director-General of the GGGI, with respect to the staff of the GGGI, expert on mission and the GGGI itself.

2. In all cases, such waiver must be expressly made in writing.

Article 16

KOREAN NATIONALS AND PERMANENT RESIDENTS

A person who is a national or permanent resident of the Republic of Korea shall not enjoy the privileges and immunities set out in this Agreement, except for immunity from legal process and inviolability in respect of words spoken or written and all acts done by that person in the discharge of his/her duties, which immunity shall continue even after the person has ceased to exercise his/her functions in connection with the GGGI.

Article 17

RESPECT FOR LOCAL LAWS AND REGULATIONS

1. The GGGI and its staff shall cooperate at all times with the appropriate authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges and immunities provided for in this Agreement.

2. Without prejudice to the privileges and immunities conferred by this Agreement, it is the duty of all persons enjoying such privileges and immunities to observe the laws and regulations of the Republic of Korea. Such persons also have a duty not to interfere in the internal affairs of the Republic of Korea.

3. If the Government believes that there has been an abuse of a privilege or immunity granted under this Agreement, consultations shall be held between the Government and the Secretariat to determine whether any such abuse has occurred and, if so, to ensure that no repetition of such abuse occurs.

Article 18

SETTLEMENT OF DISPUTES WITH THIRD PARTIES

The GGGI shall make provisions for appropriate methods of settlement of:

- a. disputes arising out of contracts and other disputes of a private character to which the GGGI is party, including appropriate procedures for the settlement of disputes with all persons employed by the GGGI; and
- b. disputes involving persons mentioned in this Agreement who by reason of their official position enjoy immunity, if such immunity has not been waived pursuant to the provisions of Article 15 of this Agreement.

Article 19

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

1. Any dispute between the Government and the GGGI concerning the interpretation or application of this Agreement or any question affecting the Headquarters or the relationship between the Government and the GGGI, which is not settled by negotiation or other agreed mode of settlement, shall be referred to arbitration by a tribunal composed of three arbitrators: one to be appointed by the Government, one to be appointed by the Director-General of the GGGI and

the third, who shall be the chairperson of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months of the date on which both of them were appointed, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of either Party.

2. The procedure of the arbitration shall be fixed, in consultation with the Parties, by the arbitrators and the expenses for the arbitration shall be borne by the Parties as assessed by the arbitrators.

3. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 20

FINAL PROVISIONS

1. This Agreement shall enter into force on the date when the Parties have notified each other of the completion of their respective internal procedures for the entry into force of this Agreement. The date of receipt of the last notification shall be deemed to be the date of the entry into force of this Agreement.

2. Consultations with respect to the amendment of this Agreement shall be held at the request of either Party. Any amendments may be made by mutual written consent of the Parties.

3. This Agreement shall be terminated by mutual written consent of the Parties.

4. In the event that the Headquarters of the GGGI are moved from the Republic of Korea, this

Agreement shall cease to be in force on the date when the normal cessation of the remaining activities of the Headquarters and the subsequent disposal of its property in the Republic of Korea have been completed, provided that all such activities and disposal of property are completed in the six-month period after such decision to move the Headquarters.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Global Green Growth Institute and the Government, have signed this Agreement.

Done in duplicate at Abu Dhabi, on 17 January 2013, in the English language.

FOR THE GLOBAL GREEN
GROWTH INSTITUTE

FOR THE GOVERNMENT OF
THE REPUBLIC OF KOREA