



Global
Green Growth
Institute

KEY REFERENCE DOCUMENTS

March 2013



**Agreement on the Establishment
of the Global Green Growth Institute**



The Parties to this Agreement,

Acknowledging that the integration of economic growth and environmental sustainability is essential for the future of humankind;

Recognizing the need to develop and diffuse a new model of economic growth—green growth—that simultaneously targets economic performance and environmental sustainability, ultimately supporting the global paradigm shift towards a sustainable economy;

Supporting the sustainable development of developing and emerging countries, including the poorest communities within those countries and the least developed countries, through effective green growth strategies and plans that deliver poverty reduction, job creation and social inclusion in an environmentally sustainable manner;

Striving to achieve the sustainable development of the international community through dialogue, collective learning and collaboration between developed and developing countries and the public and private sectors;

Contributing to the successful outcome of the United Nations process on sustainable development and attainment of other internationally agreed goals, including the Millennium Development Goals such as eradicating extreme poverty and hunger, ensuring environmental sustainability and developing global partnerships for development;

Pursuing a close collaboration with other international organizations and international financial institutions that promote green growth;

Understanding that the design and implementation of green growth require continuity and a long term perspective;

Noting that a new kind of interdisciplinary and multi-stakeholder international organization is necessary to effectively address climate change and implement low-carbon development strategies; and

Desiring to establish the Global Green Growth Institute as an international organization;

Have agreed as follows:

Article 1

ESTABLISHMENT

1. The Global Green Growth Institute is hereby established as an international organization (hereinafter referred to as the “GGGI”).
2. The headquarters of the GGGI shall be located in Seoul, the Republic of Korea.

Article 2

OBJECTIVES

The GGGI shall promote sustainable development of developing and emerging countries, including the least developed countries, by:

- a. supporting and diffusing a new paradigm of economic growth: green growth, which is a balanced advance of economic growth and environmental sustainability;
- b. targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and
- c. creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

Article 3

DEFINITIONS

For the purposes of this Agreement:

- a. contributing member means a Member of the GGGI that has provided a multi-year financial contribution of core funding of no less than 15 million USD over three years or 10 million USD over the first two years. The level and nature of contribution required to qualify as a contributing member shall be kept under review by the Assembly, and may be adjusted by the Assembly by consensus to support the growth of the GGGI over time;

- b. participating member means a Member of the GGGI that is not a contributing member under paragraph a;
- c. members present and voting means members present and casting an affirmative or a negative vote. A quorum for any decision of the Assembly or Council shall be a simple majority of the members of the respective organ. For the avoidance of doubt, signatory States and regional integration organizations under Article 5.3 shall be counted for the purposes of quorum at the first session of the Assembly; and
- d. the Organization means the body known as the Global Green Growth Institute established as a non-profit foundation on 16 June 2010 in the Republic of Korea.

Article 4 ACTIVITIES

In order to accomplish its objectives, the GGGI shall engage in the following types of activities:

- a. supporting developing and emerging countries with capacity building to design and implement green growth plans at the national, provincial, or local level to facilitate poverty reduction, job creation and social inclusion;
- b. pursuing research to advance the theory and practice of green growth, drawing particularly from the experience of governments and industries;
- c. facilitating public-private cooperation to foster an enabling environment for resource-efficient investment, innovation, production and consumption, and diffusion of best practices;
- d. disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development; and
- e. performing any other activities relevant to the objectives of the GGGI.

Article 5 MEMBERSHIP

1. A state or regional integration organization¹⁾ shall become a Member of the GGGI by becoming Party to this Agreement. The membership of the GGGI is open to any member state of the United Nations or regional integration organization that subscribes to the objectives of the GGGI under Article 2.
2. No Member shall be liable, by reason of its status or participation in the GGGI, for acts, omissions or obligations of the GGGI.
3. Signatory States and regional integration organizations that have not submitted an instrument of ratification, acceptance or approval to the Director-General by the time of entry-into-force of the Agreement shall, at the first session of the Assembly, have the same capacities as Members, including the right to vote and the ability to be elected to, and serve on, the Council. For the avoidance of doubt, this paragraph shall not apply in relation to subsequent sessions of the Assembly.
4. Any regional integration organization which becomes a Party to the Agreement without any of its member states being a Party shall be bound by all the obligations under the Agreement. In the case of such organizations, where one or more of its member states is a Party to the Agreement, the organizations and its member states shall decide on their respective responsibilities for the performance of their obligations under the Agreement. A separate arrangement on the modalities of the exercise of membership shall be negotiated prior to membership for regional integration organizations and subsequently approved by the Assembly.
5. In their instruments of ratification, acceptance, approval or accession, regional integration organizations shall declare the extent of their competence with respect to the matters governed by the Agreement. These organizations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

1) Regional integration organization shall mean an organization constituted by sovereign states of a given region, to which its member states have transferred competence in respect of matters governed by the present Agreement. 2 On the issue of devolvement of the GGGI's regional offices, consultation with the governments of Denmark and the United Arab Emirates will be necessary.

Article 6**ORGANS**

1. The GGGI shall have an Assembly, a Council, an Advisory Committee and a Secretariat as its principal organs.
2. Branch offices or other subsidiary organs of the GGGI may be established if the Assembly so decides as required to support its activities.

Article 7**THE ASSEMBLY**

1. The Assembly is the supreme organ of the GGGI and shall be composed of Members.
2. The Assembly shall meet once every two years in ordinary sessions, or as otherwise decided by the Assembly. An extraordinary session of the Assembly shall be convened upon the initiative of one-third of its Members. Sessions of the Assembly shall take place at the headquarters of the GGGI, unless the Assembly decides otherwise.
3. The Assembly shall adopt its rules of procedure by consensus at its first session. For the avoidance of doubt, this Agreement prevails to the extent of any inconsistency between this Agreement and the rules of procedure.
4. The Assembly may grant Observer status to non-state entities such as intergovernmental organizations, private companies, research institutes and non-governmental organizations (NGOs), based on criteria agreed by the Assembly. Representatives with Observer status may engage in discussions in the Assembly but shall not have voting rights in Assembly deliberations. Further provisions relating to the participation of Observers in the Assembly may be made in the rules of procedure referred to in paragraph 3.
5. The functions of the Assembly shall include:
 - a. electing Members to the Council, in accordance with Article 8.2, and considering the principle of rotation;
 - b. appointing the Director-General who shall be nominated by the Council;
 - c. considering and adopting amendments to this Agreement, in accordance with Article 24;
 - d. advising on the overall direction of the GGGI's work;

- e. reviewing progress in meeting the GGGI's objectives;
- f. receiving reports from the Secretariat on strategic, operational and financial matters; and
- g. providing guidance on cooperative partnerships and linkages with other international bodies in accordance with Article 16.

6. Each Member shall be entitled to one vote.
7. Members that are regional integration organizations shall, in matters for which they are responsible in accordance with Article 5.4 and 5.5, exercise their right to vote with a number of votes equal to the number of their member states that are Parties to the Agreement. The modalities of the exercise of membership rights shall be included in the separate arrangement set out in Article 5.4 to be negotiated prior to membership for regional integration organizations.
8. The Assembly shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the President, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Assembly.
9. The Assembly shall elect one President and two Vice-Presidents with terms of two years.
10. The President, with the support of the Vice-Presidents, shall preside over the Assembly and shall carry out the duties which are entrusted to her or him.
11. The President shall be responsible to the Assembly while it is in session.

Article 8**THE COUNCIL**

1. The Council shall act as the executive organ of the GGGI and shall, under the guidance of the Assembly, be responsible for directing the activities of the GGGI.
2. The Council shall consist of no more than seventeen members, as follows:
 - a. five contributing members elected by the Assembly;

- b. five participating members elected by the Assembly;
 - c. five experts or non-state actors who can contribute substantially to the objectives of the GGGI, appointed by the Council;
 - d. the host country, which shall have a permanent seat on the Council; and
 - e. the Director-General without a voting right.
3. The members of the Council specified in paragraph 2 a, b and c shall serve for terms of two years, except as provided in paragraph 4.
4. The Assembly shall ensure that around half of the initial Council members elected under paragraph 2 a, b and c are elected for an initial term of one year, for the purposes of continuity of Council membership.
5. The functions of the Council, under the guidance of the Assembly, shall be to:
 - a. nominate a Director-General for appointment by the Assembly;
 - b. approve the GGGI's strategy, and review the results, monitoring and evaluation framework;
 - c. approve the annual work program and budget;
 - d. approve audited financial statements;
 - e. approve the admission of new members to the Advisory Committee in accordance with Article 9.2;
 - f. approve the criteria for country program selection, which shall be consistent with the objectives of the GGGI and based, inter alia, on objective criteria;
 - g. approve the Council Sub-Committees' membership; and
 - h. perform any other functions delegated by the Assembly or conferred elsewhere in this Agreement.
6. Each member of the Council shall be entitled to one vote except for the Director-General.
7. The Council shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the Chair, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Council.
8. The Council shall adopt its rules of procedure by consensus at its first session.

9. The Council shall elect one Chair and two Vice-Chairs with terms of two years.
10. The Chair, with the support of the Vice-Chairs, shall preside over the Council and shall carry out the duties which are entrusted to her or him.
11. The Chair shall be responsible to the Council while it is in session.
12. For the effective coordination and operation, the Council may establish sub-committees including, as appropriate, a Facilitative Sub-Committee, a Human Resources Sub-Committee, a Program Sub-Committee and an Audit & Finance Sub-Committee. The Audit & Finance Sub-Committee shall be chaired by a contributing member.

Article 9

THE ADVISORY COMMITTEE

1. The Advisory Committee, as a consultative and advisory organ of the GGGI, shall have a key role in:
 - a. serving as a forum for public-private cooperation on green growth; and
 - b. advising the Council on the strategy and activities of the GGGI, including with regard to any synergies and linkages between the GGGI and other actors that may be pursued through Article 16.
2. The Advisory Committee shall be composed of leading, relevant experts and non-state actors. Applications for membership to the Advisory Committee shall be presented to the Director-General in writing, and shall be approved by the Council in accordance with Article 8.5 e.
3. The Advisory Committee shall meet in regular session which shall be held once a year unless it decides otherwise.
4. The Advisory Committee shall adopt its rules of procedure, and may elect a Chair and a Vice Chair.

Article 10

THE SECRETARIAT AND DIRECTOR-GENERAL

1. The Secretariat shall, under the guidance of the Council and Assembly, be the chief operational organ of the GGGI, and be headed by a Director-General.
2. The Director-General shall be nominated by the Council and appointed by the Assembly. The

Director-General may participate in meetings of the Council and the Assembly, but shall not vote at such meetings.

3. The Director-General shall be appointed for an initial term of four years and may be reappointed for a further term.
4. In addition to any functions conferred on the Director-General elsewhere in this Agreement or by the Council or Assembly from time to time, the Director-General shall, under the guidance of the Council and Assembly:
 - a. provide strategic leadership for the GGGI;
 - b. prepare all necessary operational and financial documents;
 - c. report on the overall implementation of the GGGI's activities and bring to the attention of the Council any matter which he or she considers might impact on the fulfillment of the GGGI's objectives;
 - d. carry out the directions of the Assembly and the Council; and
 - e. represent the GGGI externally and develop strong relations with Members and other stakeholders.
5. The Secretariat shall be responsible to the Director-General and shall, inter alia, support the Director-General in carrying out the functions listed in paragraph 4 and the core activities of the GGGI.
6. In the performance of their duties, the Director-General, and the staff of the Secretariat shall neither seek nor receive instructions from any state or from any authority external to the GGGI. They shall refrain from any action which might reflect adversely on their position as international officials.
7. The Director-General shall appoint the staff of the Secretariat in accordance with staff regulations approved by the Council. Efficiency, competence, merit and integrity shall be the necessary considerations in the recruitment and employment of the staff, taking into account the principle of gender equality.

Article 11

WORKING LANGUAGE

The working language of the GGGI shall be English.

Article 12

FINANCE

1. The GGGI shall obtain its financial resources through:
 - a. voluntary contributions provided by Members;
 - b. voluntary contributions provided by non-governmental sources;
 - c. the sale of publications and other revenue;
 - d. interest income from trusts; and
 - e. any other sources in accordance with the financial rules to be adopted by the Assembly by consensus.
2. Members are encouraged to support the GGGI and ensure its financial stability through voluntary annual contribution of core funding, active engagement in its activities or other appropriate means.
3. To promote financial transparency, a financial audit of the operations of the GGGI shall be conducted on an annual basis by an independent external auditor appointed by the Council and the audit shall be conducted in accordance with international auditing standards.
4. The audited financial statements shall be made available to Members as soon as possible after the close of each financial year, but not later than six months after that date, and shall be considered for approval by the Council at its next session, as appropriate.

Article 13

DISCLOSURE

The organs of the GGGI shall develop a comprehensive disclosure policy which ensures transparency in the work of the GGGI, including:

- a. the discussions, decisions and documents received, reviewed and adopted by the Assembly;
- b. the criteria on which non-state entities are granted Observer status;
- c. the discussions, decisions and related documents in the Council;
- d. the criteria on which experts and non-state actors in the Council are selected;
- e. the criteria and methodology for country program selection;

- f. the criteria on which the members of the Advisory Committee are approved; and
- g. the GGGI's annual audited financial statements.

Article 14

LEGAL PERSONALITY AND CAPACITY

The GGGI shall possess legal personality and have the capacity:

- a. to contract;
- b. to acquire and dispose of immovable and movable property; and
- c. to institute and defend itself in legal proceedings.

Article 15

PRIVILEGES AND IMMUNITIES

The GGGI may enjoy such privileges and immunities in the member state in which it is headquartered, and may seek such privileges and immunities in other Members, as may be necessary and appropriate for the proper functioning of the GGGI in the territory of member states, in due consideration of such privileges and immunities as are customarily accorded to a similar types of international organization. Such privileges and immunities shall be specified in a separate agreement that may be concluded among the Members or between the GGGI and the individual Member.

Article 16

COOPERATIVE PARTNERSHIPS

1. The GGGI may establish cooperative relationships with other organizations, including international, intergovernmental and non-governmental organizations, with a view to further the objectives of the GGGI.
2. The GGGI may also invite organizations with which it shares similar objectives in green growth, to enter into a strategic partnership for mutual cooperation on a medium or long-term basis.

Article 17

TRANSITIONAL PROVISIONS

1. Until such time as the Secretariat of the GGGI has been established, the Organization shall serve and perform functions of the Secretariat. The Executive Director of the Organization shall serve as the Director-General of the GGGI until the Assembly appoints the Director-General in accordance with Article 7.5b.
2. Upon the entry into force of this Agreement, the rights, obligations, undertakings, existing branch/regional offices²⁾ and property of the Organization above shall devolve to the GGGI in accordance with any necessary processes of that body.
3. The rules, regulations, resolutions, procedures and practices of the Organization shall apply to the GGGI until otherwise decided by the Assembly, the Council or the Director-General as appropriate, and only to the extent that they are not inconsistent with this Agreement or with any rules, regulations, resolutions, procedures and practices adopted by the Assembly or the Council.
4. Until a sufficient number of states and regional integration organizations become Party to this Agreement, each number specified in the respective subparagraphs a through c of Article 8.2 as a requirement for the number of the Council members may be applied flexibly as decided by the Assembly.

Article 18

DEPOSITARY

The Director-General of the Secretariat shall be the Depositary of this Agreement.

Article 19

SIGNATURE

This Agreement shall be open for signature at Rio de Janeiro in Brazil as of 20 June 2012 and shall remain open for signature for twelve months.

²⁾ Regional integration organization shall mean an organization constituted by sovereign states of a given region, to which its member states have transferred competence in respect of matters governed by the present Agreement.² On the issue of devolvement of the GGGI's regional offices, consultation with the governments of Denmark and the United Arab Emirates will be necessary.

Article 20**RATIFICATION, ACCEPTANCE AND APPROVAL**

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory States and regional integration organizations.
2. Instruments of ratification, acceptance or approval shall be deposited with the Depository.

Article 21**ACCESSION**

1. This Agreement shall be open for accession by any state or regional integration organization which has not signed the Agreement.
2. Instruments of accession shall be deposited with the Depository.

Article 22**ENTRY INTO FORCE**

1. This Agreement shall enter into force on the thirtieth day after the deposit of the third instrument of ratification, acceptance, approval or accession.
2. For each state or regional integration organization ratifying, accepting, approving or acceding to this Agreement after the entry into force, this Agreement shall enter into force on the thirtieth day after the deposit of the respective instrument.

Article 23**RESERVATIONS**

No reservations shall be made to the Agreement.

Article 24**AMENDMENTS**

1. Any Party to this Agreement may propose an amendment to this Agreement by submitting such a proposal to the Director-General of the Secretariat. The Director-General shall communicate a

proposed amendment to all the Members of the GGGI at least ninety days prior to its consideration by the Assembly.

2. An amendment to this Agreement shall enter into force for those Parties having accepted it on the ninetieth day after the deposit of an instrument of acceptance by at least three-quarters of the Parties to this Agreement, unless otherwise specified in such an amendment, after adoption by the Assembly. In addition, instruments of acceptance shall be required from three-quarters of contributing members, as well as three-quarters of participating members, for entry-into-force.

Article 25**WITHDRAWALS**

Any Party may withdraw from this Agreement by written notification, of its intention to withdraw from this Agreement. Such withdrawal shall take effect six months after the date of receipt by the Director-General of the Secretariat of the notification.

Article 26**INTERPRETATION**

Any question of interpretation of the provisions of this Agreement arising between any Member and the GGGI or between any Members of the GGGI shall be submitted to the President of the Assembly for decision by the Assembly. The Assembly shall make every effort to reach a decision by consensus. If all efforts at consensus have been exhausted, and no consensus reached, such decisions shall as a last resort be adopted by three-quarters of members present and voting. In addition, the adoption of such decisions shall require three-quarters of contributing members present and voting, as well as three-quarters of participating members present and voting. This Agreement, including the aforementioned decisions, shall be interpreted in accordance with customary rules of interpretation of public international law, including the Vienna Convention on the Law of Treaties adopted in 1969.

Article 27**CONSULTATIONS**

1. Any Members of the GGGI may request in writing consultations with the Director-General of the GGGI or with other Members concerning any matter on the implementation, application or operation of this Agreement.

2. Parties to those consultations shall make every effort to arrive at a mutually satisfactory resolution of the matter.
3. The consultations under this Article shall not be disclosed to any other party unless otherwise agreed, and are without prejudice to the right of a Member to raise a matter in the Assembly.

Article 28

TERMINATION

1. This Agreement may only be terminated through a decision by consensus in the Assembly of all Members.
2. Any decision taken under paragraph 1 shall not take effect before twelve months have expired, unless otherwise decided by the Assembly by consensus.
3. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of termination of this Agreement, unless as otherwise agreed by the Assembly consensus.
4. Upon termination, the Assembly may agree, by consensus, to devolve the property and assets of the GGGI to one or more international bodies that have the same, or substantially the same, objectives of the GGGI as contained in Article 2. The property and assets of the GGGI may otherwise be redistributed to the Members according to any procedure agreed by the Assembly.

IN WITNESS WHEREOF,

the undersigned representatives, being duly authorized thereto by their respective governments, have signed this Agreement. Done at Rio de Janeiro, this twentieth day of June, two thousand and twelve, in the English language.

Rules of Procedure of The Assembly

I DEFINITIONS

Rule 1

For the purpose of these Rules:

- a. GGGI – means the international body known as the Global Green Growth Institute established under the Agreement as defined below.
- b. Agreement – means the Agreement on the Establishment of the Global Green Growth Institute, signed on 20 June 2012 in Rio de Janeiro, Brazil.
- c. Assembly – means the Assembly established by Article 6 and described by Article 7 of the Agreement.
- d. Council – means the Council established by Article 6 and described by Article 8 of the Agreement.
- e. Advisory Committee – means the Advisory Committee established by Article 6 and described by Article 9 of the Agreement.
- f. Member – means a Participating Member or Contributing Member.
- g. Contributing Member – means a Member of the GGGI that has provided a qualifying financial contribution in accordance with Article 3 c of the Agreement.
- h. Participating Member – means a Member of the GGGI that is not a Contributing Member.
- i. Members present and voting – means Members present at which voting takes place and casting an affirmative or negative vote.
- j. Experts – means experts who can contribute substantially to the objectives of the GGGI.
- k. Non-State Actors – means non-state actors who can contribute substantially to the objectives of the GGGI.
- l. Observer – means a non-state entity granted Observer status by the Assembly in accordance with Article 7.4 of the Agreement.
- m. President – means the President of the Assembly as elected in accordance with Rule 22 of these Rules.
- n. Secretariat – means the Secretariat established by Article 6 and described by Article 10 of the Agreement.
- o. Director-General – means the Director-General appointed by the Assembly in accordance with Article 10 of the Agreement.

II SESSIONS

A Notification

Rule 2

Notification of Sessions

The Director-General, on behalf and under the authority of the President, shall notify all Members of the Assembly, at least 90 days in advance of each ordinary session, of the opening date and expected duration thereof.

Rule 3

Notification of Extraordinary Sessions

The Director-General, on behalf and under the authority of the President, shall notify all Members at least 30 days in advance of each extraordinary session, of the opening date, place and expected duration thereof.

B General

Rule 4

Convening of Sessions

The Assembly shall meet once every two years in ordinary sessions, or as otherwise decided by the Assembly. An extraordinary session of the Assembly shall be convened upon the initiative of one-third of its Members.

Rule 5

Place of Sessions

Sessions of the Assembly shall take place at the headquarters of the GGGI, unless the Assembly decides otherwise.

Rule 6**Written Procedure**

As may be required in extraordinary circumstances for the fulfillment of its powers and functions, the Assembly may act by means of proxy letter, e-mail or such other method of communication. The participation of the Members of the Assembly may be facilitated and the votes of the Members of the Assembly may be recorded, subject to procedures determined by the Assembly in a separate decision whereby the provisions of the Agreement as well as other relevant provisions of these Rules shall be fully respected.

III AGENDA**A Ordinary Sessions****Rule 7****Provisional Agenda**

The President, assisted by the Secretariat, shall draft the provisional agenda of each ordinary session of the Assembly and distribute a copy of such provisional agenda to all those invited to the meeting not later than 30 days in advance of the session.

Rule 8**Contents of the Provisional Agenda**

The provisional agenda for each ordinary session should generally include:

- a. all items the inclusion of which has been decided by the Assembly at a previous session;
- b. items proposed by Members of the Assembly;
- c. all items proposed by the Council, including those which were brought to the attention of the Council by the Director-General;
- d. election of the members to the Council in accordance with Article 8.2 of the Agreement;

- e. appointment of the Director-General nominated by the Council, if necessary;
- f. the draft report of the implementation of the GGGI's activities in accordance with Article 7.5 of the Agreement, submitted to the Council, and such other reports as the Council deems necessary or which the Assembly may request;
- g. the draft work program, organizational chart and budget of the GGGI, approved by the Council;
- h. the external auditor's report, the annual audit of the GGGI and reports of any other audit activity that may have been conducted during the reporting period;
- i. the opening date, venue and anticipated duration of the next ordinary session of the Assembly; and
- j. other items required by the Agreement.

Rule 9**Supplementary Items**

Any Members of the Assembly, the Council, or the Director-General in agreement with the Council, may, not later than 30 days before the date set for the opening of any ordinary session, request the inclusion of supplementary items in the agenda. With the approval of the President, such items shall be placed on a supplementary list, which shall be communicated to Members at least 21 days before the opening of the session.

Rule 10**Approval of the Agenda**

The Assembly, at the beginning of each session, shall adopt the agenda and if applicable, the supplementary items for the session.

Rule 11**Additional Items for Provisional Agenda of Ordinary Sessions**

Any items of an important and urgent character, proposed by a Member or the Council, which have not been placed on the provisional agenda pursuant to Rule 8 of these Rules or on the supplementary items

pursuant to Rule 9 of these Rules, shall be referred to the President, who shall report promptly thereon to the Assembly. Such items may be placed on the agenda in accordance with Rule 42 of these Rules.

B Extraordinary Sessions

Rule 12

Provisional Agenda of Extraordinary Sessions

The provisional agenda for all extraordinary sessions of the Assembly shall consist only of those items proposed for consideration in the decision or the request for holding the extraordinary session and shall be prepared by the President, assisted by the Secretariat, and shall be sent by him or her to all Members of the Assembly together with the notification of the extraordinary session.

Rule 13

Additional Items for Provisional Agenda of Extraordinary Sessions

Any items of an important and urgent character, proposed by a Member or the Council, which have not been placed on the provisional agenda for an extraordinary session pursuant to Rule 12 of these Rules shall be referred to the President, which shall report promptly thereon to the Assembly. Such items may be placed on the agenda in accordance with Rule 42 of these Rules.

C General

Rule 14

Explanatory Memoranda

Each item proposed for inclusion in the agenda shall be accompanied by such supporting documents, as may be necessary to support the President's decision to include the item on the agenda and the Assembly's subsequent consideration of the issue.

Rule 15

Circulation of Supporting Documents

All draft reports, decisions, program and budget of the GGGI and other documents relating to the provisional agenda of the session shall be sent together with the provisional agenda by the President, assisted by the Secretariat, to each Member of the Assembly. All supporting documents shall at the same time be made available on the GGGI's website or other means for the purpose of transparency and accessibility, with the exception of those documents that are decided to be confidential by the Assembly or the Council.

IV REPRESENTATION

Rule 16

Composition of Delegation

Each Member of the Assembly shall be represented at the Assembly by one representative, who may be accompanied by alternates and advisers as may be required by the delegation. The representative and all such alternates and advisers shall constitute the Member's delegation to the Assembly.

Rule 17

Alternates

Each representative may designate an alternate in his or her delegation to act in his or her place during the Assembly.

Rule 18

Representation of Other Subsidiary Organs of the Assembly

Each representative may designate any member in his or her delegation to act for his or her delegation on any subsidiary organ of the Assembly on which his or her delegation is represented.

Rule 19**Submission of Credentials**

The credentials of each representative and the names of the persons constituting the Member's delegation shall be submitted to the Secretariat at least 7 days in advance of the session which the delegation will attend. The credentials shall be issued by the competent authority of the Member.

Rule 20**Participation of Observers**

Non-state entities to whom Observer status may be granted by the Assembly under Article 7.4 of the Agreement shall inform the President, who shall place such request for Observer status on the agenda of the Assembly for its consideration.

Rule 21**Notification to Observers**

The Secretariat, in coordination with the President, shall notify those entitled to be Observers pursuant to the Rule 20 above of the date and venue of any session.

V BUREAU**Rule 22****Election of President and Vice-Presidents**

At the commencement of the first meeting of each ordinary session, the Assembly shall elect a President and two Vice-Presidents with terms of two years. One Vice-President shall be elected from among the Contributing Members. The other Vice-President shall be elected from among the Participating Members. The President and Vice-Presidents shall serve in their capacity at any extraordinary sessions and remain in office until their successors are elected at the next ordinary session.

Rule 23**Acting President**

The President, if absent from a meeting or any part thereof, or whenever he or she deems that for the proper fulfillment of the responsibilities of the office of President he or she should not preside over the Assembly during the consideration of a particular question, shall designate one of the Vice-Presidents at his or her discretion to act as President with the same powers and duties.

Rule 24**Vacancies**

Any vacancy in the position of the President or the Vice-Presidents shall be filled in the same manner in which the original holder of that position was appointed. Any individuals appointed to fill such a position shall serve for the unexpired term of his or her predecessor.

Rule 25**Rapporteur**

At the beginning of each Assembly session, the President shall propose a Member to act as Rapporteur. With the assistance of the Secretariat, the Rapporteur will be responsible for the recording and transcription of the proceedings of the meeting, the preparation, review of the record, and such other related duties and responsibilities as may be assigned by the President.

VI COUNCIL, ADVISORY COMMITTEE, AND SECRETARIAT**Rule 26****Representation of the Council**

The Council shall be represented by its Chair. Each of the five Experts or Non-State Actors of the Council may also be present at the Assembly during his or her membership term.

Rule 27**Representation of the Advisory Committee**

The Advisory Committee shall be represented by its Chair without the right to vote at all sessions of the Assembly.

Rule 28**Role of the Director-General**

The Director-General shall participate without the right to vote at all sessions of the Assembly and other subsidiary organs, or he or she may designate a member of the Secretariat to represent him or her at any such sessions. The Director-General or his or her representative may make oral or written statements to such sessions. The Director-General may be accompanied by staff of the Secretariat at his or her discretion.

Rule 29**Duties of the Secretariat**

The Director-General shall provide the staff required by the Assembly, the Council, the Advisory Committee and any other subsidiary organs and shall be responsible for all the necessary arrangements for the sessions of the Assembly, the Council and any other subsidiary organs. These arrangements shall include:

- a. the receipt, reproduction and distribution of documents of the Assembly, the Council, the Advisory Committee, and any other subsidiary organs;
- b. the maintenance of documents of the Assembly in the archives of the GGGI;
- c. the publication of reports of the sessions of the Assembly;
- d. distribution of all documents of the Assembly to the Members of the GGGI; and
- e. the performance of all other work which the Assembly, the Council, the Advisory Committee, or any other subsidiary organs may require.

VII SUBSIDIARY ORGANS OF THE ASSEMBLY**Rule 30****Establishment of Subsidiary Organs**

The Assembly may, in accordance with Article 6.2 of the Agreement, establish subsidiary organs as it deems necessary for the performance of its functions, in accordance with Article 7.5 a – g of the Agreement. Subsidiary organs created by the Assembly may include experts nominated by Members and the Council, as well as independent experts, if appropriate.

VIII CONDUCT OF BUSINESS AT SESSIONS OF THE ASSEMBLY**Rule 31****Quorum**

The President may declare a meeting open and permit discussion to proceed when representatives of at least a simple majority of the Members of the Assembly are present, in accordance with Article 3 c of the Agreement.

Rule 32**Public Disclosure of Activities of the Assembly**

Pursuant to Article 13 a of the Agreement, the discussions, decisions and documents received, reviewed and adopted by the Assembly shall be open and made available to the public, unless otherwise decided by the Assembly.

Rule 33**Functions of the President during Assembly Sessions**

In addition to exercising the powers which are conferred upon him or her by these Rules, the President shall declare the opening and closing of each session of the Assembly, direct its discussions, ensure

observance of these Rules, accord the right to speak, put questions and announce decisions. The President shall rule on points of order and, subject to these Rules, shall have control of the proceedings of the Assembly and over the maintenance of order at its sessions. The President may propose to the Assembly the limitation of the time to be allowed to speakers, the limitation of the number of times each representative may speak on any question, limitation on whether Observers may speak on any question, the closure of the list of speakers or the closure of the debate. He or she may propose the suspension or adjournment of the session or the adjournment of the debate on the item under discussion. The President, in the exercise of his or her functions, shall remain under the authority of the Assembly.

Rule 34

Points of Order

During the discussion of any matter, a Member may at any time raise a point of order which shall be decided immediately by the President in accordance with these Rules. A Member may appeal against the ruling of the President. The appeal shall be put to a vote immediately and the ruling of the President shall stand, unless overruled by a majority of the members present and voting. A Member may not, in raising a point of order, speak on the substance of the matter under discussion.

Rule 35

Decisions on Competence

Any motion calling for a decision on the competence of the Assembly to discuss any matter or to adopt a proposal or an amendment to a proposal submitted to it shall be put to the vote before the matter is discussed or a vote taken on the proposal or amendment in question.

Rule 36

Proposals and Amendments

Proposals and amendments to proposals shall normally be prepared in writing by Members and submitted to the Secretariat, which shall circulate copies to Members. Following the distribution of copies, Members shall be given reasonable time before proposals are discussed or considered for decision.

Rule 37

Withdrawal of Proposals or Motions

A proposal or motion may be withdrawn by its proposing Member at any time before voting on the proposal or motion has begun, provided that the proposal or motion has not been amended. A proposal or motion withdrawn may be reintroduced by any other Member.

Rule 38

Reconsideration

When a proposal has been adopted or rejected, it may not be reconsidered at the same session, unless the Assembly so decides. Permission to speak on a motion to reconsider shall be accorded only to the Member proposing the motions, and one other supporter, after which it shall be put immediately to a vote.

Rule 39

Participation of Observers

A Member may nominate an Observer to speak on a subject in the Assembly. If no other Member objects, the Observer may speak only on the subject at hand. If any other Member objects, the motion will be put to a vote immediately and the Observer may speak, unless overruled by a simple majority of Members.

IX VOTING AND ELECTIONS

Rule 40

Member Voting

Each Member shall have one vote, in accordance with Article 7.6 of the Agreement.

Rule 41**Regional Integration Organizations**

Members that are regional integration organizations shall, in matters for which they are responsible in accordance with Articles 5.4 and 5.5 of the Agreement, exercise their right to vote with a number of votes equal to the number of their member states that are parties of the Agreement, in accordance with Article 7.7 of the Agreement.

Rule 42**Adoption of Decisions**

The Assembly shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the President, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in these rules. The adoption of decisions shall require a majority of Contributing Members present and voting, as well as a majority of Participating Members present and voting.

Rule 43**Questions on Subject Matter**

If a question arises as to whether a matter is one of a procedural or substantive nature, the President shall rule on the question. An appeal against this ruling shall be put to a vote immediately and the ruling of the President shall stand, unless overruled by a majority of the members present and voting.

Rule 44**Order of Voting**

If two or more proposals relate to the same question, the Members shall vote on the proposals in the order in which they have been submitted, unless the Assembly decides otherwise. The Assembly, after each vote on a proposal, may decide whether to vote on the next proposal.

Rule 45**Separation of Proposals**

Any Member may request that any part of a proposal or of an amendment to a proposal be voted on separately. The President shall allow the request, unless a Member objects. If an objection is made to the request for division, the President shall permit two Members to speak, one in favor of and the other against the request, after which the request for division shall be put immediately to a vote.

Rule 46**Voting on Separated Proposals**

If the request referred to in Rule 45 above is allowed or adopted, those parts of a proposal, or of an amendment to a proposal, which have been approved shall then be put to a vote as a whole. If all the operative parts of a proposal or amendment have been rejected, the proposal or amendment shall be considered to have been rejected as a whole.

Rule 47**Proposal Amendments**

A motion is considered to be an amendment to a proposal if it merely adds to, deletes from, or revises parts of that proposal. An amendment shall be voted on before the proposal to which it relates is put to the vote, and if the amendment is adopted, the amended proposal shall then be put to a vote.

Rule 48**Order of Amendments**

If two or more amendments are moved to a proposal, the Assembly shall first vote on the amendment furthest removed in substance from the original proposal, then on the amendment next furthest removed there from, and so on, until all amendments have been put to the vote. The President shall determine the order of voting on the amendments under this rule.

Rule 49**Method of Voting**

Voting, except for elections, shall normally be by show of hands. If a Member requests, a roll-call shall be taken in the English alphabetical order of the names of the Members participating in the session, beginning with the Member whose name is drawn by lot by the President, unless the Assembly decides otherwise. However, if at any time a Member of the Assembly requests a secret ballot, that shall be the method of voting on the issue in question.

Rule 50**Record of Voting**

The vote of each Member participating in a roll-call vote shall be recorded in the relevant documents of the session. The Rapporteur shall be responsible for recording the votes of each session.

Rule 51**Control of Voting Procedure**

After the President has announced the beginning of voting, no Member shall interrupt the voting except on a point of order in connection with the actual conduct of the voting. The President may permit Members to explain their votes, and may limit the time allowed for such explanations. The President shall not permit a Member who puts forward a proposal or an amendment to a proposal to explain his or her vote on his or her own proposal or amendment, except if it has been amended.

Rule 52**Reconsideration of Vote**

If a vote is equally divided in voting other than elections, the President will give additional time within the session, for reconsideration of the issue before the proposal is once again put to vote. In case the vote is still equally divided, the proposal voted upon shall be considered as not adopted.

Rule 53**Election by Ballot**

All elections shall be held by secret ballot, unless otherwise decided by the Assembly.

Rule 54**Election of Council Members**

- a. Pursuant to Article 7.5 a of the Agreement, and in accordance with Rule 42 of these Rules, members of the Council shall be elected for a period of two years and be eligible in principle to serve up to two consecutive terms¹⁾. The members shall remain in office until their successors are elected or appointed. The President shall communicate to the Members, at the same time as putting forward the agenda, the anticipated number of seats on the Council to be filled by election at that session, based on the formula set out in Article 8.2 of the Agreement. Any adjustment in that anticipated number shall be announced by the President at the opening of such session.
- b. For the purposes of continuity of the Council membership, two from Contributing Members, two from Participating Members, and three Experts or Non-State Actors shall serve an initial term of one year, pursuant to Article 8.4 of the Agreement, on a voluntary basis. If efforts to identify these members on a voluntary basis do not succeed, and there remain seats to be filled for the initial term of one year, then the Council shall determine which members shall serve for the initial term of one year by drawing lots. The members shall remain in office until their successors are elected or appointed.

Rule 55**Presentation of the Candidates for Election**

The President shall present to the Assembly candidates for election to the Council, in accordance with Article 7.5 a of the Agreement.

Rule 56**Term of Office**

The term of office of each Member shall begin at the close of the regular session at which it is elected and shall end at the close of the second regular session following that election. The term of office of Members elected at the first session of the Assembly shall begin immediately after their election.

1) The Assembly shall decide on a system of rotation for both Contributing Members and Participating Members as soon as practicable but not later than its second regular session.

Rule 57**Elections to Fill One Elective Place**

If, when one person is to be elected, no candidate obtains in the first ballot a majority of the votes cast by the members present and voting, a second ballot restricted to the two candidates obtaining the largest number of votes shall be taken. If in the second ballot the votes are equally divided, the President shall decide between the candidates by drawing lots. In the case of a tie in the first ballot among three or more candidates obtaining the largest number of votes, a second ballot shall be held. If a tie results among more than two candidates, the President shall decide between the candidates by drawing lots.

Rule 58**Elections to Fill Two or More Elective Places**

When two or more elective places are to be filled at one time under the same conditions, those candidates obtaining in the first ballot the majority required shall be elected. If the number of candidates obtaining the majority required is less than the number of elective places to be filled, there shall be no more than two ballots in respect of each elective place remaining to be filled. If in the first ballot for an unfilled elective place no candidate obtains the majority required, a second ballot shall be taken which shall be restricted to the two candidates who obtained the largest number of votes in the first ballot for that elective place. If in the second ballot for that elective place the votes are equally divided, the President shall decide between the candidates by drawing lots.

X LANGUAGES**Rule 59****Language**

- a. The working language of the Assembly shall be English.
- b. Any representative may make a speech in a language other than English provided that, if he or she does so, he or she shall himself or herself provide for interpretation into English.

Rule 60**Language of Documents**

English shall be the language of the official documents issued by the GGGI.

XI RECORDS**Rule 61****Reports**

- a. Reports of sessions of the Assembly shall be issued by the Secretariat within 30 days of the session and shall contain the text of all recommendations and decisions of the Assembly at the session.
- b. Reports of meetings of the Council, Advisory Committee, and any other subsidiary organs of the Assembly shall also be issued by the Secretariat within 30 days of the respective meetings, unless the Assembly decides otherwise.

XII AMENDMENTS AND SUSPENSION

Rule 62

Amendment to the Rules of Procedure

Amendment to the Rules of Procedure shall be made by consensus of the Members of the Assembly. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the President of the Assembly, amendments to these Rules are adopted by a majority of Contributing Members present and voting, and a majority of Participating Members present and voting.

Rule 63

Suspension of Rules

Any of these Rules may be suspended by a decision of the Assembly taken by a two-thirds majority of the Members present and voting.

Rules of Procedure of the Council

I DEFINITIONS

Rule 1

For the purpose of these Rules:

- a. GGGI – means the international body known as the Global Green Growth Institute established under the Agreement as defined below.
- c. Agreement – means the Agreement on the Establishment of the Global Green Growth Institute, signed on 20 June 2012 in Rio de Janeiro, Brazil.
- d. Assembly – means the Assembly as established by Article 6 and described by Article 7 of the Agreement.
- e. Council – means the Council established by Article 6 and described by Article 8 of the Agreement.
- f. Contributing Member – means a Member of the GGGI that has provided a qualifying financial contribution in accordance with Article 3 c of the Agreement.
- g. Participating Member – means a member of the GGGI that is not a Contributing Member.
- h. Members present and voting – means members present at the meeting at which voting takes place and casting an affirmative or negative vote.
- i. Experts – means experts who can contribute substantially to the objectives of the GGGI.
- j. Non-State Actors – means non-state actors who can contribute substantially to the objectives of the GGGI.
- k. Chair – means the Chair of the Council as elected in accordance with Rule 6 of these Rules.
- l. Secretariat – means the Secretariat established by Article 6 and described by Article 10 of the Agreement.
- m. Director-General – means the Director-General appointed by the Assembly in accordance with Article 10 of the Agreement.

II REPRESENTATION

Rule 2

Composition of the Council

The Council shall comprise no more than 17 members from Parties to the Agreement, as follows: five from Contributing Members, five from Participating Members, five Experts or Non-State Actors, the host country, which shall have a permanent seat on the Council, and the Director-General.

Rule 3

Nomination and Election

Pursuant to Article 7.5 a of the Agreement, and in accordance with Rules 2 and 16 of these Rules, prospective members of the Council shall:

- a. in the case of Experts or Non-State Actors, be nominated by a member of the Council and appointed by the Council, pursuant to Article 8.2 c of the Agreement. Vacancies shall be filled in the same manner. Experts or Non-State Actors are in principle eligible to serve up to two consecutive terms, unless otherwise decided by the Council;
- b. be bound by the Rules of Procedure of the Council; and
- c. subject to their responsibilities to the Council, not disclose any confidential or proprietary information coming to their knowledge by reason of their duties for the Council. The duty of the member not to disclose confidential information constitutes an obligation in respect of that member, and shall remain an obligation after the expiration or termination of that member's function for the Council.

Rule 4

Representatives and Alternates

Each Contributing Member and Participating Member of the Council shall designate an individual accredited representative, who may be accompanied by an alternate representative and advisers, as may be required. Such members of the Council shall submit the names of their accredited representatives, alternates and advisers to the Secretariat at least 7 days before the session they are to

attend. Non-State Actors or Experts who are members of the Council may also be accompanied by advisers and shall notify the Secretariat at least 7 days before the session they are to attend, and submit the names of their advisers to the Secretariat at least 7 days before the session they are to attend.

Rule 5

Vacancies

If a Contributing Member or a Participating Member of the Council resigns or is otherwise unable to complete the assigned term of office or to perform the functions of that office, the Chair of the Council, bearing in mind the proximity of the next session of the Assembly, may nominate another member as candidate for consideration by the Assembly, pursuant to Rule 6 of the Rules of Procedure of the Assembly, with due regard to the balanced representation among the Contributing Members and Participating Members. If an Expert or a Non-State Actor of the Council resigns or is otherwise unable to complete the assigned term of office or to perform the functions of that office, the Chair of the Council may, in consultation with the other members of the Council and with the Secretariat, appoint a replacement, pursuant to Rule 6 of the Rules of Procedure of the Assembly. Appointment pursuant to this paragraph shall count as one term.

III OFFICERS

Rule 6

Election of Chair and Vice-Chairs

The Council shall elect its own Chair and two Vice-Chairs. The Chair and the Vice-Chairs shall be elected by the members of the Council, with due regard to the balanced representation among the Contributing Members, Participating Members, and Experts and Non-State Actors.

Rule 7

Capacities

a. If the elected Chair is not able to serve in that capacity for a meeting, he or she shall designate

one of the Vice-Chairs to serve as Chair. If both Vice-Chairs in addition to the Chair are unable to serve in their respective capacities, the Council shall elect a member from among its members present to serve as Chair for that meeting.

b. If the Chair or a Vice-Chair ceases to be able to carry out his or her functions, or ceases to be a member, a new Chair or Vice-Chair shall be elected for the remainder of the term.

Rule 8

Responsibilities of the Chair

- a. The Chair shall preside over the meetings of the Council as provided for under this rule.
- b. In addition to exercising the functions conferred upon the Chair elsewhere by these Rules, the Chair shall declare the opening and closing of meetings, preside at meetings, ensure the observance of these Rules, accord the right to speak, put questions to the vote if necessary, and announce decisions. The Chair shall rule on points of order and, subject to these Rules, shall have control of the proceedings and over the maintenance of order at the meeting.
- c. The Chair may propose to the Council a limitation on the time to be allowed to speakers and on the number of times each member may speak on a question, the adjournment or closure of the debate and the suspension or adjournment of a meeting.

IV MEETINGS

Rule 9

Meetings of the Council

- a. At the first Council meeting of each calendar year, the Chair shall propose for the approval of the Council a schedule of meetings for that calendar year. To the extent possible, these meetings should be held in conjunction with sessions of the Assembly.
- b. If changes to the schedule or additional meetings are required, the Chair shall, in consultations with all members, give notice of any changes in the dates of scheduled meetings, and/or of the

dates of extraordinary meetings.

- c. An extraordinary meeting of the Council shall be convened upon the initiative of one-third of its members.

Rule 10 **Venue**

Meetings of the Council shall be held at the headquarters of the GGGI, or another venue proposed by the host country or another Council member, as agreed by the Council.

Rule 11 **Notice**

The Chair shall convene and give notice of the date of each meeting of the Council at least 60 days prior to the date of such meeting. The Secretariat shall promptly notify all those invited to the meeting.

Rule 12 **Agenda**

- a. The Council shall approve, at the end of each session on the proposal of the Director-General, a provisional agenda for the next meeting.
- b. The Chair, assisted by the Secretariat, shall draft the provisional agenda of each meeting of the Council and distribute a copy of such provisional agenda to all those invited to the meeting.
- c. Additions or changes to the provisional agenda of a meeting may be proposed to the Secretariat by any member and incorporated in the proposed agenda provided that the member shall give notice thereof to the Secretariat at least 30 days before the date set for the opening of the meeting. The proposed agenda and supporting materials for the meeting shall be distributed by the Secretariat to all those invited to the meeting 15 days before the date set for the opening of the meeting.
- d. The Council shall, at the beginning of each meeting, adopt the agenda for the meeting.

Rule 13 **Deliberations**

- a. The agenda and deliberations of the Council shall reflect the functions set forth in Article 8.5 of the Agreement (see Annex to Rules of Procedure).
- b. Meetings of the Council shall be conducted in closed sessions, in which only the members and alternates may participate accompanied by their advisers, unless the Council decides otherwise.

Rule 14 **Written Procedure**

As may be required in extraordinary circumstances for the fulfillment of its powers and functions, the Council may act by means of proxy letter, e-mail or such other method of communication. The participation of the members of the Council may be facilitated and the votes of the members of the Council may be recorded, subject to procedures determined by the Council in a separate decision whereby the provisions of the Agreement as well as other relevant provisions of these Rules shall be fully respected.

Rule 15 **Quorum**

A quorum for any decision of the Council shall be a simple majority of the members.

Rule 16 **Voting**

- a. Each member of the Council shall have one vote, except the Director-General.
- b. The Council shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the Chair, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Rules of Procedure. In addition, the adoption of decisions shall require a majority of Contributing Members present and voting, as well as a majority of Participating Members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Council.

V SUB-COMMITTEES, PANELS, AND WORKING GROUPS

Rule 17

Establishment of Sub-Committees

The Council may establish sub-committees, panels or working groups as it deems necessary for the performance of its functions, including, as appropriate, a Facilitative Sub-Committee, a Human Resources Sub-Committee, a Program Sub-Committee and an Audit & Finance Sub-Committee. The Audit & Finance Sub-Committee shall be chaired by a Contributing Member.

Rule 18

Representation on Sub-Committees

At least one Contributing Member, one Participating Member, and one Expert or Non-State Actor shall be represented on each sub-committee, unless the Council decides otherwise.

Rule 19

Terms of Reference

In establishing such sub-committees, panels, or working groups, the Council shall also agree on their terms of reference, number of members, and tenure. Sub-committees, working groups, and panels should be reviewed annually by the Council to determine whether they should be continued or their terms of reference modified.

VI SECRETARIAT

Rule 20

Secretary

The Director-General, or an official of the Secretariat appointed by the Director-General, shall serve as secretary to the Council.

Rule 21

Additional Functions

In addition to any subsequent decision by the Assembly, the Secretariat shall, in accordance with these Rules:

- a. receive, reproduce and distribute to members and alternate members the documents in relation to Council meetings;
- b. assist the Council in fulfilling tasks relating to the maintenance of files and the collection, processing and public availability of information;
- c. assist the Chair in preparing the annual report; and
- d. perform any other work that the Council may require, subject to the availability of resources.

VII LANGUAGE AND RECORDS

Rule 22

Language

The working language of the Council shall be English.

Rule 23

Records

Written records of the Council or recordings of proceedings of the Council or any sub-committees, working groups, or panels shall be maintained by the Secretariat and provided to the members of the Council.

VIII AMENDMENTS AND SUSPENSION

Rule 24

Amendment to the Rules

These Rules may be amended, subject to the provisions of the Agreement, provided that the Assembly receives notification on such amendment. Amendment shall be made by consensus of the members. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the Chair, amendment to the Rules of Procedure are adopted by a majority of members present and voting, as well as a majority of both Contributing Members and Participating Members present and voting.

Rule 25

Suspension of the Rules

Any of these Rules may be suspended, subject to the provisions of the Agreement, by a decision of the Council taken by a two-thirds majority of the members present and voting.

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 secondees, 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.



