PHẦN VĂN BẢN KHÁC

BỘ NGOẠI GIAO

BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 02/2013/TB-LPQT	*Hà Nội, ngày 10 tháng 01 năm 2013*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Hiệp định về việc thành lập Viện tăng trưởng xanh toàn cầu, ký tại Ri-ô Đê Gia-nê-rô, Bra-xin ngày 21 tháng 6 năm 2012, có hiệu lực đối với Việt Nam kể từ ngày 11 tháng 01 năm 2013.

Bộ Ngoại giao trân trọng gửi Bản sao Hiệp định theo quy định tại Điều 68 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Lê Thị Tuyết Mai

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 organization[1] 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.

---

[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.*

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.

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 offices[2] 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] *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 Depositary.

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 Depositary.

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.

For the Commonwealth of Australia

For the Kingdom of Cambodia

For the Republic of Costa Rica

For the Kingdom of Denmark

For the Federal Democratic Republic of Ethiopia

For the Republic of Guyana

For the Republic of Kiribati

For the Kingdom of Norway

For the Independent State of Papua New Guinea

For the Republic of Paraguay

For the State of Qatar

For the Republic of Korea

For the United Arab Emirates

For the United Kingdom of Great Britain and Northern Ireland

For the Socialist Republic of Viet Nam

For the Republic of the Philippines

Date: 21 June 2012

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

Địa chỉ: Số 1, Hoàng Hoa Thám, Ba Đình, Hà Nội
Điện thoại: 080.44946 – 080.44417
Fax: 080.44517
Email: congbao@chinhphu.vn
Website: http://congbao.chinhphu.vn
In tại: Xí nghiệp Bản đồ 1 - Bộ Quốc phòng

Giá: 10.000 đồng