

AGREEMENT

between

MONGOLIA

and

THE GLOBAL GREEN GROWTH INSTITUTE

**REGARDING THE LEGAL STATUS AND PRIVILEGES AND IMMUNITIES
OF THE GLOBAL GREEN GROWTH INSTITUTE**

This Agreement is to be entered into on a bilateral basis between GGGI and each of its member countries and each non-member country where it conducts operations in order to facilitate the proper functioning of the organization and the effective implementation of GGGI's activities.

**AGREEMENT BETWEEN MONGOLIA AND THE GLOBAL GREEN GROWTH INSTITUTE
REGARDING THE LEGAL STATUS AND PRIVILEGES AND IMMUNITIES OF THE GLOBAL
GREEN GROWTH INSTITUTE**

WHEREAS the Global Green Growth Institute (“GGGI”) was established as an international organization by the Agreement on the Establishment of the Global Green Growth Institute (the “Establishment Agreement”) at Rio de Janeiro on 20 June 2012;

WHEREAS the Establishment Agreement entered into force on 18 October 2012;

WHEREAS GGGI’s primary objective is to promote sustainable development of developing and emerging countries, including the least developed countries;

WHEREAS, Mongolia is a member country of GGGI and GGGI has a physical presence and undertakes activities in Mongolia;

WHEREAS the parties are cognizant of the need to regulate their relationship in relation to GGGI’s physical presence and activities in the country, in accordance with international practice relating to the legal status and privileges and immunities of intergovernmental organizations;

WHEREAS Mongolia and GGGI desire to ensure that GGGI possesses the legal status and privileges and immunities to operate within its territory and internationally and to efficiently and properly exercise its functions, including in respect of its governing organs, and its personnel.

NOW THEREFORE the parties to this Agreement hereby agree as follows:

Article 1

Definitions

Whenever used in this Agreement, the following terms have the following meanings:

“Agreement” shall mean this Agreement between Mongolia and GGGI;

“Advisory Committee” shall mean the Advisory Committee of GGGI;

“appropriate authorities” shall mean such authorities in Mongolia as may be appropriate in the context and in accordance with the laws and customs applicable in Mongolia;

“archives of GGGI” shall mean all archives of GGGI, and includes all records, correspondence, documents, manuscripts, moving pictures, films, sound recordings and other materials belonging to GGGI, or held by or on behalf of GGGI;

“Assembly” shall mean the Assembly of GGGI;

“Council” shall mean the Council of GGGI;

“dependent children” shall mean children of Personnel of GGGI who are unmarried and under the age of 21 years old; or unmarried children between the ages of 21 and 23 years old who are undertaking full-time studies or who are disabled;

“Director-General” shall mean the Director-General of GGGI appointed by the Assembly;

“GGGI Representative” means the senior official appointed by GGGI to be the head and in charge of the Office;

“Government” shall mean the Government of Mongolia;

“laws of country” shall mean the constitution and laws of Mongolia and includes, without limitation, statutes, decrees, ordinances, rules, regulations, orders and other instruments issued by or under the authority of the Government and its agencies;

“meetings convened by GGGI” shall mean meetings of GGGI, including any international conference or other gathering convened by GGGI, and any commission, committee or sub-group of any of such meetings;

“members of household staff” shall mean persons, other than nationals of Mongolia, employed in the domestic staff of Personnel of GGGI;

“Office” shall mean an office of GGGI in Mongolia, as further elaborated in Article 10 hereof;

“Officials of GGGI” shall mean the Director-General, the GGGI Representative, and all persons appointed or engaged to work full time or part time for GGGI;;

“Personnel of GGGI” shall mean all members of the Assembly, the Council and the Advisory Committee, Officials of GGGI (both expatriates and nationals or permanent residents of Mongolia), but not locally recruited persons paid at an hourly rate.

“property of GGGI” shall mean all property and assets of GGGI, wheresoever located and by whomsoever held and includes funds, income and rights belonging to, or held or administered by, GGGI; and

“spouse” shall mean a partner (of whatever sex) of Personnel of GGGI if they have registered their relationship.

Article 2

Legal Personality and Capacities

(1) The Government recognizes that GGGI is an international organization with international legal personality.

(2) GGGI shall be accorded with juridical personality and the legal capacity to (i) to contract, (ii) to acquire and dispose of immovable and movable property and (iii) to institute legal proceedings.

(3) GGGI shall have the independence and freedom of action belonging to an international organization.

Article 3

Property, Funds and Assets

(1) GGGI and its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process and court proceedings, except in so far as in a particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution, unless explicitly stated otherwise.

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

(3) The archives of GGGI shall be inviolable, wherever located.

(4) Without being restricted by financial controls, regulations or moratoria of any kind, GGGI may hold funds or currency of any kind; operate accounts in any currency; and freely transfer any currencies it holds from one country to another and freely convert any currency held by it into any other currency.

Article 4

Exemption from Taxation and Customs Duties

(1) GGGI, its assets, income, and other property shall be:

- (a) exempt from all direct taxes except those which are, in fact, no more than charges for specific services rendered;
- (b) exempt from prohibitions and restrictions on imports and exports in respect of articles imported or exported by GGGI for its official use and in the case of any publications of GGGI imported or exported by it; it is understood, however, that articles imported under such exemption will not be sold in the territory of the Mongolia except under conditions agreed to with the Government;

(c) exempt from customs duties on the importation of goods imported by or on behalf of GGGI for its official use, or on the importation of any publications of the organisation imported by it or on its behalf, subject to compliance with such conditions as the Government may prescribe; and

(2) GGGI shall have relief, under arrangements made by the Government, by way of refund of value added tax paid on the supply of any goods and services of substantial value which are necessary for the official activities of the organization, such relief to be subject to compliance with such conditions as may be imposed by the Government in accordance with the arrangements.

(3) GGGI, its Officials shall not be subject to regulations on labor and social security in Mongolia.

(4) GGGI, its Officials shall be exempt from any obligation in connection with the payment, withholding or collection of any tax or duty.

Article 5

Communications

(1) Official communications of GGGI shall be accorded by Mongolia treatment not less favorable than that accorded by the Government to any other international organization or government including any of the diplomatic missions based in the country, in the matter of priorities, rates and surcharges on emails, surface mail, cables, telegrams, telexes, radiograms, telefax, telephone and other means of communications, and press rates for information to the press and radio.

(2) All communications to, from and through the territory of Mongolia by whatever means or in whatever form transmitted shall be immune from censorship and any other form of interception or interference with their privacy. This does not preclude the adoption of appropriate security precautions to be determined after consultation between the Government and GGGI.

(3) GGGI shall have the right in Mongolia to use codes and to dispatch and receive correspondence and other communications either by courier or in sealed bags which shall have immunities and privileges not less favorable than those accorded to diplomatic couriers and bags. The bags must bear visibly 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 GGGI.

Article 6

Freedom of Assembly, Meetings and Conferences

(1) In consultation with the Government, GGGI shall have the right to convene meetings in Mongolia.

(2) GGGI and its personnel shall enjoy full freedom of meeting, discussion and decision.

(3) All persons invited and accredited for a meeting or conference organized by GGGI, shall have the right of entry into and exit from Mongolia, and no impediment shall be imposed on their transit to, and from, the premises of the meeting or conference. They shall be granted facilities for speedy travel.

Article 7

Flag, Emblem and Markings

GGGI shall have the right to display its flag and/or other identifiers on its premises and vehicles.

Article 8

Privileges and Immunities of Representatives of GGGI Members and Other Persons Constituting the Assembly, Council, and Advisory Committee of GGGI

(1) Representatives of GGGI Members and other persons constituting the Assembly, Council, and Advisory Committee shall, while exercising their functions and during their journeys to and from the place of meetings convened by GGGI, enjoy the following privileges and immunities:

- (a) immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity (this immunity from legal process shall not apply to the above persons in the case of motor traffic offences committed by them or in the case of damage caused by a motor vehicle belonging to or driven by them);
- (b) the like exemption and privileges in respect of their personal baggage in accordance with paragraph 2 of Article 36 of the Vienna Convention on Diplomatic Relations;
- (c) immunity, together with their spouses and dependent children, from immigration restrictions and alien registration requirements;
- (d) the same facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions; and
- (e) where persons constituting the Assembly, Council, and Advisory Committee are required to travel to attend GGGI meetings then all applications for visas made by GGGI shall be dealt with by Mongolia as speedily as possible.

(2) The provisions of Article 8(1) is not applicable in relation to representatives of Mongolia.

(3) GGGI shall regularly make known to the Government the names of the officials to whom the provisions of this Article apply.

Article 9

Privileges and Immunities of Officials of GGGI

(1) Officials of GGGI shall:

- (a) be immune from suit and from other legal process in respect of acts and things done in their official capacity. However, this provision will not relieve any person from liability for any damage arising from any criminal act, gross or willful negligence or fraudulent act);
- (b) be exempt from all forms of taxation on or in respect of salaries, allowances, and emoluments paid to them by GGGI;
- (c) not be subject to regulations on social security;
- (d) be immune, together with their spouses and dependent children, from immigration restrictions and alien registration;
- (e) be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;
- (f) be given, together with their spouses and dependent children, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;
- (g) have the right to import free of duty their furniture, household goods, and effects at the time of first taking up their official post in the Office in Mongolia; and
- (h) have the right to import free of duty a vehicle for their personal use at the time of taking up their official post in the Office in Mongolia, subject to compliance with such conditions as the Government may prescribe.

(2) GGGI shall co-operate with the appropriate authorities of the Government to facilitate the proper administration of justice and prevent the occurrence of any abuses in connection with the privileges, immunities, and facilities mentioned in this Article.

Article 10

Office Premises

(1) With the agreement of the Government, GGGI may establish an office in Mongolia (the “Office”).

(2) The Office shall be staffed with such Officials of GGGI as may be assigned thereto.

(3) Except as otherwise provided in this Agreement, the laws of Mongolia shall apply within the Office, and the courts of Mongolia shall have jurisdiction over acts done in the Office.

(4) The Office premises shall be inviolable and shall be under the control and authority of GGGI. No authorities of Mongolia shall enter the Office premises to perform any duties therein without the consent of, and under conditions agreed to by GGGI. GGGI and the Government shall agree under what circumstances and in what manner the authorities of Mongolia may enter the Office premises without prior consent of GGGI in connection with fire prevention, sanitary regulations or emergencies.

(5) GGGI shall have the right to install and operate in Mongolia point-to-point telecommunication facilities and other communication and transmission facilities as may be necessary to facilitate communications with the Office both from within and outside Mongolia.

(6) GGGI shall have the power to make rules and regulations operative within the Office premises for the full and independent exercise of its operations and performance of its functions. In the event of conflict between such GGGI rules and regulations and the laws of Mongolia, GGGI’s rules and regulations shall prevail.

(7) GGGI shall have the right to convene meetings within the Office premises.

(8) The Office premises shall be used in a manner compatible with GGGI's purposes and functions. GGGI shall prevent the Office premises from becoming a refuge for fugitives from justice, or for persons subject to extradition, or persons avoiding service of legal process or a judicial proceeding.

(9) The appropriate authorities of Mongolia shall exercise due diligence to ensure that the tranquility of the Office premises is not disturbed by any person attempting unauthorized entry or creating disturbances in the immediate vicinity of the Office premises.

(10) If so requested by GGGI, the appropriate authorities of Mongolia shall provide a sufficient number of police for the preservation of law and order in the Office premises and for the removal therefrom of offenders.

Article 11

Transit and Residence

(1) The Government shall take all measures required to facilitate the entry into, departure from and freedom of movement in Mongolia, and, with regard to persons assigned to the Office, residence in Mongolia, of the following persons without any restriction and irrespective of nationality:

- (a) Representatives of GGGI members and other persons constituting the Assembly, the Council and Advisory Committee, while exercising their functions and during their journeys to and from the place of meetings convened by GGGI; and
- (b) Officials of GGGI;
- (c) the spouse and dependent children;

(2) The Government shall issue to its embassies, legations, consulates and any other offices representing the interests of Mongolia general instructions to grant, if necessary, visas to any persons referred to in this Article 11 without any delay, waiting period, or payment of any charges, and without ordinarily requiring their personal presence.

Article 12

Waiver of Privileges and Immunities

(1) The privileges and immunities granted by this Agreement to persons are conferred in the interest of GGGI and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respect the laws and regulations of Mongolia. The following authorities have the right and the duty to waive immunities of the following persons in a particular case where, in their opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of GGGI:

- (a) the Members of GGGI, with respect to their representatives on the Assembly and Council;
- (b) the Assembly, with respect to the Director-General of GGGI;
- (c) the Council, with respect to the experts or non-state actors who serve as members of the Council or Advisory Committee; and
- (d) the Director-General of GGGI, with respect to Officials of GGGI (other than him/herself), and GGGI itself.

(2) In all cases a waiver must be expressly made in writing.

Article 13

Settlement of Differences on the Interpretation or Application of the Present Agreement

(1) All differences arising out of the interpretation or application of this Agreement shall be settled by consultation, negotiation or other agreed mode of settlement.

(2) If the difference is not settled in accordance with Article 13(1) within three months following a written request by one of the parties, then either party may request that the difference be referred for decision by an arbitral tribunal to be established by the parties according to the procedure to be agreed by the parties. The venue of the arbitration shall be in Ulaanbaatar, Mongolia.

(3) The language to be used in the arbitral proceedings shall be English.

(4) The arbitral tribunal shall reach a decision on the difference on the basis of the provisions of the present Agreement and the applicable rules of international law. The decision of the arbitral tribunal shall be final and binding on the parties to the difference.

Article 14

General Provisions

(1) The provisions of this Agreement shall in no way be construed to limit or prejudice the privileges, immunities, exemptions, or various types of supports or contributions for GGGI, which have been, or may hereafter be, agreed between the Government and GGGI in any separate agreement.

(2) This Agreement shall not be construed so as to abrogate, or derogate from, any provisions of the Establishment Agreement or any rights or obligations which GGGI may otherwise have, acquire, or assume.

(3) The Government and GGGI may enter into such supplementary agreements as may be necessary within the scope of this Agreement.

Article 15

Entry into Force

This Agreement shall enter into force upon the last date of signature by the parties hereto.

IN WITNESS WHEREOF Mongolia and the Global Green Growth Institute, each acting through its duly authorized representative, have signed this Agreement in two equally valid originals in the English language and two equally valid originals in the Mongolian language on the respective dates indicated below. In the event of any conflict between the Mongolian and the English versions, the English version shall prevail.

FOR AND ON BEHALF OF MONGOLIA

[Insert Name of Minister]
[Minister of [•]]

Date

FOR AND ON BEHALF OF THE GLOBAL GREEN GROWTH INSTITUTE

DIRECTOR-GENERAL

Date