

Nous Henri,

Grand-Duc de Luxembourg, Duc de Nassau,

Sur le rapport de Notre Ministre des Affaires étrangères et européennes et après délibération du Gouvernement en conseil;

Arrêtons:

Article unique. Notre ministre des Affaires étrangères et européennes est autorisé à déposer en Notre nom à la Chambre des députés le projet de loi portant approbation de l'Accord entre le Grand-Duché de Luxembourg et le « Global Green Growth Institute (GGGI) » sur le statut juridique et les privilèges et immunités du GGGI, fait à Luxembourg, le 22 juin 2022.

Le Croisic, le 4 novembre 2022
(s.) Henri

Le Ministre des Affaires
étrangères et européennes,
(s.) Jean Asselborn

Pour expédition conforme transmise à
Monsieur le Président de la Chambre des députés

Luxembourg, le 7 novembre 2022


Jean Asselborn

Ministre des Affaires étrangères et européennes

**Projet de loi portant approbation
de l'Accord entre le Grand-Duché de Luxembourg et le « Global
Green Growth Institute (GGGI) » sur le statut juridique et les
privilèges et immunités du GGGI, fait à Luxembourg, le 22 juin 2022**

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I. Texte du projet de loi

Projet de loi portant approbation de l'Accord entre le Grand-Duché de Luxembourg et le « Global Green Growth Institute (GGGI) » sur le statut juridique et les privilèges et immunités du GGGI, fait à Luxembourg, le 22 juin 2022

Article unique.

Est approuvé le « *Agreement regarding the legal status and privileges and immunities of the Global Green Growth Institute* », fait à Luxembourg, le 22 juin 2022.

II. Exposé des motifs

Le présent projet de loi vise à faire approuver l'Accord entre le Grand-Duché de Luxembourg et le « Global Green Growth Institute (GGGI) » sur le statut juridique et les privilèges et immunités du GGGI, fait à Luxembourg, le 22 juin 2022.

L'accord précité a pour objectif d'assurer le bon fonctionnement du GGGI au Grand-Duché de Luxembourg, en reconnaissant la personnalité juridique internationale du GGGI et en octroyant au GGGI et à son personnel les privilèges et immunités nécessaires.

Fondé en 2010 et ayant son siège principal à Séoul, en Corée du Sud, le GGGI a pour mission de promouvoir auprès des pays en voie de développement un modèle de croissance économique durable, qui est à la fois socialement inclusif et durable sur le plan environnemental. Ainsi, le GGGI contribue à atteindre les 17 objectifs de développement durable (ODD) des Nations Unies et à mettre en œuvre les contributions déterminées au niveau national (CND) à l'Accord de Paris sur la lutte contre le changement climatique. Doté d'un budget annuel de 50 millions USD, le GGGI compte actuellement 41 Etats membres. En 2021, le GGGI a soutenu les pays en voie de développement en mobilisant 5 milliards USD, permettant notamment d'atténuer les effets du changement climatique et de créer des emplois, au sein des pays précités, dans des secteurs durables.

Conformément à la vocation du Luxembourg de leader mondial de la finance durable, la présence du GGGI au Grand-Duché renforcera davantage la position du Luxembourg dans ce secteur prometteur. Plus particulièrement, s'agissant de la première organisation internationale active dans la finance durable à s'établir au Luxembourg, la présence du GGGI au Luxembourg revêt une importance stratégique pour le Grand-Duché.

La présence du GGGI contribuera à accroître encore davantage l'attractivité du Luxembourg pour d'autres organisations internationales actives dans ce domaine. Notons dans ce contexte que l'écosystème existant autour de la finance durable au Luxembourg, y compris le fait que la Banque européenne d'investissement (BEI) a son siège à Luxembourg, a joué un rôle majeur dans la décision du GGGI d'installer une présence physique au Luxembourg.

Commentaire des principaux articles de l'accord :

Article 2 : cet article vise à reconnaître la personnalité juridique internationale du GGGI.

Article 3 : cet article garantit l'inviolabilité des locaux du GGGI.

Article 4 : cet article garantit l'inviolabilité des archives du GGGI ainsi que l'immunité de juridiction de sa propriété et de ses avoirs. De plus, cet article permet au GGGI de détenir et de transférer librement des devises et d'autres avoirs financiers.

Articles 5 : cet article porte sur l'exonération en matière de fiscalité directe du GGGI, ainsi que l'exonération du GGGI en termes de droits de douane.

Article 6 : cet article garantit la liberté des communications du GGGI, ainsi que la protection de celles-ci.

Article 9 : cet article prévoit l'ensemble des privilèges, immunités et facilités octroyés par le Luxembourg au personnel statutaire du GGGI affecté au Luxembourg (y inclus, entre autres, l'immunité de juridiction, les exonérations fiscales et douanières). L'immunité est accordée pour les seuls actes réalisés dans l'exercice des fonctions officielles des intéressés. Le personnel statutaire du GGGI ne jouit toutefois pas de l'immunité en ce qui concerne les d'infractions à la réglementation sur la circulation des véhicules automobiles ou de dommages causés par un véhicule automobile leur appartenant ou circulant pour son compte. Les franchises concernant les impôts directs et indirects sont ceux dont bénéficient les fonctionnaires et agents internationaux et européens à Luxembourg. Cet article prévoit également l'octroi de certains privilèges et immunités au personnel détaché auprès du GGGI.

Article 10 : cet article prévoit l'octroi de certains privilèges et immunités énumérés à l'article 9 - dont notamment l'immunité de juridiction-, aux représentants des Etats membres du GGGI qui participent à des réunions des organes directeurs du GGGI, au cas où ces réunions se tiendraient à Luxembourg. L'immunité est accordée pour les seuls actes réalisés dans l'exercice des fonctions officielles des représentants des Etats membres du GGGI. Ceux-ci ne jouissent toutefois pas de l'immunité en ce qui concerne les infractions à la réglementation sur la circulation des véhicules automobiles ou de dommages causés par un véhicule automobile leur appartenant ou circulant pour son compte.

Article 11 : cet article prévoit l'octroi de certains privilèges et immunités énumérés à l'article 9 - dont notamment l'immunité de juridiction-, aux experts auxquels le GGGI pourrait avoir recours. L'immunité est accordée pour les seuls actes réalisés dans l'exercice des fonctions officielles des experts. Les experts ne jouissent toutefois pas de l'immunité en ce qui concerne les infractions à la réglementation sur la circulation des véhicules automobiles ou de dommages causés par un véhicule automobile leur appartenant ou circulant pour son compte.

Article 12 : cet article prévoit que le personnel statutaire du GGGI ne sera pas soumis à la législation luxembourgeoise en matière de droit de travail.

Article 13 : cet article prévoit que le personnel statutaire du GGGI ne sera pas soumis à la législation de sécurité sociale luxembourgeoise. Le personnel non-statutaire, dont notamment les experts, seront toutefois soumis à cette législation.

Article 18 : cet article prévoit qu'en cas de différend entre les parties émanant de l'interprétation de l'accord, tout différend fera l'objet de négociations entre les parties. Au cas où ces négociations prévues ne permettraient pas la résolution d'un différend, celui-ci sera soumis, pour décision finale, à un tribunal d'arbitrage composé de trois arbitres.

III. Fiche d'évaluation d'impact

Mesures législatives et réglementaires

Intitulé du projet: Projet de loi portant approbation de l'Accord entre le Grand-Duché de Luxembourg et le « Global Green Growth Institute (GGGI) » sur le statut juridique et les privilèges et immunités du GGGI, fait à Luxembourg, le 22 juin 2022

Ministère initiateur: Ministère des Affaires étrangères et européennes

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Objectif(s) du projet: L'accord précité a pour objectif de créer le cadre juridique nécessaire au bon fonctionnement du « Global Green Growth Institute (GGGI) » au Grand-Duché de Luxembourg, en reconnaissant la personnalité juridique internationale du GGGI et en octroyant au GGGI et à son personnel les privilèges et immunités nécessaires. L'accord permettra au GGGI d'établir une présence physique au Luxembourg.

Autre(s) Ministère(s)/Organisme(s)/Commune(s) impliqué(e)(s): Ministère de l'Environnement, du Climat et du Développement durable ; Ministère des Finances ; Ministère de la Sécurité intérieure ; Ministère de la Sécurité sociale ; Ministère du Travail, de l'Emploi et de l'Économie sociale et solidaire.

Date: 27.06.2022

Mieux légiférer

1. Partie(s) prenante(s) (organismes divers, citoyens,...) consultée(s): Oui: ☐ Non: ☒ ¹

Si oui, laquelle/lesquelles:

Remarques/Observations:

2. Destinataires du projet:

- Entreprises/Professions libérales:

Oui: ☐ Non: ☒

- Citoyens:

Oui: ☐ Non: ☒

- Administrations:

Oui: ☐ Non: ☒

3. Le principe « Think small first » est-il respecté?

Oui: ☐ Non: ☐ N.a.: ☒ ²

(c.à.d. des exemptions ou dérogations sont-elles prévues

Suivant la taille de l'entreprise et/ou son secteur d'activité?)

Remarques/Observations:

¹ Double-click sur la case pour ouvrir la fenêtre permettant de l'activer

² N.a.: non applicable

4. Le projet est-il lisible et compréhensible pour le destinataire? Oui: ☒ Non: ☐
 Existe-il un texte coordonné ou un guide pratique, mis à jour
 et publié d'une façon régulière? Oui: ☐ Non: ☒
 Remarques/Observations:
5. Le projet a-t-il saisi l'opportunité pour supprimer ou simplifier des régimes d'autorisation et
 de déclaration existants, ou pour améliorer la qualité des procédures? Oui: ☐ Non: ☒
 Remarques/Observations :
6. Le projet contient-il une charge administrative³ pour le(s)
 destinataire(s)? (un coût imposé pour satisfaire à une
 obligation d'information émanant du projet?) Oui: ☐ Non: ☒
 Si oui, quel est le coût administratif approximatif total?
 (nombre de destinataires x coût administratif⁴ par destinataire)
7. a) Le projet prend-il recours à un échange de données inter-
 administratif (national ou international) plutôt que de demander
 l'information au destinataire? Oui: ☐ Non: ☐ N.a.: ☒
 Si oui, de quelle(s) donnée(s) et/ou administration(s) s'agit-il?
 b) Le projet en question contient-il des dispositions spécifiques
 concernant la protection des personnes à l'égard du traitement
 des données à caractère personnel⁵? Oui: ☐ Non: ☐ N.a.: ☒
 Si oui, de quelle(s) donnée(s) et/ou administration(s) s'agit-il?
8. Le projet prévoit-il:
- une autorisation tacite en cas de non réponse
 de l'administration? Oui: ☐ Non: ☐ N.a.: ☒
 - des délais de réponse à respecter par l'administration? Oui: ☐ Non: ☐ N.a.: ☒
 - le principe que l'administration ne pourra demander
 des informations supplémentaires qu'une seule fois? Oui: ☐ Non: ☐ N.a.: ☒

³ Il s'agit d'obligations et de formalités administratives imposées aux entreprises et aux citoyens, liées à l'exécution, l'application ou la mise en œuvre d'une loi, d'un règlement grand-ducal, d'une application administrative, d'un règlement ministériel, d'une circulaire, d'une directive, d'un règlement UE ou d'un accord international prévoyant un droit, une interdiction ou une obligation.

⁴ Coût auquel un destinataire est confronté lorsqu'il répond à une obligation d'information inscrite dans une loi ou un texte d'application de celle-ci (exemple: taxe, coût de salaire, perte de temps ou de congé, coût de déplacement physique, achat de matériel, etc...).

⁵ Loi modifiée du 2 août 2002 relative à la protection des personnes à l'égard du traitement des données à caractère personnel (www.cnpd.lu).

9. Y a-t-il une possibilité de regroupement de formalités et/ou de procédures (p. ex. prévues le cas échéant par un autre texte)? Oui: ☐ Non: ☐ N.a.: ☒
Si oui, laquelle:
10. En cas de transposition de directives européennes, le principe « la directive, rien que la directive » est-il respecté? Oui: ☐ Non: ☐ N.a.: ☒
Si non, pourquoi?
11. Le projet contribue-t-il en général à une:
a. simplification administrative, et/ou à une Oui: ☐ Non: ☒
b. amélioration de qualité réglementaire? Oui: ☐ Non: ☒
Remarques/Observations:
12. Des heures d'ouverture de guichet, favorables et adaptées aux besoins du/des destinataire(s), seront-elles introduites? Oui: ☐ Non: ☐ N.a.: ☒
13. Y a-t-il une nécessité d'adapter un système informatique auprès de l'État (e-Government ou application back-office)? Oui: ☐ Non: ☒
Si oui, quel est le délai pour disposer du nouveau système:
14. Y a-t-il un besoin en formation du personnel de l'administration concernée? Oui: ☐ Non: ☐ N.a.: ☒
Si oui, lequel?
Remarques/Observations:

Egalité des chances

15. Le projet est-il:
- principalement centré sur l'égalité des femmes et des hommes? Oui: ☐ Non: ☒
- positif en matière d'égalité des femmes et des hommes? Oui: ☐ Non: ☒
Si oui, expliquez de quelle manière:
- neutre en matière d'égalité des femmes et des hommes? Oui: ☒ Non: ☐
Si oui, expliquez pourquoi:
Le projet est neutre en matière de l'égalité des femmes et des hommes.
- négatif en matière d'égalité des femmes et des hommes? Oui: ☐ Non: ☒
Si oui, expliquez de quelle manière:
16. Y a-t-il un impact financier différent sur les femmes et les hommes ? Oui: ☐ Non: ☐ N.a.: ☒
Si oui, expliquez de quelle manière:

Directive « services »

17. Le projet introduit-il une exigence relative à la liberté d'établissement soumise à évaluation⁶ ?

Oui: ☐ Non: ☐ N.a.: ☒

Si oui, veuillez annexer le formulaire A, disponible au site Internet du Ministère de l'Economie:

http://www.eco.public.lu/attributions/dg2/d_consommation/d_march_int_rieur/Services/index.html

18. Le projet introduit-il une exigence relative à la libre prestation de services transfrontaliers⁷ ?

Oui: ☐ Non: ☐ N.a.: ☒

Si oui, veuillez annexer le formulaire B, disponible au site Internet du Ministère de l'Economie:

http://www.eco.public.lu/attributions/dg2/d_consommation/d_march_int_rieur/Services/index.html

⁶ Article 15, paragraphe 2, de la directive « services » (cf. Note explicative p. 10-11)

⁷ Article 16, paragraphe 1, troisième alinéa et paragraphe 3, première phrase de la directive « services » (cf. Note explicative, p.10-11)

IV. Fiche financière

conformément à l'article 79 de la loi du 8 juin 1999 sur le budget,
la comptabilité et la trésorerie de l'État.

Le projet de loi ne porte que sur les privilèges et immunités et n'engendre pas de dépense à la charge du budget de l'État.

V. Texte de l'Accord

AGREEMENT

between

THE GRAND DUCHY OF LUXEMBOURG

and

THE GLOBAL GREEN GROWTH INSTITUTE

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

The Grand Duchy of Luxembourg and the Global Green Growth Institute,
Jointly referred to as “Parties” and separately as “Party”,

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 the Grand Duchy of Luxembourg has decided to initiate the procedure to become a Member of GGGI;

WHEREAS GGGI has a physical presence and undertakes official activities in the Grand Duchy of Luxembourg;

WHEREAS the Parties are cognizant of the need to regulate their relationship in relation to GGGI’s physical presence and its official activities in the Grand Duchy of Luxembourg, in accordance with international practice relating to the legal status and privileges and immunities of international organizations;

WHEREAS the Grand Duchy of Luxembourg 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 official functions, including in respect of its governing organs, its personnel and experts;

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:

- a) “Agreement” shall mean this Agreement between the Grand Duchy of Luxembourg and GGGI;
- b) “Advisory Committee” shall mean the Advisory Committee of GGGI;
- c) “appropriate authorities” shall mean such authorities in the Grand Duchy of Luxembourg as may be appropriate in the context and in accordance with the laws and customs applicable in the Grand Duchy of Luxembourg;
- d) “archives of GGGI” shall mean all archives of GGGI, including all records, correspondence, documents, manuscripts, moving pictures, films, sound recordings and other materials belonging to GGGI, or held by or on behalf of GGGI;
- e) “Assembly” shall mean the Assembly of GGGI;
- f) “Council” shall mean the Council of GGGI;
- g) “Director-General” shall mean the Director-General of GGGI appointed by the Assembly;
- h) “Expert” shall mean any individual providing short-term services to GGGI under contractual arrangements between the individual and GGGI or between an entity and GGGI;
- i) “GGGI Representative” means the senior official appointed by GGGI to be the head and in charge of the Office;
- j) “laws of country” shall mean the legislation applicable in the Grand Duchy of Luxembourg;
- k) “Luxembourg” shall mean the Grand Duchy of Luxembourg;
- l) “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;

- m) “Office” shall mean an office of GGGI in the Grand Duchy of Luxembourg, as further elaborated in Article 3 of this Agreement;
- n) “Officials of GGGI” shall mean the GGGI Representative, and all persons appointed or engaged to work full time or part time for GGGI, but does not include Experts;
- o) “Personnel of GGGI” shall mean all members of the Assembly, the Council and the Advisory Committee, Officials of GGGI and Experts, but not locally recruited persons paid at an hourly rate;
- p) “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
- q) “spouse” shall mean a partner (of whatever sex) of Personnel of GGGI if they have registered their relationship.

Article 2

Legal Personality and Capacity

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

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

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

Article 3

Office Premises

(1) With the agreement of Luxembourg, GGGI may establish an office in the Grand Duchy of Luxembourg (the "Office").

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

(3) The Office premises shall be inviolable and shall be under the control and authority of GGGI. No authorities of the Grand Duchy of Luxembourg shall enter the Office premises to perform any duties therein without the consent of, and under conditions agreed to by GGGI. Such consent will be assumed in the case of fire or other emergency requiring prompt protective action.

(4) GGGI may install and use a wireless transmitter only with the consent of Luxembourg.

(5) The Office premises shall be used in a manner compatible with GGGI's official 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.

(6) The Grand Duchy of Luxembourg takes all appropriate steps to protect the Office premises against any intrusion or damage and to prevent any disturbance of the peace of the GGGI or impairment of its dignity.

(7) GGGI and the appropriate authorities of Luxembourg shall cooperate closely concerning the protection of the premises of the Office.

Article 4

Property, Funds, Assets and Archives

(1) Property and assets of the GGGI, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, 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, for which a separate express waiver shall be necessary. In case the GGGI initiates a legal proceeding, waiver of immunities in respect not only of that legal proceeding but also of the execution of a judgement thereof is presumed.

(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 5

Exemption from Taxation and Customs Duties

(1) As part of its official activities, GGGI, its assets, income and property shall be:

- (a) exempt from all direct taxes;
- (b) exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of articles imported or exported by GGGI for its official use. GGGI is also exempt for any customs duties and any prohibitions and restrictions on imports and exports in respect of its publications it is understood, however, that articles imported under such exemption cannot be disposed of, whether or not in return for payment, in the territory of the Grand Duchy of Luxembourg, except under conditions to be agreed in advance with the appropriate authorities; and

(2) GGGI shall have relief, under arrangements made by Luxembourg, 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 Luxembourg in accordance with the arrangements.

(3) Domestic source income allocated to the GGGI is not subject to withholding tax.

(4) No exemption shall be granted in respect of taxes and dues which amount merely to charges of public utility services.

Article 6

Communications

(1) Official communications of GGGI shall be accorded by the Grand Duchy of Luxembourg the same treatment accorded by the Luxembourg to any other international organization with a physical presence in Luxembourg.

(2) All official communications to, from and through the territory of the Grand Duchy of Luxembourg, 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 Luxembourg and GGGI.

(3) GGGI shall have the right in the Grand Duchy of Luxembourg to use codes and to dispatch and receive correspondence and other official communications either by courier or in sealed bags, which shall have immunities and privileges 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 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

Freedom of Assembly, Meetings and Conferences

(1) GGGI and its Personnel shall enjoy full freedom of meeting, discussion and decision. Luxembourg shall take all necessary measures to ensure that no impediment is placed in the way of meetings convened by GGGI within the Grand Duchy of Luxembourg.

(2) All persons invited and accredited for a meeting or conference organized by GGGI, shall have the right of entry into and exit from the Grand Duchy of Luxembourg, 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 9

Privileges and Immunities of Officials of GGGI

(1) Officials of GGGI shall:

- (a) be immune from personal arrest or detention and from legal process of every kind in respect of words spoken or written and all acts done by them in their official capacity, which shall continue to apply after they are no longer Officials of GGGI. 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. This paragraph shall also apply to the Director-General;
- (b) be exempt from all forms of taxation on or in respect of salaries, allowances, and emoluments paid to them by GGGI;
- (c) be accorded the same privileges in respect of exchange facilities as are accorded to officials of international organizations with a physical presence in Luxembourg;
- (d) be given, together with their spouses and dependent children, the same repatriation facilities in time of international crises as officials of international organizations with a physical presence in Luxembourg;
- (e) have the right to import free of duty their furniture, personal property and motor vehicles for their personal use. Such goods are normally imported within twelve months of the first taking up of their duties in Luxembourg. An extension of this period may however be granted if justified;
- (f) be exempt, together with their spouses and dependent children, from immigration restrictions and alien registration.

(2) The Officials of GGGI shall be exempt from national service obligations.

(3) The privileges and immunities contained in Article 9 (1) (a) to (e) and in Article 2 shall also apply to persons seconded by a Member, organization, or other entity to GGGI. Article 9 (1) (f) shall apply to persons seconded to the GGGI for the duration of their secondment to GGGI.

Article 10

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

(1) Representatives of GGGI Members 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) exempt from inspection of their personal baggage, unless there are serious grounds for presuming that it contains articles not intended for official use by the GGGI or their personal use or members of their respective spouse and dependent children, including articles intended for their establishment, or articles the import or export of which is prohibited by the law or controlled by the quarantine regulations of Luxembourg;
- (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 international organizations; 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 the Grand Duchy of Luxembourg as speedily as possible.

(2) In order to secure for the Representatives of GGGI Members constituting the Assembly, Council, and Advisory Committee at GGGI meetings a complete freedom of speech and complete independence in the discharge of their duties, the immunity from legal process in respect of words spoken or written and all acts done by them in the discharge of their official duties shall continue to be accorded, notwithstanding that the persons concerned are no longer engaged in the discharge of such duties.

(3) GGGI shall make known, as soon as possible, to Luxembourg the names of the officials to whom the provisions of this Article apply.

Article 11

Privileges and Immunities of Experts

(1) Experts shall be accorded the following privileges and immunities as are necessary for the effective exercise of their functions, including during journeys made in connection with their service:

- (a) immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written or acts done by them in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned are no longer under contractual arrangement with GGGI. 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 same facilities in respect of currency and exchange restrictions as are accorded to officials of international organizations; and
- (c) exemption, together with their spouses and dependent children, from immigration restrictions and alien registration.

(2) GGGI shall inform the Ministry of Foreign and European Affairs of the names, titles and functions of the Experts contracted by GGGI.

Article 12

Labour Law

GGGI's Staff Regulations shall apply to Officials of GGGI. Officials of GGGI shall not be subject to the labour laws and regulations applicable in the Grand Duchy of Luxembourg.

Article 13

Social Security

(1) GGGI Officials shall be affiliated to the social security scheme provided for by the status applicable to officials at the GGGI headquarters in accordance with the rules of this status and shall be exempted from any social security scheme established by Luxembourg with respect to their duties for the GGGI.

(2) To the extent agreed between GGGI and the appropriate authorities, GGGI Officials may transfer pension rights earned under any social security scheme established by Luxembourg to a social security scheme established by GGGI.

(3) Provided that they are covered by the social security scheme of the State, the organization, or other entity from which they are seconded, seconded national experts are also exempt from any compulsory contributions to social security schemes in Luxembourg and are not covered by them.

(4) Paragraph 3 of this Article applies, *mutatis mutandis*, to the respective spouse and dependent children of seconded national experts, unless they are employed in Luxembourg by an employer other than GGGI.

Article 14

Notification of appointments and issuance of “cartes de légitimation”

- (1) The GGGI informs Luxembourg of any taking-up or termination of employment of Personnel of GGGI as well as of persons employed and seconded by a Member, organization, or other entity to GGGI.
- (2) At the request of the GGGI, Luxembourg issues to Personnel of GGGI, as well as to their respective spouse and dependent children, following the notification of their appointment, a card denominated “carte de légitimation”.

Article 15

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. 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;
 - (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, with respect to Officials of GGGI (other than him/herself), Experts and GGGI itself.
- (2) In all cases a waiver must be expressly made in writing.

Article 16

Cooperation and Respect of Legislation

(1) The GGGI and its Personnel 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 respect the legislation applicable in the territory of the Grand Duchy of Luxembourg.

(3) Without prejudice to the privileges, immunities, exemptions and facilities foreseen by this Agreement, the Grand Duchy of Luxembourg retains its right to take all useful precautions in the interest of its security and public order. If need be, the Grand Duchy of Luxembourg will contact GGGI as quickly as circumstances allow in order to determine by mutual agreement the measures necessary to protect the interest of GGGI. GGGI cooperates with the appropriate authorities to avoid any prejudice to the security of the Grand Duchy of Luxembourg.

Article 17

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 Luxembourg and GGGI.

(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.

Article 18

Settlement of Dispute on the Interpretation or Application of this Agreement

(1) All disputes 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 dispute is not settled in accordance with Article 18(1) within three months following a written request by one of the Parties, then either Party may request that the dispute be referred for decision by an arbitral tribunal according to the procedure set forth in Article 18(3) to (5).

(3) The arbitral tribunal shall be composed of three arbitrators: one to be chosen by each Party and the third, who shall be the chairman of the tribunal, to be chosen by the other two arbitrators. Should a Party not have chosen its arbitrator within three months following the appointment by the other Party of its arbitrator, then the second arbitrator shall be appointed by the President of the International Court of Justice. Should the first two arbitrators fail to agree upon the third within three months of the latest date on which an arbitrator was appointed, then the third arbitrator shall be appointed by the President of the International Court of Justice at the request of either Party.

(4) Unless the Parties otherwise agree, the arbitral tribunal shall determine its own procedure and the expenses shall be borne by the Parties as assessed by the tribunal.

(5) The arbitral tribunal, which shall decide by a majority of votes, shall reach a decision on the dispute 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 dispute.

Article 19

Entry into Force, Revision and Termination

(1) This Agreement, which constitutes an international treaty, and any amendments made thereto, shall enter into force on the date on which the Grand Duchy of Luxembourg notified the GGGI of the completion of the procedure provided for in its Constitution for the ratification of amendment of international treaties.

(2) Luxembourg and the GGGI may terminate this Agreement by notifying in writing the other Party with a minimum of six months' notice. After this period, this Agreement shall cease to have effect.

IN WITNESS WHEREOF the Grand Duchy of Luxembourg 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 on the respective dates indicated below.

Done the 22 day of June 2022 in Luxembourg.

For and on behalf of the Grand Duchy of
Luxembourg



Jean Asselborn
Minister of Foreign and European Affairs

For and on behalf of the Global Green
Growth Institute



Frank Rijsberman
Director-General