MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GLOBAL GREEN GROWTH INSTITUTE

AND

ORGANISATION OF EASTERN CARIBBEAN STATES

ON

GREEN GROWTH COOPERATION
This Memorandum of Understanding (this “MoU”) is entered into between the Global Green Growth Institute, an international organization established by the Agreement on the Establishment of the Global Green Growth Institute among its members ("GGGI"), with its headquarters at 19Fl. Jeongdong Bldg., 21-15 Jeongdong-gil, Jung-gu, Seoul 04518, Republic of Korea acting herein and represented by Frank Rijberman, Director-General of GGGI on the one hand and the Organisation and Eastern Caribbean States (OECS), an international organisation established by the Treaty of Basseterre, 1981 and continued under the Revised Treaty of Basseterre establishing the Organisation of Eastern Caribbean States Economic Union with headquarters situated at Morne Fortune, Castries (hereinafter referred to as the “OECS”) acting herein and represented by Didacus Jules (PhD), Director-General of the OECS on the other hand.

GGGI and the OECS are hereinafter referred to individually as a “Party” and jointly as the “Parties.”

CONSIDERING that the primary objective of GGGI is to promote sustainable development in developing and emerging countries, including the least developed countries and diffusion of the green growth model of economic growth that integrates economic aims such as poverty reduction, opportunity creation and social development, with environmental goals such as sustainability and climate, food, water and energy security;

CONSIDERING that the primary objective of the OECS is to contribute to the sustainable development of OECS Member States by assisting them to maximize the benefits from their collective space by facilitating their intelligent integration with the global economy, by contributing to policy and programme formulation and execution in respect of regional and international issues, and by facilitation of bilateral and multilateral co-operation; and

CONVINCED that cooperation and collaboration between the Parties would serve their common objectives and render their respective activities more effective and beneficial;
THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1: OBJECTIVE

The purpose of this MoU is to formalize a framework of cooperation and to facilitate collaboration between the Parties to promote programs and joint activities in support of capacity building and development of green growth options for developing countries.

ARTICLE 2: AREAS OF COLLABORATION

1. To achieve the objective stated in Article 1, the Parties will, in particular, cooperate in the following areas:
   a. Developing and implementing a regional strategy and approach for inclusive green growth and climate smart development;
   b. Strengthening national and local green growth planning, financing and institutional frameworks in OECS Member States;
   c. Increasing green investment flows, including the development of bankable green investment projects in OECS Member States;
   d. Improving multi-directional knowledge sharing and learning between OECS Member States and GGGI Member countries;
   e. Building the capacity of Small Island Developing States (SIDS) to access the Green Climate Fund and to support their commitment towards achieving their Sustainable Development Goals (SDGs); and
   f. Other such areas as may be agreed between the Parties.

2. The Parties’ cooperation and collaboration in the above areas and on activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

3. The Parties may enter into definitive agreements for specific projects that will further specify the scope of activities and financial arrangements, the details of
which shall be outlined in a separate agreement or project document mentioned in Article 8(2).

4. OECS shall furnish an appropriate office adequate to serve as the principal GGGI office in the country where its headquarters are located (the "Host Country").

5. OECS shall facilitate the prompt issuance of necessary visas, licenses or permits for GGGI personnel, experts and other persons performing services on behalf of GGGI in the Host Country for importation of property belonging to and intended for the personal use or consumption of GGGI personnel, experts and other persons performing services on behalf of GGGI, and for the subsequent exportation of such property.

6. OECS undertakes to promptly assist GGcgi in obtaining any permits necessary for the importation of equipment, materials and supplies required in connection with the execution of GGcgi activities, and for their subsequent exportation. Such equipment shall be owned and managed by GGcgi.

7. OECS agrees to expedite the process necessary for the accession of OECS to the Agreement on the Establishment of the Global Green Growth Institute.

ARTICLE 3: CONSULTATIONS AND EXCHANGE OF INFORMATION

1. The Parties will hold periodic consultations to review the planning, implementation, and outcomes of their cooperation activities as well as identify opportunities and follow-up activities for enhancing their collaboration.

2. The Parties recognize that effective collaboration depends upon open, comprehensive and regular communication and sharing of information at the institutional level subject to disclosure policies of each Party.

ARTICLE 4: ACKNOWLEDGEMENT AND USE OF INSTITUTIONAL EMBLEMS

The Parties recognize that the involvement of the Parties in joint cooperation activities needs to be publicized and agree that:
a. There will be public acknowledgement of the role and contribution of each Party to cooperation projects in all public information documentation related to such cooperation; and

b. The use of emblems of each Party in documentation related to cooperation will be in accord with the current policies of each Party concerning such usages.

ARTICLE 5: CONFIDENTIALITY

Each Party shall keep in strict confidence all Confidential Information (defined below) obtained from or disclosed by the disclosing Party pursuant to or in connection with this MoU and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Parties or is otherwise required in accordance with GGGI’s Disclosure Policy. For purposes of this MoU, “Confidential Information” means all information identified as confidential or proprietary by the disclosing Party or that ought reasonably under the circumstances to be treated as confidential or proprietary.

ARTICLE 6: FRAUD AND CORRUPTION AND ENVIRONMENTALLY SAFE PRACTICE

1. No offer, gift, payment or consideration of benefit of any kind shall be, either directly or indirectly, accepted by the Parties or by their representative(s) as an inducement or reward for the award or execution of contracts financed through or under this MoU.

2. The Parties shall, in the course of or in relation to this MoU, make their best efforts in good faith to refrain from any act or omission that would be environmentally harmful, and at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions and observe any applicable international environmental, health and safety conventions and agreements.

ARTICLE 7: STATUS OF THE PARTIES

1. Neither Party nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party.
2. Each Party shall carry out its responsibilities and obligations under this MoU in accordance with its regulations and rules applicable to it, and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of this MoU.

ARTICLE 8: NATURE OF THE MOU

1. This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to create, rights or obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

2. Any specific activities under this MoU shall be covered by a project document(s) or a written agreement(s).

ARTICLE 9: FOCAL POINTS FOR THE MANAGEMENT OF THE MOU

Each Party agrees to designate a focal point for the coordination of activities and tasks under this MoU as follows:

a. For OECS:
   Head of Development Cooperation and Resource Mobilisation
   Tel: +1 758 455 6370
   Email: beverlybest@oeecs.int

b. For GGGI:
   Head of Partnerships
   Office of the Director-General
   Tel: +82 71 7117 9990
   Email: partnerships@gggi.org

ARTICLE 10: MISCELLANEOUS

1. This MoU will come into effect upon the last date of signature of the Parties and will remain effective until terminated by one of the Parties hereto in accordance with clause 4 below.
2. The Parties to this MoU may by a simple exchange of letters enter into supplementary arrangements, within the scope of this MoU.

3. This MoU may be amended by mutual written consent of the Parties. Any amendment shall be without prejudice to any rights or obligations accruing or incurred under this MoU or supplementary agreements thereto reached prior to the effective date of such amendment.

4. This MoU may be terminated by either Party on two (2) months' prior notice in writing. If the MoU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

5. Any matter for which no provision is made in this MoU shall be determined in a manner mutually acceptable to the Parties, and, in this regard, each Party shall give sympathetic consideration to any proposal advanced by the other Party.

6. Any dispute arising from the interpretation or application of this MoU shall be settled amicably through consultation or negotiations between the Parties.

7. Nothing in this MoU shall in any way constitute or imply a waiver, renunciation, termination, or modification by either Party of any of its privileges, immunities or exemptions granted by any applicable convention or under international law or any applicable law.

8. This MoU may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representative of each of the Parties affix their signatures below on the respective dates set forth below.
FOR THE GLOBAL GREEN GROWTH INSTITUTE

Frank Rijsberman
Director-General

Date: Feb 23, 2018

FOR THE ORGANISATION OF EASTERN CARIBBEAN STATES

Didacus Jules
Director-General

Date: 23 Feb 2018