# MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**THE INTERNATIONAL CONFERENCE OF ASIAN POLITICAL PARTIES (ICAPP)**

**AND**

**THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

**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"), and the International Conference of Asian Political Parties (ICAPP).

GGGI and ICAPP 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 ICAPP is an international organization with international legal capacity, is composed of political parties of independent states and whose Secretariat Office was established in Seoul in 2009, in order to promote exchanges and cooperation among political parties with various ideologies from Asian countries; to enhance mutual understanding and trust among Asian countries; and to promote Asia's regional cooperation through the unique role and channel of political parties;

**CONVINCED** that cooperation and collaboration between the Parties would serve their common objectives and render their respective activities more effective and beneficial;

**THEREFORE**, based on mutual trust and interest, the Parties hereby agree to the following:

## ARTICLE 1: OBJECTIVE

The purpose of this MOU is to formalize a framework of cooperation and to facilitate collaboration between the Parties in support of the 2030 Agenda for Sustainable Development and Paris Climate Agreement, building on their comparative advantages and ensuring their complementarity and mutual reinforcement.

## 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. Knowledge sharing, dissemination and advocacy to advance the green growth agenda;

b. Contribute to strengthening national and local green growth planning, financing and institutional frameworks through joint events and activities;
c. Supporting the outreach activities to reach policymakers of similar interests towards green growth, or other policymakers to raise awareness of green growth issues, where appropriate; and
d. Other such areas as may be agreed upon 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).

**ARTICLE 3: CONSULTATIONS AND EXCHANGE OF INFORMATION**

1. The Parties will consult and explore ways to cross-participate or co-host events that are appropriate and mutually beneficial involving third parties, such as conferences, workshops and seminars involving the National Assembly and parliaments, ministries and agencies, and Global Green Growth Week partners and stakeholders.

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

3. The Parties recognize that effective collaboration depends upon open, comprehensive and regular communication and sharing of information at the institutional level, subject to the 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**

1. 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.

2. For the purposes of this MOU, "Confidential Information" refers to 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: INTEGRITY, ETHICS, ENVIRONMENTALLY AND SOCIALLY SUSTAINABLE PRACTICE**

1. The Parties recognize their mutual commitments to ensure integrity and ethics in all its operations and expect all staff, consultants, contractors or other partners or representatives working with either Party or in any of the activities under or connected to the Memorandum to promote and adhere to the highest ethical standards and confirms that 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 general framework governing the cooperative relations between the Parties and as a record of the Parties' intentions. It 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**

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

| For ICAPP: | For GGGI: |
|---|---|
| Ms. Hyun-ryang Park<br>Director<br>ICAPP Secretariat<br>Tel: +82 70 7772 5158<br>Email: secretariat@icapp.org | Mr. Dave H. Kim<br>Special Advisor and Outreach Officer<br>Office of the Director-General<br>Tel: +82 70 7117 9938<br>Email: governance@gggi.org |

2. Any change in the designated focal point shall be communicated to the other party.

**ARTICLE 10: MISCELLANEOUS**

1. This MOU will come into effect upon the last date of signature of the Parties and will remain valid for the period of three (3) years. This MOU will be automatically extended for the same period unless either Party expresses any opinion to change the conditions under this MOU to the other Party.

2. This MOU may be amended by mutual written consent of the Parties. Any amendment shall be without prejudice to any rights or obligations accrued or

incurred under this MOU or supplementary agreements thereto reached prior to the effective date of such an amendment.

3. This MOU may be supplemented by separate agreements or exchange of letters to detail the scope and financial arrangements for specific programs, projects, and activities.

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.

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|---|---|
| Date: November 1, 2018 | Date: November 1, 2018 |
| FOR<br>THE GLOBAL GREEN GROWTH INSTITUTE | FOR<br>THE INTERNATIONAL CONFERENCE OF ASIAN POLITICAL PARTIES |
| Dr. Frank Rijsberman<br>Director-General | Hon. Ro-byug Park<br>Secretary General |