



**GREEN
CLIMATE
FUND**



AGREEMENT

between

THE GOVERNMENT OF GEORGIA

and

THE GREEN CLIMATE FUND

On the Privileges and Immunities of the Green Climate Fund

**AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GREEN CLIMATE FUND
ON THE PRIVILEGES AND IMMUNITIES OF THE GREEN CLIMATE FUND**

WHEREAS the Government of Georgia ("Government") and the Green Climate Fund ("Fund") are conscious of the need to ensure, consistent with paragraphs 7 and 8 of the Governing Instrument for the Green Climate Fund, that the Fund and the persons associated with the Fund are covered by privileges and immunities in Georgia;

WHEREAS the Government and the Fund agree that the grant of privileges and immunities to the Fund and the persons associated with it is essential for the effective performance of the Fund's functions.

Desiring to conclude an agreement on this matter:

**THE GOVERNMENT OF GEORGIA AND THE GREEN CLIMATE FUND HAVE AGREED AS
FOLLOWS:**

**Article 1
Definitions**

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Accountability Units" means the evaluation unit, the integrity unit and the redress mechanism established by the Board pursuant to the Governing Instrument;
- (b) "Agreement" means this Agreement between the Fund and Georgia;
- (c) "Archives of the Fund" means all records, correspondences, documents, manuscripts, still and moving pictures, films, sound recordings, computer or media data, and other digital and electronic records, or other compilations of data or other material, whether in machine-readable or other form, belonging to, or held by, the Fund;
- (d) "Board" means the Board of the Fund;
- (e) "Convention" means the United Nations Framework Convention on Climate Change, adopted in New York on 9 May 1992 and which entered into force on 21 March 1994;
- (f) "Custom duties" means any duties, taxes or levies on items imported or exported by the Fund for official purposes, including vehicles, equipment, materials and supplies;
- (g) "Duty" means any excise duty or other levy on purchases of goods and services for official purposes;
- (h) "Executive Director" means the head of the Secretariat appointed by the Board;
- (i) "Expert performing missions for the Fund" means an expert or consultant providing services under contractual arrangements with the Fund (either between the expert and the Fund or between an entity and the Fund), including the Accountability Units and members of Board committees, panels and working groups;
- (j) "Government" means the Government of Georgia;
- (k) "Observers" means the active observers invited to participate in Board meetings and any designated representative of an observer who has been accredited by the Fund;
- (l) "Officials" means the members and alternate members of the Board and their advisers, the Executive Director, the staff of the Secretariat and any other officers and employees

of the Fund, including staff of the Accountability Units, irrespective of their nationality, with the exception of the persons recruited locally and assigned to hourly rates of pay;

- (m) "Party" or "Parties" mean the Fund and/or Georgia, as the case may be;
- (n) "Property of the Fund" means assets, funds, income and rights belonging to, or held or administered by, the Fund;
- (o) "Secretariat" means the Secretariat of the Fund established by the Fund pursuant to the Governing Instrument; and
- (p) "Tax" means any direct or indirect tax, including any value-added tax and/or other similar tax.

Article 2 Purpose

To enable the Fund to effectively fulfil its purpose and carry out the functions entrusted to it, the status, immunities, and privileges set forth shall be accorded to the Fund in the territory of Georgia.

Article 3 Legal Status

The Fund shall possess full juridical personality and, in particular, full capacity to:

- (a) Contract;
- (b) Acquire, and dispose of, immovable and movable property; and
- (c) Institute legal proceedings.

Article 4 Immunity from Judicial Proceedings

1. The Fund shall enjoy immunity from every form of legal process, except in cases arising out of or in connection with the exercise of its powers to borrow money, to guarantee obligations or to buy and sell or underwrite the sale of securities, in which cases actions may be brought against the Fund in a court of competent jurisdiction in the territory of a country in which the Fund has its principal or a branch office, or has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities.

2. Notwithstanding the provisions of paragraph 1 of this Article, no action shall be brought against the Fund by Georgia, or by any agency or instrumentality of Georgia, or by any entity or person directly or indirectly acting for or deriving claims from Georgia or from any agency or instrumentality of Georgia. Any dispute regarding the application or interpretation of this agreement will be resolved through mutual consultation.

3. Property and assets of the Fund shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Fund.

Article 5
Immunity of Assets

Property and assets of the Fund, wheresoever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.

Article 6
Immunity of Archives

The archives of the Fund and in general, all documents and data, in whatever format, including electronic formats, belonging to it or held by it, shall be inviolable, wherever located.

Article 7
Freedom of Assets from Restrictions

1. To the extent necessary to carry out the purpose and functions of the Fund effectively, and subject to the provisions of this Agreement and the laws and regulations of Georgia, all property and assets of the Fund shall be free from restrictions, regulations, controls and moratoria of any nature.
2. Subject to the laws and regulations of Georgia, the Fund, without being restricted by financial controls, regulations or moratoria of any kind:
 - (a) May hold funds, gold or currency of any kind and operate accounts in any currency; and
 - (b) Shall be free to transfer its funds, gold or currency from one country to another or within any country, and convert any convertible currency held by it into any other convertible currency.
3. In exercising its rights under paragraph 1 of this Article, the Fund shall pay due regard to any representations made by the Government insofar as it is considered that effect can be given to such representations without detriment to the interests of the Fund.

Article 8
Privileges for Communications

Official communications of the Fund shall be accorded treatment no less favourable than that accorded to the official communications of international organizations present in Georgia.

Article 9
Immunities and Privileges of Fund Officials

1. All members and alternate members of the Board, their advisers, the Executive Director, and officers and employees of the Fund, including experts performing missions for the Fund shall enjoy privileges and immunities equivalent to those provided under the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947.
2. In addition to the provisions set forth in paragraph 1 of this Article, members and alternate members of the Board and the Executive Director while exercising their functions and during the journey to and from Georgia, shall enjoy immunity from personal arrest or detention and from seizure of personal baggage.

3. Observers and individuals not covered by paragraph 1 of this Article invited by the Fund to participate in conferences and meetings, shall, enjoy in respect of words spoken or written and all acts done by them in their capacity as invitees of the Fund, immunity from legal process of every kind.

Article 10 **Facilitation of Travel and Recognition of Travel Document**

1. Georgia shall facilitate transit of movement, including through the expedited processing of applications of visas, where required and where the laws and regulations of Georgia allow, for members and alternate members of the Board, their advisers, the Executive Director, officers and employees of the Fund, including experts performing missions for the Fund.

2. Georgia shall facilitate the applications of visas of observers and other persons invited by the Fund, where required and where the laws and regulations of Georgia allow, to participate in meetings or conferences organized by the Fund.

3. The Government shall recognize the use of the United Nations laissez-passer by the Officials of the Fund, if so authorized by the United Nations, and the use of any other travel document approved by the Board, by members and alternate members of the Board, the Executive Director, and employees and experts performing missions for the Fund.

Article 11 **Exemption from Taxation**

1. The Fund, its assets, property, income and its operations and transactions, shall be exempt from all taxation and from all customs duties. The Fund shall also be exempt from any obligation for the payment, withholding or collection of any tax or duty.

2. No tax shall be levied on or in respect of salaries and emoluments paid by the Fund to members and alternate members of the Board, their advisers, the Executive Director, officers and employees of the Fund, including experts performing missions for the Fund. Georgia reserves the right to tax the salaries and emoluments paid by the Fund to citizens or nationals of Georgia who reside in Georgia.

3. Georgia shall not levy any tax on any obligation or security issued by the Fund, including any dividend or interest thereon, by whomsoever held:

- (a) If it discriminates against such obligation or security solely because it is issued by the Fund; or
- (b) If the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Fund.

4. No tax of any kind shall be levied on any obligation or security guaranteed by the Fund, including any dividend or interest thereon, by whomsoever held:

- (a) Which discriminates against such obligation or security solely because it is guaranteed by the Fund; or
- (b) If the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Fund.

Article 12
Waiver

The Fund, at its discretion, may waive any of the privileges, immunities and exemptions conferred under this Agreement in any case or instance, in such manner and upon such conditions as it may determine to be appropriate in the best interests of the Fund, taking into account that privileges and immunities are accorded to members and alternate members of the Board, their advisers, the Executive Director, officers and employees of the Fund, including experts performing missions for the Fund, not for their personal benefit, but in the interest of the effective functioning of the Fund. Consequently, the Fund not only has the right but is under a duty to waive the immunity of members and alternate members of the Board, their advisers, the Executive Director, officers and employees of the Fund, including experts performing missions for the Fund, in any case where, in the opinion of the Fund, as the case may be, the immunity would impede the course of justice, and where it can be waived, without prejudice to the purpose for which the immunity is accorded or to the interests of the Fund, as the case may be.

Article 13
Settlement of Disputes

Any dispute, controversy or claim arising out of, or in relation to this Agreement, or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Permanent Court of Arbitration (PCA) Rules 2012 and:

- (a) The number of arbitrators shall be three;
- (b) The place of arbitration shall be The Hague, the Netherlands, at the seat of the PCA;
- (c) The language to be used in the arbitral proceedings shall be English; and
- (d) The Parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

Article 14
Other Provisions

1. The Government and the Fund may enter into such supplementary agreements as may be necessary within the scope of this Agreement. Such supplementary agreements and any amendments and additions to this Agreement shall enter into force subject to the same procedures as this Agreement and shall constitute an integral part of this Agreement.
2. This Agreement shall enter into force on the date on which the Government of Georgia notifies the Executive Director of the Fund that the internal procedures necessary for the entry into force have been accomplished.
3. Each Party may terminate the Agreement by giving a written notice of termination to the other Party through the diplomatic channels. In such case, the Agreement shall expire six months after the date of the receipt of the termination notice by the other Party. The termination of the Agreement shall be without prejudice to any matters which originated prior to the date of termination of the Agreement.
4. Nothing in the present Agreement shall be considered as in any way limiting the right of Georgia to take measures to safeguard its own state security in the implementation of the present Agreement.

5. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying privileges and immunities under the present Agreement to respect the laws and regulations of Georgia. They also have a duty not to interfere in the internal affairs of Georgia.

Done in _____ on _____ 2017 in English language in two copies.

IN WITNESS WHEREOF, the respective representatives duly authorized thereto, have signed this Agreement.

For and on behalf of the
GOVERNMENT OF GEORGIA



Mr. Gigla Agulashvili
Minister of Environment and Natural
Resources Protection of Georgia

For and on behalf of the
GREEN CLIMATE FUND



Howard Bamsey
Executive Director