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THE NATIONAL ASSEMBLY

THIRTEENTH PARLIAMENT – THIRD SESSION, 2024

DIRECTORATE OF DEPARTMENTAL COMMITTEES

DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY AND MINING


REPORT ON THE RATIFICATION OF THE AGREEMENT ON THE ESTABLISHMENT OF  
THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)

CLERK'S CHAMBERS

DIRECTORATE OF DEPARTMENTAL COMMITTEES

PARLIAMENT BUILDINGS

NAIROBI

	
<b>THE NATIONAL ASSEMBLY PAPERS LAID</b>	
<b>DATE:</b> 20 NOV 2024	<b>DAY:</b> Wednesday
<b>TABLED BY:</b>	Vice-chairperson, Departmental Committee on Environment Hon. <i>Charles Kariuki</i>
<b>CLERK-AT THE-TABLE:</b>	<i>Irene Ndeku</i>

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## **CHAIRPERSON'S FOREWORD**

The Prime Cabinet Secretary and Cabinet Secretary Foreign Affairs, submitted a memorandum to the National Assembly dated 13<sup>th</sup> May 2024 regarding the Agreement on the establishment of the Global Green Growth Institute (GGGI). The Agreement and the Memorandum were committed to the Departmental Committee on Environment, Forestry and Mining for consideration and reporting to the House.

The Agreement on the establishment of the Global Green Growth Institute (GGGI) was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October, 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. The ratification process was approved by the Cabinet during its meeting held on 13<sup>th</sup> December 2023.

Pursuant to the provisions of Article 118(1)(b) of the Constitution on public participation and section 8(3) of the Treaty Making and ratification Act of 2012, the Committee placed advertisements in two local dailies of nationwide circulation, on 23<sup>rd</sup> July, 2024 requesting for submission of memoranda on the subject. The Committee did not receive a memorandum in support or not supporting the Convention by close of business on 5<sup>th</sup> August, 2024.

Further, the Committee deliberated on the Agreement with the National Treasury, Ministry of Environment, Climate Change and Forestry, Ministry of Foreign and Diaspora Affairs and the Office of the Attorney General.

The Committee is thankful to the Office of the Speaker and the Clerk of the National Assembly for the logistical and technical support accorded to it during its Sittings.

Pursuant to Section 8(4) of the Treaty Making and Ratification Act, 2012 and Standing Order 199, it is my pleasant duty to present the Report of the Departmental Committee on its consideration of the Agreement on the establishment of the Global Green Growth Institute (GGGI).

**Hon. David Gikaria, MP.**

**Chairperson, Departmental Committee on Environment, Forestry and Mining**

## CHAPTER ONE

### 1. PREFACE

#### 1.1. Establishment and Mandate of the Committee

1. The Departmental Committee on Environment, Forestry and Mining is one of the fifteen Departmental Committees of the National Assembly established under **Standing Order 216** whose functions pursuant to the **Standing Order 216 (5)** are as follows:
  - i. *To investigate, inquire into, and report on all matters relating to the mandate, management, activities, administration, operations and estimates of the assigned ministries and departments;*
  - ii. *To study the programme and policy objectives of ministries and departments and the effectiveness of the implementation;*
  - iii. *on a quarterly basis, monitor and report on the implementation of the national budget in respect of its mandate;*
  - iv. *To study and review all legislation referred to it;*
  - v. *To study, assess and analyse the relative success of the ministries and departments as measured by the results obtained as compared with their stated objectives;*
  - vi. *To investigate and inquire into all matters relating to the assigned ministries and departments as they may deem necessary, and as may be referred to them by the House;*
  - vii. *To vet and report on all appointments where the Constitution or any law requires the National Assembly to approve, except those under Standing Order 204 (Committee on Appointments);*
  - viii. ***To examine treaties, agreements and conventions;***
  - ix. *To make reports and recommendations to the House as often as possible, including recommendation of proposed legislation;*
  - x. *To consider reports of Commissions and Independent Offices submitted to the House pursuant to the provisions of Article 254 of the Constitution; and*
  - xi. *To examine any questions raised by Members on a matter within its mandate.*

#### 1.2. Subjects under the Committee

2. In accordance with the Second Schedule of the Standing Orders, the Committee is mandated to consider, the following Subject: Climate change, environment management and conservation, forestry, mining and natural, pollution, waste management.
3. In executing its mandate, the Committee oversees the Ministry of Environment and Forestry, and the State Department for Mining.

#### 1.3. Committee Membership

4. The Departmental Committee on Environment, Forestry and Mining was constituted by the House on 27<sup>th</sup> October, 2022 and comprises of the following Members:

**Chairperson**

The Hon. David Gikaria, MP  
Nakuru Town East Constituency

**UDA Party**

**Vice-Chairperson**

The Hon. Charles Kamuren, MP  
Baringo South Constituency

**UDA Party**

**Members**

The Hon. Mbalu Jessica Nduku Kiko, M.P.  
Kibwezi East Constituency

**Wiper Democratic Movement**

The Hon. Mwanyanje Gertrude Mbeyu, M.P.  
Kilifi County,

**Orange Democratic Movement (ODM)**

The Hon. Hiribae Said Buya, M.P.  
Galole Constituency

**Orange Democratic Movement (ODM)**

The Hon. Emathe Joseph Namuah, M.P.  
Turkana Central Constituency

**United Democratic Party (UDA)**

The Hon. Kemei Beatrice Chepng'eno, M.P.  
Kericho County

**United Democratic Alliance (UDA)**

The Hon. Masito Fatuma Hamisi, M.P.  
Kwale County

**Orange Democratic Movement (ODM)**

The Hon. Titus Lotee, M.P.  
Kacheliba Constituency

**Kenya Union Party (KUP)**

The Hon. Yakub Adow Kuno, M.P.  
Bura Constituency

**United Party of Independent Alliance (UPIA)**

The Hon. Salim Feisal Bader, M.P.  
Msambweni Constituency

**United Democratic Alliance (UDA)**

The Hon. Joseph Wainaina Iraya, M.P.  
Nominated,

**United Democratic Alliance (UDA)**

The Hon. Kururia Elijah Njoroge, M.P.  
Gatundu North Constituency

**Independent Member**

The Hon. Nguro Onesmus Ngogoyo, M.P.  
Kajiado North Constituency

**United Democratic Alliance (UDA)**

The Hon. Mohamed Tubi Bidu, M.P.  
Isiolo South Constituency

**Jubilee Party (KPP)**

#### 1.4. Committee Secretariat

5. The Committee is facilitated by the following staff:

Ms. Hellen Ekadeli  
**Clerk Assistant I/Head of Secretariat**

Ms. Mercy Wanyonyi  
**Senior Legal Counsel**

Mr. Hamdi Hassan Mohamed  
**Clerk Assistant III**

Dr. Joseph Kuria  
**Research Officer III**

Ms. Nancy Chamunga  
**Fiscal Analyst III**

Mr. Stephen Otieno  
**Senior Sergeant-At-Arms**

Mr. Kevin Obilo  
**Media Relations Officer III**

Mr. Eric Ogola  
**Public Communications Officer III**

Mr. Meldrick Sakani  
**Audio Recording Officer**

## CHAPTER TWO

### 2. ANALYSIS OF THE AGREEMENT

#### 2.1. Background

6. On the **13<sup>th</sup> December 2023**, the Cabinet approved a Cabinet Memorandum on the accession for Global Green Growth Institute (GGGI) pursuant to section 7 of the Treaty Making and Ratification Act, 2012.
7. The Global Green Growth Institute (GGGI) is a treaty based intergovernmental organization that **supports and promotes sustainable economic growth** in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV), and help address policy and capacity gaps and challenges.
8. GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October, 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries.
9. GGGI currently has forty-eight (48) member states which include nine (9) African countries like Angola, Ethiopia, Rwanda, Uganda, Senegal and Zambia. The headquarters of GGGI is located in Seoul, Korea.

#### 2.2. Clause by Clause Analysis of the Agreement

10. **Article 1** establishes the Global Green Growth Institute (GGGI) as an international organization. The objectives of the GGGI (**Article 2**) shall be to **promote sustainable development** of developing and emerging countries, including the least developed countries by supporting and diffusing green growth, which is a balanced advance of economic growth and environmental sustainability.
11. **Article 4** sets out the **activities** the GGGI shall engage in, in order to accomplish its objectives e.g support developing and emerging economies with capacity building to design and implement green growth plans; pursue research on green growth; facilitate public-private cooperation to foster an enabling environment for resource efficient investment and to disseminate evidence-based knowledge and enhance public awareness on green growth and sustainable development.
12. **Article 5**-provides for membership of the GGGI which is by becoming party to the Agreement and is open to any member state of the UN or any regional organization that subscribes to the objectives of GGGI. The organs of the GGGI include an Assembly, a Council, an Advisory Committee and a Secretariat. **The Assembly** is the supreme organ of the GGGI and its functions include electing Members to the Council, appointing the Director General who is nominated by the Council and considering and adopting amendments to the Agreement (**Article 7**).
13. **The Council** is the executive organ of the GGGI and its functions include to nominate the Director General for appointment by the Assembly, to approve the annual work program and budget and to approve audited financial statements. (**Article 8**). **The Advisory Committee** is established as a consultative and advisory organ for the GGGI. Its role is to serve as a forum for public-private cooperation on green growth and to advise the Council on the strategy and activities of GGGI. (**Article 9**)



14. **Article 10** provides that the **Secretariat** shall, under the guidance of the Council and the Assembly, be the chief operational organ of the GGGI and be headed by the Director General. **Article 12** provides for the various ways the GGGI shall obtain its financial resources which includes through voluntary contributions by members and non-governmental sources, sale of publications and interest income from trusts.
15. **Article 14** provides that the GGGI shall have legal personality and capacity to contract, to acquire and dispose of immovable and movable property and to institute and defend itself in legal proceedings. Additionally, the GGGI may establish co-operative relationships with other organizations, including international, intergovernmental and non-governmental organizations, with a view to further the objectives of the GGGI. (**Article 16**)
16. **Article 17** provides for transitional provisions. Until such a time as the Secretariat of the GGGI is formed, the Organization shall perform functions of the Secretariat. **Article 18** provides that the Director General of the Secretariat shall be the Depositary of the Agreement.
17. **Article 20** provides that the Agreement shall be subject to ratification, acceptance or approval by the signatory States and regional integration organizations and the instruments of ratification, acceptance or approval shall be deposited with the Depositary. Further, the Agreement shall be open for accession by any state or regional integration organization which has not signed the Agreement and Instruments of accession shall be deposited with the Depositary. (**Article 21**)
18. **Article 22** provides that the Agreement shall enter into force on the thirtieth day after the deposit of the third instrument of ratification, acceptance, approval or accession. For each state or regional integration organization ratifying, accepting, approving or acceding to the Agreement after the entry into force, the Agreement shall enter into force on the thirtieth day after the deposit of the respective instrument.
19. **Article 23** provides that no reservations shall be made to the Agreement. Further, any Party to the Agreement may propose an amendment to the Agreement by submitting such a proposal to the Director-General of the Secretariat for consideration by the Assembly. (**Article 24**) An amendment to the Agreement shall enter into force having accepted by at least three-quarters of the Parties to the Agreement, after adoption by the Assembly.
20. **Article 25** provides that any Party may withdraw from the Agreement by written notification, of its intention to withdraw from the Agreement. Such withdrawal shall take effect six months after the date of receipt by the Director- General of the Secretariat of the notification. The Agreement may only be terminated through a decision by consensus in the Assembly of all Members. (**Article 28**)

## CHAPTER THREE

### 3. ANALYSIS OF THE MEMORANDUM SUBMITTED BY THE MINISTRY OF FOREIGN AND DIASPORA AFFAIRS

21. The Ministry of Foreign Affairs submitted that in line with section 7 of the Treaty Making and Ratification Act, Cap.4D, the accession for GGGI was approved by the Cabinet during its meeting held on 13<sup>th</sup> December, 2023.

#### a. Background

22. The GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. The headquarters of the GGGI is in Seoul, the Republic of Korea.

23. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: Australia, Bahrain, Cambodia, Colombia, Costa Rica, Denmark, Ecuador, El Salvador, Fiji, Guyana, Hungary, Indonesia, Jordan, Kazakhstan, Kiribati, Korea, Kyrgyz Republic, Lao PDR, Mexico, Mongolia, Nepal, Nicaragua, Norway, OECS, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Sri Lanka, Thailand, Togo, Tonga, Turkmenistan, United Arab Emirates, UK, Uzbekistan, Vanuatu, Viet Nam. African Member Countries: Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.

#### b. Objects and Subject Matter of the GGGI

24. The main objective of the GGGI is to promote sustainable development of developing and emerging countries, including the least developed countries by supporting and diffusing a new paradigm of economic growth; targeting key aspects of economic performance and resilience, poverty reduction, job creation, and social inclusion and Creating and improving the economic, environmental, and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

25. Additionally, the GGGI plays the role of an enabler and facilitator of Members' transition into a low-carbon green economy, providing policy advice and technical support in the development of green growth plans, policies and regulations, mobilization of green investments, implementation of green growth projects, and development of local capacities and knowledge sharing.

#### c. Obligations Imposed by the Agreement

26. Upon accession of the Global Green Growth Institute, Kenya shall be required to-

- (a) Attend and participate in the biennial meetings of the Assembly (Article 7(2));
- (b) Invest in public participation and awareness programs on green growth and sustainable development (Article 4(d));
- (c) Accord the GGGI privileges and immunities as may be necessary and appropriate for proper functioning (Article 15);
- (d) Guide cooperative partnerships and linkages with other international bodies (Article 16);
- (e) Carry out all the functions of the Assembly including electing Members to the Council,

appointing the Director-General, considering and adopting amendments to the Agreement and receiving reports from the Secretariat on strategic, operational and financial matters (Article 7(5)); and

- (f) If elected to the Council, Kenya shall be able to participate in presenting a Director-General for appointment by the assembly, approve GGGI's strategy and review the results, monitoring and evaluation framework, approve the annual work program and budget, approve audited financial statements, approve the admission of new members to the advisory committee, approve the criteria for country program selection and approve the council Sub-Committees membership

**d. Justification for accession**

27. The GGI Agreement is one of the key legal instruments that would strengthen national efforts to realize Kenya's constitutional objectives under Article 42 of the Constitution which provides that every person has a right to a clean and healthy environment.
28. Kenya has put in place several domestic policies, legislative and institutional frameworks related to sustainable development and is operationalizing the Green Economy Strategy and Implementation Strategy, 2016, the Climate Change Act, 2016, the National Adaptation Plan 2016-2030, the National Climate Finance Policy, National Climate Change Action Plan 2018-2022 and Mid-Term Plan III 2018-2022.
29. On 5<sup>th</sup> August 2019, the National Treasury endorsed the collaboration between GOK and GGGI since it complements national priority areas and provides a platform for Kenya to share knowledge and learn from other members. Furthermore, the National Treasury has a Climate Finance and Green Economy Unit as the country is partnering with the GGGI on the mobilization of Green Finance for Green Investments.

**e. Constitutional and Legislative Implications**

30. The Agreement is consistent with the Constitution and promotes constitutional values and provisions under article 69 (1) (e) and (g) on obligations in respect to the Environment.

**f. Implication Relating to Counties**

31. The obligations imposed under the Agreement are under the purview of the National Government.

**g. Reservations**

32. The Agreement does not provide for reservations

**h. Ministerial Responsibility**

33. The implementation of the GGGI Agreement will be the joint responsibility of the National Treasury through the Climate Finance and Green Economy Unit and the Ministry of Environment and Forestry.

**i. Financial Implications**

34. The financial requirements for the implementation of the GGGI will be provided for under the normal budgetary estimates of the relevant institutions and will be considered on a case-by-case basis. Kenya's accession will not occasion any additional public expenditure

## CHAPTER FOUR

### 4. STAKEHOLDERS ENGAGEMENT

#### a. **Joint Submission by the Ministry of Environment, Climate Change and Forestry, the Ministry of Foreign and Diaspora Affairs, the National Treasury and Economic Planning and the Office of the Attorney-General**

35. On the 13<sup>th</sup> August, 2024, the Principal Secretaries for State Department of Environment and Climate Change and State Department of Foreign Affairs and the Office of the Attorney General appeared before the Committee and made a joint submission on the Bamako Convention as follows:
36. The GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. The headquarters of the GGGI is in Seoul, the Republic of Korea.
37. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: Australia, Bahrain, Cambodia, Colombia, Costa Rica, Denmark, Ecuador, El Salvador, Fiji, Guyana, Hungary, Indonesia, Jordan, Kazakhstan, Kiribati, Korea, Kyrgyz Republic, Lao PDR, Mexico, Mongolia, Nepal, Nicaragua, Norway, OECS, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Sri Lanka, Thailand, Togo, Tonga, Turkmenistan, United Arab Emirates, UK, Uzbekistan, Vanuatu, Viet Nam. African Member Countries: Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.
38. The GGGI is a treaty-based Intergovernmental organization that supports and promotes sustainable economic growth in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV) and helps address policy and capacity gaps and challenges. Its vision is a low carbon, resilient world of strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.
39. Kenya's Letter of Intent to join as a member of the Agreement on the Establishment of the Global Green Growth Institute was signed on 23 November 2022, by the Cabinet Secretary for Foreign and Diaspora Affairs in a letter addressed to the Director-General of the Global Green Growth Institute. The Office of the Director General, GGGI communicated its approval of Kenya to join the GGGI on 11<sup>th</sup> January, 2023. In the same communication, GGGI requested Kenya for a grant of the privileges immunity agreement.
40. A host country agreement negotiation on the GGGI Agreement on the legal status and privileges immunity was held on July 2023 with Kenya's negotiating team and GGGI representatives.
41. As part of the accession process, a Cabinet Memorandum was submitted to the Cabinet for approval for accession on May 2023 in line with section 7 of the Treaty Making and Ratification Act, Rev. 2012. Further, the Cabinet approved accession for GGGI during its meeting held on 13<sup>th</sup> December 2023.

42. On 13<sup>th</sup> May, 2024, the Prime Cabinet Secretary and Cabinet Secretary for Foreign & Diaspora submitted a Parliamentary Memorandum alongside a copy of the Agreement to the National Assembly.
43. The main objective of the GGGI is to promote sustainable development of developing and emerging countries, including the least developed countries by supporting and diffusing a new paradigm of economic growth; targeting key aspects of economic performance and resilience, poverty reduction, job creation, and social inclusion and Creating and improving the economic, environmental, and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.
44. Additionally, the GGGI plays the role of an enabler and facilitator of Members' transition into a low-carbon green economy, providing policy advice and technical support in the development of green growth plans, policies and regulations, mobilization of green investments, implementation of green growth projects, and development of local capacities and knowledge sharing.
45. Transitioning to a Green Economy entails addressing the drivers of natural resource change and providing support for green and eco-friendly technologies and related research and innovation activities (Kenya Climate Finance Policy, 2017). As such Green Economy is expected to strengthen the resilience of economic, social, and environmental systems to the adverse effects of external shocks.
46. Upon accession, Kenya will be required to:
- (a) Attend and participate the biennial meetings of the assembly in virtue of article 7 (2) of the GGGI Agreement;
  - (b) Invest in public participation and awareness programs to breathe life into article 4 (d) of the GGGI Agreement which provides for disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development as one of the activities the GGGI shall engage to accomplish its objectives;
  - (c) Accord the GGGI privileges and immunities as may be necessary and appropriate for proper functioning pursuant to Article 15;
  - (d) Guide cooperative partnerships and linkages with other international bodies in accordance with Article 16 of the GGGI Agreement.
  - (e) Carry out all the functions of the Assembly in accordance with article 7(5);
47. The Accession to the GGGI would strengthen national efforts to realize Kenya's constitutional objectives and values pursuant to Article 42 (a) of the Constitution of Kenya. On 5th August 2019, the National Treasury endorsed the collaboration between GOK and GGGI since it complements national priority areas and provides a platform for Kenya to share knowledge and learn from other members.
48. Kenya affirms a commitment to transition to a Green Economy to ensure effective implementation of the outcomes of the third United Nations Conference on Sustainable Development (UNCSD) held in 2012 (Rio+20 summit) and has made great strides in creating enabling policy, legislative, and institutional frameworks over the years that will stir innovation and inclusivity in the mobilization of long-term climate finance required for transitioning to Green Growth. These include the Green Economy Strategy and Implementation Plan (GESIP 2016-2030); and National Policy on Climate Finance, 2018; and addition Kenya through its climate change action plan, 2018-2022 actively

supports the global transition to a low carbon economy through its domestic policies, international climate diplomacy and international climate finance.

49. The accession of GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislations and policies).
50. Kenya's accession to the GGGI Agreement will not occasion any additional public expenditure. Its implementation will be done under the normal budget of the relevant Ministry, Department, and Agencies.
51. The implementation of the GGGI Agreement will be the joint responsibility of the National Treasury through the Climate Finance and Green Economy Unit and the Ministry of Environment and Forestry.
52. Public participation has been conducted on the Agreement and physical data collected on gazettment vide a public notice dated 30<sup>th</sup> January 2023.

#### **b. Submissions by the National Treasury and Economic Planning**

53. The GGGI is a *treaty-based international, inter-governmental organization* established through the ratification of the Agreement on Establishment of GGGI hereinafter referred to as the 'Agreement', at Rio de Janeiro, Brazil on 20<sup>th</sup> June, 2012.
54. *GGGI mission* is to facilitate a global transition toward a model of green growth through supporting and promoting strong, inclusive and sustainable economic growth in developing countries and emerging economies.
55. The *Thematic areas of focus* include Waste, Solar Energy, Sustainable Transport, Green Buildings and Industry, Forest (Sustainable) Landscapes, and Gender and Inclusive Development. GGGI promotes sustainable development of developing and emerging countries, including the least developed countries, by:
  - (a) Supporting and diffusing a new paradigm of economic growth: green growth, which is a balanced advance of economic growth and environmental sustainability.
  - (b) Targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and
  - (c) Creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.
56. As part of its mandate, GGGI helped mobilize over USD 7 Million in green investments and climate finance in developing countries by supporting countries to tap into finance from diverse sources including bilateral aid, multilateral development banks and the private sector.
57. GGGI and GCF signed a Framework Readiness and Preparatory Support in 2017 to serve as the Readiness Delivery Partner and support member countries to access GCF financing. The institution has supported 26-member states to access over USD 34 million in GCF approved Readiness funding

as per the GGGI Annual Report 2023. In most of these projects, GGGI works with national Direct Access Entities

58. The GGGI headquarters is in Seoul, Republic of Korea. Country offices in Dubai, Indonesia & Hungary.

#### **c. Membership and Accession**

59. GGGI's membership currently stands at 48, mainly in South America, Asia and Africa. African country members include Burkina Faso, Cote d'Ivoire, Ethiopia, Mozambique, Rwanda, Senegal, Uganda, and Morocco

60. Membership to GGGI is open to any *Member state of the United Nations* or *regional integration organization* that subscribes to the objectives of GGGI, in accordance with Article 5.1 of the Establishment Agreement.

61. Member States and regional integration organizations become a Member of GGGI on the 30<sup>th</sup> day after the deposit of their instrument of accession with the Director General.

#### **d. Benefits and Obligations of Membership**

62. GGGI's Members benefit from-

(a) Access to knowledge sharing and good practice. All Members have access to knowledge products for scaling up green growth solutions, and involvement in knowledge exchange to identify good practices and approaches that may be applied in different country contexts.

(b) Technical assistance delivered through a mix of global, regional and country-specific programming, guided, funded through voluntary core and (program and project) earmarked contributions) from GGGI's growing number of partners.

63. All Members serve on the Assembly, the supreme organ of GGGI that meets once a year back-to-back with the Council. Members may stand for election and serve on the Council, GGGI's executive organ. Membership does not require any obligatory (annual) financial contributions.

#### **e. Kenya's Membership Journey to GGGI**

64. The Republic of Kenya submitted her letter of intent to be a member of GGGI through the Ministry of Foreign and Diaspora Affairs.

65. The National Treasury was nominated to lead Kenya's accession and engagements with the GGGI. In this regard, the National Treasury established the Inter-Agency Committee in April 2022 with a mandate to advise on Kenya's accession *to the Agreement on the Establishment of the GGGI*. The Committee made the following recommendations-



- (a) There are sufficient grounds for Kenya to accede to the Establishment Agreement of the GGGI and become a participating member of the GGGI.
- (b) Kenya signs the Agreement and begins the depositary requirements and becomes a participating member, which means that it would be “a Member of the GGGI that is not a contributing member with no financial obligations, This will grow the Country’s capacity (financial, technical capacity and technology) to address challenges associated with climate and development.
- (c) The accession will not cause an additional strain on public expenditure, but will allow Kenya to access support for Green growth economic agenda, which simultaneously addresses poverty reduction, social inclusion, and environmental sustainability; and
- (d) Kenya strengthens the Climate Finance and Green Economy Unit of the National Treasury and the Green Growth Unit of the Ministry of Environment to spearhead the green growth agenda in Kenya, monitor and coordinate implementation of the Green Economy Strategy and Implementation Plan (GESIP).

66. The Cabinet approved Kenya’ Accession to the Agreement on the Establishment of the GGGI in January 2024.

67. In parallel with accession, the Government of Kenya and GGGI have negotiated the Agreement on the Legal Status, Privileges, and Immunities ‘Host Country Agreement’, as provided for under the Establishment Agreement. The agreement on privileges and immunities provides a framework to facilitate GGGI’s presence, operations, and activities in the country as an international organization.

#### **f. Kenya’s Programming Activities with GGGI**

68. *Development of the National Green Growth Index.* The Government of Kenya through the National Treasury and Economic Planning with the support of the GGGI has developed the recently launched (launched on 15<sup>th</sup> July 2024) National Green Growth Index. The Index measures a country’s performance in achieving sustainability targets, including Sustainable Development Goals (SDGs), Paris Climate Agreement, and Aichi Biodiversity Targets. In addition, the Index will Support the Government of Kenya to unlock access to climate finance through the development of pipelines of projects. Some of the key highlights of the Index include the following:

- (a) Kenya’s Green Growth Index score increased from 43.33 in 2010 to 47.95 in 2022, which is primarily attributed to improvements in social inclusion and natural capital protection;
- (b) Kenya achieved an impressive score of 91.53 for GHG emissions reduction, nearing the sustainability target. This success was as a result of indicators such as the ration of CO2 and non-CO2 emissions to population, CO2 emissions growth rate, and carbon intensity of energy production; and
- (c) The Green Economic Opportunities exhibited a consistent declining trend due to the low scores for green trade and green investments, implying the need for targeted interventions and strengthening collaboration and institutional coordination;

69. *Development of an E-Mobility Project.* The Ministry of Energy and GGGI are developing a project proposal titled ‘Creating the Enabling Environment for E-mobility in Kenya Through Piloting Electric Buses and Developing a Green Transport Investment Plan’. The 60 months’ project of total grant

value of USD 10 million, will be funded through the Ministry of Environment of Korea and implemented through GGGI.

70. *Development of Climate Smart Agriculture Project.* GGGI is supporting the Ministry of Agriculture to develop a Project Concept Paper titled '*Climate-Smart Rice Farming System Development in Siaya and Kirinyaga Counties*'. This is expected to be submitted to the Korea International Cooperation Agency (KOICA). This initiative, covering a duration of 60 months and carrying a total grant value of up to 10 million USD, will serve as a substantial reinforcement to Kenya's National Development Plan and its ambitious Kenya Vision 2030.
71. *Feasibility studies.* UNIDO and GGGI are supporting the Country to undertake feasibility studies to support agro-food parks for investment, agribusiness and rural development in Kenya with a total budget of USD 8,827 Million.
72. *GCF Readiness Proposal:* GGGI and the National Treasury are developing a readiness proposal for the GCF amounting to USD 500,000.
73. *Multi-Country Projects.* GGGI is also working on a number of multi-country projects in which Kenya stands to benefit. These include "Enabling Environment for the Adoption of Sanitation Technology (USD 5 Million, Gates Foundation as the Donor)" and "Technical Assistance Facility for NCBA's Guarantee (value: USD 6 Million, SIDA as the Donor)."

***g. Establishment of the GGGI Regional and Country Office in Nairobi***

74. The Government of Kenya has discussed and proposed to the GGGI the consideration of Nairobi as its regional hub. Subject to the signing of the Host Country Agreement, the GGGI has responded positively on establishing a regional and country office in Nairobi.

## CHAPTER FIVE

### 5. COMMITTEE OBSERVATIONS

75. The Committee having considered the Agreement on the establishment of the Global Green Growth Institute (GGGI) observed the following:

- 1) Membership to the GGGI will give Kenya an excellent position to lead the new development paradigm that focuses on a green growth model which simultaneously tackles poverty reduction, social inclusion, environmental sustainability, and sustainable green economic growth.
- 2) Membership to the GGGI will enable Kenya access financial and technical support to mainstream Green Growth and Climate Change actions into the national development plans.
- 3) Membership to the GGGI will enable Kenya to benefit from sharing and gaining knowledge through multi-country cooperation. Additionally, all Members have access to knowledge products and technical assistance for scaling up green growth solutions and involvement in knowledge exchange to identify good practices and approaches that may be applied in different country contexts.
- 4) Kenya's Nationally Determined Contributions (NDC) financing needs, is approximately USD 62 Billion for mitigation and adaptation actions across sectors by 2030, with 85% being conditional to international support in the form of finances, technology development and transfer, and capacity building. Therefore, as a member of GGGI, Kenya stands to benefit from access to knowledge sharing and good practices on scaling up green growth solutions, and technical assistance delivered through a mix of global, regional and country-specific programming;
- 5) GGGI presents an opportunity for Kenya to explore and tap into the benefits of the Green Growth and Green Economy which includes accelerated green financing, creation of Green jobs, production of competitive manufactured products, creation of a clean and healthy environment, safeguarding existence of finite resources, reducing biodiversity loss, reducing the severity of the climate change impacts, and many more opportunities that come along with sustainable development;
- 6) Kenya is a beneficiary of the Green Climate Fund (GCF) with a number of readiness and project financing opportunities being accessed which has enabled the country to carry out its development objectives with a climate lens. GGGI as a Delivery Partner for GCF is a great opportunity for Kenya to leverage more project financing from GCF; and
- 7) The ratification of Kenya to the Agreement establishing the GGGI provides the opportunity for the country to participate fully in GGGI activities, including voting rights in the GGGI Assembly and Council.


CHAPTER SIX

6. RECOMMENDATIONS

76. Having considered the submissions, and analyzed documents tabled, and pursuant to Section 8 of Treaty Making and Ratification Act, the Committee recommends that the House **APPROVES** the **Ratification of the Agreement on the establishment of the Global Green Growth Institute (GGGI)**

SIGNED  DATE 14-11-2024

 HON. DAVID GIKARIA, CBS MP, CHAIRPERSON.  
(DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY AND MINING)

 <b>THE NATIONAL ASSEMBLY</b> PAPERS LAID	
DATE: <b>20 NOV 2024</b> DAY: <input type="text"/>	
TABLED BY:	Vice-chairperson, Departmental Committee on Environment Hon. Charles Kamuren
CLERK OF THE TABLE:	Irene Nduku

# ANNEXURES

# **Annexure 1: Adoption Schedule**







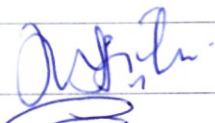

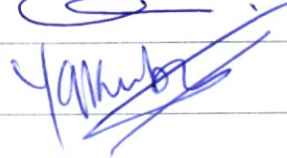
REPUBLIC OF KENYA  
THE NATIONAL ASSEMBLY

THIRTEENTH PARLIAMENT – THIRD SESSION, 2024

DIRECTORATE OF DEPARTMENTAL COMMITTEES

**DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY AND MINING  
ADOPTION OF THE REPORT ON RATIFICATION OF THE AGREEMENT ON THE  
ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

We, the undersigned Honorable Members of the Departmental Committee on Environment, Forestry and Mining today Thursday, 14<sup>th</sup> November 2024 do hereby affix our signatures to the Report on consideration and adoption of **Ratification of the Agreement on the Establishment of the Global Green Growth Institute (GGGI)**, to affirm our approval and confirm its accuracy, validity and authenticity.

NO.	NAME	SIGNATURE
1.	The Hon. Gikaria David, CBS, MP - Chairperson	
2.	The Hon. Charles Kamuren, MP - Vice-Chairperson	
3.	The Hon. Mbalu Jessica Nduku Kiko, CBS, MP.	
4.	The Hon. Mwanyanje Gertrude Mbeyu, MP.	
5.	The Hon. Hiribae Said Buya, MP.	
6.	The Hon. Salim Feisal Bader, MP.	
7.	The Hon. Emathe Joseph Namuer, MP.	
8.	The Hon. Joseph Wainaina Iraya, OGW, MP.	
9.	The Hon. Kemei Beatrice Chepngeno, MP.	
10.	The Hon. Kururia Elijah Njore Njoroge, MP.	
11.	The Hon. Masito Fatuma Hamisi, MP.	
12.	The Hon. Mohamed Tubi Bidu, MP.	
13.	The Hon. Nguro Onesmus Ngogoyo, MP.	
14.	The Hon. Yakub Adow Kuno, MP.	
15.	The Hon. Titus Lotee, MP.	

# **Annexure 2: Minutes**



**Annexure 3. The Agreement on the  
establishment of the Global Green Growth  
Institute (GGGI).**



THE NATIONAL ASSEMBLY  
THIRTEENTH PARLIAMENT - THIRD SESSION, 2024  
DIRECTORATE OF DEPARTMENTAL COMMITTEES

MINUTES OF THE 61<sup>st</sup> SITTING OF THE DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY, AND MINING HELD IN COMMITTEE ROOM 14 SECOND FLOOR, BUNGE TOWER, PARLIAMENT BUILDINGS ON THURSDAY, 14<sup>th</sup> NOVEMBER, 2024 AT 10.00 AM.

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**PRESENT.**

1. **The Hon. Charles Kamuren, MP** -Vice-Chairperson
2. The Hon. Salim Feisal Bader, MP
3. The Hon. Masito Fatuma Hamisi, MP
4. The Hon. Tubi Bidu Mohamed, MP
5. The Hon. Yakub Adow Kuno, MP
6. The Hon. Onesmus Ngogoyo Nguro, MP
7. The Hon. Kemei, Beatrice Chepngeno, MP
8. The Hon. Joseph Wainaina Iraya, OGW, MP

**APOLOGY**

1. **The Hon. David Gikaria, CBS, MP** -Chairperson
2. The Hon. Mbalu, Jessica Nduku Kiko, CBS, MP
3. The Hon. Mwanyanje Gertrude Mbeyu, MP
4. The Hon. Titus Lotee, MP
5. The Hon. Emathe Joseph Namuar, MP
6. The Hon. Elijah Njore Njoroge, MP

**ABSENT**

The Hon. Hiribae Said Buya, MP.

**IN-ATTENDANCE: SECRETARIAT**

1. Ms. Hellen Ekadeli - Clerk Assistant I
2. Mr. Hamdi H. Mohamed - Clerk Assistant III
3. Ms. Mercy Wanyonyi - Senior Legal Counsel
4. Ms. Kevin Ojiambo - Media Relations Officer
5. Mr. Meldrick Sakani - Audio Officer
6. Ms. Carolyne Waweru - Hansard Officer

**AGENDA:**

1. Prayers
2. Preliminaries/Introductions
  - i. Adoption of the Agenda
  - ii. Remarks by the Chairperson
3. Confirmation of Minutes/Matters Arising
4. Communication from the Chair
5. **Consideration and Adoption of the Report on ratification of the agreement on the establishment of Global Green Growth Institute (GGGI)**
6. Any other Business
7. Adjournment/Date of the next meeting
8. Adjournment/Date of the next meeting

**MIN/NO.NA/DC/EF&M/398/2024: PRELIMINARIES & ADOPTION OF AGENDA**

The Vice-Chairperson called the meeting to order at ten minutes past ten o'clock followed by a prayer. The agenda of the meeting was adopted as listed above having been proposed and seconded by the Hon. Joseph Wainaina Iraya, OGW, MP and the Hon. Mohamed Tubi, MP respectively.

**MIN/NO.NA/DC/EF&M/399/2024: CONFIRMATION OF MINUTES OF THE PREVIOUS SITTING.**

Confirmation of the Minutes of the previous sittings was deferred to the next meeting

**MIN/NO.NA/DC/EF&M/400/2024: CONSIDERATION AND ADOPTION OF THE REPORT ON RATIFICATION OF THE AGREEMENT ON THE ESTABLISHMENT OF GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

The Committee having considered the Agreement on the establishment of the Global Green Growth Institute (GGGI) observed the following:

- 1) Membership to the GGGI will give Kenya an excellent position to lead the new development paradigm that focuses on a green growth model which simultaneously tackles poverty reduction, social inclusion, environmental sustainability, and sustainable green economic growth.
- 2) Membership to the GGGI will enable Kenya access financial and technical support to mainstream Green Growth and Climate Change actions into the national development plans.
- 3) Membership to the GGGI will enable Kenya to benefit from sharing and gaining knowledge through multi-country cooperation. Additionally, all Members have access to knowledge products and technical assistance for scaling up green growth solutions and involvement in knowledge exchange to identify good practices and approaches that may be applied in different country contexts.
- 4) Kenya's Nationally Determined Contributions (NDC) financing needs, is approximately USD 62 Billion for mitigation and adaptation actions across sectors by 2030, with 85% being conditional to international support in the form of finances, technology development and transfer, and capacity building. Therefore, as a member of GGGI, Kenya stands to benefit from access to knowledge sharing and good practices on scaling up green growth solutions, and technical assistance delivered through a mix of global, regional and country-specific programming;
- 5) GGGI presents an opportunity for Kenya to explore and tap into the benefits of the Green Growth and Green Economy which includes accelerated green financing, creation of Green jobs, production of competitive manufactured products, creation of a clean and healthy environment, safeguarding existence of finite resources, reducing biodiversity loss, reducing the severity of the climate change impacts, and many more opportunities that come along with sustainable development;

- 6) Kenya is a beneficiary of the Green Climate Fund (GCF) with a number of readiness and project financing opportunities being accessed which has enabled the country to carry out its development objectives with a climate lens. GGGI as a Delivery Partner for GCF is a great opportunity for Kenya to leverage more project financing from GCF; and
- 7) The ratification of Kenya to the Agreement establishing the GGGI provides the opportunity for the country to participate fully in GGGI activities, including voting rights in the GGGI Assembly and Council.

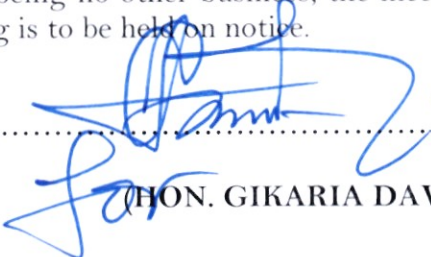
**MIN/NO.NA/DC/EF&M/401/2024: ADOPTION OF THE REPORT**

The Committee unanimously adopted its report having been proposed and seconded by the Hon. Beatrice Kemei, MP and the Hon. Mohamed Tubi, MP respectively

**MIN/NO.NA/DC/EF&M/402/2024: ADJOURNMENT AND DATE OF THE NEXT SITTING**

There being no other business, the meeting was adjourned at quarter past noon. The next meeting is to be held on notice.

Signed..... Date.....

 20<sup>th</sup> November 2024

(HON. GIKARIA DAVID, CBS, M.P. CHAIRPERSON)



THE NATIONAL ASSEMBLY  
THIRTEENTH PARLIAMENT - THIRD SESSION, 2024  
DIRECTORATE OF DEPARTMENTAL COMMITTEES

MINUTES OF THE 37<sup>th</sup> SITTING OF THE DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY, AND MINING HELD IN COMMITTEE ROOM 26 FIFTH FLOOR, BUNGE TOWER, PARLIAMENT BUILDINGS ON TUESDAY, 13<sup>h</sup> AUGUST, 2024 AT 10.00 AM.

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**PRESENT.**

1. The Hon. David Gikaria, CBS, MP -Chairperson
2. The Hon. Charles Kamuren, MP -Vice-Chairperson
3. The Hon. Mwanyanje Gertrude Mbeyu, MP
4. The Hon. Salim Feisal Bader, MP
5. The Hon. Tubi Bidu Mohamed, MP
6. The Hon. Emathe Joseph Namuar, MP
7. The Hon. Yakub Adow Kuno, MP
8. The Hon. Onesmus Ngogoyo Nguro, MP
9. The Hon. Kemei, Beatrice Chepngeno, MP
10. The Hon. Joseph Wainaina Iraya, OGW, MP

**APOLOGY**

1. The Hon. Mbalu, Jessica Nduku Kiko, CBS, MP
2. The Hon. Masito Fatuma Hamisi, MP
3. The Hon. Titus Lotee, MP
4. The Hon. Elijah Njore Njoroge, MP

**ABSENT**

The Hon. Hiribae Said Buya, MP.

**IN-ATTENDANCE:**

**A. SECRETARIAT**

1. Ms. Hellen Ekadeli - Clerk Assistant I
2. Mr. Hamdi H. Mohamed - Clerk Assistant III
3. Ms. Marcy Wanyonyi - Senior Legal Counsel
4. Dr. Joseph Kuria, PhD - Research Officer III
5. Ms. Kevin Ojiambo - Media Relations Officer
6. Mr. Stephen Otieno - Serjeant-At-Arms

**B. MINISTRIES OF ENVIRONMENT, CLIMATE CHANGE AND FORESTRY, FOREIGN AND DIASPOARA AFFAIRS, THE NATIONAL TREASURY AND OFFICE OF THE ATTORNEY-GENERAL.**

1. Dr. A. Korir Sig'Oea - PS, State Department for Foreign Affairs
2. Mr. Nicholas K. Mutuku - Ag. Deputy Director, treaties-Foreign Affairs
3. Ms. Rolyne Kendi Mworira - Third Secretary, Foreign Affairs
4. Mr. Augustine K. Kenuiwo - Deputy Director, Climate Change, SD-E&C
5. Mr. Peter Odengo - Head of Filloca Programme, National Treasury
6. Mr. Walter Moturi - Senior Climate Finance Policy, National Treasury
7. Mr. Allan Githaiga - Deputy Chief State Counsel, Office of the Attorney-General

## **AGENDA:**

1. Prayers
2. Preliminaries/Introductions
  - i. Adoption of the Agenda
  - ii. Remarks by the Chairperson
3. Confirmation of Minutes/Matters Arising
4. Communication from the Chair
5. **Consideration of the Establishment of Global Green Growth Institute (GGGI)**
6. Any other Business
7. Adjournment/Date of the next meeting
8. Adjournment/Date of the next meeting

### **MIN/NO.NA/DC/EF&M/208/2024: PRELIMINARIES & ADOPTION OF AGENDA**

The Chairperson called the meeting to order at eighteen minutes past ten o'clock followed by a prayer. The agenda of the meeting was adopted as listed above having been proposed and seconded by the Hon. Feisal Bader Salim, MP and the Hon. Onesmus Ngogoyo, MP respectively.

### **MIN/NO.NA/DC/EF&M/209/2024: CONFIRMATION OF MINUTES OF THE PREVIOUS SITTING.**

Confirmation of the minutes of the previous sitting was deferred to the next sitting.

### **MIN/NO.NA/DC/EF&M/210/2024: CONSIDERATION OF THE ESTABLISHMENT OF GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

#### **a. Submission by Dr. A. Korir Sig'Oea, PS, State Department for Foreign Affairs**

The Principal Secretary for State Department for Foreign Affairs, the Office of the Solicitor-General and Head of FLOCCA programme at the National Treasury thanked the Members through the Chair for the invite to shade light on the background and Justification of the ratification of the agreement before the Committee. The PS noted that Climate Change is an existential threat globally. Its worse that Conflicts and Pandemics and Climate Diplomacy is becoming very important during global discourses.

Thereafter, the PS briefed the Members on the agreement of establishing the Global Green Growth Institute (GGGI and its ratification by Kenya and submitted as follows;

1. The GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. The headquarters of the GGGI is in Seoul, the Republic of Korea.
2. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: Australia, Bahrain, Cambodia, Colombia, Costa Rica, Denmark, Ecuador, El Salvador, Fiji, Guyana, Hungary, Indonesia, Jordan, Kazakhstan, Kiribati, Korea, Kyrgyz Republic, Lao PDR, Mexico, Mongolia, Nepal, Nicaragua, Norway, OECS, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Sri Lanka, Thailand, Togo, Tonga, Turkmenistan, United Arab Emirates, UK, Uzbekistan, Vanuatu, Viet Nam.

**African Member Countries:** Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.

3. The GGGI is a treaty-based Intergovernmental organization that supports and promotes sustainable economic growth in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV) and helps address policy and capacity gaps and challenges. Its vision is a low carbon, resilient world of strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.
4. **Kenya's Letter of Intent** to join as a member of the Agreement on the Establishment of the Global Green Growth Institute was signed on 23 November 2022, by the Cabinet Secretary for Foreign and Diaspora Affairs in a letter addressed to the Director-General of the Global Green Growth Institute. The Office of the Director General, GGGI **communicated** its approval of Kenya to join the GGGI on 11<sup>th</sup> January, 2023. In the same communication, GGGI requested Kenya for a grant of the privileges immunity agreement.
5. A **host country agreement** negotiation on the GGGI Agreement on the legal status and privileges immunity was held on July 2023 with Kenya's negotiating team and GGGI representatives.
6. As part of the accession process, a **Cabinet Memorandum** was submitted to the Cabinet for approval for accession on May 2023 in line with section 7 of the Treaty Making and Ratification Act, Rev. 2012. Further, the Cabinet approved accession for GGGI during its meeting held on 13<sup>th</sup> December 2023.
7. On 13<sup>th</sup> May, 2024, the Prime Cabinet Secretary and Cabinet Secretary for Foreign & Diaspora submitted a **Parliamentary Memorandum** alongside a copy of the Agreement to the National Assembly.
8. The **main objective** of the GGGI is to promote sustainable development of developing and emerging countries, including the least developed countries by supporting and diffusing a new paradigm of economic growth; targeting key aspects of economic performance and resilience, poverty reduction, job creation, and social inclusion and Creating and improving the economic, environmental, and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.
9. Additionally, the GGGI plays the role of an **enabler** and **facilitator** of Members' transition into a low-carbon green economy, providing policy advice and technical support in the development of green growth plans, policies and regulations, mobilization of green investments, implementation of green growth projects, and development of local capacities and knowledge sharing.
10. Transitioning to a Green Economy entails addressing the drivers of natural resource change and providing support for green and eco-friendly technologies and related research and innovation activities (Kenya Climate Finance Policy, 2017). As such

Green Economy is expected to strengthen the resilience of economic, social, and environmental systems to the adverse effects of external shocks.

11. Upon accession, Kenya will be required to:
  - i) Attend and participate the biennial meetings of the assembly in virtue of **article 7 (2)** of the GGGI Agreement;
  - ii) Invest in public participation and awareness programs to breathe life into **article 4 (d)** of the GGGI Agreement which provides for disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development as one of the activities the GGGI shall engage to accomplish its objectives;
  - iii) Accord the GGGI privileges and immunities as may be necessary and appropriate for proper functioning pursuant to Article 15;
  - iv) Guide cooperative partnerships and linkages with other international bodies in accordance with Article 16 of the GGGI Agreement.
  - v) Carry out all the functions of the Assembly in accordance with **article 7(5)**;
12. The Accession to the GGGI would strengthen national efforts to realize Kenya's constitutional objectives and values pursuant to Article 42 (a) of the Constitution of Kenya. On 5th August 2019, the National Treasury endorsed the collaboration between GOK and GGGI since it complements national priority areas and provides a platform for Kenya to share knowledge and learn from other members.
13. Kenya affirms a commitment to transition to a Green Economy to ensure effective implementation of the outcomes of the third United Nations Conference on Sustainable Development (UNCSD) held in 2012 (Rio+20 summit) and has made great strides in creating enabling policy, legislative, and institutional frameworks over the years that will stir innovation and inclusivity in the mobilization of long-term climate finance required for transitioning to Green Growth. These include the Green Economy Strategy and Implementation Plan (GESIP 2016-2030); and National Policy on Climate Finance, 2018; and addition Kenya through its climate change action plan, 2018-2022 actively supports the global transition to a low carbon economy through its domestic policies, international climate diplomacy and international climate finance.
14. The accession of GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislations and policies).
15. Kenya's accession to the GGGI Agreement will not occasion any additional public expenditure. Its implementation will be done under the normal budget of the relevant Ministry, Department, and Agencies.
16. The implementation of the GGGI Agreement will be the joint responsibility of the National Treasury through the Climate Finance and Green Economy Unit and the Ministry of Environment and Forestry.
17. Public participation has been conducted on the Agreement and physical data collected on gazettelement vide a public notice dated 30<sup>th</sup> January 2023.



## **b. Submission by the National Treasury**

The National treasury represented by Mr. Peter Odengo, Programme coordinator, Financing locally led Climate action and submitted as follows;

1. The GGGI is a *treaty-based international, inter-governmental organization* established through the ratification of the Agreement on Establishment of GGGI hereinafter referred to as the 'Agreement', at Rio de Janeiro, Brazil on 20<sup>th</sup> June, 2012.
2. **GGGI mission** is to facilitate a global transition toward a model of green growth through supporting and promoting strong, inclusive and sustainable economic growth in developing countries and emerging economies.
3. **The Thematic areas of focus** include Waste, Solar Energy, Sustainable Transport, Green Buildings and Industry, Forest (Sustainable) Landscapes, and Gender and Inclusive Development
4. As part of its mandate, GGGI helped mobilize over USD 7 Million in green investments and climate finance in developing countries by supporting countries to tap into finance from diverse sources including bilateral aid, multilateral development banks and the private sector.
5. GGGI and GCF signed a Framework Readiness and Preparatory Support in 2017 to serve as the Readiness Delivery Partner and support member countries to access GCF financing. The institution has supported 26-member states to access over USD 34 million in GCF approved Readiness funding as per the GGGI Annual Report 2023. In most of these projects, GGGI works with national Direct Access Entities
6. The Republic of Kenya submitted her letter of intent to be a member of GGGI through the Ministry of Foreign and Diaspora Affairs.
7. The National Treasury was nominated to lead Kenya's accession and engagements with the GGGI. In this regard, the National Treasury established the Inter-Agency Committee in
8. April 2022 with a mandate to advise on Kenya's accession *to the Agreement on the Establishment of the GGGI*. The Committee made the following recommendations
9. There are sufficient grounds for Kenya to accede to the Establishment Agreement of the GGGI and become a participating member of the GGGI.
10. Kenya signs the Agreement and begins the depositary requirements and becomes a participating member, which means that it would be "a Member of the GGGI that is not a contributing member with no financial obligations, this will grow the Country's capacity (financial, technical capacity and technology) to address challenges associated with climate and development.
11. The accession will not cause an additional strain on public expenditure, but will allow Kenya to access support for Green growth economic agenda, which simultaneously addresses poverty reduction, social inclusion, and environmental sustainability; and
12. Kenya strengthens the Climate Finance and Green Economy Unit of the National Treasury and the Green Growth Unit of the Ministry of Environment to spearhead the green growth agenda in Kenya, monitor and coordinate implementation of the Green Economy Strategy and Implementation Plan (GESIP).
13. **Development of the National Green Growth Index.** The Government of Kenya through the National Treasury and Economic Planning with the support of the GGGI has developed the recently launched (launched on 15<sup>th</sup> July 2024) National Green Growth Index. The Index measures a country's performance in achieving sustainability targets, including Sustainable Development Goals (SDGs), Paris Climate Agreement, and Aichi Biodiversity Targets. In addition, the Index will Support the Government of Kenya to unlock access to

climate finance through the development of pipelines of projects. Some of the key highlights of the Index include the following:

14. Kenya's Green Growth Index score increased from 43.33 in 2010 to 47.95 in 2022, which is primarily attributed to improvements in social inclusion and natural capital protection;
15. Kenya achieved an impressive score of 91.53 for GHG emissions reduction, nearing the sustainability target. This success was as a result of indicators such as the ration of CO2 and non-CO2 emissions to population, CO2 emissions growth rate, and carbon intensity of energy production; and
16. The Green Economic Opportunities exhibited a consistent declining trend due to the low scores for green trade and green investments, implying the need for targeted interventions and strengthening collaboration and institutional coordination;
17. **Development of an E-Mobility Project.** The Ministry of Energy and GGGI are developing a project proposal titled 'Creating the Enabling Environment for E-mobility in Kenya Through Piloting Electric Buses and Developing a Green Transport Investment Plan'. The 60 months' project of total grant value of USD 10 million, will be funded through the Ministry of Environment of Korea and implemented through GGGI.
18. **Development of Climate Smart Agriculture Project.** GGGI is supporting the Ministry of Agriculture to develop a Project Concept Paper titled '*Climate-Smart Rice Farming System Development in Siaya and Kirinyaga Counties*'. The is expected to the Korea International Cooperation Agency (KOICA). This initiative, covering a duration of 60 months and carrying a total grant value of up to 10 million USD, will serve as a substantial reinforcement to Kenya's National Development Plan and its ambitious Kenya Vision 2030.
19. **Feasibility studies.** UNIDO and GGGI are supporting the Country to undertake feasibility studies to support agro-food parks for investment, agribusiness and rural development in Kenya with a total budget of USD 8,827 Million.
20. **GCF Readiness Proposal:** GGGI and the National Treasury are developing a readiness proposal for the GCF amounting to USD 500,000.
21. **Multi-Country Projects.** GGGI is also working on a number of multi-country projects in which Kenya stands to benefit. These include "Enabling Environment for the Adoption of Sanitation Technology (USD 5 Million, Gates Foundation as the Donor)" and "Technical Assistance Facility for NCBA's Guarantee (value: USD 6 Million, SIDA as the Donor)."
22. **Establishment of the GGGI Regional and Country Office in Nairobi**  
The Government of Kenya has discussed and proposed to the GGGI the consideration of Nairobi as its regional hub. Subject to the signing of the Host Country Agreement, the GGGI has responded to the positive on establishing a regional and country office in Nairobi.

#### **MIN/NO.NA/DC/EF&M/211/2024: COMMITTEE OBSERVATIONS**

Having received the submissions from stakeholders, the Committee made the following observations;

- 1) The Agreement and its memoranda were submitted to the Speaker in accordance with section 8(1) of the Act;
- 2) Pursuant to section 8(3) of the Act, the Committee will conduct public participation on the Agreement vide print media.
- 3) The Agreement does not provide for reservations;
- 4) The accession of the Agreement on the GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislation and policies; and

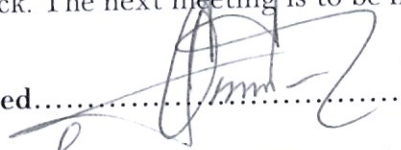
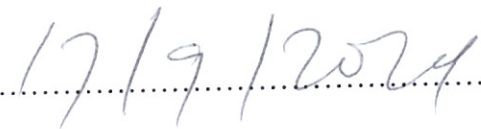
- 5) The obligations imposed under the Agreement are under the purview of the National government.

**MIN/NO.NA/DC/EF&M/212/2024: COMMITTEE RESOLUTION**

The Committee resolved that it needs more times to interrogate the agreement and urged the National Treasury to organize two days retreat for Members understand the agreement better.

**MIN/NO.NA/DC/EF&M/213/2024: ADJOURNMENT AND DATE OF THE NEXT SITTING**

There being no other business, the meeting was adjourned at twenty Minutes past one o'clock. The next meeting is to be held on notice.

Signed.......... Date..........  
for (HON. GIKARIA DAVID, CBS, M.P. CHAIRPERSON)

**Annexure 4:**

**NEWSPAPER ADVERT**

**Annexure 5: Letter from the Clerk of  
the National Assembly  
inviting/requesting stakeholders  
views on the Treaty.**

# 'Flying President Ruto' held down by Gen Z

Ruto made 62 visits to 38 countries in his first 20 months in office.

His predecessor, Uhuru Kenyatta made 22 such trips in ten years.

**BENJAMIN IMENDE, NAIROBI**

Once a globe-trotting president, William Ruto is now held back in the country as the youth holds their twice weekly nationwide protests.

Ruto has so far skipped or rescheduled six trips abroad.

Last week, Dr Ruto missed the sixth Mid-Year Coordination Meeting of the African Union (AU) in Accra, Ghana, three trips within Africa, two trips to Europe, and one trip to the United States.

Ruto, appointed in February as the AU Champion for Institutional Reform, a post initially held by President Paul Kagame of Rwanda, had made 22 visits to 38 countries in his first 20 months in office.

Since the protests began on June 18, which have left at least 50 people dead according to the Kenya National Commission on Human Rights, the President's travels have, however, been limited to within the country. He has toured Nyandarua, Kajado, and Bomet.

This limited travel, according to high placed sources, is meant to address the protests in which the Generation Z (Gen Z) are demanding reforms, accountability, and good leadership, from his administration. "I have said going forward, I will protect the nation," Ruto said on Sunday, addressing a roadside gathering after attending a church service at Africa Gospel Church in Chebango, in Bomet County.

The President was responding to protesters' threats that they will "occupy" the Central Business District (CBD) and major towns across the country.

"They said we should not pass the Finance Bill, and I dropped it. Then I called them, and they said they didn't want to come for talks with me. I told me to go to X [spaces], and I went there, but they ran away," Ruto said.

Previously dubbed a "flying president" with a penchant for lengthy speeches on global platforms, Ruto skipped the AU meeting attended by Egypt Prime Minister Mostafa Madbouli, Nigerian President Bola Tinubu, and his Ghanaian counterpart Nana Akufo-Addo, among other heads of state and top government officials. The meeting, which started on July 18, focused on education as a key driver of growth, inclusion, and improved quality of life.

"Part of the agenda of the two-day ministerial meeting was elections and appointments of officials to African Union organs and insti-

tutions," Doreen Apollon, of the AU Directorate of Information and Communication, said in a statement.

In contrast to his predecessor, Uhuru Kenyatta, who made 22 official trips outside the country during his ten-year rule, Ruto has visited Belgium, China, Comoros, Democratic Republic of Congo, Republic of Congo, Djibouti, Egypt, Eritrea, Germany, Israel, Mozambique, The Netherlands, Rwanda, Senegal, South Africa, South Korea, Switzerland, and Zambia, among others. These trips often involved top state officials, and the use of hired luxury jets that cost taxpayers billions of shillings every year, according to Auditor General Nancy Gathungu.

"When I saw the debate in Kenya as to how I traveled to the US, there were all manner of figures. People saying it cost Sh200 million to travel because I wanted to arrive in style holding Rachel's (First Lady) hand, I am a very responsible steward. There is no way I can spend Sh200 million. In fact, let me disclose here that the trip cost Kenya less than Sh10 million. I am not a madman. When I was told the cheapest plane was Sh70 million, I instructed my office to book KQ (Kenya Airways). Some friends heard I was going to travel with KQ, asked how much I was paying, and then offered me a plane for Sh10 million."

Ruto's last trip was in early June to South Korea, where he announced, in a BBC interview, that he would be flying to Egypt to attend a dialogue on peace in conflict areas like Somalia, the DRC, and Sudan.

"It was a candid conversation I had, for example, with President Biden. I was very categorical that it doesn't look fair that the war in Ukraine is receiving attention, while the war in Gaza is receiving attention, while the serious situations in Somalia, the DRC, and Sudan are not receiving attention," Ruto said.

The President's aides and the Ministry of Foreign Affairs confirmed that the trip arrangement had been finalised, with the advance team flying to Egypt a month earlier to discuss a Memorandum of Understanding (MoU) between the two countries.

The state visit organized in March was to finalise the creation of a vibrant Kenya-Egypt Joint Commission for Cooperation. Egypt's Foreign Affairs Minister Sameh Shoukry, who



President William Ruto with Kenya Africa Gospel Church Bishop Robert Lang at during the official opening of Chebango Church in Bomet County on Sunday. [PCS]

brought a special message from President Abdel Fattah El Sisi, visited Kenya on March 7 before Kenyan officials left for Egypt.

"Kenya and Egypt enjoy cordial diplomatic relations marked by a shared commitment to pan-Africanism and peaceful coexistence. The recent Kenya-Egypt Joint Commission for Cooperation ended with the signing of MoUs on renewable energy, maritime

affairs, veterinary services, and arts and culture," Ruto said on March 7.

"The technical team from across the government sectors had flown to Europe. Ruto would have used to the meeting, and others, to campaign for Opposition leader Raila Odinga for the AU Commission chairman seat," said a top Foreign Affairs official. "But he has not left the country since Gen Z started demonstrating on June 18."

As a result, Ruto called Egypt President Abdel Fattah El-Sisi on Saturday. The Presidency Spokesman and Counsellor, Dr Ahmed Fahmy, said the call tackled a multitude of issues in the African arena.

"The two presidents agreed to continue intensive consultations in the coming period on all issues of mutual concern," Fahmy said in a press statement posted on www.presidency.go.ke on Saturday.

The trip to Egypt was to be followed by visits to Tanzania and South Africa, amid concerns that these countries were interested in fielding a candidate for the AU commission against Odinga.

"After Tanzania, he was to head to South Africa, then Nato in the US. There is also a pending trip to Turkey," a source privy to Foreign Affairs issues said.

After South Africa, it was unclear if President Ruto would return to Nairobi before flying to the Nato summit in Washington, USA, held a week ago to discuss Russia's war in Ukraine.

The alliance was set to discuss threats posed by China and the security situation in the Indo-Pacific region.

US President Joe Biden designated Kenya as a major non-Nato ally during the latter's visit to the US in May.

**MORE STORIES**

Uganda police surround opposition leader Wine's party headquarters

PAGE 36



62

TRIPS

THE NUMBER OF foreign trips President William Ruto has made in his first 20 months.

REPUBLIC OF KENYA  
**THE NATIONAL ASSEMBLY**  
 THIRTEENTH PARLIAMENT - THIRD SESSION (2024)

IN THE MATTER OF ARTICLES 2(5) & (6) AND 118 (1)(b) OF THE CONSTITUTION AND SECTION 8 OF THE TREATY MAKING AND RATIFICATION ACT, CAP 40  
 AND  
 IN THE MATTER OF CONSIDERATION BY THE NATIONAL ASSEMBLY OF ACCESSION TO THE AGREEMENT ON THE ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE

**INVITATION TO SUBMIT MEMORANDA**

WHEREAS Article 118(1)(b) of the Constitution requires Parliament to facilitate public participation and involvement in the legislative and other business of Parliament and its Committees;

AND WHEREAS the Agreement on the establishment of the Global Green Growth Institute was tabled in the House on 18<sup>th</sup> May, 2024 and committed to the Departmental Committee on Environment, Forestry and Mining for consideration and reporting to the House;

IT IS NOTIFIED that:-

- (1) The Republic of Kenya seeks to accede to the Agreement for the Establishment of the Global Green Growth Institute, which came into force in 2012.
- (2) The Global Green Growth Institute is a treaty-based intergovernmental organization that aims to promote sustainable economic growth in developing countries and emerging economies by:
  - (a) supporting a new balanced advance of economic growth and environmental sustainability;
  - (b) targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and
  - (c) creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

NOW THEREFORE, in compliance with Articles 118(1)(b) and 2(5) & (6) of the Constitution as well as Section 8 of the Treaty Making and Ratification Act, Cap. 40, the Clerk of the National Assembly hereby invites members of the public and stakeholders to submit memoranda on the Agreement to the Departmental Committee on Environment, Forestry and Mining.

The memoranda should be addressed to the Clerk of the National Assembly, P.O. Box 41842-00100, Nairobi; hand-delivered to the Office of the Clerk, Main Parliament Buildings, Nairobi; or emailed to [ena@parliament.go.ke](mailto:ena@parliament.go.ke); to be received on or before Monday 5<sup>th</sup> August, 2024 at 5.00 p.m.

The full text of the Agreement and the accompanying Memoranda to the National Assembly may be accessed at [www.parliament.go.ke/the-national-assembly/house-business/paper-laid](http://www.parliament.go.ke/the-national-assembly/house-business/paper-laid).

S. NJOROGE, CBS  
 CLERK OF THE NATIONAL ASSEMBLY

Tuesday, 23<sup>rd</sup> July, 2024

"For the Welfare of Society and the Just Government of the People"

① DLPS  
Please deal  
SR  
16/05/24



SECRET

OFFICE OF THE CABINET SECRETARY

MFA/RT/TCA/30/ VOL. I (42)

13<sup>TH</sup> May 2024

Mr. Samuel Njoroge, CBS  
The Clerk of the National Assembly  
Parliament Buildings  
**NAIROBI**

② HTO  
Please  
process



Dear Njoroge,

[Signature]  
17/5/24

**RE: KENYA'S ACCESSION TO THE AGREEMENT ON THE ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

Reference is made to the abovementioned subject matter.

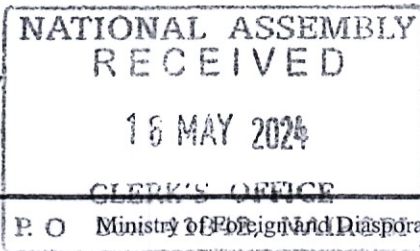
- GGGI is a treaty-based Intergovernmental organization that supports and promotes sustainable economic growth in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV), and helps address policy and capacity gaps and challenges. Its vision is a low-carbon, resilient world of strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.
- GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October, 2012 following signing of the Agreement by sixteen (16) countries and accession by five (5) countries. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: African Member Countries: Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.

Ms. Hellen Ekadeli

Pls bring to the attention  
the Committee


SECRET

21/06/24



3. The headquarters of the GGGI is located in Seoul, the Republic of Korea.
4. To become a GGGI Member State, a Government first submits a Letter of Intent addressed to the Director-General. Kenya's Letter of Intent to join as a member of the Agreement on the Establishment of the Global Green Growth Institute was signed on November 23, 2022, by the Cabinet Secretary for Foreign and Diaspora Affairs in a letter addressed to the Director-General of the Global Green Growth Institute.
5. On January 11, 2023, the Office of the Director General, GGGI communicated its approval of Kenya to join the GGGI. In the same communication, GGGI requested Kenya for a grant of the privileges immunity agreement.
6. As part of the accession process, a Cabinet Memorandum was submitted to the Cabinet for approval for accession on May 2023 in line with section 7 of the Treaty Making and Ratification Act, *Rev.* 2012. Further, the Cabinet approved accession for GGGI during its meeting held on 13<sup>th</sup> December 2023.
7. In line with the provisions of the Treaty Making and Ratification Act, Cap 4D, my Ministry has prepared a Parliamentary Memorandum seeking approval of the National Assembly for Kenya to accede to the Agreement establishing GGGI.
8. The Parliamentary Memorandum alongside a copy of the Agreement is herewith forwarded for your further necessary action.

Yours

*Sincerely,*  


**HON. DR. MUSALIA MUDAVADI, EGH**  
**PRIME CABINET SECRETARY AND CABINET SECRETARY**  
**FOREIGN AND DIASPORA AFFAIRS**

Encl.



① DLPS  
Please deal  
SR  
16/05/24



SECRET

OFFICE OF THE CABINET SECRETARY

MFA/RT/TCA/30/ VOL. I (42)

13<sup>TH</sup> May 2024

Mr. Samuel Njoroge, CBS  
The Clerk of the National Assembly  
Parliament Buildings  
**NAIROBI**

② HTO  
Please  
process



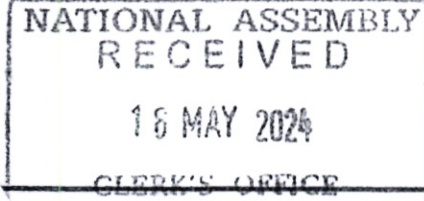
[Signature]  
17/5/24

Dear Njoroge,

**RE: KENYA'S ACCESSION TO THE AGREEMENT ON THE ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

Reference is made to the abovementioned subject matter.

- GGGI is a treaty-based Intergovernmental organization that supports and promotes sustainable economic growth in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV), and helps address policy and capacity gaps and challenges. Its vision is a low-carbon, resilient world of strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.
- GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October, 2012 following signing of the Agreement by sixteen (16) countries and accession by five (5) countries. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: African Member Countries: Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.



Ms. Hellen Ekeleli

Pls bring to the attention  
the committee

SECRET

21/06/24

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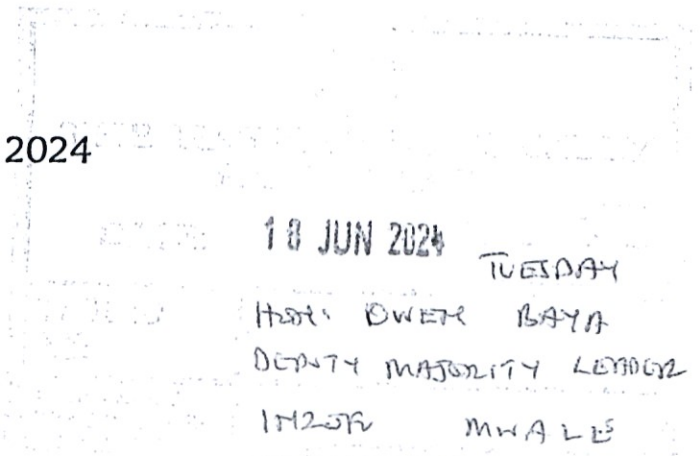
PARLIAMENTARY MEMO NO: ..... /.....



PARLIAMENTARY MEMORANDUM  
ON  
KENYA'S ACCESSION TO THE  
AGREEMENT ON ESTABLISHMENT OF THE GLOBAL GREEN GROWTH  
INSTITUTE (GGGI)

[SUBMITTED BY THE PRIME CABINET SECRETARY/ CABINET SECRETARY  
FOR FOREIGN AND DIASPORA AFFAIRS]

MAY 2024



SECRET

and challenges. Its vision is a low carbon, resilient world of strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.

2.2. GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: Australia, Bahrain, Cambodia, Colombia, Costa Rica, Denmark, Ecuador, El Salvador, Fiji, Guyana, Hungary, Indonesia, Jordan, Kazakhstan, Kiribati, Korea, Kyrgyz Republic, Lao PDR, Mexico, Mongolia, Nepal, Nicaragua, Norway, OECS, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Sri Lanka, Thailand, Togo, Tonga, Turkmenistan, United Arab Emirates, UK, Uzbekistan, Vanuatu, Viet Nam.

**African Member Countries:** Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.

2.3. The headquarters of the GGGI is located in Seoul, the Republic of Korea.

### 3.0. NEW MEMBERSHIP TO GGGI

3.1.3.A host country agreement negotiation on the GGGI Agreement on the legal status and privileges immunity was held on July 2023 with Kenya's negotiating team and GGGI representatives.

3.2. As part of the accession process, a Cabinet Memorandum was submitted to the Cabinet for approval for accession on May 2023 in line with section 7 of the Treaty Making and Ratification Act, *Rev. 2012*. Further, the Cabinet approved accession for GGGI during its meeting held on 13<sup>th</sup> December 2023.

#### 4.0. OBJECTIVES OF GGGI AGREEMENT

4.1. Under Article 2 of the Agreement establishing the GGGI its objectives include:

4.1.1. Promote sustainable development of developing and emerging countries, including the least developed countries, by:

- i) Supporting and diffusing a new paradigm of economic growth; green growth which is a balance advance of economic growth and environmental sustainability;
- ii) Targeting key aspects of economic performance and resilience, poverty reduction, job creation, and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity

- iv) Disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development; and
- v) Performing any other activities relevant to the objectives of the GGGI.

## 5.0. MANDATE OF GGGI

The Mandate of GGGI's comprises the following:

- 5.1. Support its Members needs' in transforming their economies toward environmentally sustainable and socially inclusive green growth.
- 5.2. Plays the role of an enabler and facilitator of Members' transition into a low-carbon green economy, providing policy advice and technical support in the development of green growth plans, policies and regulations, mobilization of green investments, implementation of green growth projects, and development of local capacities and knowledge sharing.
- 5.3. Supporting its Members to develop and implement green growth plans and strategies adopted by governments, translated into green investment plans and financing vehicles aligned with national priorities and supported by knowledge sharing and best

- a) Electing Members to the Council, in accordance with article 8.2 and considering the principle of rotation
  - b) Appointing the Director General who shall be nominated by the Council;
  - c) Considering and adopting amendments to the agreements in accordance with Article 24;
  - d) Advising on the overall direction of the GGGI'S work;
  - e) Reviewing progress in meeting the GGGI'S objectives; and
  - f) Receiving reports from the secretariat on strategic, operational, and financial matters.
- vi) If elected to the Council pursuant to Article 8(5), Kenya shall be required to participate in:
- a) Present a director-general for appointment by the assembly.
  - b) Approve the GGGI'S strategy, and review the results, monitoring, and evaluation framework;
  - c) Approve the annual work program and budget;
  - d) Approve audited financial statements;
  - e) Approve the admission of new members to the advisory committee in accordance with Article 9.2;
  - f) Approve the criteria for country program selection, which shall be consistent with the objectives of the GGGI and based, *inter alia*, on objective criteria;
  - g) Approve the council Sub-Committees membership; and

## 8.0. JUSTIFICATION AS TO WHY KENYA SHOULD ACCEDE TO GGGI

- 8.1. The GGGI Agreement is one of the key legal instruments that would strengthen national efforts to realize Kenya's constitutional objectives and values. article 42 (a) of the Constitution of Kenya, 2010 notes that every person has the right to a clean and healthy environment which includes the right to have the environment protected for the benefit of present and future generations through legislative and other measures.
- 8.2. In addition, Kenya has put in place several domestic policies, legislative frameworks, and institutional frameworks related to sustainable development and is operationalizing the Green Economy Strategy and Implementation Plan 2016, the Climate Change Act 2016, National Adaptation Plan 2016-2030, National Climate Finance Policy, National Climate Change Action Plan 2018-2022 and Mid Term Plan III 2018-2022.
- 8.3. On 5th August 2019, the National Treasury endorsed the collaboration between GOK and GGGI since it complements national priority areas and provides a platform for Kenya to share knowledge and learn from other members. Furthermore, the National Treasury and Planning has a Climate Finance and Green Economy Unit as the country is partnering with the GGGI on the mobilization of Green Finance for Green Investments.

change action plan, 2018-2022 actively supports the global transition to a low carbon economy through its domestic policies, international climate diplomacy and international climate finance.

8.7. The GGGI African Program currently has 40 projects in implementation with a green investment Project Portfolio of USD 1.87 Billion in capital cost requirement. The beneficiary member countries include Burkina Faso, Cote d'Ivoire, Ethiopia, Rwanda, Senegal, and Uganda. This presents an opportunity that enables the country to carry out its development objectives with a climate lens. GGGI as a delivery partner for GCF is a great opportunity for Kenya to leverage more projects financing from GCF.

## 9.0. CONSTITUTIONAL AND LEGISLATIVE IMPLICATIONS ON KENYA UPON ACCEDING TO GGGI AGREEMENT

9.1. The accession of GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislations and policies).

## 10.0. IMPLICATION RELATING TO COUNTIES

The obligations imposed under the Agreement are under the purview of the National Government.



## 14.0. RESERVATIONS

14.1. Article 23 of the GGGI Agreement does not allow reservations to be made to the Agreement; however, article 24 of the Agreement permits amendments to be presented for consideration, and Article 25 provides for withdrawal from GGGI Agreement via written notification. Such withdrawal will take effect six months after the date of receipt by the Director General of the Secretariat of the notification.

## 12.0 RECOMMENDATION TO THE NATIONAL ASSEMBLY

14.2. In consideration of the aforementioned facts, the National Assembly is invited to:

- i) Note the contents of the Parliamentary Memorandum;
- ii) Approve Kenya's accession to the Agreement on the Establishment of the Global Green Growth Institute (GGGI); and
- iii) Direct the Prime Cabinet Secretary for Foreign and Diaspora Affairs to prepare and deposit instruments of accession to the relevant depository.

## **Agreement on the Establishment of the Global Green Growth Institute**

The Parties to this Agreement,

Acknowledging that the integration of economic growth and environmental sustainability is essential for the future of humankind;

Recognizing the need to develop and diffuse a new model of economic growth—green growth—that simultaneously targets economic performance and environmental sustainability, ultimately supporting the global paradigm shift towards a sustainable economy;

Supporting the sustainable development of developing and emerging countries, including the poorest communities within those countries and the least developed countries, through effective green growth strategies and plans that deliver poverty reduction, job creation and social inclusion in an environmentally sustainable manner;

Striving to achieve the sustainable development of the international community through dialogue, collective learning and collaboration between developed and developing countries and the public and private sectors;

Contributing to the successful outcome of the United Nations process on sustainable development and attainment of other internationally agreed goals, including the Millennium Development Goals such as eradicating extreme poverty and hunger, ensuring environmental sustainability and developing global partnerships for development;

Pursuing a close collaboration with other international organizations and international financial institutions that promote green growth;

Understanding that the design and implementation of green growth require continuity and a long term perspective;

Noting that a new kind of interdisciplinary and multi-stakeholder international organization is necessary to effectively address climate change and implement low-carbon development strategies; and

Desiring to establish the Global Green Growth Institute as an international organization;

Have agreed as follows:

**Article 1**  
**ESTABLISHMENT**

1. The Global Green Growth Institute is hereby established as an international organization (hereinafter referred to as the “GGGI”).
2. The headquarters of the GGGI shall be located in Seoul, the Republic of Korea.

**Article 2**  
**OBJECTIVES**

The GGGI shall promote sustainable development of developing and emerging countries, including the least developed countries, by:

- a. supporting and diffusing a new paradigm of economic growth: green growth, which is a balanced advance of economic growth and environmental sustainability;
- b. targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and
- c. creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

**Article 3**  
**DEFINITIONS**

For the purposes of this Agreement:

- a. *contributing member* means a Member of the GGGI that has provided a multi-year financial contribution of core funding of no less than 15 million USD over three years or 10 million USD over the first two years. The level and nature of contribution required to qualify as a contributing member shall be kept under review by the Assembly, and may be adjusted by the Assembly by consensus to support the growth of the GGGI over time;

b. *participating member* means a Member of the GGGI that is not a contributing member under paragraph a;

c. *members present and voting* means members present and casting an affirmative or a negative vote. A quorum for any decision of the Assembly or Council shall be a simple majority of the members of the respective organ. For the avoidance of doubt, signatory States and regional integration organizations under Article 5.3 shall be counted for the purposes of quorum at the first session of the Assembly; and

d. *the Organization* means the body known as the Global Green Growth Institute established as a non-profit foundation on 16 June 2010 in the Republic of Korea.

#### **Article 4**

#### **ACTIVITIES**

In order to accomplish its objectives, the GGGI shall engage in the following types of activities:

a. supporting developing and emerging countries with capacity building to design and implement green growth plans at the national, provincial, or local level to facilitate poverty reduction, job creation and social inclusion;

b. pursuing research to advance the theory and practice of green growth, drawing particularly from the experience of governments and industries;

c. facilitating public-private cooperation to foster an enabling environment for resource-efficient investment, innovation, production and consumption, and diffusion of best practices;

d. disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development; and

e. performing any other activities relevant to the objectives of the GGGI.

**Article 5**  
**MEMBERSHIP**

1. A state or regional integration organization\* shall become a Member of the GGGI by becoming Party to this Agreement. The membership of the GGGI is open to any member state of the United Nations or regional integration organization that subscribes to the objectives of the GGGI under Article 2.

2. No Member shall be liable, by reason of its status or participation in the GGGI, for acts, omissions or obligations of the GGGI.

3. Signatory States and regional integration organizations that have not submitted an instrument of ratification, acceptance or approval to the Director-General by the time of entry-into-force of the Agreement shall, at the first session of the Assembly, have the same capacities as Members, including the right to vote and the ability to be elected to, and serve on, the Council. For the avoidance of doubt, this paragraph shall not apply in relation to subsequent sessions of the Assembly.

4. Any regional integration organization which becomes a Party to the Agreement without any of its member states being a Party shall be bound by all the obligations under the Agreement. In the case of such organizations, where one or more of its member states is a Party to the Agreement, the organizations and its member states shall decide on their respective responsibilities for the performance of their obligations under the Agreement. A separate arrangement on the modalities of the exercise of membership shall be negotiated prior to membership for regional integration organizations and subsequently approved by the Assembly.

5. In their instruments of ratification, acceptance, approval or accession, regional integration organizations shall declare the extent of their competence with respect to the matters governed by the Agreement. These organizations shall also inform the Depository, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

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\* Regional integration organization shall mean an organization constituted by sovereign states of a given region, to which its member states have transferred competence in respect of matters governed by the present Agreement.

**Article 6**  
**ORGANS**

1. The GGGI shall have an Assembly, a Council, an Advisory Committee and a Secretariat as its principal organs.
2. Branch offices or other subsidiary organs of the GGGI may be established if the Assembly so decides as required to support its activities.

**Article 7**  
**THE ASSEMBLY**

1. The Assembly is the supreme organ of the GGGI and shall be composed of Members.
2. The Assembly shall meet once every two years in ordinary sessions, or as otherwise decided by the Assembly. An extraordinary session of the Assembly shall be convened upon the initiative of one-third of its Members. Sessions of the Assembly shall take place at the headquarters of the GGGI, unless the Assembly decides otherwise.
3. The Assembly shall adopt its rules of procedure by consensus at its first session. For the avoidance of doubt, this Agreement prevails to the extent of any inconsistency between this Agreement and the rules of procedure.
4. The Assembly may grant Observer status to non-state entities such as intergovernmental organizations, private companies, research institutes and non-governmental organizations (NGOs), based on criteria agreed by the Assembly. Representatives with Observer status may engage in discussions in the Assembly but shall not have voting rights in Assembly deliberations. Further provisions relating to the participation of Observers in the Assembly may be made in the rules of procedure referred to in paragraph 3.
5. The functions of the Assembly shall include:
  - a. electing Members to the Council, in accordance with Article 8.2, and considering the principle of rotation;
  - b. appointing the Director-General who shall be nominated by the Council;
  - c. considering and adopting amendments to this Agreement, in accordance with Article 24;
  - d. advising on the overall direction of the GGGI's work;

- e. reviewing progress in meeting the GGGI's objectives;
- f. receiving reports from the Secretariat on strategic, operational and financial matters; and
- g. providing guidance on cooperative partnerships and linkages with other international bodies in accordance with Article 16.

6. Each Member shall be entitled to one vote.

7. Members that are regional integration organizations shall, in matters for which they are responsible in accordance with Article 5.4 and 5.5, exercise their right to vote with a number of votes equal to the number of their member states that are Parties to the Agreement. The modalities of the exercise of membership rights shall be included in the separate arrangement set out in Article 5.4 to be negotiated prior to membership for regional integration organizations.

8. The Assembly shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the President, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Assembly.

9. The Assembly shall elect one President and two Vice-Presidents with terms of two years.

10. The President, with the support of the Vice-Presidents, shall preside over the Assembly and shall carry out the duties which are entrusted to her or him.

11. The President shall be responsible to the Assembly while it is in session.

#### **Article 8**

#### **THE COUNCIL**

1. The Council shall act as the executive organ of the GGGI and shall, under the guidance of the Assembly, be responsible for directing the activities of the GGGI.

2. The Council shall consist of no more than seventeen members, as follows:

- a. five contributing members elected by the Assembly;
- b. five participating members elected by the Assembly;

- c. five experts or non-state actors who can contribute substantially to the objectives of the GGGI, appointed by the Council;
  - d. the host country, which shall have a permanent seat on the Council; and
  - e. the Director-General without a voting right.
3. The members of the Council specified in paragraph 2 a, b and c shall serve for terms of two years, except as provided in paragraph 4.
4. The Assembly shall ensure that around half of the initial Council members elected under paragraph 2 a, b and c are elected for an initial term of one year, for the purposes of continuity of Council membership.
5. The functions of the Council, under the guidance of the Assembly, shall be to:
- a. nominate a Director-General for appointment by the Assembly;
  - b. approve the GGGI's strategy, and review the results, monitoring and evaluation framework;
  - c. approve the annual work program and budget;
  - d. approve audited financial statements;
  - e. approve the admission of new members to the Advisory Committee in accordance with Article 9.2;
  - f. approve the criteria for country program selection, which shall be consistent with the objectives of the GGGI and based, *inter alia*, on objective criteria;
  - g. approve the Council Sub-Committees' membership; and
  - h. perform any other functions delegated by the Assembly or conferred elsewhere in this Agreement.
6. Each member of the Council shall be entitled to one vote except for the Director-General.
7. The Council shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the Chair, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Council.
8. The Council shall adopt its rules of procedure by consensus at its first session.
9. The Council shall elect one Chair and two Vice-Chairs with terms of two years.



10. The Chair, with the support of the Vice-Chairs, shall preside over the Council and shall carry out the duties which are entrusted to her or him.

11. The Chair shall be responsible to the Council while it is in session.

12. For the effective coordination and operation, the Council may establish sub-committees including, as appropriate, a Facilitative Sub-Committee, a Human Resources Sub-Committee, a Program Sub-Committee and an Audit & Finance Sub-Committee. The Audit & Finance Sub-Committee shall be chaired by a contributing member.

#### **Article 9**

#### **THE ADVISORY COMMITTEE**

1. The Advisory Committee, as a consultative and advisory organ of the GGGI, shall have a key role in:

- a. serving as a forum for public-private cooperation on green growth; and
- b. advising the Council on the strategy and activities of the GGGI, including with regard to any synergies and linkages between the GGGI and other actors that may be pursued through Article 16.

2. The Advisory Committee shall be composed of leading, relevant experts and non-state actors. Applications for membership to the Advisory Committee shall be presented to the Director-General in writing, and shall be approved by the Council in accordance with Article 8.5 e.

3. The Advisory Committee shall meet in regular session which shall be held once a year unless it decides otherwise.

4. The Advisory Committee shall adopt its rules of procedure, and may elect a Chair and a Vice Chair.

#### **Article 10**

#### **THE SECRETARIAT AND DIRECTOR-GENERAL**

1. The Secretariat shall, under the guidance of the Council and Assembly, be the chief operational organ of the GGGI, and be headed by a Director-General.

2. The Director-General shall be nominated by the Council and appointed by the Assembly. The Director-General may participate in meetings of the Council and the Assembly, but shall not vote at such meetings.
3. The Director-General shall be appointed for an initial term of four years and may be reappointed for a further term.
4. In addition to any functions conferred on the Director-General elsewhere in this Agreement or by the Council or Assembly from time to time, the Director-General shall, under the guidance of the Council and Assembly:
  - a. provide strategic leadership for the GGGI;
  - b. prepare all necessary operational and financial documents;
  - c. report on the overall implementation of the GGGI's activities and bring to the attention of the Council any matter which he or she considers might impact on the fulfillment of the GGGI's objectives;
  - d. carry out the directions of the Assembly and the Council; and
  - e. represent the GGGI externally and develop strong relations with Members and other stakeholders.
5. The Secretariat shall be responsible to the Director-General and shall, *inter alia*, support the Director-General in carrying out the functions listed in paragraph 4 and the core activities of the GGGI.
6. In the performance of their duties, the Director-General, and the staff of the Secretariat shall neither seek nor receive instructions from any state or from any authority external to the GGGI. They shall refrain from any action which might reflect adversely on their position as international officials.
7. The Director-General shall appoint the staff of the Secretariat in accordance with staff regulations approved by the Council. Efficiency, competence, merit and integrity shall be the necessary considerations in the recruitment and employment of the staff, taking into account the principle of gender equality.

#### Article 11

#### WORKING LANGUAGE

The working language of the GGGI shall be English.

## **Article 12**

### **FINANCE**

1. The GGGI shall obtain its financial resources through:
  - a. voluntary contributions provided by Members;
  - b. voluntary contributions provided by non-governmental sources;
  - c. the sale of publications and other revenue;
  - d. interest income from trusts; and
  - e. any other sources in accordance with the financial rules to be adopted by the Assembly by consensus.
2. Members are encouraged to support the GGGI and ensure its financial stability through voluntary annual contribution of core funding, active engagement in its activities or other appropriate means.
3. To promote financial transparency, a financial audit of the operations of the GGGI shall be conducted on an annual basis by an independent external auditor appointed by the Council and the audit shall be conducted in accordance with international auditing standards.
4. The audited financial statements shall be made available to Members as soon as possible after the close of each financial year, but not later than six months after that date, and shall be considered for approval by the Council at its next session, as appropriate.

## **Article 13**

### **DISCLOSURE**

The organs of the GGGI shall develop a comprehensive disclosure policy which ensures transparency in the work of the GGGI, including:

- a. the discussions, decisions and documents received, reviewed and adopted by the Assembly;
- b. the criteria on which non-state entities are granted Observer status;
- c. the discussions, decisions and related documents in the Council;
- d. the criteria on which experts and non-state actors in the Council are selected;
- e. the criteria and methodology for country program selection;
- f. the criteria on which the members of the Advisory Committee are approved; and
- g. the GGGI's annual audited financial statements.

#### **Article 14**

### **LEGAL PERSONALITY AND CAPACITY**

The GGGI shall possess legal personality and have the capacity:

- a. to contract;
- b. to acquire and dispose of immovable and movable property; and
- c. to institute and defend itself in legal proceedings.

#### **Article 15**

### **PRIVILEGES AND IMMUNITIES**

The GGGI may enjoy such privileges and immunities in the member state in which it is headquartered, and may seek such privileges and immunities in other Members, as may be necessary and appropriate for the proper functioning of the GGGI in the territory of member states, in due consideration of such privileges and immunities as are customarily accorded to a similar types of international organization. Such privileges and immunities shall be specified in a separate agreement that may be concluded among the Members or between the GGGI and the individual Member.

#### **Article 16**

### **COOPERATIVE PARTNERSHIPS**

1. The GGGI may establish cooperative relationships with other organizations, including international, intergovernmental and non-governmental organizations, with a view to further the objectives of the GGGI.
2. The GGGI may also invite organizations with which it shares similar objectives in green growth, to enter into a strategic partnership for mutual cooperation on a medium or long-term basis.

#### **Article 17**

### **TRANSITIONAL PROVISIONS**

1. Until such time as the Secretariat of the GGGI has been established, the Organization shall serve and perform functions of the Secretariat. The Executive Director of the Organization shall serve as the

Director-General of the GGGI until the Assembly appoints the Director-General in accordance with Article 7.5b.

2. Upon the entry into force of this Agreement, the rights, obligations, undertakings, existing branch/regional offices<sup>†</sup> and property of the Organization above shall devolve to the GGGI in accordance with any necessary processes of that body.

3. The rules, regulations, resolutions, procedures and practices of the Organization shall apply to the GGGI until otherwise decided by the Assembly, the Council or the Director-General as appropriate, and only to the extent that they are not inconsistent with this Agreement or with any rules, regulations, resolutions, procedures and practices adopted by the Assembly or the Council.

4. Until a sufficient number of states and regional integration organizations become Party to this Agreement, each number specified in the respective subparagraphs a through c of Article 8.2 as a requirement for the number of the Council members may be applied flexibly as decided by the Assembly.

#### **Article 18 DEPOSITARY**

The Director-General of the Secretariat shall be the Depositary of this Agreement.

#### **Article 19 SIGNATURE**

This Agreement shall be open for signature at Rio de Janeiro in Brazil as of 20 June 2012 and shall remain open for signature for twelve months.

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<sup>†</sup> On the issue of devolvement of the GGGI's regional offices, consultation with the governments of Denmark and the United Arab Emirates will be necessary.

**Article 20**

**RATIFICATION, ACCEPTANCE AND APPROVAL**

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory States and regional integration organizations.
2. Instruments of ratification, acceptance or approval shall be deposited with the Depositary.

**Article 21**

**ACCESSION**

1. This Agreement shall be open for accession by any state or regional integration organization which has not signed the Agreement.
2. Instruments of accession shall be deposited with the Depositary.

**Article 22**

**ENTRY INTO FORCE**

1. This Agreement shall enter into force on the thirtieth day after the deposit of the third instrument of ratification, acceptance, approval or accession.
2. For each state or regional integration organization ratifying, accepting, approving or acceding to this Agreement after the entry into force, this Agreement shall enter into force on the thirtieth day after the deposit of the respective instrument.

**Article 23**

**RESERVATIONS**

No reservations shall be made to the Agreement.

**Article 24**  
**AMENDMENTS**

1. Any Party to this Agreement may propose an amendment to this Agreement by submitting such a proposal to the Director-General of the Secretariat. The Director-General shall communicate a proposed amendment to all the Members of the GGGI at least ninety days prior to its consideration by the Assembly.

2. An amendment to this Agreement shall enter into force for those Parties having accepted it on the ninetieth day after the deposit of an instrument of acceptance by at least three-quarters of the Parties to this Agreement, unless otherwise specified in such an amendment, after adoption by the Assembly. In addition, instruments of acceptance shall be required from three-quarters of contributing members, as well as three-quarters of participating members, for entry-into-force.

**Article 25**  
**WITHDRAWALS**

Any Party may withdraw from this Agreement by written notification, of its intention to withdraw from this Agreement. Such withdrawal shall take effect six months after the date of receipt by the Director-General of the Secretariat of the notification.

**Article 26**  
**INTERPRETATION**

Any question of interpretation of the provisions of this Agreement arising between any Member and the GGGI or between any Members of the GGGI shall be submitted to the President of the Assembly for decision by the Assembly. The Assembly shall make every effort to reach a decision by consensus. If all efforts at consensus have been exhausted, and no consensus reached, such decisions shall as a last resort be adopted by three-quarters of members present and voting. In addition, the adoption of such decisions shall require three-quarters of contributing members present and voting, as well as three-quarters of participating members present and voting. This Agreement, including the aforementioned decisions, shall be interpreted in accordance with customary rules of interpretation of public international law, including the Vienna Convention on the Law of Treaties adopted in 1969.

**Article 27**  
**CONSULTATIONS**

1. Any Members of the GGGI may request in writing consultations with the Director-General of the GGGI or with other Members concerning any matter on the implementation, application or operation of this Agreement.
2. Parties to those consultations shall make every effort to arrive at a mutually satisfactory resolution of the matter.
3. The consultations under this Article shall not be disclosed to any other party unless otherwise agreed, and are without prejudice to the right of a Member to raise a matter in the Assembly.

**Article 28**  
**TERMINATION**

1. This Agreement may only be terminated through a decision by consensus in the Assembly of all Members.
2. Any decision taken under paragraph 1 shall not take effect before twelve months have expired, unless otherwise decided by the Assembly by consensus.
3. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of termination of this Agreement, unless as otherwise agreed by the Assembly consensus.
4. Upon termination, the Assembly may agree, by consensus, to devolve the property and assets of the GGGI to one or more international bodies that have the same, or substantially the same, objectives of the GGGI as contained in Article 2. The property and assets of the GGGI may otherwise be redistributed to the Members according to any procedure agreed by the Assembly.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized thereto by their respective governments, have signed this Agreement.

Done at Rio de Janeiro, this twentieth day of June, two thousand and twelve, in the English language.



## **Annexure 5: SUBMISSIONS**

# SCRUTINY OF THE AGREEMENT ON THE ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)

## Brief Overview

1. On the **13<sup>th</sup> December 2023**, the Cabinet approved a Cabinet Memorandum on the accession for Global Green Growth Institute (GGGI) pursuant to section 7 of the Treaty Making and Ratification Act, 2012.
2. The Global Green Growth Institute (GGGI) is a treaty based intergovernmental organization that **supports and promotes sustainable economic growth** in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV), and help address policy and capacity gaps and challenges.
3. GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October, 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries.
4. GGGI currently has forty-eight (48) member states which include nine (9) African countries like Angola, Ethiopia, Rwanda, Uganda, Senegal and Zambia. The headquarters of GGGI is located in Seoul, Korea.

## Provisions of the Agreement

**Article 1** establishes the Global Green Growth Institute (GGGI) as an international organization. The objectives of the GGGI (**Article 2**) shall be to **promote sustainable development** of developing and emerging countries, including the least developed countries by supporting and diffusing green growth, which is a balanced advance of economic growth and environmental sustainability.

**Article 4** sets out the **activities** the GGGI shall engage in, in order to accomplish its objectives e.g support developing and emerging economies with capacity building to design and implement green growth plans; pursue research on green growth; facilitate public-private cooperation to foster an enabling environment for resource efficient investment and to disseminate evidence-based knowledge and enhance public awareness on green growth and sustainable development.

**Article 5**-provides for membership of the GGGI which is by becoming party to the Agreement and is open to any member state of the UN or any regional organization that subscribes to the objectives of GGGI. The organs of the GGGI include an Assembly, a Council, an Advisory

Committee and a Secretariat. **The Assembly** is the supreme organ of the GGGI and its functions include electing Members to the Council, appointing the Director General who is nominated by the Council and considering and adopting amendments to the Agreement (**Article 7**).

**The Council** is the executive organ of the GGGI and its functions include to nominate the Director General for appointment by the Assembly, to approve the annual work program and budget and to approve audited financial statements. (**Article 8**). **The Advisory Committee** is established as a consultative and advisory organ for the GGGI. Its role is to serve as a forum for public-private cooperation on green growth and to advise the Council on the strategy and activities of GGGI. (**Article 9**)

**Article 10** provides that the **Secretariat** shall, under the guidance of the Council and the Assembly, be the chief operational organ of the GGGI and be headed by the Director General. **Article 12** provides for the various ways the GGGI shall obtain its financial resources which includes through voluntary contributions by members and non-governmental sources, sale of publications and interest income from trusts.

**Article 14** provides that the GGGI shall have legal personality and capacity to contract, to acquire and dispose of immovable and movable property and to institute and defend itself in legal proceedings. Additionally, the GGGI may establish co-operative relationships with other organizations, including international, intergovernmental and non-governmental organizations, with a view to further the objectives of the GGGI. (**Article 16**)

**Article 17** provides for transitional provisions. Until such a time as the Secretariat of the GGGI is formed, the Organization shall perform functions of the Secretariat. **Article 18** provides that the Director General of the Secretariat shall be the Depositary of the Agreement.

**Article 20** provides that the Agreement shall be subject to ratification, acceptance or approval by the signatory States and regional integration organizations and the instruments of ratification, acceptance or approval shall be deposited with the Depositary. Further, the Agreement shall be open for accession by any state or regional integration organization which has not signed the Agreement and Instruments of accession shall be deposited with the Depositary. (**Article 21**)

**Article 22** provides that the Agreement shall enter into force on the thirtieth day after the deposit of the third instrument of ratification, acceptance, approval or accession. For each state or regional integration organization ratifying, accepting, approving or acceding to the Agreement after the entry into force, the Agreement shall enter into force on the thirtieth day after the deposit of the respective instrument.

**Article 23** provides that no reservations shall be made to the Agreement. Further, any Party to the Agreement may propose an amendment to the Agreement by submitting such a proposal to the Director-General of the Secretariat for consideration by the Assembly. (**Article 24**) An

amendment to the Agreement shall enter into force having accepted by at least three-quarters of the Parties to the Agreement, after adoption by the Assembly.

**Article 25** provides that any Party may withdraw from the Agreement by written notification, of its intention to withdraw from the Agreement. Such withdrawal shall take effect six months after the date of receipt by the Director- General of the Secretariat of the notification. The Agreement may only be terminated through a decision by consensus in the Assembly of all Members. (**Article 28**)

### **Obligations imposed to Member States by the GGGI**

Upon accession of the Global Green Growth Institute, Kenya shall be required to-

- 1) Attend and participate in the biennial meetings of the Assembly (Article 7(2));
- 2) Invest in public participation and awareness programs on green growth and sustainable development (Article 4(d));
- 3) Accord the GGGI privileges and immunities as may be necessary and appropriate for proper functioning (Article 15);
- 4) Guide cooperative partnerships and linkages with other international bodies (Article 16); and
- 5) Carry out all the functions of the Assembly including electing Members to the Council, appointing the Director-General, considering and adopting amendments to the Agreement and receiving reports from the Secretariat on strategic, operational and financial matters (Article 7(5)).
- 6) If elected to the Council, Kenya shall be able to participate in presenting a Director-General for appointment by the assembly, approve GGGI's strategy and review the results, monitoring and evaluation framework, approve the annual work program and budget, approve audited financial statements, approve the admission of new members to the advisory committee, approve the criteria for country program selection and approve the council Sub-Committees membership.

### **Whether there was compliance with the procedure for approval of a treaty as stipulated under the Treaty Making and Ratification Act, 2012**

- 1) The procedure for approval of Treaties is outlined in section 8 of the Treaty Making and Ratification Act, 2012 (hereinafter referred to as "the Act").

- 2) Section 8 (1) of the Act provides that where the Cabinet approves the ratification of a treaty, the Cabinet Secretary shall submit the Treaty and a memorandum on the Treaty to the Speaker of the National Assembly.
- 3) Subsection (3) provides that the relevant committee shall ensure public participation in the ratification process in accordance with laid down parliamentary procedures.

### **Observations**

- 1) The Agreement and its memoranda were submitted to the Speaker in accordance with section 8(1) of the Act;
- 2) Pursuant to section 8(3) of the Act, the Committee will conduct public participation on the Agreement vide print media.
- 3) The Agreement does not provide for reservations;
- 4) The accession of the Agreement on the GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislation and policies; and
- 5) The obligations imposed under the Agreement are under the purview of the National government.

### **Conclusion**

The Committee is expected to consider the Agreement and recommend its approval by the National Assembly with or **without reservations** pursuant to section 8(4) of the Treaty Making and Ratification Act (No. 45 of 2012)

**Mercy Wanyonyi, Senior Legal Counsel**

25/07/2024



## **BRIEF FOR USE DURING THE MEETING WITH THE DEPARTMENTAL COMMITTEE ON ENVIRONMENT, FORESTRY AND MINING TO CONSIDER KENYA'S ACCESSION TO THE AGREEMENT ON THE ESTABLISHMENT OF THE GLOBAL GREEN GROWTH INSTITUTE (GGGI)**

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1. The GGGI was established in 2012 at the Rio +20 United Nations Conference on Sustainable Development. The Agreement on GGGI was subject to ratification and the GGGI entered into force on 18<sup>th</sup> October 2012 following the signing of the Agreement by sixteen (16) countries and accession by five (5) countries. The headquarters of the GGGI is in Seoul, the Republic of Korea.
2. GGGI currently has forty-eight (48) member states which include nine (9) African Countries: Australia, Bahrain, Cambodia, Colombia, Costa Rica, Denmark, Ecuador, El Salvador, Fiji, Guyana, Hungary, Indonesia, Jordan, Kazakhstan, Kiribati, Korea, Kyrgyz Republic, Lao PDR, Mexico, Mongolia, Nepal, Nicaragua, Norway, OECS, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Sri Lanka, Thailand, Togo, Tonga, Turkmenistan, United Arab Emirates, UK, Uzbekistan, Vanuatu, Viet Nam. **African Member Countries:** Angola, Cote d'Ivoire, Ethiopia, Burkina Faso, Ethiopia, Rwanda, Senegal, Uganda, Zambia.
3. The GGGI is a treaty-based Intergovernmental organization that supports and promotes sustainable economic growth in developing countries and emerging economies, provides green growth services to governments, promotes climate action by supporting access to climate finance through building National Finance Vehicles (NFV) and helps address policy and capacity gaps and challenges. Its vision is a low carbon, resilient world of

strong, inclusive, and sustainable growth and its mission is to support Members in the transformation of their economies into a green growth economic model.

4. **Kenya's Letter of Intent** to join as a member of the Agreement on the Establishment of the Global Green Growth Institute was signed on 23 November 2022, by the Cabinet Secretary for Foreign and Diaspora Affairs in a letter addressed to the Director-General of the Global Green Growth Institute. The Office of the Director General, GGGI **communicated** its approval of Kenya to join the GGGI on 11<sup>th</sup> January, 2023. In the same communication, GGGI requested Kenya for a grant of the privileges immunity agreement.
5. A **host country agreement** negotiation on the GGGI Agreement on the legal status and privileges immunity was held on July 2023 with Kenya's negotiating team and GGGI representatives.
6. As part of the accession process, a **Cabinet Memorandum** was submitted to the Cabinet for approval for accession on May 2023 in line with section 7 of the Treaty Making and Ratification Act, *Rev. 2012*. Further, the Cabinet approved accession for GGGI during its meeting held on 13<sup>th</sup> December 2023.
7. On 13<sup>th</sup> May, 2024, the Prime Cabinet Secretary and Cabinet Secretary for Foreign & Diaspora submitted a **Parliamentary Memorandum** alongside a copy of the Agreement to the National Assembly.
8. The **main objective** of the GGGI is to promote sustainable development of developing and emerging countries, including the least developed countries by supporting and diffusing a new paradigm of economic growth; targeting key aspects of economic performance and resilience, poverty reduction, job creation, and social inclusion and Creating and improving the economic, environmental, and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

9. Additionally, the GGGI plays the role of an **enabler** and **facilitator** of Members' transition into a low-carbon green economy, providing policy advice and technical support in the development of green growth plans, policies and regulations, mobilization of green investments, implementation of green growth projects, and development of local capacities and knowledge sharing.
10. Transitioning to a Green Economy entails addressing the drivers of natural resource change and providing support for green and eco-friendly technologies and related research and innovation activities (Kenya Climate Finance Policy, 2017). As such Green Economy is expected to strengthen the resilience of economic, social, and environmental systems to the adverse effects of external shocks.
11. Upon accession, Kenya will be required to:
  - i) Attend and participate the biennial meetings of the assembly in virtue of **article 7 (2)** of the GGGI Agreement;
  - ii) Invest in public participation and awareness programs to breathe life into **article 4 (d)** of the GGGI Agreement which provides for disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development as one of the activities the GGGI shall engage to accomplish its objectives;
  - iii) Accord the GGGI privileges and immunities as may be necessary and appropriate for proper functioning pursuant to Article 15;
  - iv) Guide cooperative partnerships and linkages with other international bodies in accordance with Article 16 of the GGGI Agreement.
  - v) Carry out all the functions of the Assembly in accordance with **article 7(5)**;



12. The Accession to the GGGI would strengthen national efforts to realize Kenya's constitutional objectives and values pursuant to Article 42 (a) of the Constitution of Kenya. On 5th August 2019, the National Treasury endorsed the collaboration between GOK and GGGI since it complements national priority areas and provides a platform for Kenya to share knowledge and learn from other members.
13. Kenya affirms a commitment to transition to a Green Economy to ensure effective implementation of the outcomes of the third United Nations Conference on Sustainable Development (UNCSD) held in 2012 (Rio+20 summit) and has made great strides in creating enabling policy, legislative, and institutional frameworks over the years that will stir innovation and inclusivity in the mobilization of long-term climate finance required for transitioning to Green Growth. These include the Green Economy Strategy and Implementation Plan (GESIP 2016-2030); and National Policy on Climate Finance, 2018; and addition Kenya through its climate change action plan, 2018-2022 actively supports the global transition to a low carbon economy through its domestic policies, international climate diplomacy and international climate finance.
14. The accession of GGGI by Kenya will not necessitate any amendment to the Constitution and is consistent with constitutional provisions in particular Articles 42 and 69 of the Constitution of Kenya (2010) and various legislations and policies).
15. Kenya's accession to the GGGI Agreement will not occasion any additional public expenditure. Its implementation will be done under the normal budget of the relevant Ministry, Department, and Agencies.
16. The implementation of the GGGI Agreement will be the joint responsibility of the National Treasury through the Climate Finance and Green Economy Unit and the Ministry of Environment and Forestry.

17. Public participation has been conducted on the Agreement and physical data collected on gazettelement vide a public notice dated 30<sup>th</sup> January 2023.

**12<sup>TH</sup> AUGUST 2024**  
**REGISTRY OF TREATIES**

## **Agreement on the Establishment of the Global Green Growth Institute**

The Parties to this Agreement,

Acknowledging that the integration of economic growth and environmental sustainability is essential for the future of humankind;

Recognizing the need to develop and diffuse a new model of economic growth—green growth—that simultaneously targets economic performance and environmental sustainability, ultimately supporting the global paradigm shift towards a sustainable economy;

Supporting the sustainable development of developing and emerging countries, including the poorest communities within those countries and the least developed countries, through effective green growth strategies and plans that deliver poverty reduction, job creation and social inclusion in an environmentally sustainable manner;

Striving to achieve the sustainable development of the international community through dialogue, collective learning and collaboration between developed and developing countries and the public and private sectors;

Contributing to the successful outcome of the United Nations process on sustainable development and attainment of other internationally agreed goals, including the Millennium Development Goals such as eradicating extreme poverty and hunger, ensuring environmental sustainability and developing global partnerships for development;

Pursuing a close collaboration with other international organizations and international financial institutions that promote green growth;

Understanding that the design and implementation of green growth require continuity and a long term perspective;

Noting that a new kind of interdisciplinary and multi-stakeholder international organization is necessary to effectively address climate change and implement low-carbon development strategies; and

Desiring to establish the Global Green Growth Institute as an international organization;

Have agreed as follows:

**Article 1**  
**ESTABLISHMENT**

1. The Global Green Growth Institute is hereby established as an international organization (hereinafter referred to as the “GGGI”).
2. The headquarters of the GGGI shall be located in Seoul, the Republic of Korea.

**Article 2**  
**OBJECTIVES**

The GGGI shall promote sustainable development of developing and emerging countries, including the least developed countries, by:

- a. supporting and diffusing a new paradigm of economic growth: green growth, which is a balanced advance of economic growth and environmental sustainability;
- b. targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and
- c. creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.

**Article 3**  
**DEFINITIONS**

For the purposes of this Agreement:

- a. *contributing member* means a Member of the GGGI that has provided a multi-year financial contribution of core funding of no less than 15 million USD over three years or 10 million USD over the first two years. The level and nature of contribution required to qualify as a contributing member shall be kept under review by the Assembly, and may be adjusted by the Assembly by consensus to support the growth of the GGGI over time;

b. *participating member* means a Member of the GGGI that is not a contributing member under paragraph a;

c. *members present and voting* means members present and casting an affirmative or a negative vote. A quorum for any decision of the Assembly or Council shall be a simple majority of the members of the respective organ. For the avoidance of doubt, signatory States and regional integration organizations under Article 5.3 shall be counted for the purposes of quorum at the first session of the Assembly; and

d. *the Organization* means the body known as the Global Green Growth Institute established as a non-profit foundation on 16 June 2010 in the Republic of Korea.

#### **Article 4** **ACTIVITIES**

In order to accomplish its objectives, the GGGI shall engage in the following types of activities:

a. supporting developing and emerging countries with capacity building to design and implement green growth plans at the national, provincial, or local level to facilitate poverty reduction, job creation and social inclusion;

b. pursuing research to advance the theory and practice of green growth, drawing particularly from the experience of governments and industries;

c. facilitating public-private cooperation to foster an enabling environment for resource-efficient investment, innovation, production and consumption, and diffusion of best practices;

d. disseminating evidence-based knowledge and enhancing public awareness of green growth and sustainable development; and

e. performing any other activities relevant to the objectives of the GGGI.

**Article 5**  
**MEMBERSHIP**

1. A state or regional integration organization\* shall become a Member of the GGGI by becoming Party to this Agreement. The membership of the GGGI is open to any member state of the United Nations or regional integration organization that subscribes to the objectives of the GGGI under Article 2.
2. No Member shall be liable, by reason of its status or participation in the GGGI, for acts, omissions or obligations of the GGGI.
3. Signatory States and regional integration organizations that have not submitted an instrument of ratification, acceptance or approval to the Director-General by the time of entry-into-force of the Agreement shall, at the first session of the Assembly, have the same capacities as Members, including the right to vote and the ability to be elected to, and serve on, the Council. For the avoidance of doubt, this paragraph shall not apply in relation to subsequent sessions of the Assembly.
4. Any regional integration organization which becomes a Party to the Agreement without any of its member states being a Party shall be bound by all the obligations under the Agreement. In the case of such organizations, where one or more of its member states is a Party to the Agreement, the organizations and its member states shall decide on their respective responsibilities for the performance of their obligations under the Agreement. A separate arrangement on the modalities of the exercise of membership shall be negotiated prior to membership for regional integration organizations and subsequently approved by the Assembly.
5. In their instruments of ratification, acceptance, approval or accession, regional integration organizations shall declare the extent of their competence with respect to the matters governed by the Agreement. These organizations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

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\* Regional integration organization shall mean an organization constituted by sovereign states of a given region, to which its member states have transferred competence in respect of matters governed by the present Agreement.

**Article 6**  
**ORGANS**

1. The GGGI shall have an Assembly, a Council, an Advisory Committee and a Secretariat as its principal organs.
2. Branch offices or other subsidiary organs of the GGGI may be established if the Assembly so decides as required to support its activities.

**Article 7**  
**THE ASSEMBLY**

1. The Assembly is the supreme organ of the GGGI and shall be composed of Members.
2. The Assembly shall meet once every two years in ordinary sessions, or as otherwise decided by the Assembly. An extraordinary session of the Assembly shall be convened upon the initiative of one-third of its Members. Sessions of the Assembly shall take place at the headquarters of the GGGI, unless the Assembly decides otherwise.
3. The Assembly shall adopt its rules of procedure by consensus at its first session. For the avoidance of doubt, this Agreement prevails to the extent of any inconsistency between this Agreement and the rules of procedure.
4. The Assembly may grant Observer status to non-state entities such as intergovernmental organizations, private companies, research institutes and non-governmental organizations (NGOs), based on criteria agreed by the Assembly. Representatives with Observer status may engage in discussions in the Assembly but shall not have voting rights in Assembly deliberations. Further provisions relating to the participation of Observers in the Assembly may be made in the rules of procedure referred to in paragraph 3.
5. The functions of the Assembly shall include:
  - a. electing Members to the Council, in accordance with Article 8.2, and considering the principle of rotation;
  - b. appointing the Director-General who shall be nominated by the Council;
  - c. considering and adopting amendments to this Agreement, in accordance with Article 24;
  - d. advising on the overall direction of the GGGI's work;

- e. reviewing progress in meeting the GGGI's objectives;
- f. receiving reports from the Secretariat on strategic, operational and financial matters; and
- g. providing guidance on cooperative partnerships and linkages with other international bodies in accordance with Article 16.

6. Each Member shall be entitled to one vote.

7. Members that are regional integration organizations shall, in matters for which they are responsible in accordance with Article 5.4 and 5.5, exercise their right to vote with a number of votes equal to the number of their member states that are Parties to the Agreement. The modalities of the exercise of membership rights shall be included in the separate arrangement set out in Article 5.4 to be negotiated prior to membership for regional integration organizations.

8. The Assembly shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the President, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Assembly.

9. The Assembly shall elect one President and two Vice-Presidents with terms of two years.

10. The President, with the support of the Vice-Presidents, shall preside over the Assembly and shall carry out the duties which are entrusted to her or him.

11. The President shall be responsible to the Assembly while it is in session.

## **Article 8**

### **THE COUNCIL**

1. The Council shall act as the executive organ of the GGGI and shall, under the guidance of the Assembly, be responsible for directing the activities of the GGGI.

2. The Council shall consist of no more than seventeen members, as follows:

- a. five contributing members elected by the Assembly;
- b. five participating members elected by the Assembly;



- c. five experts or non-state actors who can contribute substantially to the objectives of the GGGI, appointed by the Council;
- d. the host country, which shall have a permanent seat on the Council; and
- e. the Director-General without a voting right.

3. The members of the Council specified in paragraph 2 a, b and c shall serve for terms of two years, except as provided in paragraph 4.

4. The Assembly shall ensure that around half of the initial Council members elected under paragraph 2 a, b and c are elected for an initial term of one year, for the purposes of continuity of Council membership.

5. The functions of the Council, under the guidance of the Assembly, shall be to:

- a. nominate a Director-General for appointment by the Assembly;
- b. approve the GGGI's strategy, and review the results, monitoring and evaluation framework;
- c. approve the annual work program and budget;
- d. approve audited financial statements;
- e. approve the admission of new members to the Advisory Committee in accordance with Article 9.2;
- f. approve the criteria for country program selection, which shall be consistent with the objectives of the GGGI and based, *inter alia*, on objective criteria;
- g. approve the Council Sub-Committees' membership; and
- h. perform any other functions delegated by the Assembly or conferred elsewhere in this Agreement.

6. Each member of the Council shall be entitled to one vote except for the Director-General.

7. The Council shall make every effort to reach decisions by consensus. If all efforts at consensus have been exhausted, and no consensus reached, on the request by the Chair, decisions shall as a last resort be adopted by a simple majority of the members present and voting, except as otherwise provided in this Agreement. In addition, the adoption of decisions shall require a majority of contributing members present and voting, as well as a majority of participating members present and voting. For the avoidance of doubt, decisions may be taken by written procedure between meetings of the Council.

8. The Council shall adopt its rules of procedure by consensus at its first session.

9. The Council shall elect one Chair and two Vice-Chairs with terms of two years.

10. The Chair, with the support of the Vice-Chairs, shall preside over the Council and shall carry out the duties which are entrusted to her or him.

11. The Chair shall be responsible to the Council while it is in session.

12. For the effective coordination and operation, the Council may establish sub-committees including, as appropriate, a Facilitative Sub-Committee, a Human Resources Sub-Committee, a Program Sub-Committee and an Audit & Finance Sub-Committee. The Audit & Finance Sub-Committee shall be chaired by a contributing member.

#### **Article 9**

#### **THE ADVISORY COMMITTEE**

1. The Advisory Committee, as a consultative and advisory organ of the GGGI, shall have a key role in:

- a. serving as a forum for public-private cooperation on green growth; and
- b. advising the Council on the strategy and activities of the GGGI, including with regard to any synergies and linkages between the GGGI and other actors that may be pursued through Article 16.

2. The Advisory Committee shall be composed of leading, relevant experts and non-state actors. Applications for membership to the Advisory Committee shall be presented to the Director-General in writing, and shall be approved by the Council in accordance with Article 8.5 e.

3. The Advisory Committee shall meet in regular session which shall be held once a year unless it decides otherwise.

4. The Advisory Committee shall adopt its rules of procedure, and may elect a Chair and a Vice Chair.

#### **Article 10**

#### **THE SECRETARIAT AND DIRECTOR-GENERAL**

1. The Secretariat shall, under the guidance of the Council and Assembly, be the chief operational organ of the GGGI, and be headed by a Director-General.

2. The Director-General shall be nominated by the Council and appointed by the Assembly. The Director-General may participate in meetings of the Council and the Assembly, but shall not vote at such meetings.

3. The Director-General shall be appointed for an initial term of four years and may be reappointed for a further term.

4. In addition to any functions conferred on the Director-General elsewhere in this Agreement or by the Council or Assembly from time to time, the Director-General shall, under the guidance of the Council and Assembly:

- a. provide strategic leadership for the GGGI;
- b. prepare all necessary operational and financial documents;
- c. report on the overall implementation of the GGGI's activities and bring to the attention of the Council any matter which he or she considers might impact on the fulfillment of the GGGI's objectives;
- d. carry out the directions of the Assembly and the Council; and
- e. represent the GGGI externally and develop strong relations with Members and other stakeholders.

5. The Secretariat shall be responsible to the Director-General and shall, *inter alia*, support the Director-General in carrying out the functions listed in paragraph 4 and the core activities of the GGGI.

6. In the performance of their duties, the Director-General, and the staff of the Secretariat shall neither seek nor receive instructions from any state or from any authority external to the GGGI. They shall refrain from any action which might reflect adversely on their position as international officials.

7. The Director-General shall appoint the staff of the Secretariat in accordance with staff regulations approved by the Council. Efficiency, competence, merit and integrity shall be the necessary considerations in the recruitment and employment of the staff, taking into account the principle of gender equality.

## **Article 11**

### **WORKING LANGUAGE**

The working language of the GGGI shall be English.

## **Article 12**

### **FINANCE**

1. The GGGI shall obtain its financial resources through:
  - a. voluntary contributions provided by Members;
  - b. voluntary contributions provided by non-governmental sources;
  - c. the sale of publications and other revenue;
  - d. interest income from trusts; and
  - e. any other sources in accordance with the financial rules to be adopted by the Assembly by consensus.
2. Members are encouraged to support the GGGI and ensure its financial stability through voluntary annual contribution of core funding, active engagement in its activities or other appropriate means.
3. To promote financial transparency, a financial audit of the operations of the GGGI shall be conducted on an annual basis by an independent external auditor appointed by the Council and the audit shall be conducted in accordance with international auditing standards.
4. The audited financial statements shall be made available to Members as soon as possible after the close of each financial year, but not later than six months after that date, and shall be considered for approval by the Council at its next session, as appropriate.

## **Article 13**

### **DISCLOSURE**

The organs of the GGGI shall develop a comprehensive disclosure policy which ensures transparency in the work of the GGGI, including:

- a. the discussions, decisions and documents received, reviewed and adopted by the Assembly;
- b. the criteria on which non-state entities are granted Observer status;
- c. the discussions, decisions and related documents in the Council;
- d. the criteria on which experts and non-state actors in the Council are selected;
- e. the criteria and methodology for country program selection;
- f. the criteria on which the members of the Advisory Committee are approved; and
- g. the GGGI's annual audited financial statements.

**Article 14**

**LEGAL PERSONALITY AND CAPACITY**

The GGGI shall possess legal personality and have the capacity:

- a. to contract;
- b. to acquire and dispose of immovable and movable property; and
- c. to institute and defend itself in legal proceedings.

**Article 15**

**PRIVILEGES AND IMMUNITIES**

The GGGI may enjoy such privileges and immunities in the member state in which it is headquartered, and may seek such privileges and immunities in other Members, as may be necessary and appropriate for the proper functioning of the GGGI in the territory of member states, in due consideration of such privileges and immunities as are customarily accorded to a similar types of international organization. Such privileges and immunities shall be specified in a separate agreement that may be concluded among the Members or between the GGGI and the individual Member.

**Article 16**

**COOPERATIVE PARTNERSHIPS**

1. The GGGI may establish cooperative relationships with other organizations, including international, intergovernmental and non-governmental organizations, with a view to further the objectives of the GGGI.
2. The GGGI may also invite organizations with which it shares similar objectives in green growth, to enter into a strategic partnership for mutual cooperation on a medium or long-term basis.

**Article 17**

**TRANSITIONAL PROVISIONS**

1. Until such time as the Secretariat of the GGGI has been established, the Organization shall serve and perform functions of the Secretariat. The Executive Director of the Organization shall serve as the

Director-General of the GGGI until the Assembly appoints the Director-General in accordance with Article 7.5b.

2. Upon the entry into force of this Agreement, the rights, obligations, undertakings, existing branch/regional offices<sup>†</sup> and property of the Organization above shall devolve to the GGGI in accordance with any necessary processes of that body.

3. The rules, regulations, resolutions, procedures and practices of the Organization shall apply to the GGGI until otherwise decided by the Assembly, the Council or the Director-General as appropriate, and only to the extent that they are not inconsistent with this Agreement or with any rules, regulations, resolutions, procedures and practices adopted by the Assembly or the Council.

4. Until a sufficient number of states and regional integration organizations become Party to this Agreement, each number specified in the respective subparagraphs a through c of Article 8.2 as a requirement for the number of the Council members may be applied flexibly as decided by the Assembly.

#### **Article 18**

#### **DEPOSITARY**

The Director-General of the Secretariat shall be the Depositary of this Agreement.

#### **Article 19**

#### **SIGNATURE**

This Agreement shall be open for signature at Rio de Janeiro in Brazil as of 20 June 2012 and shall remain open for signature for twelve months.

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<sup>†</sup> On the issue of devolvement of the GGGI's regional offices, consultation with the governments of Denmark and the United Arab Emirates will be necessary.

**Article 20**  
**RATIFICATION, ACCEPTANCE AND APPROVAL**

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory States and regional integration organizations.
2. Instruments of ratification, acceptance or approval shall be deposited with the Depositary.

**Article 21**  
**ACCESSION**

1. This Agreement shall be open for accession by any state or regional integration organization which has not signed the Agreement.
2. Instruments of accession shall be deposited with the Depositary.

**Article 22**  
**ENTRY INTO FORCE**

1. This Agreement shall enter into force on the thirtieth day after the deposit of the third instrument of ratification, acceptance, approval or accession.
2. For each state or regional integration organization ratifying, accepting, approving or acceding to this Agreement after the entry into force, this Agreement shall enter into force on the thirtieth day after the deposit of the respective instrument.

**Article 23**  
**RESERVATIONS**

No reservations shall be made to the Agreement.

**Article 24**  
**AMENDMENTS**

1. Any Party to this Agreement may propose an amendment to this Agreement by submitting such a proposal to the Director-General of the Secretariat. The Director-General shall communicate a proposed amendment to all the Members of the GGGI at least ninety days prior to its consideration by the Assembly.

2. An amendment to this Agreement shall enter into force for those Parties having accepted it on the ninetieth day after the deposit of an instrument of acceptance by at least three-quarters of the Parties to this Agreement, unless otherwise specified in such an amendment, after adoption by the Assembly. In addition, instruments of acceptance shall be required from three-quarters of contributing members, as well as three-quarters of participating members, for entry-into-force.

**Article 25**  
**WITHDRAWALS**

Any Party may withdraw from this Agreement by written notification, of its intention to withdraw from this Agreement. Such withdrawal shall take effect six months after the date of receipt by the Director-General of the Secretariat of the notification.

**Article 26**  
**INTERPRETATION**

Any question of interpretation of the provisions of this Agreement arising between any Member and the GGGI or between any Members of the GGGI shall be submitted to the President of the Assembly for decision by the Assembly. The Assembly shall make every effort to reach a decision by consensus. If all efforts at consensus have been exhausted, and no consensus reached, such decisions shall as a last resort be adopted by three-quarters of members present and voting. In addition, the adoption of such decisions shall require three-quarters of contributing members present and voting, as well as three-quarters of participating members present and voting. This Agreement, including the aforementioned decisions, shall be interpreted in accordance with customary rules of interpretation of public international law, including the Vienna Convention on the Law of Treaties adopted in 1969.



**Article 27**  
**CONSULTATIONS**

1. Any Members of the GGGI may request in writing consultations with the Director-General of the GGGI or with other Members concerning any matter on the implementation, application or operation of this Agreement.
2. Parties to those consultations shall make every effort to arrive at a mutually satisfactory resolution of the matter.
3. The consultations under this Article shall not be disclosed to any other party unless otherwise agreed, and are without prejudice to the right of a Member to raise a matter in the Assembly.

**Article 28**  
**TERMINATION**

1. This Agreement may only be terminated through a decision by consensus in the Assembly of all Members.
2. Any decision taken under paragraph 1 shall not take effect before twelve months have expired, unless otherwise decided by the Assembly by consensus.
3. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of termination of this Agreement, unless as otherwise agreed by the Assembly consensus.
4. Upon termination, the Assembly may agree, by consensus, to devolve the property and assets of the GGGI to one or more international bodies that have the same, or substantially the same, objectives of the GGGI as contained in Article 2. The property and assets of the GGGI may otherwise be redistributed to the Members according to any procedure agreed by the Assembly.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized thereto by their respective governments, have signed this Agreement.

Done at Rio de Janeiro, this twentieth day of June, two thousand and twelve, in the English language.



REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND ECONOMIC PLANNING

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Brief for the Principal Secretary/The National Treasury

Meeting with the Departmental Committee on Environment, Forestry and  
Mining to Consider the Agreement on the Establishment of the Global  
Green Growth Institute (GGGI)

Introduction

1. The GGGI is a *treaty-based international, inter-governmental organization* established through the ratification of the Agreement on Establishment of GGGI hereinafter referred to as the 'Agreement', at Rio de Janeiro, Brazil on 20<sup>th</sup> June, 2012.
2. *GGGI mission* is to facilitate a global transition toward a model of green growth through supporting and promoting strong, inclusive and sustainable economic growth in developing countries and emerging economies.
3. The *Thematic areas of focus* include Waste, Solar Energy, Sustainable Transport, Green Buildings and Industry, Forest (Sustainable) Landscapes, and Gender and Inclusive Development.
4. GGGI promotes sustainable development of developing and emerging countries, including the least developed countries, by:
  - i. Supporting and diffusing a new paradigm of economic growth: green growth, which is a balanced advance of economic growth and environmental sustainability.
  - ii. Targeting key aspects of economic performance and resilience, poverty reduction, job creation and social inclusion, and those of environmental sustainability such as climate change mitigation and adaptation, biodiversity protection and securing access to affordable, clean energy, clean water and land; and

- iii. Creating and improving the economic, environmental and social conditions of developing and emerging countries through partnerships between developed and developing countries and the public and private sectors.
5. As part of its mandate, GGGI helped mobilize over USD 7 Million in green investments and climate finance in developing countries by supporting countries to tap into finance from diverse sources including bilateral aid, multilateral development banks and the private sector.
6. GGGI and GCF signed a Framework Readiness and Preparatory Support in 2017 to serve as the Readiness Delivery Partner and support member countries to access GCF financing. The institution has supported 26 member states to access over USD 34 million in GCF approved Readiness funding as per the GGGI Annual Report 2023. In most of these projects, GGGI works with national Direct Access Entities
7. The GGGI headquarters is in Seoul, Republic of Korea. Country offices in Dubai, Indonesia & Hungary.

#### Membership and Accession

8. GGGI's membership currently stands at **48**, mainly in South America, Asia and Africa. African country members include Burkina Faso, Cote d'Ivoire, Ethiopia, Mozambique, Rwanda, Senegal, Uganda, and Morocco
9. Membership to GGGI is open to any *Member state of the United Nations* or *regional integration organization* that subscribes to the objectives of GGGI, in accordance with Article 5.1 of the Establishment Agreement.
10. Member States and regional integration organizations become a Member of GGGI on the 30<sup>th</sup> day after the deposit of their instrument of accession with the Director General.

#### Benefits and Obligations of Membership

11. GGGI's Members benefit from,
  - i. Access to knowledge sharing and good practice. All Members have access to knowledge products for scaling up green growth solutions, and involvement in knowledge exchange to identify good practices and approaches that may be applied in different country contexts.

- ii. Technical assistance delivered through a mix of global, regional and country-specific programming, guided, funded through voluntary core and (program and project) earmarked contributions) from GGGI's growing number of partners.

12. All Members serve on the Assembly, the supreme organ of GGGI that meets once a year back-to-back with the Council. Members may stand for election and serve on the Council, GGGI's executive organ. Membership does not require any obligatory (annual) financial contributions.

### Kenya's Membership Journey to GGGI

13. The Republic of Kenya submitted her letter of intent to be a member of GGGI through the Ministry of Foreign and Diaspora Affairs.

14. The National Treasury was nominated to lead Kenya's accession and engagements with the GGGI. In this regard, the National Treasury established the Inter-Agency Committee in

April 2022 with a mandate to advise on Kenya's accession *to the Agreement on the Establishment of the GGGI*. The Committee made the following recommendations

- i. There are sufficient grounds for Kenya to accede to the Establishment Agreement of the GGGI and become a participating member of the GGGI.
- ii. Kenya signs the Agreement and begins the depositary requirements and becomes a participating member, which means that it would be "a Member of the GGGI that is not a contributing member with no financial obligations, This will grow the Country's capacity (financial, technical capacity and technology) to address challenges associated with climate and development.
- iii. The accession will not cause an additional strain on public expenditure, but will allow Kenya to access support for Green growth economic agenda, which simultaneously addresses poverty reduction, social inclusion, and environmental sustainability; and

- iv. Kenya strengthens the Climate Finance and Green Economy Unit of the National Treasury and the Green Growth Unit of the Ministry of Environment to spearhead the green growth agenda in Kenya, monitor and coordinate implementation of the Green Economy Strategy and Implementation Plan (GESIP).

15. The Cabinet approved Kenya's Accession to the Agreement on the Establishment of the GGGI in January 2024.

16. In parallel with accession, the Government of Kenya and GGGI have negotiated the Agreement on the Legal Status, Privileges, and Immunities 'Host Country Agreement', as provided for under the Establishment Agreement. The agreement on privileges and immunities provides a framework to facilitate GGGI's presence, operations, and activities in the country as an international organization.

#### Kenya's Programming Activities with GGGI

17. *Development of the National Green Growth Index.* The Government of Kenya through the National Treasury and Economic Planning with the support of the GGGI has developed the recently launched (launched on 15<sup>th</sup> July 2024) National Green Growth Index. The Index measures a country's performance in achieving sustainability targets, including Sustainable Development Goals (SDGs), Paris Climate Agreement, and Aichi Biodiversity Targets. In addition, the Index will Support the Government of Kenya to unlock access to climate finance through the development of pipelines of projects. Some of the key highlights of the Index include the following:

- i. Kenya's Green Growth Index score increased from 43.33 in 2010 to 47.95 in 2022, which is primarily attributed to improvements in social inclusion and natural capital protection;
- ii. Kenya achieved an impressive score of 91.53 for GHG emissions reduction, nearing the sustainability target. This success was as a result of indicators such as the ratio of CO<sub>2</sub> and non-CO<sub>2</sub> emissions to population, CO<sub>2</sub> emissions growth rate, and carbon intensity of energy production; and

- iii. The Green Economic Opportunities exhibited a consistent declining trend due to the low scores for green trade and green investments, implying the need for targeted interventions and strengthening collaboration and institutional coordination;

18. *Development of an E-Mobility Project.* The Ministry of Energy and GGGI are developing a project proposal titled 'Creating the Enabling Environment for E-mobility in Kenya Through Piloting Electric Buses and Developing a Green Transport Investment Plan'. The 60 months' project of total grant value of USD 10 million, will be funded through the Ministry of Environment of Korea and implemented through GGGI.
19. *Development of Climate Smart Agriculture Project.* GGGI is supporting the Ministry of Agriculture to develop a Project Concept Paper titled '*Climate-Smart Rice Farming System Development in Siaya and Kirinyaga Counties*'. This is expected to be submitted to the Korea International Cooperation Agency (KOICA). This initiative, covering a duration of 60 months and carrying a total grant value of up to 10 million USD, will serve as a substantial reinforcement to Kenya's National Development Plan and its ambitious Kenya Vision 2030.
20. **Feasibility studies.** UNIDO and GGGI are supporting the Country to undertake feasibility studies to support agro-food parks for investment, agribusiness and rural development in Kenya with a total budget of USD 8,827 Million.
21. **GCF Readiness Proposal:** GGGI and the National Treasury are developing a readiness proposal for the GCF amounting to USD 500,000.
22. **Multi-Country Projects.** GGGI is also working on a number of multi-country projects in which Kenya stands to benefit. These include "Enabling Environment for the Adoption of Sanitation Technology (USD 5 Million, Gates Foundation as the Donor)" and "Technical Assistance Facility for NCBA's Guarantee (value: USD 6 Million, SIDA as the Donor)."
23. *Establishment of the GGGI Regional and Country Office in Nairobi*  
  
The Government of Kenya has discussed and proposed to the GGGI the consideration of Nairobi as its regional hub. Subject to the signing of the Host Country Agreement, the GGGI has responded positively on establishing a regional and country office in Nairobi.

