

N° 8502

CHAMBRE DES DEPUTES

PROJET DE LOI

**portant approbation de l' « Agreement on the
Establishment of the Global Green Growth Institute »,
fait à Rio de Janeiro, le 20 juin 2012**

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Document de dépôt

Dépôt: le 24.2.2025

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Le Premier ministre,

Vu les articles 76 et 95, alinéa 1^{er}, de la Constitution ;

Vu l'article 10 du Règlement interne du Gouvernement ;

Vu l'article 58, paragraphe 1^{er}, du Règlement de la Chambre des Députés ;

Vu l'article 1^{er}, paragraphe 1^{er}, de la loi modifiée du 16 juin 2017 sur l'organisation du Conseil d'État ;

Considérant la décision du Gouvernement en conseil du 15 novembre 2024 approuvant sur proposition du Ministre de l'Environnement, du Climat et de la Biodiversité le projet de loi ci-après ;

Arrête :

Art. 1^{er}. Le Ministre de l'Environnement, du Climat et de la Biodiversité est autorisé à déposer au nom du Gouvernement à la Chambre des Députés le projet de loi portant approbation de l' « Agreement on the Establishment of the Global Green Growth Institute », fait à Rio de Janeiro, le 20 juin 2012 et à demander l'avis y relatif au Conseil d'État.

Art. 2. La Ministre déléguée auprès du Premier ministre, chargée des Relations avec le Parlement est chargée, pour le compte du Premier ministre et du Ministre de l'Environnement, du Climat et de la Biodiversité, de l'exécution du présent arrêté.

Luxembourg, le 24 février 2025

Le Premier ministre,

Luc FRIEDEN

*Le Ministre de l'Environnement,
du Climat et de la Biodiversité,*

Serge WILMES

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EXPOSE DES MOTIFS

L'objet du présent projet de loi consiste à approuver l'Accord sur la création de l'Institut mondial de la croissance verte.

Cet accord a créé l'Institut mondial de la croissance verte (« Global Green Growth Institute » en anglais) (ci-après « GGGI ») sous la forme d'une organisation internationale. Le siège du GGGI est situé à Séoul, en République de Corée.

La mission du GGGI est de promouvoir auprès des pays en développement et des pays émergents, et notamment des pays les moins avancés, un modèle de croissance économique durable, qui est à la fois socialement inclusif et durable sur le plan environnemental. Ainsi, le GGGI contribue à atteindre les 17 objectifs de développement durable des Nations Unies et à mettre en œuvre les contributions déterminées au niveau national à l'Accord de Paris sur la lutte contre le changement climatique.

Doté d'un budget annuel de plus de 100 millions USD, le GGGI compte actuellement 48 États membres. Sur la période 2017-2023, le GGGI a soutenu les pays en voie de développement en mobilisant plus de 10 milliards USD, permettant notamment d'atténuer les effets du changement climatique et de créer des emplois, au sein des pays précités, dans des secteurs durables.

Les premiers échanges entre le GGGI et le Grand-Duché de Luxembourg remontent à 2016 et les premiers accords pour la mise en œuvre de projets climatiques, financés via l'enveloppe dédiée au financement climatique international (ci-après « FCI ») du Fonds Climat et Energie datent de 2018. À ce jour, le Luxembourg a investi un montant total d'environ 19,6 millions d'euros de son enveloppe FCI pour la mise en œuvre des projets suivants :

Small Island Developing States (SIDS) – Climate Action Program	2023-2028	5 000 000
Global Trust Fund on Sustainable Finance Instruments – Scaling-up Thematic Bond Markets in Developing Countries	2022-2026	2 100 000*
Vanuatu – Enhancing resilience to climate change through solar power-driven access to water in rural areas of Outer Islands Vanuatu (Phase I & Phase II)	2018-2021 2021-2024	3 110 000
Vietnam – Green Bond Readiness Program	2020-2024	2 396 000
Rwanda – Waste to Resources: Improving Municipal Solid Waste and Hazardous Waste Management	2021-2024	4 000 000
Senegal – Green Secondary Cities: Wastewater, Plastic Waste and WEEE Management: Innovative Business Model for Recycling and Valorisation	2019-2024	3 000 000
Total		19 606 000

* *Global Trust Fund : Budget total de EUR 5 millions (MECB : EUR 2.1 millions / MAE : EUR 2.1 millions / MFIN : EUR 800 000)*

Lors de la session jointe du Conseil et de l'Assemblée Générale du GGGI en octobre 2021, le Luxembourg a annoncé son intention d'initier la procédure d'adhésion au GGGI.

Le 22 juin 2022, le Grand-Duché de Luxembourg et le GGGI ont signé l'Accord concernant le statut juridique et les privilèges et immunités du GGGI au Luxembourg, approuvé ultérieurement par la loi du 5 septembre 2023 portant approbation de l'« *Agreement between the Grand Duchy of Luxembourg and the Global Green Growth Institute regarding the legal status and privileges and immunities of the Global Green Growth Institute* », fait à Luxembourg, le 22 juin 2022.

Le 9 juin 2023, le GGGI a inauguré son bureau de liaison européen au Luxembourg. Il s'agit d'une étape importante pour cette organisation intergouvernementale et internationale de premier plan, active dans les domaines de la croissance et de la finance vertes et inclusives. Cette présence au Luxembourg est stratégique. Elle vise à faciliter les échanges entre les États membres du GGGI et les partenaires européens afin de soutenir la lutte contre les changements climatiques ainsi que l'accès à la finance verte et climatique dans les pays d'Afrique, d'Amérique latine et d'Asie.

Il convient d'ajouter qu'à travers la Coopération luxembourgeoise, le GGGI est impliqué en tant que partenaire de mise en œuvre dans des programmations nationales avec nos pays partenaires, notamment au Bénin et au Sénégal. Dans les programmes indicatifs de coopération (PIC), le GGGI fournit une expertise technique approfondie et complémentaire dans des domaines tels que la finance durable et la gestion des ressources naturelles. Le GGGI joue également un rôle clé en catalysant des solutions innovantes aux défis environnementaux et climatiques, tout en aidant nos pays partenaires à accéder

au financement et au soutien technique liés au climat. Dans le contexte international actuel, il s'agit d'un aspect crucial des programmes de coopération, qui ne pourra qu'être renforcé à l'avenir.

En outre, le 24 octobre 2024, le GGGI et LuxDev ont procédé à la signature d'un protocole d'accord (MoU) visant à tirer parti de leurs forces et atouts complémentaires pour stimuler les initiatives de croissance verte, en aidant les pays en développement dans leur cheminement vers la réalisation des ODD et le respect des engagements de l'Accord de Paris.

Au vu de ce qui précède, l'adhésion du Grand-Duché de Luxembourg en tant que membre au GGGI semble une suite logique dans l'histoire de ce partenariat qui n'a cessé de grandir et de se renforcer au cours des dernières années. A savoir que le statut de membre permettra au Luxembourg de siéger à l'Assemblée, l'organe suprême du GGGI, qui se réunit une fois par an, juste après le Conseil. En outre, le Luxembourg pourra se présenter aux élections et siéger au Conseil, l'organe exécutif du GGGI et contribuer aux orientations et décisions stratégiques du GGGI.

En vertu de l'article 5 de l'Accord sur la création de l'Institut mondial de la croissance verte, un État devient membre du GGGI en devenant partie à cet accord.

Pour tous ces motifs et compte tenu de l'engagement continu du Luxembourg pour le développement durable et la coopération au développement, une approbation de l'accord sur la création de l'Institut mondial de la croissance verte serait opportune.

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TEXTE DU PROJET DE LOI

Article unique.

Est approuvé l'« Agreement on the Establishment of the Global Green Growth Institute », fait à Rio de Janeiro, le 20 juin 2012.

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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 nonprofit 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 organization¹ 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.

*Article 6***Organs**

1. The GGGI shall have an Assembly, a Council, an Advisory Committee and a Secretariat as its principal organs.

¹ 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.

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 offices² 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.

² 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 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.

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.

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COMMENTAIRE DE L'ARTICLE UNIQUE

L'article unique du projet de loi propose d'approuver l'Accord sur la création de l'Institut mondial de la croissance verte, fait à Rio de Janeiro, le 20 juin 2012.

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FICHE FINANCIERE

Le projet de loi portant approbation de l'Accord sur la création de l'Institut mondial de la croissance verte, fait à Rio de Janeiro, le 20 juin 2012, ne comporte pas de dispositions dont l'application est susceptible de grever le budget de l'État.

L'adhésion ne nécessite aucune contribution financière obligatoire (annuelle). Cependant, les États membres sont encouragés à soutenir le GGGI et à assurer sa stabilité financière par des contributions volontaires, un engagement actif dans des activités ou d'autres moyens appropriés.

Le MECB continuera à soutenir des projets et programmes climatiques du GGGI – même en l'absence d'adhésion – par l'intermédiaire de l'enveloppe dédiée au financement climatique international (FCI) à travers le Fonds Climat et Energie. L'adhésion au GGGI n'entraînera pas une augmentation supplémentaire des dépenses du FCI.

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CHECK DE DURABILITÉ - NOHALTEGKEETSCHCK



La présente page interactive nécessite au minimum la version 8.1.3 d'Adobe Acrobat® Reader®. La dernière version d'Adobe Acrobat Reader pour tous systèmes (Windows®, Mac, etc.) est téléchargeable gratuitement sur le site de [Adobe Systems Incorporated](https://www.adobe.com/fr/acrobat/reader).

Ministre responsable :	Le Ministre de l'Environnement, du Climat et de la Biodiversité
Projet de loi ou amendement :	Projet de loi portant approbation de l' « Agreement on the Establishment of the Global Green Growth Institute », fait à Rio de Janeiro, le 20 juin 2012.

Le check de durabilité est un outil d'évaluation des actes législatifs par rapport à leur impact sur le développement durable. Son objectif est de donner l'occasion d'introduire des aspects relatifs au développement durable à un stade préparatoire des projets de loi. Tout en faisant avancer ce thème transversal qu'est le développement durable, il permet aussi d'assurer une plus grande cohérence politique et une meilleure qualité des textes législatifs.

1. Est-ce que le projet de loi sous rubrique a un impact sur le champ d'action (1-10) du 3^{ème} Plan national pour un développement durable (PNDD) ?
En cas de réponse négative, expliquez-en succinctement les raisons.
En cas de réponse positive sous 1., quels seront les effets positifs et/ou négatifs éventuels de cet impact ?
2. Quelles catégories de personnes seront touchées par cet impact ?
3. Quelles mesures sont envisagées afin de pouvoir atténuer les effets négatifs et comment pourront être renforcés les aspects positifs de cet impact ?

Afin de faciliter cet exercice, l'instrument du contrôle de la durabilité est accompagné par des points d'orientation – **auxquels il n'est pas besoin de réagir ou répondre mais qui servent uniquement d'orientation**, ainsi que par une documentation sur les dix champs d'actions précités.

1. Assurer une inclusion sociale et une éducation pour tous.

[Points d'orientation](#)
[Documentation](#)

Oui Non

Le GGGI contribue à atteindre les 17 objectifs de développement durable (ODD) des Nations Unies et à mettre en oeuvre les contributions déterminées au niveau national (CDN) à l'Accord de Paris sur la lutte contre le changement climatique. Sur la période 2017-2023, le GGGI a soutenu les pays en voie de développement en mobilisant plus de 10 milliards USD, permettant notamment d'atténuer les effets du changement climatique et de créer des emplois au sein des pays précités dans des secteurs durables. Le GGGI favorise le développement durable des pays en développement et émergents, y compris les pays les moins avancés, en:

- a. soutenant et en diffusant un nouveau paradigme de croissance économique : la croissance verte, qui est une avancée équilibrée entre croissance économique et durabilité environnementale ;
- b. ciblant les aspects clés de la performance économique et de la résilience, de la réduction de la pauvreté, de la création d'emplois et de l'inclusion sociale, ainsi que ceux de la durabilité environnementale tels que l'atténuation et l'adaptation au changement climatique, la protection de la biodiversité et l'accès à une énergie propre et abordable, à l'eau propre et à la terre; et
- c. créant et en améliorant les conditions économiques, environnementales et sociales des pays en développement et émergents grâce à des partenariats entre les pays développés et en développement, et les secteurs public et privé.

2. Assurer les conditions d'une population en bonne santé.

[Points d'orientation](#)
[Documentation](#)

Oui Non

cf. 1

3. Promouvoir une consommation et une production durables.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

4. Diversifier et assurer une économie inclusive et porteuse d'avenir.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

5. Planifier et coordonner l'utilisation du territoire.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

6. Assurer une mobilité durable.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

7. Arrêter la dégradation de notre environnement et respecter les capacités des ressources naturelles.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

8. Protéger le climat, s'adapter au changement climatique et assurer une énergie durable.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

9. Contribuer, sur le plan global, à l'éradication de la pauvreté et à la cohérence des politiques pour le développement durable.[Points d'orientation](#)
[Documentation](#) Oui Non

cf. 1

10. Garantir des finances durables.

[Points d'orientation](#)
[Documentation](#)

Oui Non

cf. 1

Cette partie du formulaire est facultative - Veuillez cocher la case correspondante

En outre, et dans une optique d'enrichir davantage l'analyse apportée par le contrôle de la durabilité, il est proposé de recourir, de manière facultative, à une évaluation de l'impact des mesures sur base d'indicateurs retenus dans le PNDD. Ces indicateurs sont suivis par le STATEC.

Continuer avec l'évaluation ? Oui Non

(1) Dans le tableau, choisissez l'évaluation : **non applicable**, ou de 1 = **pas du tout probable** à 5 = **très possible**

FICHE D'ÉVALUATION D'IMPACT MESURES LÉGISLATIVES, RÉGLEMENTAIRES ET AUTRES

Coordonnées du projet

Intitulé du projet :	Projet de loi portant approbation de l' « Agreement on the Establishment of the Global Green Growth Institute », fait à Rio de Janeiro, le 20 juin 2012.
Ministère initiateur :	Ministère de l'Environnement, du Climat et de la Biodiversité
Auteur(s) :	Georges GEHL
Téléphone :	
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Objectif(s) du projet :	Approbation de l'Accord sur la création de l'Institut mondial de la croissance verte, fait à Rio de Janeiro, le 20 juin 2012
Autre(s) Ministère(s) / Organisme(s) / Commune(s) impliqué(e)(s)	/
Date :	06/11/2024

Mieux légiférer

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

Si oui, laquelle / lesquelles :

Remarques / Observations :

2 Destinataires du projet :

- Entreprises / Professions libérales : Oui Non

- Citoyens : Oui Non

- Administrations : Oui Non

3 Le principe « Think small first » est-il respecté ? Oui Non N.a. ¹
(c.-à-d. des exemptions ou dérogations sont-elles prévues suivant la taille de l'entreprise et/ou son secteur d'activité ?)

Remarques / Observations :

¹ N.a. : non applicable.

4 Le projet est-il lisible et compréhensible pour le destinataire ? Oui Non

Existe-t-il un texte coordonné ou un guide pratique, mis à jour et publié d'une façon régulière ? Oui Non

Remarques / Observations :

5 Le projet a-t-il saisi l'opportunité pour supprimer ou simplifier des régimes d'autorisation et de déclaration existants, ou pour améliorer la qualité des procédures ? Oui Non

Remarques / Observations :

- 6 Le projet contient-il une charge administrative² pour le(s) destinataire(s) ? (un coût imposé pour satisfaire à une obligation d'information émanant du projet ?) Oui Non

Si oui, quel est le coût administratif³ approximatif total ?
(nombre de destinataires x
coût administratif par destinataire)

² Il s'agit d'obligations et de formalités administratives imposées aux entreprises et aux citoyens, liées à l'exécution, l'application ou la mise en œuvre d'une loi, d'un règlement grand-ducal, d'une application administrative, d'un règlement ministériel, d'une circulaire, d'une directive, d'un règlement UE ou d'un accord international prévoyant un droit, une interdiction ou une obligation.

³ Coût auquel un destinataire est confronté lorsqu'il répond à une obligation d'information inscrite dans une loi ou un texte d'application de celle-ci (exemple : taxe, coût de salaire, perte de temps ou de congé, coût de déplacement physique, achat de matériel, etc.).

- 7 a) Le projet prend-il recours à un échange de données inter-administratif (national ou international) plutôt que de demander l'information au destinataire ? Oui Non N.a.

Si oui, de quelle(s) donnée(s) et/ou administration(s) s'agit-il ?

- b) Le projet en question contient-il des dispositions spécifiques concernant la protection des personnes à l'égard du traitement des données à caractère personnel⁴ ? Oui Non N.a.

Si oui, de quelle(s) donnée(s) et/ou administration(s) s'agit-il ?

⁴ Loi modifiée du 2 août 2002 relative à la protection des personnes à l'égard du traitement des données à caractère personnel (www.cnpd.lu)

- 8 Le projet prévoit-il :
- une autorisation tacite en cas de non réponse de l'administration ? Oui Non N.a.
 - des délais de réponse à respecter par l'administration ? Oui Non N.a.
 - le principe que l'administration ne pourra demander des informations supplémentaires qu'une seule fois ? Oui Non N.a.

- 9 Y a-t-il une possibilité de regroupement de formalités et/ou de procédures (p.ex. prévues le cas échéant par un autre texte) ? Oui Non N.a.

Si oui, laquelle :

- 10 En cas de transposition de directives communautaires, le principe « la directive, rien que la directive » est-il respecté ? Oui Non N.a.

Sinon, pourquoi ?

11

Le projet contribue-t-il en général à une :

- a) simplification administrative, et/ou à une
b) amélioration de la qualité réglementaire ?

Oui Non
 Oui Non

Remarques / Observations :

12

Des heures d'ouverture de guichet, favorables et adaptées aux besoins du/des destinataire(s), seront-elles introduites ?

Oui Non N.a.

13

Y a-t-il une nécessité d'adapter un système informatique auprès de l'Etat (e-Government ou application back-office)

Oui Non

Si oui, quel est le délai pour disposer du nouveau système ?

14

Y a-t-il un besoin en formation du personnel de l'administration concernée ?

Oui Non N.a.

Si oui, lequel ?

Remarques / Observations :

Egalité des chances

15

Le projet est-il :

- principalement centré sur l'égalité des femmes et des hommes ? Oui Non
- positif en matière d'égalité des femmes et des hommes ? Oui Non

Si oui, expliquez de quelle manière :

- neutre en matière d'égalité des femmes et des hommes ? Oui Non

Si oui, expliquez pourquoi :

- négatif en matière d'égalité des femmes et des hommes ? Oui Non

Si oui, expliquez de quelle manière :

16

Y a-t-il un impact financier différent sur les femmes et les hommes ? Oui Non N.a.

Si oui, expliquez de quelle manière :

Directive « services »

17

Le projet introduit-il une exigence relative à la liberté d'établissement soumise à évaluation⁵ ? Oui Non N.a.

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

www.eco.public.lu/attributions/dg2/d_consommation/d_march_int_rieur/Services/index.html⁵ Article 15 paragraphe 2 de la directive « services » (cf. Note explicative, p.10-11)

18

Le projet introduit-il une exigence relative à la libre prestation de services transfrontaliers⁶ ? Oui Non N.a.

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

www.eco.public.lu/attributions/dg2/d_consommation/d_march_int_rieur/Services/index.html⁶ Article 16, paragraphe 1, troisième alinéa et paragraphe 3, première phrase de la directive « services » (cf. Note explicative, p.10-11)

