



**GLOBAL ENVIRONMENT FACILITY**  
INVESTING IN OUR PLANET

GEF/C.53/09

October 31, 2017

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53<sup>rd</sup> GEF Council Meeting  
November 28 – 30, 2017  
Washington, D.C.

Agenda Item 06

## **UPDATE ON THE ORGANIZATION OF THE SIXTH GEF ASSEMBLY**

**Recommended Council Decision**

The Council, having reviewed the *Update on the Organization of the Sixth GEF Assembly* (GEF/C.53/09), takes note of the progress made and confirms the dates of June 27-28 for the Assembly and of June 24-26 for the 54<sup>th</sup> Council Meeting in Da Nang, Vietnam.

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## **INTRODUCTION**

1. As requested in the Council decision adopted in February 2017 accepting the offer of The Socialist Republic of Viet Nam to host the Sixth GEF Assembly, the purpose of this paper is to provide the Council with an update on the progress that has been achieved in the preparation of the Sixth GEF Assembly and associated meetings to be held in Da Nang, Viet Nam on June 27-28, 2018. The Council is invited to confirm the dates agreed with Viet Nam for the Sixth Assembly and associated meetings. This document includes Annex I containing the Memorandum of Understanding signed by the Government of Viet Nam, the GEF CEO and the GEF Trustee.

## **LOCATION OF THE ASSEMBLY**

2. The First GEF Assembly was hosted by India in March 1998; the Second GEF by China, in October 2002; the Third by South Africa, in August 2006; the Fourth by Uruguay, in May 2010; and the Fifth by Mexico, in May 2014.

3. On February 22, the Council accepted the offer of Viet Nam to host the Sixth GEF Assembly. The Government of Viet Nam has proposed to hold the Assembly in the city of Da Nang at the Furama International Convention Center. The dates agreed are June 27-28, 2018 for the Assembly. This will be preceded by the 54<sup>th</sup> Council Meeting that will be held on June 24-26, also in Da Nang, Vietnam.

4. Following the Council's acceptance, discussions began with Vietnam on drafting a Memorandum of Understanding (MoU) that sets out the agreement among the host country, the GEF Secretariat and the IBRD as Trustee. In particular, it outlines the responsibilities of each party. The MoU has been agreed, signed and is attached for information.

5. The easily accessible location of the Assembly in Da Nang, Viet Nam, will facilitate enhanced participation by the GEF Participant countries, its Agencies and its broader partnership.

## **ORGANIZATION OF THE ASSEMBLY**

6. GEF Assemblies are ministerial level events. The Assembly will include a day dedicated to civil society issues, on June 26<sup>th</sup>.

7. As on the occasion of previous GEF Assemblies, a dedicated team has been put together to undertake the GEF responsibilities and provide overall coordination.

## **ATTENDANCE**

8. All GEF members (183 countries) will be invited to send a Representative and one Alternate to the Assembly. Delegations may include advisors.

9. The GEF will finance the travel and subsistence costs of one representative from each recipient country and two participants from LDCs and SIDs.

#### **ASSEMBLY OBJECTIVES**

10. The Primary Purpose of the Assembly as defined in the Instrument is to:

- (a) Review the general policies of the Facility;
- (b) Review and evaluate the operation of the Facility on the basis of reports submitted by the Council;
- (c) Keep under review the membership of the Facility; and
- (d) Consider, for approval by consensus, amendments to the present Instrument on the basis of recommendations by the Council.

11. In addition to its formal mandate mentioned above, the Assembly provides a unique opportunity to promote:

- (a) High-level dialogue on the major global environmental challenges facing the planet;
- (b) Increased awareness and understanding of key global environmental challenges and the need for concerted activities in order to address the major drivers of environmental degradation; and
- (c) Sharing of the experiences of the GEF and its Agencies at the operational level in undertaking measures to protect and manage the global environment.

12. The draft agenda and proposed activities will be detailed in communications sent out to Governments together with the official invitation in January 2018.

13. Proposed Schedule of Activities

At the 51st Council, it was agreed that the 54th Council be held back to back with the Sixth GEF Assembly. The 54th Council will take place on June 24 to 26 followed by the LDCF/SCCF Council and a day dedicated to civil society on June 26. The Sixth GEF Assembly will be convened on June 27 and 28. Therefore, the activities for the Assembly week will include:

June 22/23 Friday/ Saturday	June 24 Sunday	June 25 Monday	June 26 Tuesday	June 27 Wednesday	June 28 Thursday	June 29 Friday
Constituency Meetings and other preparation meetings	54 <sup>th</sup> Council Meeting			Sixth GEF Assembly Plenary and Roundtables	Site Visits	
	Side Events (to be scheduled in the morning, during lunch and in the early evening so as not to conflict with Council)	LDCF/ SCCF				
		CSO Forum				
	Exhibition					

**ANNEX I**

MEMORANDUM OF UNDERSTANDING

AMONG

THE GOVERNMENT OF VIET NAM,

AND

THE SECRETARIAT OF THE GLOBAL ENVIRONMENT FACILITY

AND

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, AS TRUSTEE OF  
THE GLOBALENVIRONMENT FACILITY TRUST FUND

REGARDING

THE SIXTH MEETING OF THE GLOBAL ENVIRONMENT FACILITY ASSEMBLY AND ASSOCIATED  
MEETINGS

## **PREAMBLE**

The Government of Viet Nam ("Government"), represented by the Ministry of Natural Resources and Environment, the Secretariat of the Global Environment Facility (the "GEF"), and the International Bank for Reconstruction and Development (the "World Bank") as trustee of the GEF Trust Fund (the "Trustee") (hereinafter jointly referred to as the "Parties"),

**CONSIDERING** that following the notification sent by the Ministry of Natural Resources and Environment of Viet Nam on January 25th, 2017, the GEF Council expressed its sincere appreciation and accepted the generous offer of the Government of Viet Nam to host the Sixth Assembly in Viet Nam; and

**RECOGNIZING** the need to start the preparation of the Sixth Assembly and to agree on the basic responsibilities of each Party in the preparation;

**HAVE AGREED** as follows:

### **Article 1 Definitions**

In this Memorandum of Understanding (the "MoU"), unless the context otherwise requires, the capitalized terms are defined as:

- a) "SIXTH ASSEMBLY" means the Assembly of the GEF, established in accordance with paragraphs 11, 13 and 14 of the Instrument for the Establishment of the Restructured Global Environment Facility;
- b) "ASSOCIATED MEETINGS" means the GEF Council meeting and civil society organizations consultations, and other meetings, workshops and exhibits related to the Sixth Assembly;
- c) "CONVENTION" means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on February 13, 1946, and acceded to by Vietnam on September 20, 1977;
- d) "COUNCIL" means the Council of the GEF, established in accordance with paragraphs 11 and 15 to 20 of the Instrument for the Establishment of the Restructured Global Environment Facility;
- e) "GEF TRUST FUND" means the trust fund established in accordance with paragraph 8 of the Instrument for the Establishment of the Restructured Global Environment Facility;
- f) "INSTRUMENT" means the Instrument for the Establishment of the Restructured Global Environment Facility, as amended, accepted by representatives of the States participating in the GEF at their meeting in Geneva, Switzerland, from March 14 to 16, 1994, and subsequently adopted by the World Bank, the United Nations Development Programme and the United Nations Environment Programme, as Implementing Agencies of the GEF;



- g) "ORGANIZATION" means the Secretariat and the Trustee; and
- h) "SECRETARIAT" means the Secretariat of the GEF, established in accordance with paragraphs 11 and 21 of the Instrument.

In this MoU (unless a contrary indication appears), a reference to "participants and all persons performing functions in connection with the Sixth Assembly and Associated Meetings" includes all representatives, alternates, advisors, observers, panelists and workshop participants, and media representatives, accredited by the Secretariat on behalf of the Assembly to attend or observe the Sixth Assembly and Associated Meetings.

## **Article 2**

### **Cooperative principle**

Activities under the Memorandum of Understanding shall be undertaken in accordance with laws, regulations, and procedures of Viet Nam, as well as international conventions of which Viet Nam is member, without prejudice to the privileges and immunities provided under this MOU and other legal instruments.

## **Article 3**

### **Date and Place of the Sixth Assembly and Associated Meetings**

The Sixth Assembly and Associated Meetings will be held in Da Nang, Viet Nam, from 23 to 30 June 2018.

## **Article 4**

### **Privileges and immunities**

Article 4 of the Convention will be applicable, mutatis mutandis, to the representatives of the United Nations members and of the Parties and alternates invited to participate in the Meetings and Associated Meetings on the territory of Viet Nam during the Sixth Assembly and Associated Meetings, and the project visits.

Viet Nam shall take appropriate measures to ensure that representatives of observers and experts invited to participate in the Meeting and Associated Meetings, shall be granted the following privileges and immunities on the territory of Viet Nam during the Meeting and Associated Meetings, and the project visits and during their journeys to and from the location where Meeting and Associated Meetings are being held, in accordance with Vietnamese and international laws and regulations:

- a) Inviolability of body and accommodation; immunity from arrest, detention and seizure of personal baggage;
- b) Immunity from legal process in civil, administrative and criminal matters, for acts performed in the exercise of their functions;
- c) Inviolability for all official papers and documents, letters, telegrams, telephones;
- d) The same facilities with regards to foreign exchange as are granted to diplomatic agents.

**Article 5**  
**Visa Arrangements**

The Government will facilitate visa arrangements for all persons invited to attend the Sixth Assembly and Associated Meetings, who are in possession of a valid passport or other valid travel document that meets the requirements of the domestic law in force in Viet Nam, with respect to entry into Viet Nam. It is the responsibility of each traveler to obtain a valid travel document in the participant's country of origin. The Government will communicate to the Secretariat the visa entry requirements - including and if necessary any visa on arrival processes – six (6) months prior to the start of the Assembly.

**Article 6**  
**Communications**

The Organization will enjoy, in their communications and the transfer of documents in connection with the Sixth Assembly and Associated Meetings, treatment not less favorable than that accorded by the Government to any diplomatic mission.

**Article 7**  
**Government's responsibilities for the Sixth Assembly and Associated Meetings**

Unless otherwise agreed in writing among the Parties, the Government will provide the services and facilities, for the Sixth Assembly and Associated Meetings, and cover their costs as set forth below:

1 Facilities

a) The Government will provide conference facilities that will be adequate to host the Sixth Assembly and Associated Meetings.

b) The conference facilities hosting the Sixth Assembly and Associated Meetings (excluding the sites for the project visits) will be available for use on the dates established for the meetings and set up as required and will also provide sufficient exhibition space.

c) The conference facilities will be ready to receive set-up arrangements for the beginning of the Sixth Assembly and Associated Meetings and be available for set-up 3 days prior to the start of the Sixth Assembly and Associated Meetings.

2 Security and Safety

The Government will take all reasonable measures that are necessary to safeguard the participants' security, and the safety of their and the Organization's property, within the premises of the Sixth Assembly and Associated Meetings.

3 Information and Communication Technology, Audio Visual Services and Equipment; Equipment for Registration

The Government will provide audio visual services, internet/Wi-Fi services and equipment (including microphones, interpretation equipment for six languages [English, French, Spanish, Russian, Chinese and Arabic] in the Plenary room and

Interpretation equipment for 3 languages in other specified meeting rooms), viewing screens, projectors, LCD display projectors/panels, web streaming, video and audio recording), as well as equipment pertaining to registration and badging (including digital cameras and printers).

#### 4 Website

The Government will provide an Assembly website that will be active 9 months prior to the Assembly and Associated Meetings. The web site will include, at minimum, logistics information, including travel, visa and approved hotel arrangements, agendas for the Assembly and Associated Meetings, registration for the Assembly and Associated Meetings and project visits. The website will be jointly managed by the Government and the Secretariat.

#### 5 Local Transportation

The Government will ensure that appropriate transportation is available to the participants during the Assembly time-period to and from the approved airports, approved hotels and the Assembly conference facilities. Additionally, the Government will provide transportation to and from official social events with experienced drivers and assisting personnel.

#### 6 Airport Arrangements

The Government will provide airport assistance at Noi Bai, Da Nang, and Ho Chi Minh International Airport for the full duration of the Assembly and Associated Meetings. A welcome desk will be set up and staffed at the airports to assist delegates and all those who will participate in, observe, or perform functions in connection with, the Sixth Assembly and Associated Meetings.

#### 7 Personnel

The Government will provide local personnel required for servicing the Sixth Assembly and Associated Meetings (registration clerks, messengers, secretaries, conference clerks, travel assistants, technicians for operating and maintaining equipment, and any other essential service personnel).

#### 8 Furniture, Equipment and Supplies

a) The Government will provide furniture as required for the installation of offices, registration, and other areas; racks for documents distribution (about two hundred pigeon holes); participants', observers' and head table nameplates, message boards.

b) The Government will provide signage, including exterior and interior directional and door signs for the Sixth Assembly and Associated Meetings.

c) The Government will set up communication facilities and provide office supplies and equipment, including computers, printers, internet and Wi-Fi connections, telephones, fax machines and photocopiers.

9 Project Visits

The Government will make local arrangements for visits to GEF financed project sites.

10 Emergency and Medical Services

The Government will provide medical personnel, equipment, and dedicated space adequate for first aid in emergencies, within the conference area. For serious emergencies, the Government will provide and ensure immediate transportation and admission to a hospital. The Government will, however, not be responsible for the cost of any medical treatment.

11 Protocol

The Government will make arrangements and provide staff to deal with protocol arrangements for VIP participants to the Assembly.

**Article 8**

**Secretariat's responsibilities for the Sixth Assembly and Associated Meetings**

Unless otherwise agreed in writing among the Parties, the Secretariat will be responsible for arranging the following financed from the GEF Trust Fund:

- 1 Travel, subsistence allowances and related expenses for headquarters' GEF officers and employees, and persons specifically recruited or invited to attend, observe or participate in the Sixth Assembly and Associated Meetings;
- 2 Selection, recruitment and payment of travel and related expenses to and from Da Nang, Viet Nam, per diem allowances and salaries of all the technical staff, including translators and interpreters;
- 3 Social events arranged by and at the invitation of the Secretariat including a welcome or closing event for the GEF Assembly as well as a cocktail reception for GEF Council Members;
- 4 Actual charges for mail, cables, fax, Wi-Fi access, long distance calls and other carrier traffic initiated by the Secretariat; and
- 5 All transportation expenses for Secretariat-initiated shipments from Washington, D.C. (United States of America), to the conference facilities and back.

**Article 9**

**Means and Channels of Communications**

This MoU will be carried out, and all action deemed necessary in connection therewith will be taken, by the Parties, through their respective designees.

Communications among the Parties on matters related to the Sixth Assembly and Associated Meetings and to this MoU will be in writing and will be transmitted by email.

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**For the Trustee:**

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**Article 10**  
**Amendments**

The Parties will cooperate to ensure that notice of any changes proposed to this MoU will be given as early as practicable and guaranteeing that the best efforts will be made to facilitate the smooth functioning and preparation of them in a collaborative spirit.

This MoU may be amended or revised in writing by an exchange of letters among the Parties.

**Article 11**  
**Settlement of Disputes**

Should any dispute arise among the Parties to this MoU regarding its interpretation and/or implementation, the Parties will settle such disputes by means of direct consultations conducted in a spirit of trust and friendly cooperation among them.

**Article 12**  
**Entry into Force**

This MoU will enter into force on the date of signature thereof by all the Parties.

**Article 13**  
**Duration**

This MoU will remain in force throughout the duration of the Sixth Assembly and Associated Meetings, as well as the project visits, and for 180 working days thereafter for all matters relating to any of its provisions to be settled

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto, have signed this MoU.

Done in three copies in Hanoi and Washington, D.C, in English and Vietnamese languages, to be effective as of the date of the last signature. In case of discrepancies the English version shall prevail.

FOR THE GOVERNMENT of VIET NAM



Dr. Tran Hong Ha  
Minister of Natural Resources and Environment

FOR THE SECRETARIAT OF THE GLOBAL ENVIRONMENT FACILITY



Naoko Ishii  
CEO and Chairperson

FOR THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
AS TRUSTEE OF THE GLOBAL ENVIRONMENT FACILITY TRUST FUND



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