

# 대한민국, 개도국 온실가스 교육 선도한다.

온실가스종합정보센터, 유엔과 「국제 온실가스 전문가 양성과정」 협력 양해각서 체결
 한국에서 기획한 전문가 양성과정, 유엔의 공식 지원으로 국제적 위상 제고

- < 주요내용 > -

- 국무조정실 온실가스종합정보센터는 유엔기후변화협약(UNFCCC : United Nations Framework Convention Climate Change) 사무국과 「국제 온실가스 전문가 양성과정」 협력을 위해 양해각서를 체결함
- 기존 센터의 전문가 양성과정을 확대·발전시켜 유엔 차원의
  개도국 온실가스 전문가 교육과정으로 공동 운영하자는
  UNFCCC 사무국의 요청에 따라 이루어짐
- 앞으로 센터와 UNFCCC 사무국은 이론과 실습을 겸비한 글로벌
  수준의 교육 커리큘럼과 교재를 공동으로 개발하고, 전문 강사진
  및 교육 대상을 확대하기 위해 함께 노력하기로 함

- □ 국무조정실 온실가스종합정보센터(센터장 김용건)는 유엔기후변화협약 (UNFCCC : United Nations Framework Convention Climate Change) 사무국과「국제 온실가스 전문가 양성과정」협력을 위해 양해각서를 체결하였다.
  - 3월 9일(목) 18시 30분(현지시각 10시 30분) UNFCCC 사무국(독일 본)에서 진행된 체결식에는 패트리샤 에스피노자(Patricia Espinosa) 유엔 기후변화협약 사무총장, 김용건 온실가스종합정보센터장 등 주요 관계자가 참석하였다.
- 이번 양해각서 체결은 기존 센터의 전문가 양성과정<sup>\*</sup>을 확대·발전시켜 유엔 차원의 개도국 온실가스 전문가 교육과정으로 공동 운영하자는 UNFCCC 사무국의 요청에 따라 이루어진 것으로,
  - \* '11년부터 매년 약 4주간에 걸쳐 온실가스 인벤토리 산정방법과 모형분석 등 전문 지식을 제공하는 전문가 양성과정 운영. 현재까지 총 52개국 228명의 수료생을 배출
  - 아 앞으로 센터와 UNFCCC 사무국은 이론과 실습을 겸비한 글로벌
    수준의 교육 커리큘럼과 교재를 공동으로 개발하고, 전문 강사진
    및 교육 대상을 확대하기 위해 함께 노력하기로 하였다.
- 김용건 센터장은 UNFCCC 사무국과의 양해각서 체결은 과학적인
  온실가스 관리 정책과 개도국 지원을 위한 우리의 적극적인 노력이
  유엔 차원에서도 높게 평가되고 있다는 점을 보여주는 것이라면서,
  - 오실가스 전문가 교육 분야에서의 핵심적 역할을 기반으로 신기후
    체제 이행에 따라 확대되는 개도국의 미래 탄소시장 진출 및 국제
    협력을 위한 노력도 병행되어야 한다고 밝혔다.

- 2020년 신기후체제 출범 이후, 각국은 온실가스 감축목표 달성을
  위해 국가 온실가스 배출량을 산정하고 감축경로를 관리해야만 한다.
  - 현재 온실가스 인벤토리 산정 및 모형분석 역량이 부족한 대다수
    개도국들에게는 관련 전문가 육성이 시급한 실정이며, 향후 온실가스
    전문가 교육에 대한 개도국의 수요가 급증할 것으로 전망된다.
  - 그런 점에서 우리나라는 선도적인 온실가스 배출권거래제 도입,
    체계적인 온실가스 인벤토리 인프라 구축 등으로 개도국 온실가스
    전문가 교육 및 인프라 지원에 큰 역할이 기대되는 상황이다.

# ※ (붙임) 1. 국제 온실가스 전문가 양성과정 추진경과('11~'16년) 2. UNFCCC·센터 양해각서 체결 핵심사항 2-1. UNFCCC·센터 양해각서 원문 3. 질의응답

# 붙임 1 국제 온실가스 전문가 양성과정 추진경과('11~'16년)

연도	참가국	참가인원	교육내용
2011년	21개국	44명 (국외37명, 국내7명)	· <b>인벤토리</b> : IPCC 가이드라인 및 국제 동향, 부문별(에너지, 산업공정, 수송, 농업, 폐기물) 산정방법 등 · <b>감축모형</b> : 배출전망모형, LEAP·MESSAGE 등 상향식 에너지 모형 등
2012년	22개국	44명 (국외35명, 국내9명)	· <b>인벤토리</b> : 인벤토리 개괄, 활동자료 수집, 배출계수 개발, 부문별 산정방법, C2GMF 강사 강의 등 · <b>감축모형</b> : 계량경제학, 분야별(개괄, 건물, 수송, 전력, 폐기물, 농업, 산업, 인구) 배출전망 모형, LEAP 상향식 에너지 모형, C2GMF 강사 강의 등
2013년	28개국	38명 (국외34명, 국내4명)	·인벤토리: 인벤토리 산정 기초, 배출계수, 목표관리제, QA/QC 방안, CRF 및 NIR 작성방법, 부문별(에너지, 산업공정, 농업, LULUCF) 산정방법, 불확도 및 간접온실가스 계산 ·감축모형: 통계(계량경제학, STATA), 분야별(건물, 수송, 에너지, 전력, 폐기물) 배출전망 모형, LEAP모형
2014년	29개 국	34명 (국외29명, 국내5명)	·인벤토리: 인벤토리 산정 기초, 불확도 산정, 부문별(에너지, 산업공정, 농업, LULUCF, 폐기물) 산정방법 ·감축모형: 모형일반 및 모형 기초자료, 통계(기초통계, 계량 경제학), 분야별(건물, 수송, 발전, 산업, 농업) 배출전망 모형 및 감축, 감축기술 DB, LEAP모형(사용법, 배출전망, 감축시나리오 분석) ·비고: 교육수준별 분반(초급반, 중급반)
2015년	27개국	37명 (국외34명, 국내3명)	·인벤토리: 인벤토리 산정 기초, 부문별(에너지, 산업공정, 농업, LULUCF, 폐기물) 산정방법, 불확도 산정, 인벤토리를 활용한 분석방법 및 QA/QC 방안 ·감축모형: 분야별(건물, 수송, 발전, 산업, 농업) 배출전망 모형, LEAP모형(사용법, 배출전망 분석, 감축시나리오 분석), 통계 (계량경제학)
2016년	24개국	31명 (국외30명, 국내1명)	· <b>인벤토리:</b> 인벤토리 산정 기초, 부문별(에너지, 산업공정, 농업, LULUCF, 폐기물) 산정방법, QA/QC 방안, IPOC 인벤토리 소프트웨어 등

# 붙임 2 UNFCCC·센터 양해각서 체결 핵심사항

### □ 개요

- (기간) '17.3.9 ~ '21.12.31(약 5년, 상호합의 시 연장가능)
- (교육과정 명칭) BONN-GIR-CASTT\* Programme on Greenhouse Gases
  - \* Climate Action and Support Transparency (파리협정 제13조를 의미) Training

### □ 교육과정 기획·운영·홍보

- (교육과정 기획・개발) 양 기관은 센터의 기존 양성과정을 그대로 운영하되, '18년부터는 상호 협의를 거쳐 지속 개선키로 합의
  - 최신 방법론을 반영한 교육내용을 제공하고, 점진적으로 국제 강사진 확대를 위해 노력키로 합의
- 〇 (교육생 선발) 양 기관은 기존 센터의 선발방침에 따라 교육생을 선발키로 합의(지속적으로 센터가 주관하되, 향후 양측이 개선)
- '17년 양성과정 개최 이전, 관련 자료(교육생 수\*, 지원서 양식, 선발기준, 지원서 평가, 합격통지서 양식)를 상호 공유 예정
- \* 매년 센터의 예산에 따라 결정
- 〇 (교육과정 운영) 센터가 교육과정 운영 전반을 담당하며, 사무국은 사후평가 실시, 수료생 네트워크 개발(당사국총회에서 수료생 모임, 온라인 커뮤니티 운영 등)을 담당키로 합의
- 〇 (교육과정 홍보) 양 기관은 양측 홍보채널을 다방면\*으로 활용하여 전문가 양성과정 홍보
  - \* 센터: 외교 채널, 홈페이지, 사무국 : 웹사이트, SNS, 관련 행사
- UNFCCC 기후협상 회의 시, 부대행사(side event) 개최 합의

### □ 교육과정 예산·기타

- (예산) 원칙적으로 센터가 양성과정의 소요비용(교육비, 항공, 숙박비, 식비 등)을 지원하며, 사무국은 인적자원을 제공하고, 향후 외부 재정지원 확보를 위해 상호 노력키로 합의
- (JPO\*) 사무국은 양성과정 운영업무 담당을 위한 한국인 JPO 선발에 동의하였으며, 인건비 등 관련 비용은 한국정부에서 지원
  - \* Junior Professional Officer로 UN 초급 공무원(P-2 레벨)을 지칭



# UNFCCC·센터 양해각서 원문

### MEMORANDUM OF UNDERSTANDING

between The secretariat of the United Nations Framework Convention on Climate Change (UNFCCC), the Kyoto Protocol and the Paris Agreement and

Greenhouse Gas Inventory and Research Center of Korea (GIR)

#### Background

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is entered into between the secretariat of the United Nations Framework Convention on Climate Change (the "Convention"), the Kyoto Protocol and the Paris Agreement (the "secretariat") and the Greenhouse Gas Inventory and Research Center of Korea (the "GIR"), each a Party and collectively referred to as the "Parties".

Whereas, under Article 18, paragraph 2(c) of the Convention, the secretariat was mandated to facilitate assistance to the Parties, particularly developing countries, on request, in the compilation and communication of information required in accordance with the provisions of the Convention;

Whereas, the Parties share a common objective of building institutional and technical capacity of developing countries to effectively participate in the existing measurement, reporting and verification ("MRV") arrangements under the Convention and the transparency framework under the Paris Agreement,

Whereas, the secretariat has developed the UNFCCC Climate Action and Support Transparency Training (UNFCCC-CASTT) to promote effective and universal participation of countries in the MRV arrangements under the Convention and the transparency framework under the Parties Agreement through a targeted, professional and comprehensive capacity-building;

Whereas, UNFCCC-CASTT includes training designed to cater to different levels of stakeholders involved in national climate governance and implementation: the foundation level training programme, for developing experts and technicians, is divided into four courses on technical matters, including greenhouse gas ("GHG") inventories, mitigation, vulnerability and adaptation, and approaches for tracking support (the concept note of the UNFCCC-CASTT is attached to this MoU);

Whereas, the Parties have decided to collaboratively implement under the UNFCCC-CASTT the specific course UNFCCC-CASTT training programme on GHG inventories (herein after referred to as UNFCCC-GIR-CASTT Programme on Greenhouse Gases);

Whereas, such collaboration between the Parties will serve as a model for delivering a targeted professional training programme, and for future South-South cooperation that responds to the training needs of developing countries in the area of MRV and the transparency framework;

Whereas, GIR has developed a training programme curriculum on GHG which will, in a first time, continue to be used with minor adjustments to institutional arrangements and the MRV guidelines until the UNFCCC-GIR-CASTT Programme on Greenhouse Gases is fully operational as developed by the Parties in accordance with this MoU;

Whereas, such collaboration will contribute to further outreach of the GIR's international cooperation activities, and help the GIR be a global GHG think-tank and information hub. Also, it will facilitate the GIR's continued contributions towards the Republic of Korea's efforts taking a bridging role between developed and developing countries for achievement of the Article 2 of the Convention and the Paris Agreement.

Now therefore the Parties agree to conclude this MoU which sets out the terms and conditions of their collaboration:

 PURPOSE AND SCOPE. The purpose of this MoU is to provide a framework for collaboration between the secretariat and the GIR with respect to the implementation of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases. Specifically, the Parties agree to collaborate on the implementation of the UNFCCC-GIR-CASTT Program on Greenhouse Gases, inter-alia, in the following areas, as further detailed in Article 2 (Roles and Responsibilities):

- a) Development of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
- b) Delivery of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
- c) Admissions to sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
- d) Hosting and logistical arrangements for the sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
- Marketing, communications and outreach in relation to the UNFCCC-GIR-CASTT Programme on Greenhouse Gases.

 ROLES AND RESPONSIBILITIES OF THE PARTIES. The Parties agree on their respective roles and responsibilities as outlined below:

- a) Development of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases:
  - The secretariat will review the existing GIR training programme on GHG as well as those training programme and/or materials on GHG from the secretariat, and will identify areas for adjustments to the existing GIR training programme;
  - ii. GIR, in collaboration with the secretariat, will:
    - Design the structure for the UNFCCC-GIR-CASTT Programme on Greenhouse Gases, making any necessary adjustments to the existing GIR training programme as identified in accordance with paragraph 2 a) i above.
    - b) Develop the training materials under the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
    - Make any adjustments to the UNFCCC-GIR-CASTT Programme on Greenhouse Gases for further improvement as required throughout the years of implementation of this MoU;
    - d) Select the lecturers for the UNFCCC-GIR-CASTT Programme on Greenhouse Gases and develop and maintain a roster of lecturers with the goal of expanding the pool of international lecturers for the UNFCCC-GIR-CASTT Programme on Greenhouse Gases.
- b) Delivery of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases
  - GIR will, once a year, deliver the UNFCCC-GIR-CASTT Programme on Greenhouse Gases to trainees selected in accordance with paragraph 2 c) below;
  - GIR will be responsible for all administrative responsibilities in relation to the delivery of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
  - The secretariat will, at its own cost, contribute resource person(s) on-the-ground during the delivery of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
  - iv. The secretariat will:
    - Lead the UNFCCC-GIR-CASTT Programme on Greenhouse Gases evaluation process, analyse the results, and develop an evaluation report for the consideration of both Parties;

- b) Lead in the development of a network of trainees, for example an alumni gathering in the margins of sessions of the Subsidiary Bodies and the Conference of the Parities, and through an online community.
- c) Admissions to sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases
  - i. Building on the existing guidelines for admission to the GIR training program for GHG inventory and mitigation modelling (herein after referred to as the GIR training programme), GIR, in consultation with the secretariat, will review, define, and update the admission related procedures and materials, including the following elements:
    - a) Application forms;
    - b) Selection criteria/eligibility requirements;
    - c) Methodologies for evaluating the eligible applicants; and,
    - d) Decide on the total number of trainee intakes, taking into account, among other things, availability of financial resources including the GIR's annual budget to support the participation of trainees from developing countries, and gender balance and regional distribution of the cohort; and,
    - e) Generic template for the acceptance letters.
  - The UNFCCC-GIR-CASTT Programme on Greenhouse Gases may accommodate applications from trainees from developed countries on the following conditions:
    - The total number of eligible trainees from developing countries is less than the agreed total number of intake for that particular round of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
    - b) The applicant fully meets the eligible requirements; and,
    - c) The admission does not result in additional explicit financial implications apart from those fees associated with the training delivery.
  - iii. GIR will:
    - a) Receive all applications from prospective trainees and share them with the secretariat;
    - Lead the selection of eligible trainees, with technical input from the secretariat, up to the decided total intake number on the basis of the selection criteria/eligibility requirements and methodologies for evaluating the eligible applicants referred to in paragraph 2(c)i above;
    - c) Communicate with prospective and accepted trainees during both the admissions and the training phases. This includes sending acknowledgement and acceptance letters, posting the list of accepted trainees at the GIR's website and communicating information on logistics and course details.
- Hosting and Logistical Arrangements for the sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases:
  - GIR will be responsible for all aspects of logistical arrangements for the delivery of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases, including, but not limited to, venue, travel, transportation, field trip, and visa support for trainees.
- Marketing, Communications, and Outreach in relation to the UNFCCC-GIR-CASTT Programme on Greenhouse Gases:
  - i. The secretariat, in collaboration with GIR, will:

- Identify key communication messages to be used in all marketing and outreach materials, including the call for admission to sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
- b) Develop new communication materials to reflect the UNFCCC/GIR collaboration on the basis of the newly identified communication messages;
- c) Seek opportunities to organize side-events on the margins of the mid-year sessions of the Subsidiary Bodies to the Convention to share participant experiences after engaging in the UNFCCC-GIR-CASTT Program on Greenhouse Gases.
- ii. GIR, in collaboration with the secretariat, will:
  - Update existing communication materials to reflect the UNFCCC/GIR collaboration on the basis of the newly identified communication messages;
  - b) Seek opportunities to organize side-events on the margins of the year-end sessions of the Subsidiary Bodies to the Convention to share participant experiences after engaging in the UNFCCC-GIR-CASTT Program on Greenhouse Gases.
- iii. GIR and secretariat will both explore, and make use of, the respective communication channels that are available to them to disseminate and promote the UNFCCC-GIR-CASTT Programme on Greenhouse Gases. For example, GIR may continue using its diplomatic channel as well as its relevant websites, and the secretariat may use its website, social media networks, and other related events to disseminate and promote the UNFCCC-GIR-CASTT Programme on Greenhouse Gases.
- 3. FINANCIAL ASPECTS. The Parties agree on the financial aspects as outlined below:
  - a) Support to the trainees: GIR will provide eligible trainees from developing countries to sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases with a full scholarship, including all costs related to admission fees to, travel to the venue, and living expenses while attending the session of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases;
  - b) Holding of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases in 2017: GIR will provide the financial resources necessary for holding a session of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases in 2017, including resources to support the trainees as referenced in paragraph 3a. Subject to GIR obtaining the financial resources through their government appropriations process, GIR will provide the financial resources for holding future sessions of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases for the period 2018–2021 if its annual budget is provided by the government of Republic of Korea;
  - c) Additional Resources: The Parties may seek to mobilize external resources in order to offer an additional session of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases within a given year, and/or fund participation of additional trainees in the annual session of the UNFCCC-GIR-CASTT Programme on Greenhouse Gases.

#### 4. MODALITIES OF COOPERATION.

4.1 Joint work plan: for the purpose of implementing this MoU, a work plan will be developed annually by GIR with input from the secretariat, by the end of the calendar year for the following year (e.g. the work plan for 2018 will be developed by the end of 2017). This work plan will be consistent with the roles and responsibilities of GIR and the secretariat outlined in Article 2.

4.2 Junior Professional Officers: The Parties acknowledge, and will respect the provisions of, the Memorandum of Understanding concluded on 24 March 2014 between the secretariat and the Ministry of Environment of the Republic of Korea concerning the appointment of recruitment and appointment of Korean Junior Professional Officers.

#### 5. CONSULTATION, MOU FOCAL POINTS AND COMMUNICATIONS.

5.1 The Parties will consult with each other with respect to improving their communication and coordination in relation to their collaboration envisaged in this MoU, as appropriate.

5.2 The Parties each designate the following focal points (Focal Points) to oversee the proper implementation of this MoU and to have regular discussions about the status of activities under this MoU:

- The secretariat: Jigme, Team Lead, Transparency Implementation Support Unit, Mitigation, Data and Analysis Programme;
- b) GIR: Jae Jung, Deputy Director, International Cooperation Unit, Planning and Administration Team.

5.3 Any notice or other communication required or made pursuant to this MoU shall be in writing and shall be deemed duly and properly given if and when sent by registered mail, confirmed fax or email to the Focal Point of the relevant Party or at such other address as the Parties shall specify in writing.

5.4 A Midterm Review will occur in the second half of calendar year 2019, with the aim of taking into account needs arising from the modalities, procedures, and guidelines for the transparency framework under the Paris Agreement, and also feedback from those trainees that successfully completed the UNFCCC-GIR-CASTT Programme on Greenhouse Gases.

#### 6. LEGAL RELATIONSHIP.

6.1 The collaboration between the Parties under this MoU is on a non-exclusive basis. Nothing in this MoU or the collaboration provided for under this MoU shall be construed as creating or implying a joint venture, employment, franchise, agency, or any other form of legal association between the Parties.

6.2 The personnel, agents or contractors of GIR shall not be considered in any respect or for any purposes whatsoever as being the employees or agents of the secretariat, nor shall any personnel, representatives or other affiliates of the secretariat be considered, for any purposes whatsoever, as being employees or agents of GIR.

6.3 Save as expressly provided for in this MoU, this MoU does not in any way commit either Party to financial or human resource obligations.

6.4 This MoU shall not be construed to interfere in any way with the independent decision-making autonomy of the Parties to affect or waive the provisions of their organizational documents, policies, procedures or similar documents. Each Party shall carry out its responsibilities and obligations under this MoU in accordance with its respective regulations, rules, policies and procedures, and decisions of its governing bodies.

#### 7. INTELLECTUAL PROPERTY RIGHTS.

7.1 GIR shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to documents, training materials, and other materials that GIR prepares or develops during the course of the performance of this MoU.

7.2 Notwithstanding the foregoing, GIR hereby grants to the secretariat a royalty-free, world-wide, perpetual, non-exclusive and irrevocable license to use the material for official purposes to the secretariat, including the license to disseminate, reproduce and publish any of the material, in whole or in part.

#### 8. CONFIDENTIALITY.

8.1 The Parties undertake to keep confidential, and not to disclose to any third party without the written agreement of the other Party, all confidential information exchanged between them in connection with this MoU.

8.2 For purposes of this MoU, "confidential information" means all financial, technical, operational, commercial, staff, management and other information, data, experience and knowledge of either Party which is disclosed to the other Party and identified as confidential information or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure.

8.3 GIR may disclose confidential information to the extent required by law and requested by the Parliament, provided that, subject to and without any waiver of the privileges and immunities of the secretariat, GIR will give the secretariat sufficient prior notice of a request for the disclosure of confidential information in order to allow the secretariat to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

8.4 The secretariat may disclose confidential information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the UN General Assembly or rules promulgated thereunder, provided that the secretariat will give GIR sufficient prior notice of a request for the disclosure of confidential information in order to allow GIR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

#### 9. LIABILITY.

9.1 Each Party shall be responsible for dealing with any third-party claims and ensuing losses or liabilities arising out of its own acts or omissions in relation to the performance of this MoU.

9.2 Save as expressly provided in this MoU, neither Party shall be liable to the other for any indirect or consequential loss or damage whatsoever, (even if that Party was aware of the possibility of such loss or damage to the other), loss of business, loss of profits, depletion of goodwill and similar losses.

10. INDEMNIFICATION. GIR shall be responsible for resolving and shall defend, indemnify and hold harmless the secretariat and its officials in respect of any action, claim or other demand or liability of any nature or kind brought or asserted by third parties arising out of, or in connection with, the acts or omissions of GIR or of its personnel, employees, officials, agents, servants and representative under this MoU, including any allegations or claims that work under this MoU constitutes infringement of any patent, copyright, trademark, or other intellectual property right

of any third party. The secretariat shall promptly advise GIR about any such suits, proceedings, claims, demands, losses or liability after receiving any notice thereof, and shall reasonably cooperate with GIR at GIR's sole cost and expense, in the defense or settlement thereof, subject to the privileges and immunities of the secretariat.

#### 11. DISPUTE SETTLEMENT.

11.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. In the event of any dispute, controversy or claim, a Party may in writing request the other Party to seek amicable settlement

- a) through the Focal Points; and
- b) if the Focal Points are unable, within thirty (30) days, to resolve such dispute, controversy or claim, through conciliation in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other amicable settlement procedure as may be agreed in writing between the Parties.

11.2 Arbitration. Any dispute, controversy or claim between the Parties arising out of this MoU, or the breach, termination or invalidity thereof, unless settled amicably in accordance with paragraph (a) above within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement or the completion of conciliation procedures, if commenced, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this MoU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

 PRIVILEGES AND IMMUNITIES. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the secretariat.

#### 13. USE OF UNFCCC NAME AND LOGO AND ACKNOWLEDGEMENT.

13.1 GIR may refer to the name and use the logo of the UNFCCC, only in relation to the UNFCCC-GIR-CASTT Program on Greenhouse Gases, on its website and through other communication channels. GIR shall consult the secretariat on any text that includes a reference to the name and/or the logo of the UNFCCC within a reasonable time before submission for publication of the text, and shall take full account of the comments of the secretariat.

13.2 When communicating in relation to the UNFCCC-GIR-CASTT Program on Greenhouse Gases on its website or through social media, the secretariat will acknowledge the contribution of GIR.

#### 14. MISCELLANEOUS.

14.1 Modification: this MoU may be amended only by written agreement of the Parties.

14.2 No Assignment: GIR shall neither assign nor transfer any obligation arising under this MoU without the prior written consent of the secretariat. Any assignment shall not relieve GIR of any obligation arising under this MoU.

14.3 Entire agreement and no waiver: this MoU and its Annexures represent the entire agreement and understanding between the Parties with respect to the subject matter thereof. No waiver of any provision of this MoU shall be deemed to be a waiver of any other provision of this MoU and its Annexures.

14.4 Entry into force: this MoU shall become effective when signed by both Parties or, if signed on different dates, from the date of the latest signature.

14.5 Duration: unless earlier terminated in accordance with this MoU, this MoU will remain valid until 31 December 2021 with a possibility of extension, subject to express written consent by both Parties.

14.6 Termination:

- a) The secretariat or GIR may terminate this MoU upon thirty (30) days prior notice to the other Party.
- b) Each Party may also terminate this MoU with immediate effect and without prior notice in the event of a material breach by the other Party of any term of this MoU or in the event each Party considers, at its sole discretion, that its reputation is at risk due to its collaboration with the other Party. In this event, all references to the collaboration between the Parties shall be promptly removed from both Parties' websites and any other location.
- c) In the event of termination of the MoU, the Parties shall take all necessary actions as required to promptly and in an orderly and cost effective manner terminate any activity being carried out under this MoU.

14.7 Survival: Article 6 (legal relationship); article 7 (intellectual property rights); article 8 (confidentiality); article 9 (liability); article 10 (indemnification); article 11 (dispute settlement); article 12 (P&I); article 13 (use of UNFCCC logo) and the obligations arising thereunder, shall not lapse on the termination or expiration of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Party, have signed this Memorandum of Understanding in duplicate in English in Bonn Germany, each of which shall be deemed an original and which together constitute one and the same instrument on the latest day set out below.

For the secretariat of the United Nations For the Greenhouse Gas Inventory and Research Framework Convention on Climate Change, Center of Korea the Kyoto Protocol and the Paris Agreement Signature: Signature: ..... ..... Name: Name: Patricia Espinosa Yong-Gun Kim Title: Executive Secretary Title: President Date: Date: .....

# 붙임 3 질의응답

### 1. UN과 양해각서(MOU)를 체결하는 추진배경은?

- 파리협정 발효 이후, 개도국의 온실가스 인벤토리 산정·배출량
  전망·감축잠재량 분석 기반 구축 및 관련 역량강화를 다루는 센터의
  전문가 양성과정에 대한 수요가 증대되고 있습니다.
- 신터 전문가 양성과정과 유사 교육프로그램<sup>\*</sup>을 기획하던 UNFCCC
  사무국은 센터의 전문가 양성과정을 검토한 후, UNFCCC 교육과정
  으로의 지원의사를 밝혔습니다.
  - \* 「Bonn Climate Action and Support Transparency Training」 과정
- 이에 센터는 '11년부터 자체적으로 운영해 온 「국제 온실가스 전문가 양성과정」을 UNFCCC 공식지원 협력사업으로 확대하여 전문성 및 교육효과 등을 극대화하기 위해 양해각서를 체결하게 되었습니다.

### 2. 「국제 온실가스 전문가 양성과정」이란?

- 온실가스종합정보센터는 2011년부터 개도국의 공무원, 연구원을
  대상으로 「국제 온실가스 전문가 양성과정」을 운영해 오고 있습니다.
- 본 과정은 한국에서 개최되며, 약 4주간의 다양한 강의, 실습, 토론
  등을 통해 참가자들이 온실가스 인벤토리 산정과 감축잠재량 모형
  분석 등 관련된 역량이 강화될 수 있도록 추진하고 있습니다.
- 또한, 온실가스 배출량 계산 및 모형 분석의 기초적인 방법론부터 부문별 접근 방법까지 이론과 실습을 종합적·체계적으로 제공한다는데 강점이 있습니다.
- 그리고 국내 현장견학을 통해 개도국 교육생들이 한국 문화를 다양
  하게 체험·이해시킴으로써 외교 역할도 병행하고 있습니다.

 아울러, 매년 개최하는 유엔기후변화협약 당사국총회의 사이드 이벤트를 활용하여 센터의 전문가 양성과정을 소개, 개도국 수료자 들의 참가 후기 및 활용 사례를 공유하는 등 선진국과 개도국이 함께 하는 토론의 장을 마련하고 있습니다.

## 3. 유엔기후변화협약(UNFCCC)이란?

- 유엔기후변화협약(United Nations Framework Convention Climate Change, UNFCCC)이란 이산화탄소를 비롯한 온실가스의 방출을 제한하여 지구온난화를 방지하기 위해 세계 각국이 동의한 협약으로, 1992년 6월 리우회의에서 채택되어 1994년 3월 21일 발효 되었습니다. 우리나라는 1993년 12월에 47번째로 가입했습니다.
- 기후변화협약 당사국들은 1995년부터 매년 1회 당사국 총회(Conference of the Parties, COP)를 개최합니다. 2015년 12월 프랑스 파리에서 제21차 당사국 총회, 2016년 11월에는 모로코 마라케시에서 제22차 당사국 총회가 개최되었으며, 2017년 11월 독일 본에서 제23차 당사국 총회가 개최될 예정입니다.

# 4. 파리협정(Paris agreement)이란?

- 2015년 11월 30일부터 프랑스 파리에서 열린 제21차 유엔기후변화 협약(UNFCCC) 당사국총회(COP21)가 2주간에 걸친 협상 끝에 12월 12일, 2020년 이후의 신기후체제 수립을 위한 최종 합의문인 「파리협정(Paris Agreement)」을 최종 채택하였습니다.
- 신기후체제는 2020년 만료 예정인 교토의정서를 대체, 2020년 이후의 기후변화 대응을 담은 국제협약이며, 파리협정은 선진국만 온실 가스 감축 의무가 있었던 1997년 교토의정서와는 달리 196개 당사국 모두에게 구속력 있는 보편적인 첫 기후합의라는 점에서 역사적인 의미를 지닙니다.