

Information sensitivity, classification and handling:

Procedures for handling of confidential information submitted in biennial transparency reports under Article 13 of the Paris Agreement

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I. Purpose

1. This document presents the procedures for the handling of information designated as confidential by Parties in biennial transparency reports (BTRs) or received during the subsequent review process described in decision 18/CMA.1 (*Modalities, Procedures and Guidelines for the Transparency Framework for Action and Support referred to in Article 13 of the Paris Agreement*) (the MPGs). These procedures outline the roles and responsibilities of the United Nations Framework Convention on Climate Change (UNFCCC) secretariat (secretariat), Parties and members of technical expert review teams (TERTs).

II. Background

2. Protection of confidential information is of critical importance to Parties, the secretariat, experts and other stakeholders (e.g. national data providers) involved in operationalizing the Enhanced Transparency Framework (ETF) of the Paris Agreement. Protecting confidential data following appropriate and established procedures builds trust in the system. National governments and their data providers will have a higher degree of confidence in sharing national data, including information designated as confidential, if they know that members of TERTs and the secretariat have clear and established procedures for the handling of such information.
3. Decision 18/CMA.1 and decision 5/CMA.3 (*Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement*) acknowledge the potential needs of Parties to protect confidential information during the reporting and review process of BTRs. Provisions in these decisions apply to Parties, members of TERTs and the secretariat.¹
4. Recognizing a fundamental principle of the MPGs to build on and enhance the transparency arrangements under the Convention, the procedures outlined in this document for application to the review of information designated as confidential under the Enhanced Transparency Framework (ETF) of the Paris Agreement build on two sets of existing procedures related to the treatment and handling of confidential information:
 - a. Decision 12/CP.9 (*Issues relating to the technical review of greenhouse gas inventories from Parties included in Annex I to the Convention*) through which Parties adopted a code of practice for the treatment of confidential information in the technical review of greenhouse gas (GHG) inventories from Parties included in Annex I to the Convention. The UNFCCC subsequently published procedures to implement the Code of Practice (UNFCCC 2004a) as well as an Agreement for Expert Review Services to be signed by members of experts review teams expressing their agreement to be bound by the Code of Practice (UNFCCC 2004b).
 - b. UN and UNFCCC policies on information sensitivity, classification and handling. The UN Secretary General Bulletin ST/SGB/2007/6 (United Nations 2007) and UNFCCC Secretariat Bulletin B/2012/2 (UNFCCC 2012a) apply primarily to staff. In addition, the UNFCCC Administrative Guideline AG/2012/12 (UNFCCC 2012b), provides guidance to programmes, staff, third parties and partners for handling sensitive information.

¹ Decision 18/CMA.1, paragraphs 31, 47, and 164. Decision 5/CMA.3, paras. 7 and 26.

A. Confidentiality in decisions 18/CMA.1 and 5/CMA.3

- The MPGs do not require Parties to submit confidential information in their BTR submission. There are several provisions, in particular for GHG inventory data, acknowledging that a minimum level of aggregation may be needed by Parties to protect confidential business and military information and thus that information may be designated as “confidential” (Table 1).

Table 1. Provisions on designation and reporting of confidential information

Reference	Decision provision
18/CMA.1, annex, para. 31	Each Party shall use notation keys where numerical data are not available when completing common reporting tables, indicating the reasons why emissions from sources and removals by sinks and associated data for specific sectors, categories and subcategories or gases are not reported. These notation keys include: *** (e) “C” (confidential) for emissions by sources and removals by sinks of GHGs where the reporting would involve the disclosure of confidential information.
18/CMA.1, annex, para. 47	Each Party shall report estimates of emissions and removals for all categories, gases and carbon pools considered in the GHG inventory throughout the reported period on a gas-by-gas basis in units of mass at the most disaggregated level, in accordance with the IPCC guidelines referred to in paragraph 20 above, using the common reporting tables, including a descriptive summary and figures underlying emission trends, with emissions by sources listed separately from removals by sinks, except in cases where it may be technically impossible to separate information on emissions and removals in the LULUCF sector, and noting that a minimum level of aggregation is needed to protect confidential business and military information.
5/CMA.3, annex I	All common reporting tables (CRT) have the following footnote: Note: Minimum level of aggregation is needed to protect confidential business and military information , where it would identify particular entity's/entities' confidential data.
	Table 1.B.2 of the CRT contains the following Note: A Party may collapse rows in this table up to the 1.B.2.a, 1.B.2.b, or 1.B.2.c level when all data below must be aggregated to protect confidential business and military information ; and these data can be used to identify particular entity(ies). The rows will be expanded for display purposes. An explanation of why this has been applied will be provided in the documentation box.
	Table 1.C of the CRT contains the following Note: A Party may collapse rows in this table up to 1.C.1, and 1.C.2 when: all the data must be aggregated to protect confidential business and military information , and this data can be used to identify particular entity(s). The rows will be expanded for display purposes. An explanation of why this has been applied will be provided in the documentation box.
5/CMA.3, para. 7	<i>Also</i> requests the secretariat to incorporate the confidentiality approach referred to in paragraph 26 below into the reporting tools (see Table 2);

- Further, the MPGs and decision 5/CMA.3 outline procedures for the subsequent handling of information designated by Parties as confidential during the subsequent review of the Party’s BTR, emphasizing that TERT members and the secretariat are obligated to maintain the confidentiality of information submitted during and after the completion of the review process (Table 2).

Table 2. Provisions on review of confidential information

Reference	Decision provision
18/CMA.1, annex, para. 164	A Party may designate information provided to the technical expert review teams during the review as confidential. In such a case, the Party should provide the basis for protecting such information. In this case, technical expert review teams and the secretariat shall not make the information publicly available. The obligation of the members of the technical expert review team to maintain confidentiality continues after the completion of the technical expert review.
5/CMA.3, para. 26	Recalls that, in accordance with decision 18/CMA.1, annex, paragraph 47, a minimum level of aggregation is needed to protect confidential business and military information and that in such cases a Party shall provide to the technical expert review team information on methods used to estimate emissions and removals for relevant subcategories in accordance with good practice elaborated in the Intergovernmental Panel on Climate Change 2006 IPCC Guidelines for National Greenhouse Gas Inventories, as well as the descriptions, assumptions, references and sources of information used.

B. Confidentiality procedures under the Convention as the basis for procedures for protection of confidential information for BTR reviews under the Enhanced Transparency Framework

i. Decision 12/CP.9

7. Decision 12/CP.9, adopted by Parties in 2003, served as the guiding decision on the treatment of confidential information during the review of Annex I GHG inventories submitted under the Convention. This decision, *inter alia*, adopted a “Code of practice for the treatment of confidential information in the technical review of greenhouse gas inventories from Parties included in Annex I to the Convention” and requested the secretariat to develop and make available procedures to implement that Code. The secretariat was further requested, in that decision, to develop an expert services agreement (ESA) to be signed by experts participating in reviews agreeing to adhere to the procedures.
8. The existing **Code of Practice (Annex II to decision 12/CP.9)** covered the following types of activities during Annex I inventory reviews:
 - a. Noted the Party’s right to designate information as confidential, and the procedures to protect that information should a Party voluntarily choose to allow access to it;
 - b. Procedures for the Party to designate information as confidential;
 - c. Expectations of expert review team members that may handle confidential information, including a requirement to sign an ESA;
 - d. Training of the secretariat and expert review team members on the handling of confidential information;
 - e. Unique circumstances arising from protection of confidential information in an in-country review versus other review formats;
 - f. Ensuring that confidential information is not made publicly available, including in review reports;
 - g. The secretariat procedures for handling and maintaining confidentiality of information received;
 - h. Obligation of the UNFCCC to make confidentiality procedures publicly available.

9. **Parties agreed in decision 12/CP.9, annex III that the following elements specifically related to confidentiality be included in the ESA:**
 - a. Experts shall work in their personal capacity, and perform duties in an objective, neutral and professional manner;
 - b. Information provided by Parties under review and by the secretariat is provided for the sole purpose of the inventory review and shall not be used by expert review team members for purposes other than the inventory review;
 - c. Experts shall not disclose information about the review, including any findings, or the status of internal procedures, to anyone except the Party concerned, the secretariat, members of the review team and, as necessary, other lead reviewers, while the review is being conducted;
 - d. Each expert has an obligation to protect confidential information both during and after terms of service and experts authorized to handle confidential information will adhere to agreed procedures for treatment of that information;
 - e. Experts authorized to work with confidential information shall disclose any potential conflicts of interest associated with that information before having access to such material.

10. Finally, in accordance with paragraph 5 of decision 12/CP.9, the secretariat **published specific UNFCCC procedures to implement the Code of Practice**. In addition to emphasizing the elements of decision 12/CP.9, the UNFCCC procedures established the following:
 - a. Secretariat staff are subject to United Nations regulations and standard of conduct during and following their tenure at the UNFCCC, including prohibition from disclosing of information made available to them in their public role;
 - b. The specific internal procedures to be maintained by the secretariat from the receipt of confidential information, to protection of that information during its physical and electronic movement in the secretariat, including copying, filing, storage and retrieval practices;
 - c. Access to confidential information is on a “need-to know” basis and is granted only after ensuring staff do not have potential conflicts of interest.

11. Decision 12/CP.9 and the UNFCCC procedures to implement the Code of Practice have served as the foundation for, and implementation of, all activities related to handling of confidential information for reviews of GHG inventory information under the Convention since 2004.
 - ii. UNFCCC Secretariat Bulletin and Administrative Guideline

12. Subsequent to the adoption of decision 12/CP.9, the secretariat published policies on information sensitivity, classification and handling of confidential information. First, the secretariat implemented the United Nations Secretary-General’s Bulletin ST/SGB/2007/6 on Information sensitivity, classification and handling through the issuance of UNFCCC Secretariat Bulletin “Information sensitivity, classification and handling” (B/2012/2). In addition, work instructions on the implementation of the policy were issued through the Administrative Guidelines (AG/2012/12).

13. The UNFCCC **Secretariat Bulletin (B/2012/2)**:
 - a. Implements the overall UN Secretary General Bulletin (ST/SGB/2007/6) on “Information sensitivity, classification and handling” to the organizational structure and work of the UNFCCC.

- b. Provides guiding principles outlining the importance of balancing the open and transparent work of the secretariat while exercising careful judgement to ensure that sensitive information is handled in an appropriate manner.
 - c. Reminds UNFCCC staff that they are bound to properly maintain secretariat procedures, a pledge that staff reaffirm in taking the United Nations Oath of Office and refers to Article 10 of the United Nations Staff Regulations and Rules for disciplinary measures when there is a breach of this Oath.
 - d. Introduces the work instructions contained in AG/2012/12 regarding the roles and responsibilities of various programmes, staff, third parties and partners for handling sensitive information.
14. The work instructions in the Administrative Guideline (AG/2012/2) are broken down into eight overall areas for the handling of sensitive information:
- a. A.1 Identification of sensitive information
 - b. A.2 Classification and marking of information
 - c. A.3 Declassification / reclassification
 - d. A.4 Personal data
 - e. A.5 Access to sensitive information
 - f. A.6 Information sharing
 - g. A.7 Physical controls
 - h. A.8 Disposal of sensitive information
15. Both the UNFCCC Secretariat Bulletin and the Administrative Guideline acknowledge that the overall policy and framework may be supplemented, as appropriate with specific work instructions for individual organizational units in the secretariat (e.g. divisions).
16. Building on the Code of Practice and ESA as contained in decision 12/CP.9 and the latest UNFCCC procedures for handling of confidential information, Section III and Annexes I-III contain the procedures for handling of confidential information for review related activities under the Enhanced Transparency Framework of the Paris Agreement.

III. Information sensitivity, classification and handling procedures for information designated by Parties as confidential under Article 13 of the Paris Agreement

17. Building on decision 12/CP.9, updated to reflect the requirements of decisions 18/CMA.1 and 5/CMA.3, and the latest UNFCCC procedures for handling sensitive information, it is essential to issue specific procedures for the handling of confidential information received by the secretariat and members of TERTs during the technical expert review process under Article 13 of the Paris Agreement.
18. The information sensitivity, classification and handling procedures for the technical review process are contained in three annexes to this document:
- a. Annex I contains the **Code of Practice for Handling of Information Designated by Parties as Confidential during Review-related Activities under Article 13 of the Paris Agreement** (hereinafter referred to as the Article 13 Code of Practice). The procedures

outline the responsibilities of Parties, TERT members and the secretariat in protecting information designated as confidential by Parties.

- b. Annex II contains the **Agreement for Expert Review Services for BTR Review Activities**. This document is to be reviewed and signed by each member of a TERT prior to their participation in a BTR review, to affirm that they do not possess a conflict of interest with respect to the Party / Parties under review and to agree that they will uphold the procedures for handling of confidential information received or viewed as a result of their role in the review process.
 - c. Annex III contains a **Supplemental Agreement for Consultant Services for BTR Review Activities**. Similar to the Agreement for Expert Review Services for BTR Review Activities, which is to be signed by TERT members, the Supplemental Agreement is to be signed by any consultants who are supporting the BTR review process and have access to information designated as confidential by the Party. The Supplemental Agreement is signed in addition to the contract for services to be rendered by the consultant.
19. The purpose of the Article 13 Code of Practice and the agreements for expert and consultant services is to protect confidential data and information provided by Parties, safeguard against any potential, actual and perceived conflicts of interest that may arise, and ensure that the TER process functions with impartiality, objectivity, equity and transparency.
 20. A conflict of interest occurs when, by act or omission, the personal interests of a member of a TERT or a consultant interfere with the performance of his or her duties and responsibilities or with the integrity, independence and impartiality required by his or her contribution to the TERT process. Such conflicts of interest may arise if an expert or consultant is engaged in activities directly related to, or supporting, preparation, review or submissions of the BTR of a Party for which the expert or consultant has been invited by the secretariat to support the TER process.
 21. The procedures outlined in Annexes I, II and III are relevant to, and shall be applied, as applicable, to Parties, members of TERTs and secretariat staff and consultants in the conduct of BTR review-related activities under Article 13 of the Paris Agreement.
 22. These procedures, and any future updates, will be made publicly available on the BTR review process website.²

² <https://unfccc.int/technical-expert-review>

Annex I. Code of Practice for Handling of Information Designated by Parties as Confidential during Review-related Activities under Article 13 of the Paris Agreement

1. Annex I contains a Code Of Practice for Handling of Information Designated by Parties as Confidential during Review-Related Activities under Article 13 of the Paris Agreement (hereinafter referred to as the Article 13 Code of Practice).
2. The procedures below apply to information designated by Parties as confidential and received by the secretariat or members of TERTs related to the technical expert review (TER) process under Article 13 of the Paris Agreement.

1. Procedures for handling of information designated as confidential

A. Secretariat procedures upon establishing TERTs

3. Upon establishing a TERT, the secretariat will provide an expert services agreement (ESA) (Annex II) to all members of the team to ensure that there are no potential conflicts of interest in serving on the TERT for the Party/Parties assigned to that expert team, including with respect to the potential for reviewing information designated by the Party/Parties as confidential.
4. Potential members of the TERT may not participate in any activities related to the TER process for that Party/those Parties until the secretariat receives a signed copy of the ESA indicating that there is no real or perceived conflict of interest with respect to that Party / those Parties.
5. In cases where the secretariat hires a consultant to support BTR review-related activities, the contract will include a Supplemental Agreement for Consultant Services (Annex III) for BTR Review Activities that must be signed prior to participating in those activities .
6. The secretariat shall ensure that any expert or consultant who acknowledges a potential conflict of interest relating to the review of information provided in the BTR by a Party is excluded from participating in, or otherwise supporting, the review of the Party concerned.

B. Identification of confidential information

7. Pursuant to paragraphs 31 and 47 of the MPGs, a Party has a right to designate GHG inventory information as confidential and report at a level of aggregation needed to protect confidential business and/or military information. During the TER process, TERTs may request access to such information, or other information deemed confidential by the Party (e.g. information related to the tracking of progress or provision of support). In accordance with paragraph 164 of the MPGs, a Party may designate information provided to the TERTs during the review as confidential and, in such a case, the Party should provide the basis for protecting such information.

8. Should a Party voluntarily allow access to confidential information, the provisions outlined in this Article 13 Code of Practice shall apply.
9. Confidentiality is designated by the Parties, not UNFCCC staff, consultants or members of TERTs.
10. The secretariat will ensure that staff, members of TERTs and consultants supporting the TER process:
 - a. Are provided a link to this Article 13 Code of Practice governing handling of information designated by the Party as confidential at the time they are invited or requested to participate in the TER process review week;
 - b. Are made aware of their personal liability and of the potential consequences, including legal consequences, that may arise from disclosure by them of information designated by a Party as confidential;
 - c. Appreciate the level of risk for the secretariat, as well as for Parties and the integrity of the BTR review process if confidential information is not handled appropriately.

C. Classification and marking of information

11. Decisions 18/CMA.1 and 5/CMA.3 do not contain specific procedures for labelling of confidential information. Thus, the secretariat, when communicating with Parties to prepare for a planned BTR review cycle, will remind Parties of this Article 13 Code of Practice and the rights of Parties to designate information as confidential and encourage them, if providing such information, to clearly identify it as such by carrying out one or both of the following procedures and notifying the secretariat in a timely manner that the confidential information has been transmitted:
 - a. Assign a label of confidentiality in the metadata when using an electronic tool to communicate the confidential information, where possible; if such assignment in the metadata is not possible clarify in the title of any electronic communication that material contained therein is confidential;
 - b. Designate the specific document /page(s)/ figure(s) or tables(s) using either a watermark (if electronic) or label (if hardcopy) to highlight that material contained therein is confidential.
12. The assertion of confidentiality by the Party is to be made by the designated BTR review contact point for the Party (e.g. a national or BTR focal point) through the electronic communication tool used to support the BTR review process (for all TER types) or directly (during in-country reviews when confidential information is being shared in-person). The assertion of confidentiality should be accompanied by documentation of the Party's basis for such protection (e.g. applicable laws and regulations).
13. During in-country reviews, Parties providing access to confidential information may wish to retain that information in their possession, allowing the TERT to review the information under the supervision of the Party and following the Party's own procedures for handling confidential information. In these cases, the confidential information need not be handed over to the secretariat or the TERT. To maintain proper record of the review of the confidential information, the TERT may summarize the discussion with the Party in any electronic communication tool used during the TER, careful to avoid disclosing confidential information in the summary.

14. During centralized and desk reviews, Parties providing access to confidential information shall send that information through the established electronic system for communicating with the Party, clearly notifying the TERT members and the secretariat of the existence of confidential information in the communication.
15. The secretariat shall confirm receipt of an assertion of confidentiality and provide a written assurance to the Party that the information will be protected in accordance with this Article 13 Code of Practice.
16. The receipt of confidential information will be documented in a Confidential Assets Register maintained by the Secretariat.
17. The Confidential Assets Register will include information on the Year, Party, thematic area (e.g. GHG inventory, tracking progress, or support) and category of information which was designated as confidential.

D. Declassification / reclassification

18. Noting paragraph 164 of the MPGs regarding the obligation of the members of the TERT and the secretariat not to make confidential information publicly available and to maintain confidentiality after the completion of the TER, confidential information received during the conduct of a BTR review will be maintained as confidential in the UNFCCC archives and not automatically declassified after a designated time period.
19. Notwithstanding paragraph 18 above, and noting that AG/2012/12, para. 11(d) provides for the automatic declassification of information designated as confidential after 20 years, should the secretariat receive a request from a third party to make confidential information related to reporting and review of BTRs publicly available after a 20-year time period, the secretariat will seek consent from the Party prior to release of such information.

E. Personal data

20. This section of AG/2012/12 is related to maintaining confidentiality of internal personal data of the secretariat. No further guidance for handling of confidential information related to reporting and review of BTRs is needed.

F. Access to confidential information

21. The secretariat will maintain a list identifying those staff and consultants who may receive and access confidential information related to the review of BTRs. For staff, this list need not be updated annually, but must be updated upon change of staff involved in the TER. Consultants supporting the TER process will have to reaffirm that there are no potential conflicts of interest regarding the Party/Parties for which they provide BTR review support on an annual basis, through signing of the Supplemental Agreement for Consultant Services for BTR Review Activities (Annex III).
22. Access to confidential information will be provided only to those staff, consultants working for the secretariat on the BTR review and who are listed in the Confidential Assets Register, or members of TERTs recognized as having a relevant role in the TER process and have a “need to know” the confidential material to carry out their tasks in the TER process.

23. Staff and consultants supporting the TER process will be granted access to confidential information received from the Parties under review, with access limited to those Parties for which there is a “need to know” the information. Secretariat management of those staff and consultants may be granted access, if needed, to help the TERT come to a conclusion on the need for an encouragement or recommendation in the review report, within the scope of the review contained in paragraph 146 of the MPGs. Members of TERTs and consultants who have signed an ESA (see Annex II and Annex III) and “need to know” the content of a file marked as “Confidential” may be granted access to this information for a specified period of time (i.e. until the completion of the TER process). Neither members of TERTs or consultants shall copy or keep records of any materials labelled as “Confidential” or save them in their personal files or any other electronic repository of information.
24. Members of TERTs and consultants shall not be given access to information designated as confidential if a potential conflict of interest with regard to that information has been identified subsequent to the signature of the relevant ESA.

G. Information sharing

25. The secretariat will introduce steps to minimize the risk of leaking or unauthorized sharing of confidential information, as follows:
 - a. Ensure that only staff and consultants that have reviewed the Article 13 Code of Practice and are refreshed on its contents on an annual basis (e.g. through a briefing) are granted access to confidential information received during the BTR review process;
 - b. Ensure that any electronic tools use for the transmission or storage of confidential information are accessible only to those with a “need to know” status;
 - c. Ensure any electronic systems and devices designed to hold confidential information are encrypted and protected;
 - d. During an in-country review, maximize opportunities for the Party, TERT and secretariat, as necessary, to view and discuss confidential information in the host Party’s designated environment, thus minimizing the transmission of confidential information into the UNFCCC systems, to the extent feasible. To ensure proper records, a summary of the discussion on confidential material, avoiding inclusion of the confidential information, may be archived.
26. To facilitate a secure and confidential environment when sharing information, staff must:
 - a. Keep a separate record of any receipt of information marked as “Confidential” during the TER both in the electronic system supporting the review, as well as in the secretariat Confidential Assets Register;
 - b. Refrain from displaying, reading or working on confidential information in public places or engaging in confidential conversations where non-authorized individuals that do not possess a “need to know”, may overhear;
 - c. Refrain from removing confidential information from the electronic system supporting the BTR review process;
 - d. During in-country reviews, refrain from removing any material received from the Party from the work area unless authorized by the Party and for continuing work overnight;
 - e. Should any hard-copy confidential material be provided to the TERT, this material must be kept by the UNFCCC staff or consultant for purposes of onward travel and retention in

- UNFCCC designated areas for confidential material. Hard copy retention of confidential material should be minimized to the extent possible;
- f. Refrain from forwarding confidential documents to personal email accounts or personal computer systems;
 - g. Refrain from the discussion of BTR review activities on social media and chat sites; and
 - h. Be aware of the danger of forwarding strings of emails.
27. Information designated as confidential shall not be distributed or disclosed to non-authorized individuals and/or organizations and shall not be distributed beyond the secretariat's control.
28. Any internal documentation developed by the secretariat or by the TERT which contains information designated as confidential shall also be considered confidential and shall be handled in accordance with the above procedures.
29. Confidential information shall not be included in BTR review reports.

H. Physical controls

30. Where staff, consultants and TERTs acquire confidential information in physical (including electronic) media such as paper documents, CD's, memory sticks or other electronic storing devices, photographic media, audiovisual tapes, electronic equipment including servers, desktops, laptops, tablet PCs and mobile communications devices, measures will be taken to secure these media.
31. The following practices will be applied for the control (physical and electronic) of confidential information:
- a. Documentation of receipt of confidential information by logging information into the Confidential Assets Register in a timely manner;
 - b. Secure storage of hard copies of confidential information in locked cabinets / cupboards / storage rooms;
 - c. Development of electronic systems to support communications between the Party and the TERT shall be encrypted and electronically protected to ensure maximum protection of confidential information transmitted and residing in the electronic system;
 - d. Minimizing the use of printers, photocopiers, faxes and scanners, and other systems when handling confidential information; or in cases where this information must be printed, use printers requiring a personal identification number (PIN) to print the material;
 - e. Use of shredding consoles for disposal of confidential information when not needed for retention in a physical archive;
 - f. Staff who are authorized to access confidential documents will ensure that the documents are never left unattended in an empty office or public areas;
 - g. Secure transportation of sensitive information within and outside the secretariat facilities, including the use of sealed containers, sealed bags/pouches and envelopes to carry sensitive information. This may be applicable when information is transported from a host Party back to the UNFCCC headquarters in Bonn, Germany, or during a centralized TER, when moving from one building to another. As above, the retention of any hard copy material should be minimized to the extent possible;
 - h. Proactive passing of inactive records to Archives and Records Management Team for secure storage and in accordance with the records management policy and procedures.

I. Disposal of sensitive information

32. Disposal of confidential information in all media received during the review of BTRs must be carried out in accordance with the Guidelines on Records Destruction (AG/2012/7) and in a manner that relates to the format of the information and in a safe, secure, timely and environmentally friendly manner including:
 - a. Confidential information shall be disposed of with the same level of security that was maintained during the life cycle of confidential information;
 - b. Use of the shredding consoles placed in the copying room for disposal of sensitive information.

2. Granting access to confidential information to consultants and TERTs

33. Contracts and agreements made with consultants must include provisions for the handling of confidential information during the BTR review process.
34. The secretariat will ensure that consultants who gain access to confidential information as a result of their work on behalf of the secretariat as review officers, or in any other support role in the BTR review process, are aware of this Article 13 Code of Practice and consequences that may arise from ignoring the procedures herein.
35. ESAs must be signed by consultants and members of TERTs to ensure they are aware of the procedures for the proper handling of confidential information and that there are no real or potential conflicts of interest. These agreements include:
 - c. Instructions regarding information sharing to restrict access to only those individuals who are directly involved or supporting the TER process;
 - d. The need to keep all confidential information secure and, on request, to return it to the secretariat immediately, or to destroy the documentation securely;
 - e. Proper use of IT systems in place to safeguard the confidential information; and
 - f. Prohibiting members of TERTs and consultants from communicating with the media, public or other bodies on matters pertaining to the information provided to them during the BTR review.
36. The secretariat will prepare an access list each year for those consultants able to access confidential information, and the Parties for which they are granted such access for a given TER cycle.
37. Should any consultant or member of a TERT be found to have breached the Article 13 Code of Practice during an active review cycle, the consultant or TERT members' access to further information submitted by the Party will cease, effective immediately.

3. Responsibilities of staff, consultants and TERTs after the BTR review week

38. Staff who are retiring, working out their notice or have had their employment contract terminated are required to immediately return, respectively delete, any originals and physical or electronic copies of UNFCCC documents acquired during any BTR TER process to the secretariat.
39. Any confidential information submitted by Parties through electronic tools developed by the secretariat to support the review process (e.g. virtual team rooms), will remain secured in that system.

40. Consultants supporting the secretariat in conduct of BTR reviews are required to ensure all confidential material is stored in accordance with this Article 13 Code of Practice in a timely manner and must return any originals and physical or electronic copies of any review-related material containing confidential information to the secretariat upon completion of their employment contract.
41. The secretariat will ensure that the preceding points have been complied with.
42. In accordance with paragraph 164 of the MPGs, the obligation of the members of the TERT to maintain confidentiality continues after the completion of the TER. This obligation also applies to secretariat staff, consistent with Regulation 1.2(i) of the United Nations Staff Regulations and consultants supporting the review of BTRs.

4. Maintenance and update of the Article 13 Code of Practice

43. These procedures shall enter into force upon the submission of the first BTR by a Party.
44. The secretariat shall make publicly available on the UNFCCC website information on these policies and procedures for protection of confidential information during the BTR reviews under Article 13 of the Paris Agreement.
45. These procedures may be revised, as necessary, including following any updates to underlying UNFCCC procedures for the handling of sensitive information.
46. Parties will be notified of any future updates.

Annex II. Agreement for Expert Review Services for BTR Review Activities

[To be developed on UNFCCC letterhead]

The secretariat of the United Nations Framework Convention on Climate Change (UNFCCC secretariat) has assigned you to participate as a technical expert in the technical expert review (TER) of biennial transparency reports (BTRs), submitted pursuant to Article 13 of the Paris Agreement. Your service as a technical expert is requested on the basis of your expertise in greenhouse gas inventories, tracking progress made towards implementation and achievement of nationally determined contributions, review of financial, technology development and transfer and capacity building and/or adaptation, and will help to ensure that the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA) has accurate and reliable information submitted by Parties on transparency of action and support.

Reviews are conducted in accordance with decision 18/CMA.1, (*Modalities, Procedures and Guidelines for the Transparency Framework for Action and Support referred to in Article 13 of the Paris Agreement*) (the MPGs) and decision 5/CMA.3 (*Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement*).

Your participation in the TER is subject to the terms and conditions set forth below.

Conduct in the review

1. The technical expert shall use the MPGs, adopted by decision 18/CMA.1 and the Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement, adopted by decision 5/CMA.3, and other relevant COP and CMA decisions, as the basis for the TER, following the procedures and deadlines for each stage of the TER as set out in the MPGs, and under the coordination of the UNFCCC secretariat.
2. In conducting review activities, the technical expert shall perform duties in his or her personal capacity and in an objective, neutral and professional manner. The technical expert shall not be considered in any respect as being official or staff of the UNFCCC secretariat.
3. The technical expert shall notify the UNFCCC secretariat (through signature of this Agreement for Expert Review Services) of any potential conflict of interest relating to the review activity and Party/Parties in which he or she has been invited to participate. Where such a potential conflict of interest is known at the time of signing this document, and communicated through signature below, the UNFCCC secretariat will assign the technical expert to another technical expert review team (TERT) where no such potential conflict of interest exists.
4. If such a potential conflict of interest is identified only after the start of the TER, the UNFCCC secretariat will attempt to assign the expert to another TERT, or another Party within the same TERT. If this is not possible, the technical expert may continue to participate in the review in his or her personal capacity but shall recuse himself/herself from any discussions related to confidential information and shall not be granted access to any confidential information for that Party.
5. The technical expert shall work cooperatively with other TERT members, in particular lead reviewers and other technical experts working in the same sector and/or thematic area, with a view to achieving consensus in decision-making on technical matters of the TER. If, under exceptional circumstances, consensus cannot be reached within a TERT, lead reviewers from other TERTs may be asked to work cooperatively with a TERT to assist it in achieving consensus. Where such consultations are necessary, confidential information shall not be shared with technical experts external to the TERT in which the confidential information has been received.
6. The technical expert will be advised of the time requirements and deadlines for the review process and will do everything in their power to meet these requirements and deadlines. If, due to unforeseen circumstances,

the technical expert is not able to perform its review duties in the time allotted, he or she shall notify the UNFCCC secretariat, lead reviewers of the technical expert review team and other members of the technical expert team, as soon as possible.

Information provided during the review

7. Information provided to the technical expert by Parties under review, and by the UNFCCC secretariat, is for the sole purpose of supporting TER activities and shall not be used by the technical expert for purposes other than to carry out the tasks of the assignment. In this regard, the technical expert shall not disclose any information acquired during assignment activities and shall not disclose any non-published information acquired during the assignment activities without the express agreement of the Party concerned and the UNFCCC secretariat. Further, the technical expert shall not disclose information about the TER process, including any findings, or the status of internal procedures, to anyone except the Party concerned, the UNFCCC secretariat, or members of a technical expert review team concerned, and as necessary, other lead reviewers.

8. The technical expert has an obligation to protect any confidential information received in the course of the review both during and after the term of service and shall adhere to the Article 13 Code of Practice contained in Annex I and as instructed by the UNFCCC secretariat.

9. The technical expert affirms that he or she will not retain any hard copies or electronic copies of confidential information on their personal computers or other forms of electronic media storage after completion of the TER process to which they have been assigned.

Consequences

10. Failure to comply with the conditions of this agreement will result in the technical expert's removal from the current BTR review, and will also ban the technical expert from participation in future BTR review activities.

Settlement of Disputes

12. The UNFCCC secretariat and the technical expert shall attempt in good faith to resolve any dispute, claim or controversy arising out of or in relation to this Agreement amicably, through negotiation or other mutually agreed mode of settlement.

13. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNFCCC secretariat.

Recognition

12. Upon request, the UNFCCC secretariat will provide a letter of recognition for services to technical experts who have participated in a review in accordance with the terms and conditions of this agreement, with a copy to the national focal point.

Acknowledgement

Please acknowledge your agreement with the terms and conditions for your participation in the review process by initialling the following statements and signing, dating and returning to the UNFCCC secretariat an original copy of this agreement.

I do / do not have any potential conflicts of interest related to the Party/ Parties in the TERT for which I have been assigned ___[initials]__.

Please explain any potential conflicts of interest:

I shall hold the information disclosed to me in trust and confidence and will not disclose it without prior written consent of the provider. ___[initials]___

I shall use the information provided to me solely for the purpose for which it was disclosed ___[initials]__.

I agree to the terms contained in this ESA. ___[initials]___

For the secretariat of the United Nations Framework Convention on Climate Change

_____, Director, Transparency Division
Signature: _____
Date: _____

Acknowledged and agreed:
Printed name: _____
Signature: _____
Date: _____

Annex III. Supplemental Agreement for Consultant Services for BTR Review Activities

[To be developed on UNFCCC letterhead]

The secretariat of the United Nations Framework Convention on Climate Change (UNFCCC secretariat) has entered into a contract with you to support the technical expert review (TER) of biennial transparency reports (BTRs), submitted pursuant to Article 13 of the Paris Agreement. Your contract has been awarded based on your expertise in greenhouse gas inventories, tracking progress made towards implementation and achievement of nationally determined contributions, review of financial, technology development and transfer and capacity building and/or adaptation, and will help to ensure that the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA) has accurate and reliable information submitted by Parties on transparency of action and support.

Reviews are conducted in accordance with decision 18/CMA.1, (*Modalities, Procedures and Guidelines for the Transparency Framework for Action and Support referred to in Article 13 of the Paris Agreement*) (the MPGs) and decision 5/CMA.3 (*Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement*).

Your support for the BTR review process is subject to the terms and conditions set forth below.

Conduct in the review

1. The consultant shall use the MPGs, adopted by decision 18/CMA.1 and the Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement, adopted by decision 5/CMA.3, as the basis for the TER, as set out in the MPGs and under the oversight of the UNFCCC secretariat.
2. In conducting consultancy activities, the consultant shall perform duties in his or her personal capacity and in an objective, neutral and professional manner. The consultant shall notify the UNFCCC secretariat of any known potential conflict of interest relating to the review activity in which he or she has been invited to support. Where such a potential conflict of interest known at the time of signing this document, and communicated through signature of this document below, the UNFCCC secretariat will assign the consultant to other review activities where no such potential conflict of interest exists.
3. If such a potential conflict of interest is identified only after initiation of the contract, the consultant shall notify the UNFCCC secretariat immediately of such potential conflict of interest. The consultant shall recuse himself/herself from any discussions related to confidential information and shall not view any confidential information for that Party.
4. The consultant shall work cooperatively and proactively with the UNFCCC secretariat, raising any issues pertaining to the substance, scope and/or procedures for BTR reviews to the UNFCCC secretariat in a timely manner, including in relation to handling of confidential information.

Information provided during the review

5. Information provided by Parties under review, and by the UNFCCC secretariat, is provided for the sole purpose of supporting TER activities and shall not be used by the consultant for purposes other than to carry out the tasks of his/her contract. In this regard, the consultant shall not disclose any information acquired during consultancy activities and shall not disclose any non-published information acquired during the consultancy activities without the express agreement of the Party concerned and the UNFCCC secretariat. Further, the consultant shall not disclose information about the TER process, including any findings, or the

status of internal procedures, to anyone except the Party concerned, the UNFCCC secretariat, or members of a technical expert review team concerned, and as necessary, other lead reviewers.

6. The consultant has an obligation to protect any confidential information received in the course of the review both during and after the term of service and shall adhere to the Article 13 Code of Practice contained in Annex I and as instructed by the UNFCCC secretariat.

7. The consultant affirms that he or she will not retain any hard copies or copies of confidential information on their personal computers or other forms of electronic media storage after completion of the contract.

Consequences

8. The consultant is obligated to comply with the conditions of this Supplemental Agreement, Contract for Services of a Consultant or Individual, including the General Conditions of Contracts for Services of Consultants and Individual Contractors.

9. The consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential of the Contract.

Acknowledgement

Please acknowledge your agreement with the terms and conditions for your participation in the review process by initialling the following statements and signing, dating and returning to the UNFCCC secretariat an original copy of this agreement.

I do / do not have any potential conflicts of interest related to the Party/ Parties in the TERT for which I have been assigned ___[initials]__.

Please explain any potential conflicts of interest:

I shall hold the information disclosed to me in trust and confidence and will not disclose it without prior written consent of the provider. ___[initials]___

I shall use the information provided to me solely for the purpose for which it was disclosed ___[initials]__.

I agree to the terms contained in this ESA. ___[initials]___

For the secretariat of the United Nations Framework Convention on Climate Change

_____, Director, Transparency Division

Signature: _____

Date: _____

Acknowledged and agreed:

Printed name: _____

Signature: _____

Date: _____

References

UNFCCC 2004a. UNFCCC procedures to implement the Code of Practice for the Treatment of Confidential Information in the Technical Review of Greenhouse Gas Inventories from Parties included in Annex I to the Convention. Available at:

https://unfccc.int/files/national_reports/annex_i_ghg_inventories/application/pdf/impl_proc.pdf

UNFCCC (2004b). Agreement or Expert Review Services. Available at:

https://unfccc.int/files/national_reports/annex_i_ghg_inventories/review_process/application/pdf/agr_exprev2015.doc.pdf

UNFCCC 2012a. Secretariat Bulletin (B/2012/2). Information sensitivity, classification and handling. Available at:

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UNFCCC decisions

Decision 12/CP.9: Issues relating to the technical review of greenhouse gas inventories from Parties included in Annex I to the Convention. Available at: <https://unfccc.int/decisions?f%5B0%5D=symboldec%3A12/CP.9>

Decision 18/CMA.1 Modalities, procedures and guidelines for the transparency framework for action and support referred to in Article 13 of the Paris Agreement. Available at:

<https://unfccc.int/decisions?f%5B0%5D=body%3A4099&f%5B1%5D=session%3A4221&search2=&page=1>

Decision 5/CMA.3: Guidance for operationalizing the modalities, procedures and guidelines for the enhanced transparency framework referred to in Article 13 of the Paris Agreement. Available at:

<https://unfccc.int/decisions?f%5B0%5D=session%3A4305>