

# Information sensitivity, classification and handling procedures for information designated by participating Parties as confidential under Article 6, Paragraph 2 of the Paris Agreement

## I. Scope

1. This document contains the provisions and procedures for the handling of information designated as confidential by a participating Party<sup>1</sup> as per chapter IV (Reporting) of the annex to decision 2/CMA.3 or received during the subsequent Article 6 technical expert review (Article 6 TER) process as per chapter V (Review) of the annex to decision 2/CMA.3. The Article 6 TER is elaborated in annex II of decision 6/CMA.4. These provisions and procedures outline the roles and responsibilities of the United Nations Framework Convention on Climate Change (UNFCCC) secretariat (secretariat), participating Parties, members of Article 6 technical expert review teams (Article 6 TERTs) and consultants supporting the Article 6 TER process.
2. Noting the linkages between the Article 6 TER and the technical expert review under Article 13 of the Paris Agreement, the document entitled "*Information Sensitivity, Classification, and Handling: Procedures for Handling Confidential Information Submitted in Biennial Transparency Reports under Article 13 of the Paris Agreement*" (Article 13 Code of Practice)<sup>2</sup> together with the relevant UN Secretariat Bulletins and Administrative Guidelines referenced in this document and its annexes, form the foundation for the approaches outlined in this document. The Article 13 Code of Practice and this document are complementary, ensuring a cohesive approach to handling confidential information and reinforcing each other's procedures.

## II. Purpose

3. Building on the relevant practice under the UNFCCC, including the latest procedures for handling sensitive information, it is essential to issue specific provisions and procedures for the handling of confidential information received by the secretariat and members of Article 6 TERTs during the Article 6 TER process in line with the requirements of decisions 2/CMA.3<sup>3</sup> and 6/CMA.4.<sup>4</sup>
4. The information sensitivity, classification and handling provisions and procedures for the Article 6 TER process are contained in three annexes to this document:
  - a. Annex I contains the "*Code of Practice for Handling of Information Designated by Participating Parties as Confidential during Review-related Activities under Article 6, paragraph 2 of the Paris Agreement*" (hereinafter referred to as the Article 6 Code of Practice);
  - b. Annex II contains the "*Agreement for Expert Review Services for Article 6 Review Activities*," which each member of an Article 6 TERT must sign before participating in an Article 6 TER;

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<sup>1</sup> A Party participating in a cooperative approach under Article 6, paragraph 2 of the Paris Agreement is referred to as a participating Party. A Party referred to in this document, should be understood to be a participating Party/Parties.

<sup>2</sup> Available at: <https://unfccc.int/documents/638346>.

<sup>3</sup> Paragraph 24 of the annex to decision 2/CMA.3 Guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement. Available at: [https://unfccc.int/sites/default/files/resource/cma2021\\_10\\_add1\\_adv.pdf#page=11](https://unfccc.int/sites/default/files/resource/cma2021_10_add1_adv.pdf#page=11).

<sup>4</sup> Paras. 22-23 of annex II to Decision 6/CMA.4 Matters relating to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement. Available at: [https://unfccc.int/sites/default/files/resource/cma2023\\_10a02E.pdf#page=2](https://unfccc.int/sites/default/files/resource/cma2023_10a02E.pdf#page=2).

- c. Annex III contains a “*Supplemental Agreement for Consultant Services for Article 6 Review Activities*,” to be signed by any consultants supporting the Article 6 TER process.
5. The purpose of the Article 6 Code of Practice and the agreements for expert and consultant services is to protect confidential data and information provided by Parties, safeguard against potential, actual, and perceived conflicts of interest, and ensure that the Article 6 TER process functions with impartiality, objectivity, equity, and transparency.
6. A conflict of interest occurs when the personal interests of a member of an Article 6 TERT or a consultant interfere with their contribution to the Article 6 TER process by act or omission. Such conflicts of interest may arise if an expert or a consultant is engaged in activities directly related to, or supporting, the preparation, review or submissions of the information required to be reported by a participating Party as per chapter IV (Reporting) of the annex to decision 2/CMA.3 and subsequent relevant guidance.
7. The Article 6 Code of Practice is relevant to, and shall be applied by, participating Parties, members of Article 6 TERTs, secretariat staff, and consultants in the conduct of review-related activities under Article 6, paragraph 2 of the Paris Agreement.

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## Annex I

### Code of Practice for Handling of Information Designated by Participating Parties as Confidential during Review-related Activities under Article 6, Paragraph 2 of the Paris Agreement

1. The provisions and procedures of the Code of Practice for Handling of Information Designated by Participating Parties as Confidential during Review-related Activities under Article 6, paragraph 2 of the Paris Agreement (hereinafter referred to as the Article 6 Code of Practice) apply to information designated by participating Parties as confidential and received by the United Nations Framework Convention on Climate Change (UNFCCC) secretariat (secretariat) or members of the Article 6 technical expert review teams (Article 6 TERTs) related to the Article 6 technical expert review (Article 6 TER) process under Article 6, paragraph 2 of the Paris Agreement.

#### **1. Procedures for handling information designated as confidential**

##### **A. Secretariat procedures upon establishing Article 6 TERTs**

2. Upon establishing an Article 6 TERT, the secretariat will provide an Agreement for Expert Review Services for Article 6 Review Activities (Article 6 AERS as contained in Annex II) to all members of the team to ensure that there are no potential conflicts of interest in serving on the Article 6 TERT for the participating Party/Parties assigned to that expert team, including with respect to the potential for reviewing information designated by the participating Party/Parties as confidential.

3. Potential members of the Article 6 TERT may not participate in any activities related to the Article 6 TER process for the participating Party/Parties until the secretariat receives a signed copy of the Article 6 AERS indicating that there is no real or perceived conflict of interest with respect to that Party/those Parties.

4. In cases where the secretariat hires a consultant to support Article 6 TER related activities, the contract will include a Supplemental Agreement for Consultant Services for Article 6 Review Activities (Article 6 SACS as contained in Annex III) that must be signed prior to participating in those activities.

5. The secretariat shall ensure that any expert or consultant who acknowledges a potential conflict of interest relating to the review of information required to be reported by a participating Party as per chapter IV (Reporting) of the annex to decision 2/CMA.3 is excluded from participating in, or otherwise supporting, the review of the Party concerned.

##### **B. Identification of confidential information**

6. Pursuant to decision 2/CMA.3, annex, paragraph 24, a participating Party may designate information reported under chapter IV (Reporting) of the annex to the same decision as confidential. Pursuant to decision 6/CMA.4, paragraph 6, the basis for protecting such information should be provided by the respective participating Party.

7. Pursuant to decisions 6/CMA.4, annex II, paragraph 22, a participating Party may designate information provided to the Article 6 TERT during the review as confidential. In such cases, the participating Party should provide the basis for protecting the confidentiality of such information, and the Article 6 TERT

and the secretariat,<sup>5</sup> shall not make the information publicly available on the centralized accounting and reporting platform, in accordance with decision 2/CMA.3, annex, paragraph 24, or in any other way. The obligation of Article 6 TERT members, the secretariat and consultants participating in, or supporting, Article 6 TERs to maintain confidentiality continues after the completion of the Article 6 TER.

8. Confidentiality is designated by the participating Parties, not UNFCCC staff, consultants, or members of Article 6 TERTs.

9. The secretariat will ensure that staff, members of Article 6 TERTs and consultants supporting the Article 6 TER process:

- a. Are provided a link to the Article 6 Code of Practice governing handling of information designated by the participating Party as confidential at the time they are invited or requested to participate in the Article 6 TER centralized or desk reviews;
- 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 participating Party as confidential;
- c. Appreciate the level of risk for the secretariat, as well as for participating Parties and the integrity of the Article 6 TER process if confidential information is not handled appropriately.

### C. Classification and marking of information

10. The outline of annex 4 (Information in relation to the Party's participation in cooperative approaches, as applicable) to the biennial transparency report referred to in decision 2/CMA.3, annex, chapter IV.C (Regular information) contains annex II which is dedicated for confidential information.<sup>6</sup> Other than that, there are no specific procedures for labelling of confidential information in the CMA decisions.<sup>7</sup> Thus, the secretariat, when communicating with a participating Party to prepare for an Article 6 TER, will remind the Party of the Article 6 Code of Practice and the rights of the Party 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/annex or section(s)/page(s)/figure(s) or tables(s) within a document/annex using either a watermark (if electronic) or label (if hardcopy) to highlight that material contained therein is confidential.

11. The assertion of confidentiality by the participating Party is to be made by the designated Article 6 TER focal point for that Party (e.g. a national or Article 6 TER technical focal point as maybe designated by the Party) through the electronic communication tool used to support the Article 6 TER process (for centralized and desk reviews). The assertion of confidentiality should be accompanied by documentation of the Party's basis for such protection (e.g., applicable laws and regulations).

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<sup>5</sup> Including consultants that may be engaged by the secretariat in the Article 6 TER process.

<sup>6</sup> See decision 6/CMA.4, annex VI.

<sup>7</sup> CMA decisions related to Article 6, paragraph 2 of the Paris Agreement.

12. 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 Article 6 TERT members and the secretariat of the existence of confidential information in the communication.

13. 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 6 Code of Practice.

14. The receipt of confidential information will be documented in an Article 6 TER Confidential Assets Register maintained by the secretariat.

15. The Article 6 TER Confidential Assets Register will include information on the Year, participating Party, information type (initial report, updated initial report, annual information, regular information) and category of information which was designated as confidential.

#### D. Declassification / reclassification

16. Noting decision 6/CMA.4, annex II, paragraph 22 regarding the obligation of the members of the Article 6 TERT and the secretariat not to make confidential information publicly available on the centralized accounting and reporting platform, in accordance with decision 2/CMA.3, annex, paragraph 24, or in any other way, including after the completion of the Article 6 TER, confidential information received during the conduct of an Article 6 TER will be maintained as confidential in the UNFCCC archives indefinitely.

17. Notwithstanding paragraph 16 above, and noting that the secretariat's Administrative Guideline, AG/2012/12, para. 11(d),<sup>8</sup> 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 under Article 6, paragraph 2 of the Paris Agreement publicly available after a 20-year time period, the secretariat will seek consent from the respective Party prior to release of such information.

#### E. Personal data

18. Noting that the secretariat's Administrative Guideline, AG/2012/12, section A.4 (Personal data), paras. 12-14, is related to the secure handling of personal data and the protection of an individual's privacy, no further guidance for handling of confidential personal data related to Article 6 TERs is needed.

#### F. Access to confidential information

19. The secretariat, as part of the Article 6 TER Confidential Assets Register, will maintain a list identifying those staff and consultants who may receive and access confidential information related to the Article 6 TERs. For staff, this list must be updated upon change of staff involved in the Article 6 TER. Consultants supporting the Article 6 TER process will have to reaffirm that there are no potential conflicts of interest regarding the Party/Parties for which they provide review support on an annual basis, through signing of the Supplemental Agreement for Consultant Services for Article 6 Review Activities (Annex III).

20. Access to confidential information will be provided only to those staff and consultants working for the secretariat on an Article 6 TER, who are listed in the Article 6 TER Confidential Assets Register, or to members of Article 6 TERTs recognized as having a relevant role in the Article 6 TER process and who have status "need to know" the confidential material to carry out their tasks in the Article 6 TER process.

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<sup>8</sup> The secretariat can provide access to Administrative Guideline AG/2012/12 "Information sensitivity, classification and handling".

21. Staff and consultants supporting an Article 6 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 status of “need to know” the information. Secretariat management of those staff and consultants may be granted access, if needed, to help the Article 6 TERT come to a conclusion on recommended actions in the review report, within the scope of the review contained in section II (Scope) of decision 6.CMA.4, annex II. Members of Article 6 TERTs and consultants who have signed an Article 6 AERS or an Article 6 SACS, respectively 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 Article 6 TER process). Neither members of Article 6 TERTs nor consultants shall copy or keep records of any materials labelled as “Confidential” nor save them in their personal files or any other electronic repository of information.

22. Members of Article 6 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 signing of the relevant Article 6 AERS or Article 6 SACS.

#### G. Information sharing

23. 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 6 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 Article 6 TER 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.

24. To facilitate a secure and confidential environment when sharing information, staff, consultants and members of Article 6 TERTs must:

- a. For staff and consultants, keep a separate record of any receipt of information marked as “Confidential” during the Article 6 TER both in the electronic system supporting the review, as well as in the secretariat Article 6 TER 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” status, may overhear;
- c. Should any hard-copy of confidential material be provided to the Article 6 TERT this material must be kept by the UNFCCC staff for retention in UNFCCC designated areas for confidential material. Hard copy retention of confidential material should be minimized to the extent possible;
- d. Refrain from removing confidential information from the electronic system supporting the Article 6 TER process;
- e. Refrain from forwarding confidential documents to personal email accounts or personal computer systems;
- f. Refrain from the discussion of Article 6 TER activities on social media and chat sites; and

- g. Be aware of the danger of forwarding strings of emails.

25. 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.

26. Any internal documentation developed by the secretariat or by the Article 6 TERTs which contains information designated as “Confidential” shall also be considered confidential and shall be handled in accordance with the above procedures.

27. In the event of identifying discrepancies within confidential information throughout an Article 6 TER process, members of the Article 6 TERT shall document such inconsistencies within the Article 6 TER report. Article 6 TERT members, the secretariat, and any consultants supporting the Article 6 TER process must ensure that the review process and subsequent reporting endeavors do not compromise the confidentiality of the information under scrutiny, as per decision 6/CMA.4, annex II, paragraph 23.

28. Confidential information shall not be included in Article 6 TER reports.

#### H. Physical controls

29. Measures will be taken by the secretariat to secure any confidential information acquired by staff, consultants, and Article 6 TERTs, whether in physical or electronic formats. These include paper documents, CDs, memory sticks, and other electronic storage devices, as well as photographic media, audiovisual tapes, and electronic equipment such as servers, desktops, laptops, tablet PCs, and mobile communication devices.

30. The following practices will be applied by the secretariat for the control (physical and electronic) of confidential information:

- a. Documentation of receipt of confidential information by logging information into the Article 6 TER Confidential Assets Register in a timely manner;
- b. Secure storage of physical devices and hard copies of confidential information in locked cabinets/cupboards / storage rooms;
- c. Development of electronic systems to support communications between the Party and the Article 6 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<sup>9</sup> within and outside the secretariat facilities, including the use of sealed containers, sealed bags/pouches and envelopes to carry confidential information. This may be applicable when information is transported from the location of a centralized review to the UNFCCC headquarters in Bonn, Germany, or when moving from one

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<sup>9</sup> Sensitive information as per Administrative Guideline AG/2012/12.

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 UNFCCC records management policy and procedures.

## I. Disposal of confidential information

31. The secretariat shall dispose of confidential information in all media received during the Article 6 TERs in accordance with the UNFCCC Guidelines on Records Destruction (AG/2012/7)<sup>10</sup> 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<sup>11</sup> that was maintained during the life cycle of confidential information;
- b. Use of the shredding consoles placed in the copying room for disposal of confidential information.

## 2. Granting access to confidential information to consultants and Article 6 TERTs

32. Contracts and agreements made with consultants must include provisions for the handling of confidential information during the Article 6 TER process.

33. The secretariat will ensure that members of Article 6 TERTs and 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 Article 6 TER process, are aware of this Article 6 Code of Practice and consequences that may arise from ignoring the procedures herein.

34. Members of Article 6 TERTs and consultants supporting Article 6 TERs must sign Article 6 AERS (Annex II) and Article 6 SACS (Annex III). This ensures 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 provisions on:

- a. Information sharing to restrict access to only those individuals who are directly involved or supporting the Article 6 TER process for respective Parties;
- b. The need to keep all confidential information secure and, on request, to return it to the secretariat immediately, or to destroy the documentation securely;
- c. Proper use of IT systems in place to safeguard the confidential information; and
- d. Prohibiting members of Article 6 TERTs and consultants from communicating with the media, public or other bodies on matters pertaining to the information provided to them during the Article 6 TER process.

35. Consultants will be granted access to confidential information according to the list as per paragraph 19 and in relation to Parties under review.

36. Should any consultant or member of an Article 6 TERT be found to have breached the Article 6 Code of Practice during an active review cycle, the consultant or Article 6 TERT members' access to further

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<sup>10</sup> The secretariat can provide access to Administrative Guideline AG/2012/7 "Guidelines on Records Destruction".

<sup>11</sup> Information may be assigned a level of security according to the classification of sensitive information as per Administrative Guideline AG/2012/12.

information submitted by the participating Party/Parties will cease, effective immediately.

### 3. Responsibilities of staff, consultants and Article 6 TERTs after the Article 6 TERs are concluded

37. Staff who are retiring, working out their notice, or have had their employment contracts terminated are required to immediately return to the secretariat any originals and securely destroy/delete all physical or electronic copies of UNFCCC documents acquired during any Article 6 TER processes and in line with the requirements for disposal of confidential information.

38. Any confidential information submitted by Parties through electronic tools developed by the secretariat to support the Article 6 TER process (e.g., virtual team rooms) will remain secured in that system.

39. Consultants supporting the secretariat in the conduct of Article 6 TERs are required to ensure all confidential material is stored in accordance with this Article 6 Code of Practice in a timely manner. Consultants and members of Article 6 TERTs 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 or by the end of the respective Article 6 TER, as appropriate.

40. The secretariat will ensure that the preceding points have been complied with.

41. In accordance with decision 6/CMA.4, annex II, paragraph 22, the obligation of the members of the Article 6 TERT to maintain confidentiality continues after the completion of the Article 6 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 Article 6 TERs.

### 4. Maintenance and update of the Article 6 Code of Practice

42. The Article 6 Code of Practice shall take effect immediately upon its issuance. It will be made publicly available on the centralized accounting and reporting platform.

43. For their continued relevance and effectiveness, these provisions and procedures may be revised, as necessary, including following any updates to underlying UNFCCC procedures for the handling of sensitive information and any future relevant guidance by the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement.

44. Parties will be notified of any future updates.

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## Annex II

### Agreement for Expert Review Services for Article 6 Review Activities

[To be prepared 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 Article 6 technical expert review (Article 6 TER), pursuant to Article 6, paragraph 2 of the Paris Agreement. Your service as a technical expert is requested based on your successful completion of the training programme for the Article 6 technical experts.

Reviews are conducted in accordance with decision 2/CMA.3, (*Guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement*) and decision 6/CMA.4 (*Matters relating to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement*).

Your participation in the Article 6 TER is subject to the terms and conditions set forth below.

#### 1. Conduct in the review

1. The technical expert shall use the following documents as the basis for the Article 6 TER under the coordination of the UNFCCC secretariat: Guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement, adopted by decision 2/CMA.3; Matters relating to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement, adopted by decision 6/CMA.4. The technical expert shall follow the relevant procedures and deadlines for each stage of the Article 6 TER as set out and as relevant in these decisions. The technical expert shall use other decisions relevant to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement as may be adopted by the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement.

2. In conducting review activities, the technical expert shall perform duties in their personal capacity and in an objective, neutral, and professional manner. The technical expert shall not be considered in any respect as being an official or staff member 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 Article 6 TER and the respective Party/Parties in which they have been invited to participate. If such a potential conflict of interest is known at the time of signing this Agreement for Expert Review Services and is communicated through the signature of this Agreement below, the UNFCCC secretariat will assign the technical expert to another Article 6 technical expert review team (Article 6 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 Article 6 TER, the UNFCCC secretariat will attempt to assign the technical expert to another Article 6 TERT. If this is not possible, the technical expert may continue to participate in the review in their personal capacity but shall recuse themselves from any discussions related to confidential information and shall not be granted access to any confidential information for that Party/those Parties.

5. The technical expert shall work cooperatively with other Article 6 TERT members, particularly Article 6 lead reviewers, aiming to achieve consensus in decision-making on technical matters of the Article 6 TER. If, under exceptional circumstances, consensus cannot be reached within an Article 6 TERT, lead reviewers from other Article 6 TERTs may be asked to assist with achieving consensus. During such

consultations, confidential information shall not be shared with technical experts outside the Article 6 TERT that received the confidential information.

6. The technical expert will be informed 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 unable to perform their duties within the allotted time, they shall notify the UNFCCC secretariat and the lead reviewers of the Article 6 TERT as soon as possible.

## 2. Information provided during the review

7. Information provided to the technical expert by Parties under review, and by the UNFCCC secretariat, is intended solely to support Article 6 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 or any non-published information obtained during these activities without the express agreement of the concerned Party and the UNFCCC secretariat. Further, the technical expert shall not disclose information about the Article 6 TER process, including any findings, or the status of internal procedures, to anyone except the Party concerned, the UNFCCC secretariat, or members of an Article 6 TERT concerned, and, as necessary, other Article 6 lead reviewers.

8. The technical expert has an obligation to protect any confidential information received during the course of the Article 6 TER, both during and after their term of service, and shall adhere to the **Code of Practice for Handling of Information Designated by Participating Parties as Confidential during Review-related Activities under Article 6, Paragraph 2 of the Paris Agreement** and as instructed by the UNFCCC secretariat.

9. The technical expert affirms that they will not retain any hard copies or electronic copies of confidential information on their personal computers or other forms of electronic media storage after the completion of the Article 6 TER process to which they have been assigned.

## 3. Consequences

10. Failure to comply with the conditions of this Agreement for Expert Review Services will result in the technical expert's removal from the current Article 6 TER and will also ban the technical expert from participation in future Article 6 TER activities.

## 4. Settlement of Disputes

11. 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 for Expert Review Services amicably, through negotiation or other mutually agreed mode of settlement.

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

## 5. Recognition

13. Upon request, the UNFCCC secretariat will provide a letter of recognition for services to technical experts who have participated in an Article 6 TER in accordance with the terms and conditions of this Agreement for Expert Review Services, with a copy to the national focal point or nominating intergovernmental organization, as appropriate.

## 6. Acknowledgement

14. Please acknowledge your agreement with the terms and conditions for your participation in the Article 6 TER process by initialing the following statements and signing, dating and returning to the UNFCCC secretariat an original copy of this Agreement for Expert Review Services.

I ☐ do / ☐ do not have any potential conflicts of interest related to the Party/ Parties in the Article 6 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 Agreement for Expert Review Services. *[initials]*

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

, Director, Mitigation Division

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and agreed:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## Annex III

### Supplemental Agreement for Consultant Services for Article 6 Review Activities

[To be developed on UNFCCC letterhead]

1. The secretariat of the United Nations Framework Convention on Climate Change (UNFCCC secretariat) has entered a contract with you to support an Article 6 technical expert review (Article 6 TER) pursuant to Article 6, paragraph 2 of the Paris Agreement. Your contract has been awarded based on your expertise in matters relating to Article 6, paragraph 2 of the Paris Agreement.

2. Reviews are conducted in accordance with decision 2/CMA.3, (*Guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement*) and decision 6/CMA.4 (*Matters relating to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement*).

3. Your support for the Article 6 TER is subject to the terms and conditions set forth below.

#### A. Conduct in the review

1. The consultant shall use the following documents as the basis for the Article 6 TER under the coordination of the UNFCCC secretariat: Guidance on cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement, adopted by decision 2/CMA.3; Matters relating to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement, adopted by decision 6/CMA.4. The consultant shall use other decisions relevant to cooperative approaches referred to in Article 6, paragraph 2, of the Paris Agreement as may be adopted by the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement.

2. In conducting consultancy activities, the consultant shall perform duties in their 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 Article 6 TER and the respective Party/Parties which they have been invited to support. Where such a potential conflict of interest is known at the time of signing this Supplemental Agreement for Consultant Services, and communicated through signature of this Agreement below, the UNFCCC secretariat will assign the consultant to other review activities where no such potential conflict of interest exists.

3. If a potential conflict of interest is identified only after initiation of the contract, the consultant shall immediately notify the UNFCCC secretariat of such a potential conflict. The consultant shall recuse themselves from any discussions related to confidential information and shall not view any confidential information for that Party/those Parties.

4. The consultant shall work cooperatively and proactively with the UNFCCC secretariat, raising any issues pertaining to the substance, scope and/or procedures for an Article 6 TER to the UNFCCC secretariat in a timely manner, including in relation to handling of confidential information.

#### B. Information provided during the review

5. Information provided by Parties under review and by the UNFCCC secretariat is intended solely to support Article 6 TER activities and shall not be used by the consultant for purposes other than to carry out the tasks of their contract. In this regard, the consultant shall not disclose any information acquired during consultancy activities nor any non-published information acquired during these activities without the express agreement of the Party concerned and the UNFCCC secretariat. Furthermore, the consultant shall not disclose information about the Article 6 TER process, including any findings or the status of internal procedures, to anyone except the Party

concerned, the UNFCCC secretariat, members of the concerned Article 6 TERT, and, as necessary, other Article 6 lead reviewers.

6. The consultant has an obligation to protect any confidential information received during the course of the review, both during and after their term of service, and shall adhere to the **Code of Practice for Handling of Information Designated by Participating Parties as Confidential during Review-related Activities under Article 6, Paragraph 2 of the Paris Agreement** and as instructed by the UNFCCC secretariat.

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

### C. Consequences

8. The consultant is obligated to comply with the conditions of this Supplemental Agreement and the Contract for Services of a Consultant or Individual Contractor, 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.

### D. Acknowledgement

10. Please acknowledge your agreement with the terms and conditions for your participation in the Article 6 TER process by initialing the following statements and signing, dating, and returning to the UNFCCC secretariat an original copy of this Supplemental Agreement for Consultant Services.

I ☐ do / ☐ do not have any potential conflicts of interest related to the Party/ Parties in the Article 6 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 Supplemental Agreement for Consultant Services. *[initials]*

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

, Director, Mitigation Division

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and agreed:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_