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SUBSIDIARY BODY FOR SCIENTIFIC AND TECHNOLOGICAL ADVICE
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Item 3 (d) of the provisional agenda
Methodological issues
Issues relating to greenhouse gas inventories

Agreement for expert review services

Note by the secretariat

Summary

In accordance with decision 12/CP.9, all members of expert review teams participating in the technical review of greenhouse gas inventories from Parties included in Annex I to the Convention shall, from 2004, be required to sign an agreement for expert review services. By the same decision the secretariat was requested to develop such an agreement, and to make it publicly available before the twentieth session of the Subsidiary Body for Scientific and Technological Advice. This note contains that agreement.

I. Introduction

A. Mandate

1. The Conference of the Parties (COP), by its decision 12/CP.9, decided that, beginning in 2004, all members of expert review teams participating in the technical review of greenhouse gas inventories from Parties included in Annex I to the Convention (Annex I Parties) shall be required to sign an agreement for expert review services, prepared based on elements included in annex III to that decision, and any additional elements arising from consideration by the Subsidiary Body for Scientific and Technological Advice (SBSTA), at its twentieth session, of consequences for breach of that agreement (FCCC/CP/2003/6/Add.1). The COP requested the secretariat to develop the agreement for expert review services, and make it publicly available before the twentieth session of the SBSTA.

B. Scope of the note

2. The proposed agreement for expert review services contained in the annex to this document was developed in consultation with inventory lead reviewers; it is based on the elements included in annex III to decision 12/CP.9, and is consistent with the requirements of the “Code of Practice for treatment of confidential information in the technical review of inventories from Parties included in Annex I to the Convention” contained in annex II to that decision.

C. Possible action by the Subsidiary Body for Scientific and Technological Advice

3. The SBSTA may wish to consider whether any additional elements need to be included in the agreement for expert review services.

Annex**Agreement for Expert Review Services**

The secretariat of the United Nations Framework Convention on Climate Change (UNFCCC) has invited you to participate as an expert in the technical review of the greenhouse gas inventories of Parties included in Annex I to the Convention (Annex I Parties) (the “review”). Your service as an expert reviewer is requested on the basis of your expertise in greenhouse gas inventories, and will help to ensure that the Conference of the Parties (COP) has accurate and reliable information on greenhouse gas emissions. Reviews are conducted under the authority of the Subsidiary Body for Scientific and Technological Advice and the auspices of UNFCCC, as set forth in decision 2/CP.1, and in accordance with the guidelines for review of greenhouse gas inventories adopted by decision 19/CP.8 (FCCC/CP/2002/8).

The COP, by its decision 12/CP.9, decided that, beginning in 2004, all members of expert review teams participating in the technical review of greenhouse gas inventories from Annex I Parties shall be required to sign this agreement for expert review services, prepared based on the elements included in annex III to that decision (FCCC/CP/2003/6/Add.1). Your participation in the review is subject to the terms and conditions set forth below.

Conduct in the review

1. The expert shall use the UNFCCC reporting guidelines on annual inventories, adopted by decision 18/CP.8, and the Revised 1996 Intergovernmental Panel on Climate Change (IPCC) Guidelines and IPCC good practice guidance as the bases for the technical review of inventories, following the procedures and deadlines for each stage as set out in the inventory review guidelines, under the direction of the Convention secretariat.
2. In conducting review activities, the expert shall perform duties in an objective, neutral and professional manner and serve in the best interest of the Convention. The expert shall notify the secretariat of any potential conflict of interest relating to a specific review activity in which the expert has been invited to participate.
3. The expert shall work cooperatively with other review team members, in particular lead reviewers and other experts working in the same subsector, with a view to achieving consensus in decision-making within the expert review team. If, under exceptional circumstances, consensus cannot be reached within an expert review team, lead reviewers from other expert review teams may be asked to work cooperatively with a team to assist it in achieving consensus.
4. The expert will be advised of the time requirements and deadlines for the review process, and will do everything in his or her power to meet these deadlines. If, due to unforeseen circumstances, the expert is not able to perform his or her review duties in the time allotted for them, he or she shall notify the secretariat, lead reviewers of the team and other members of the team as soon as possible.

Information provided during the review

5. 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. In this regard, the expert shall not disclose any information acquired during the review before finalization and publication of the inventory review report; and shall not disclose any non-published information acquired during the review without the express agreement of the Party

concerned and the secretariat. Further, the expert 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.

6. The expert has an obligation to protect any confidential information provided in the course of the review both during and after the term of service. If the expert is specifically authorized to handle confidential inventory information, he or she shall adhere to established UNFCCC procedures for treatment of this information, as instructed by the secretariat. The expert shall notify the secretariat of any potential conflicts of interest relating to specific confidential information submitted by the Party being reviewed before the information is viewed.

Consequences

7. Failure to comply with the conditions of this agreement may result in the expert's removal from the review. Failure to comply with the obligations to protect confidential information provided in the course of the review may result in possible claims by third parties, for which the expert may be personally liable.

Recognition

8. Upon request, the secretariat will provide a letter of recognition for services to 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 signing, dating and returning to the UNFCCC secretariat a copy of this agreement.

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

Printed name: _____

Signature: _____

Date: _____

Acknowledged and agreed:

Printed name: _____

Signature: _____

Date: _____
