



GREEN
CLIMATE
FUND

Decision of the Board on the updated terms of reference of the Technical Advisory Panel

B.BM-2018/09

3 May 2018

Decision approved between meetings

Decision of the Board on the updated terms of reference of the Technical Advisory Panel

The Board, having considered document GCF/BM-2018/09 titled “Updated terms of reference of the Technical Advisory Panel”:

- (a) Approves the updated terms of reference of the independent Technical Advisory Panel (the Panel) as set out in annex I;
- (b) Requests the Investment Committee to present a recommendation to the Board, at the Board’s twentieth meeting, regarding the extension of the terms of the three Panel members with contracts expiring in August 2018, with reference to the ongoing performance review of the members of the Panel as appropriate; and
- (c) Requests the Investment Committee, with the support of the Secretariat, to nominate members of the Panel for endorsement by the Board at its twentieth meeting in a number necessary to replace current Panel members not serving for a second term and, if deemed appropriate, to increase the capacity of the Panel following the recommendation of the Secretariat, as per decision B.19/08, paragraph (d).

Annex I: Terms of reference of the Technical Advisory Panel

I. Role and mandate

1. The Technical Advisory Panel (the Panel) will provide independent technical assessment of, and advice on, funding proposals for the Board.
2. The Panel will conduct technical assessments of funding proposals submitted through the Secretariat by GCF accredited entities at the analysis and recommendations to the Board stage of the GCF project and programme approval cycle. This will be done in accordance with the GCF project and programme approval cycle and the simplified approval process (SAP), and to provide objective technical advice on funding proposals to the Board.
3. The Secretariat will engage the Panel on all funding proposals, including those submitted through the SAP, as approved in decision B.18/06. The Panel will operate as an independent technical advisory body of GCF. The Panel and its members will be bound by these terms of reference (TOR) as well as by any relevant policies and procedures of GCF, including the policy on ethics and conflict of interest for external members serving on panels, sub-committees and working groups of the Board. The Rules of Procedure of the Board, as well as any other relevant rules and guidelines to be adopted by the Board, will apply *mutatis mutandis* to the Panel.
4. The Panel will independently assess the performance of the funding proposals submitted to GCF against the GCF activity-specific criteria.
5. The Panel, in the conduct of its technical assessment of funding proposals, will be provided, prior to its final assessment, with the final funding proposal; the Secretariat's assessment of compliance with safeguards, policies and performance of the project or programme against activity-specific criteria; and other necessary information that may reasonably be requested from the Secretariat. In addition, the Panel may be provided, as per the applicable project and programme activity cycle, with previous submissions of the funding proposals for initial review and feedback.

II. Reporting

6. Pursuant to this mandate, and in accordance with stage IV of the GCF project and programme activity cycle as outlined in annex IV to decision B.17/09 titled "Updated project and programme cycle", the Panel's advice will be submitted to the Board by the Secretariat as part of the documentation pertaining to the funding proposal. The advice provided by the Panel will consist of the outcome of its independent technical assessment and its recommendation on each funding proposal that it considers.

III. Composition and structure

7. The Panel will comprise a minimum of six members: three from developing countries and three from developed countries. The Panel membership may be increased when deemed appropriate by the Board to accommodate the need for additional capacity and areas of expertise. On a case-by-case basis, members of the Panel may call additional experts from the roster of experts if the need for specialized knowledge arises, as deemed necessary, using the budget approved for the Panel. The Secretariat will assist the Panel in the procurement of a roster of experts.

8. The Panel's collective expertise will cover a range of specialities and subspecialties related to mitigation, adaptation, the private sector and the financing of projects in developing countries.
9. Panel members and expert members will, therefore, demonstrate recognized capacity and expertise in their fields of competency as it pertains to the Fund's initial result areas, supported by a successful career track record. Familiarity with guidance stemming from the United Nations Framework Convention on Climate Change process, the Intergovernmental Panel on Climate Change and other relevant processes is desirable. Experience in the appraisal and operation of projects in the area of REDD-plus and in small island developing States, as well as expertise in gender-sensitive development and economic analysis, are also an asset.
10. Each Panel member and expert member must have an unquestionable personal reputation and have demonstrated integrity and ethical behaviour throughout his or her professional career.
11. Members of the Panel will be procured, selected and nominated by the Investment Committee, with the support of the Secretariat, for endorsement by the Board soon thereafter.
12. The endorsed Panel members will enter into a consultancy contract with GCF for a term of three years, with the possibility of renewal. The Executive Director of the GCF may terminate the consultancy contract with a Panel member in cases of unethical behaviour, negligence of duties, or any other breach of his or her obligations thereunder, whereupon his or her term as Panel member will terminate automatically.

IV. Modalities of work

13. The Panel will conduct its review of funding proposals remotely, and through physical meetings at the GCF headquarters in Songdo, Republic of Korea. The dates and timelines for reviews will be determined by the Secretariat in accordance with the project and programme approval cycle and the SAP, and may take place on a rolling basis. For funding proposals categorized under the SAP modality, reviews may follow new streamlined procedures for the simplification of the review process envisaged by the SAP. A summary of each completed technical assessment will be made available on the GCF website at least 21 days prior to Board action, in accordance with the GCF Information Disclosure Policy.
14. The Secretariat will provide the necessary operational and administrative support to the Panel.

V. Compensation

15. A fee will be paid to Panel members and expert members in accordance with the GCF rules and regulations, subject to the terms of their consultancy contracts. The monthly fee will be determined in consultation with the Secretariat to reflect the time commitments derived from the volume of funding proposals reviewed.

VI. Conflict of interest and confidentiality

16. A conflict of interest arises when a Panel member has an interest, which may include but is not limited to a financial interest that could, or could be deemed to, improperly influence the performance of his or her official duties or responsibilities as a Panel member. A conflict of interest applies to, among others, Panel members who hold positions in government or non-governmental organizations, or who are working in, or have any contractual arrangement as consultants or otherwise with, an accredited entity of the GCF or an executing entity.

17. All actual or potential conflicts of interest, or the appearance thereof, shall be immediately disclosed in writing to the Fund's Independent Integrity Unit.
18. It is the duty of the Independent Integrity Unit to review these disclosures promptly and to decide whether an actual or potential conflict of interest exists and, if so, whether to issue a waiver defining the extent to which the Panel member in question may participate in any discussion of the issue that has given rise to the conflict.
19. When the Independent Integrity Unit determines that an actual or potential conflict of interest exists, the Panel member shall not participate in the matter that has given rise to the conflict absent a waiver from the Independent Integrity Unit. The waiver may be designed to allow for any level of participation that the Independent Integrity Unit deems appropriate.
20. Furthermore, at the time of appointment, all Panel members will sign the oath contained in the appendix I to this document.
21. Panel members shall adhere to the Policy on Ethics and Conflict of Interest for External Members of Green Climate Fund Panels and Groups, as may be amended from time to time.
22. Panel members shall adhere to the Fund's information disclosure policy, as may be amended from time to time, including in respect of the treatment of confidential information.

VII. Revision and termination of the terms of reference of the Panel

23. The Board may revise the TOR as necessary, and upon the advice of the Investment Committee, in order to incorporate lessons learned and to reflect the evolving technical needs of the GCF.
24. The mandate of the Panel may be revised or terminated by the Board, if deemed necessary.

Appendix I: Oath to be taken by the members of the Technical Advisory Panel

“I solemnly declare that I shall perform my duties as a member of the Technical Advisory Panel (the Panel) of the Green Climate Fund (the Fund), honourably, faithfully, impartially and conscientiously.

I further solemnly declare and promise that I shall disclose any financial interest or any other real or perceived conflict of interest in the review and consideration of funding proposals submitted to the Panel and, in general, in any other matter in connection with the fulfilment of the mandate of the Panel.

I shall refrain from participating in the consideration of funding proposals or policy discussions where any financial interest or any other real or perceived conflict of interest may arise, or where any personal circumstance might be incompatible with the requirements of integrity and impartiality expected from a member of the Panel.

I solemnly declare that I accept and will be bound by the Policy on Ethics and Conflict of Interest for External Members of Green Climate Fund Panels and Groups. Subject to my responsibilities to the Panel, I shall not disclose, even after the termination of my functions, any confidential or proprietary information which is transferred to the Board, the Investment Committee, the Panel or the Secretariat, or any other confidential information coming to my knowledge by reason of my duties for the Panel.”

Full name: _____

Date: _____

Signature: _____
