

Annex XII: Terms of reference of the independent Technical Advisory Panel

I. Role and mandate

1. The independent 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 accredited entities of the Fund at the analysis and recommendations to the Board stage of the Fund's project and programme activity cycle. This will be done in accordance with the Fund's initial proposal approval process, and in order to provide objective technical advice on funding proposals for the Board.
3. The Secretariat will engage the Panel on all funding proposals, in particular the medium and large funding proposals. This shall not prejudice the proposed simplified processes for the approval of certain activities, in particular small-scale activities that are planned to be discussed at the tenth meeting of the Board.
4. The Panel will operate as an independent technical advisory body of the Fund. The Panel and its members will be bound by these terms of reference (TOR) as well as by any relevant policies and procedures of the Fund, 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 procedures 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.
5. The Panel will independently assess the performance of the funding proposals submitted to the Fund against the Fund's activity-specific criteria in accordance with the initial investment framework.
6. The Panel, in the conduct of its technical assessment of funding proposals, will be provided 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. As needed, the Panel may seek inputs from stakeholders.
7. Upon decision by the Board, the Panel may expand its mandate in the future in order to provide strategic insights and share lessons learned.
8. An open and transparent process for selection of Panel members will be launched immediately after the Board adoption by the Board of the terms of reference of the Panel.

II. Reporting

9. Pursuant to this mandate, and in accordance with stage IV of the Fund's project and programme activity cycle (Annex VII to decision B.07/03, *Initial Proposal Approval Process*), 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.
10. Upon request by the Board, the Panel may be invited to report orally to the Board at future Board meetings.

III. Composition and structure

11. The Panel will comprise six members: three from developing countries and three from developed countries, with gender balance. The Panel will nominate its Chair. On a case-by-case basis, members of the Panel may call additional experts if the need for specialized knowledge arises, as deemed necessary and in consultation with the Secretariat. When this occurs, the required expert will be procured and selected by the Secretariat in consultation with the Panel and will be contracted by the Secretariat on behalf of the Fund as an external consultant. Furthermore, a roster of experts in major mitigation and adaptation areas will be established over time.

12. The Panel's collective expertise will cover a range of specialties related to adaptation, mitigation, the private sector, financing, development and implementation of projects in developing countries. Familiarity with guidance stemming from the United Nations Framework Convention on Climate Change, the Intergovernmental Panel on Climate Change, other relevant processes and an understanding of governance issues (e.g. public financial management, political economy, etc.) is desirable.

13. 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.

14. Each Panel member and expert member will have to have demonstrated unquestionable personal reputation, integrity and ethical behaviour throughout his or her professional career.

15. 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.

16. The endorsed Panel members will enter into a consultancy contract with the Fund for a term of three years, with the possibility of renewal. The Executive Director of the Fund may, in consultation with the Ethics and Audit Committee, 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

17. The Panel will conduct its review of funding proposals remotely, unless exceptional circumstances necessitate physical meetings. The dates and timelines for reviews will be determined by the Secretariat in accordance with the initial proposal approval process, and aim to not exceed two weeks. A summary of each completed technical assessment will be made available on the Fund's website, subject to the Fund's information disclosure policy.

18. The Secretariat will provide the necessary operational and administrative support to the Panel.

V. Compensation

19. A fee will be paid to Panel members and expert members in accordance with the Fund's rules and regulations, subject to the terms of their consultancy contracts. The time required per month for review of funding proposals will be determined in consultation with the Secretariat.

VI. Conflict of interest¹ and confidentiality

20. 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 Fund or an executing entity.

21. All actual or potential conflicts of interest, or the appearance thereof, shall be immediately disclosed in writing to the Fund's Integrity Unit.

22. It is the duty of the 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.

23. When the 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 Integrity Unit. The waiver may be designed to allow for any level of participation that the Integrity Unit deems appropriate. Until the Integrity Unit is established, the Office of the General-Counsel will perform the duties of the unit in the interim.

24. Furthermore, at the time of appointment, all Panel members will sign the oath contained in the Appendix to the TOR.

25. Panel members shall adhere to the Policy on Ethics and Conflict of Interest for external members serving on Panels, Sub-Committees and Working Groups of the Board, as may be amended from time to time.

26. 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

27. The Board may revise these 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 Fund.

28. The mandate of the Panel may be revised or terminated by the Board, if deemed necessary.

¹ Conflict of interest provisions reflect the draft Policy on Ethics and Conflict of Interest for external members serving on Panels, Sub-Committees and Working Groups of the Board which will also apply to members of the Panel.

Appendix: Oath to be taken by the members of the independent Technical Advisory Panel¹

"I solemnly declare that I shall perform my duties as a member of the independent 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 serving on Panels, Sub-Committees and Working Groups of the Board.

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: _____

¹ This oath is meant to reflect the oath attached to the draft Policy on Ethics and Conflict of Interest for external members serving on Panels, Sub-Committees and Working Groups of the Board.