

COP21: success at “the end of the beginning”

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BRIEF

The Paris Agreement provides a clear signal and a solid framework for climate action. Balanced and ambitious in its objectives – including full decarbonization of the global economy before the end of the century – it has all the conditions to encourage everyone to do more.

In establishing a new international climate change regime, the Agreement focuses on the essentials: guiding countries towards low-carbon and climate resilient economies. The main challenge resides not in the direct implementation of the decisions taken in Paris, but rather in the alignment of countries' national strategies with a decarbonization trajectory.

COP21 marks the advent of a new regime of international cooperation rather than a 'utopian' and politically unpalatable system to punish or coerce States to take action. It confirms the desire to engage both State and non-State actors on climate action. In this respect, it is a real victory of multilateralism.

Indeed, COP21 marks the “end of the beginning” of a long negotiations process to shift to a permanent regime, completed by regular appointments to boost ambition. This victory, however, will become historical only if this cooperation leads to enhanced action and concrete results. And this is where the hard work begins!

1. A universal agreement promoting enhanced cooperation rather than regulatory sanctions

Each year the signatory countries of the United Nations Framework Convention on Climate Change (UNFCCC) meet during the Conference of the Parties (COP) and the Conference and Meeting of the Parties to the Kyoto Protocol (CMP). The Paris Conference – COP21 and CMP11 – built on the Lima Conference (COP20, 2014)¹ and led to an international agreement on climate change, marking the end of a negotiation process initiated four years ago at the Durban Conference (COP17, 2011).

A LENGTHY PROCESS TO PREPARE THE AGREEMENT UNDER THE DURBAN PLATFORM

Launched during the COP17, the *Ad Hoc Working Group on the Durban Platform for Enhanced Action* (ADP) has been initially mandated to develop “a protocol, another legal instrument or text with an agreed outcome with legal force under the Convention, applicable to all Parties” to be adopted during COP21. During an unprecedented political process, COP21 led to countries adopting an international accord: the Paris Agreement. This agreement provides an international governance framework for the transition towards a low-carbon climate-resilient economy.

A SUCCESSFUL “ALLIANCE” FOSTERED BY THE FRENCH PRESIDENCY

During this negotiation process in the run up and during COP21, the French Presidency developed the to-date successful “Paris Alliance” architecture based on four pillars: **(i)** a legally-binding agreement; **(ii)** Intended Nationally Determined Contributions (INDCs); **(iii)** a financial and technological package to support developing countries in their transition; and **(iv)** the “Action Agenda” which gathers together the cooperative climate actions – both unilateral commitments and multilateral initiatives – conducted on the sidelines of the UNFCCC negotiation process. This Alliance has shown that the dynamic aspect of multilateralism on climate action should integrate not only various political processes² but also enhanced efforts coming from diverse economic actors: civil society, local authorities, businesses, and financial institutions.

A COP DECISION FOR IMMEDIATE APPLICATION AND A LONG-TERM AGREEMENT

The text adopted on Saturday, December 12th, includes the COP Decision and the Paris Agreement in the annex. The COP Decision applies immediately, and contains particular provisions for the pre-2020 period. The provisions of the decision can, in principle, be revised or reinforced by subsequent COP Decisions, thus giving some flexibility in its content. Conversely, the Paris Agreement – once ratified

¹ More details on Lima's decisions on the Climate Brief N°37 “COP20: a tense rehearsal dinner where everyone ended up eating at the same table” (2014): <http://www.i4ce.org/?p=9706>

² For example, there seems to be a convergence between the UNFCCC agenda and the global Sustainable Development Goals (SDGs) adopted in September 2015, in particular by the transversal nature of the fight against climate change and the mainstreaming of low-carbon and resilient development models to all countries.

by States - will remain in vigor until it has met its objectives and therefore contains very few calendar elements. Indeed, it is a text with a permanent value, which may nevertheless be amended by the States under the Convention. Therefore, the principles and provisions contained in the Agreement are made operational by the COP21 Decision, and will be completed by subsequent decisions.

Thus, the COP21 Decision and the Paris Agreement compose a subtle legal *'couple'*, which covers both provisions for immediate implementation, detailing the principles for mid-term action, and long-term commitments.

THE BINDING FORCE OF THE AGREEMENT FOR STATES STEMS NOT ONLY FROM ITS LEGAL VALUE

Whether the Paris Agreement would be a legally-binding instrument was an important concern in the negotiations. To enter into force, the Agreement must be ratified by at least 55 States representing at least 55% of global emissions³. Given that the ratification process and conditions vary from country to country, this process will probably take several years. Under international law, the ratification gives to the Agreement a status of a treaty, thus committing its signatory States.

However, the binding force of the Agreement is relative given the fact that:

- most of the provisions have been drafted using flexible language, that either encourages States to act or creates obligations of means rather than performance objectives;
- there is no clear mechanism for determining if a State fails to meet its obligations, nor an enforcement mechanism within the Agreement;
- for a State that would not respect its obligations, it is always possible, after 3 years following the entry into force of the treaty, to withdraw from the Agreement with a one-year notice.

Yet, the binding nature of the Agreement is more political than legal. States that do not fulfill their obligations are exposed to the pressure of those countries who managed to meet them and of the civil society – who eventually could attempt to assert this agreement in national or international courts.

In addition, the Paris Agreement plans to create the *"Conference of the Parties serving as the meeting of the Parties to the Paris Agreement"* – which will bring together all countries that have ratified the Agreement to support the implementation of its provisions.

2. Ambition: three objectives to align the economy, development and climate

Article 2 of the Paris Agreement defines three objectives which, taken together, allow the strengthening of the *"global response to the threat of climate change"*. Nevertheless, the same article makes clear that these objectives cannot be fulfilled outside of sustainable development and poverty eradication.

LIMIT GLOBAL WARMING WELL BELOW 2°C WHILE AIMING AT BRINGING IT TO 1.5°C

The Paris Agreement aims at containing the rise of global mean temperatures *"well below 2°C above pre-industrial levels, and to pursue efforts"* to limit the warming to 1.5°C. While the 2°C objective is embedded in negotiations since the 2009 Copenhagen and 2010 Cancún conferences, the introduction of the 1.5°C

target corresponds to a renewed ambition and acknowledges a major request from developing countries, most notably small islands vulnerable to sea level rise. The IPCC was requested to provide a special report in 2018 on the feasibility of the 1.5 °C objective and the conditions under which it is compatible with the expected emission pathways.

FOR THE FIRST TIME, ADAPTATION APPEARS SIDE BY SIDE WITH MITIGATION

The Paris Agreement aims at *"increasing the ability to adapt to the adverse impacts of climate change"* by promoting resilience and low-carbon development. Without a unanimous definition of adaptation, it is difficult to link this objective to a quantitative target.

AN INNOVATIVE OBJECTIVE: ALIGNING FINANCIAL FLOWS WITH LOW-CARBON DEVELOPMENT

Finally, the Agreement aims at making financial flows *"consistent"* with a low-carbon development. The greening of financial flows is not simply a means towards climate objectives, but an end in itself. Linked to the emergence of low-carbon pathways, this represents a strong signal towards governments, public financial institutions and the private sector to rethink their investment decisions in light of the climate agenda.

3. Differentiation: a flexible regime to secure universal participation

Differentiation refers to the way obligations defined in the Paris Decisions and Agreement can vary according to the particular situations of States, such as level of development and the exposure to climate change impacts.

THE REFERENCE TO COMMON BUT DIFFERENTIATED RESPONSIBILITIES REMAINS ESSENTIAL

The fundamental principle of differentiation in climate negotiations is introduced in the UNFCCC as *"common but differentiated responsibilities and respective capabilities"* of States facing climate change. In the Agreement, this principle is widened to consider *"different national circumstances"*. This wording was taken from the 2014 US-China joint announcement.

DIFFERENTIATION BASED ON UNFCCC ANNEXES IS MAKING WAY TO A REGIME OF FLEXIBLE SELF-DIFFERENTIATION

Initially, UNFCCC signatories were grouped in two categories: developed countries, listed in Annex I, and developing countries - also known as 'Non-Annex I countries'. The distribution between those groups was decided in 1992 and reflected economic conditions of the time. With the appearance of emerging countries, characterized by strong economic and GHG emission growth, this distinction has been called into question. The Paris Agreement reflects this evolution, notably by dropping the reference to Annex I of the UNFCCC for a three-way differentiation:

1. The maintaining of a binary distinction between developed and developing countries, most notably on the topic of North-South financial commitments. On mitigation, developed countries have to *"take the lead"* according to their historic responsibility and their larger economic capacities.
2. A particular regime for least developed countries (LDCs) and/or small island developing States (SIDS), in the name of

³ According to official data published by the UNFCCC Secretariat that will be used for this calculation, if the Agreement is ratified by all countries except the United States, China and India, it could still enter into force. On the other hand, the ratification of the United States, China, the EU, Brazil, South Korea and South Africa is sufficient to reach the threshold of 55% of emissions coverage.

HOW AMBITION HAS EVOLVED IN THE UNFCCC

1992

Adoption of the UNFCCC

Stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system

2009-2010

Copenhagen & Cancún (2020 horizon)

Recognition of the objective to hold the increase in global average temperature below 2°C above pre-industrial levels

2015

Paris Agreement and decision

The Agreement aims to:

- Hold the increase in the global average temperature to well below 2 °C above Pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5 °C above pre-industrial levels
- Increase the ability to adapt to the adverse impacts of climate change
- Make finance flows consistent with a low carbon and climate-resilient development pathways

their limited contribution to GHG emissions and of their high exposure to impacts of climate change. This regime concerns the regularity of national communications, or priority access to financial resources, most notably for adaptation. This regime allows, by contrast, a convergence between the obligations of other developing countries (notably emerging countries) and of developed countries.

3. A flexible regime based not on groups of countries but on the specific conditions of each country, for example national circumstances and respective capabilities. This regime is applied in the review of national communications. It allows the Agreement to preserve common rules while at the same time reassuring all States on the degree of stringency applied to them. However, this flexible regime will have to demonstrate its coherence and progressivity in order to bring States to improve their actions.

THE DIFFICULTY OF DEFINING RESPECTIVE CAPABILITIES UNDER THE NEW REGIME

The evolution of differentiation regimes in the Paris Agreement testifies of how international law adapts to the realities of global economy and the rise of emerging countries. However, the Agreement did not introduce a new distribution of countries among the UNFCCC Annexes, which could have threatened the flexibility of the final outcome approved in Paris. Indeed, differentiation as it is planned in the current text can be interpreted differently by each country, which points to a self-differentiation system. Political pressure from other States or civil society can accelerate the recognition of a change in status. Like before, a country willing to show more ambition than its status requires is welcome to do so.

4. Mitigation: finding the right balance to ‘push’ countries to do more

The ambition of the Paris Agreement and more specifically its capacity to mitigate climate change is the usual metric used to evaluate whether the negotiations were successful or not. On this issue, the Paris Agreement comprises two complimentary dimensions: a common objective that has evolved in time and that will represent the aggregation of national commitments. These commitments can be defined either in a top-down fashion such as in the Kyoto Protocol or on a voluntary basis such as those that followed the Cancún conference.

A BOLD PATHWAY THAT ANCHORS THE GOAL TO ACHIEVE GLOBAL CARBON NEUTRALITY BY THE END OF THE 21ST CENTURY

The Paris Agreement addresses the mitigation pathway both in terms of holding the increase of global average temperatures, and tackling emissions in a way that countries: “aim to reach global peaking of greenhouse gas emissions as soon as possible” and that allows to achieve “balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century”⁴ (Article 4).

NATIONAL CONTRIBUTIONS ARE STRENGTHENED BY A PROGRESSION SYSTEM STRUCTURED AROUND FIVE-YEAR REVIEWS

In 1997, when the Kyoto Protocol was adopted, only developed countries committed to reduce their emissions. However in 2010, developing countries have begun to establish voluntary objectives for 2020. The process that began in Durban and that was finalized in Paris has encouraged most of the countries to publish their *Intended Nationally Determined Contributions* (INDCs). Hence, almost all countries have pledged to take action in order to cut their GHG emissions.⁵

The decisions adopted in Paris confirm this process. By 2020, all countries have to communicate their *Nationally Determined Contribution* (NDC) containing a strategy for up to 2030. Thereafter, at least every five years a new and more ambitious NDC shall be communicated. The idea behind this process is to have countries successively communicating their NDC in a coordinated manner around the five-year review milestones. However, the Agreement also specifies that countries can at any time adjust their NDC with a view of enhancing their level of ambition. This ‘ratcheting up’ architecture aims to give momentum at specific time frames in a way that countries are encouraged to enhance their ambition and to simply do more. To increase visibility, the COP also invites countries willing to do so to establish mid-century long-term NDCs.

The Agreement calls for Global stocktaking meetings to take place every five years where the collective progress towards achieving Agreement’s long-term goals should be assessed. In order to facilitate the comparability and the impact assessment of the NDCs, the COP has also decided that specific guidelines will be prepared to harmonize the information to be presented by each country. An initial ‘trial run’ was held in 2015 with a first synthesis report prepared by the UNFCCC Secretariat on the aggregate effect of INDCs⁶. Unsurprisingly, there is a significant

⁴ This means zero net anthropogenic emissions. Among the anthropogenic GHG removal alternatives are Carbon Capture and Storage (CCS) and carbon sequestration in forests and agricultural soils.

⁵ Until 12 December 2015, only 8 countries representing less than 2% of global emissions had not published their INDC. See ClimasCOPe #6 for more information: « 2°C target and states’ commitments »: <http://www.i4ce.org/download/2c-target-and-states-commitments/>

⁶ UNFCCC (2015), INDC Aggregation report: http://unfccc.int/focus/indc_portal/items/9240.php

gap between countries' current commitments and the optimal 2°C trajectories. The challenge of the Paris Agreement resides specifically on this point: building a framework allowing for the increase of countries' ambitions and for the achievement of their objectives.

In this light, differentiation is represented by flexibilities for LDCs and SIDSs. Developed countries must “*continue taking the lead*” by committing to economy-wide absolute targets. Eventually, a convergence towards economy-wide absolute targets for all countries is expected, taking into account the level of development of their economies. As in the Kyoto Protocol, flexibility will be established so that countries reach some of their goals by financing emission cuts in other countries (see Box 1).

5. Providing finance and capacity building to developing countries: clear obligations and a roadmap

The issue of providing climate finance to developing countries is often one of the toughest negotiation points. Unsurprisingly, the consensus on this topic was found quite late during COP21. From the developing countries' perspective, the obligation that developed countries should provide them finance and support stems from their historical responsibility for GHG emissions. Moreover, developing countries are often the most vulnerable and are the ones bearing most of the economic, social and environmental consequences of climate change. The consideration of these elements in the Agreement was a necessary issue to build trust between countries to reach a universal deal.⁷

THE PARIS AGREEMENT SPECIFICALLY FRAMES THE NATURE OF COUNTRIES' OBLIGATIONS REGARDING CLIMATE FINANCE

Stressing that developed countries should continue to take the lead for the provision of financial resources, Article 9 of the

Agreement indicates that – similarly to what was decided for the Green Climate Fund in Cancún – a balance between the financing dedicated to mitigation and adaptation should be struck. The Agreement also encourages developing countries that are able to do so to provide – or continue providing – financial support to other developing countries. The financial flows must seek to support country-driven national strategies and priorities. As mentioned earlier, special attention must be given to countries that are particularly vulnerable and to those with the significant capacity constraints.

An interesting predictability of finance must be highlighted: developed countries are not only required to biennially communicate information on the financial support provided, but also on projected levels of finance to be provided to developing countries in the future.

THE COP DECISION DRAWS THE ROADMAP FOR THE MOBILIZATION OF THE USD 100 BILLION

At the Copenhagen Conference in 2009, and then in Cancún in 2010, developed countries committed to “mobilize” US\$100 billion per year in private and public climate funding for developing countries by 2020. This commitment was reintroduced in the COP Decision as a floor to be enhanced collectively in 2025. Specific details on the scope of flows included in this goal and the rules for accounting for private funds mobilized still remain to be clarified and will be decided in November 2018, during the COP24. This technical process – that can end up being fairly political – will take into account the recommendations that the Subsidiary Body for Scientific and Technological Advice (SBSTA) has been mandated to prepare by the COP Decision.

The importance of adequate and predictable financial resources for the REDD+⁸ mechanism is also recognized by the COP Decision, including the consideration of alternative approaches as decided in 2013 in the Warsaw conference.⁹

⁷ To understand the finance issue in the negotiations, see *Climascope* #2: <http://www.i4ce.org/?p=9514>

⁸ REDD+ : Reducing emissions from deforestation and forest degradation, and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks

⁹ See *Climate brief n°33 on COP19*: <http://www.i4ce.org/?p=9742>

BOX 1: FROM ARTICLE 6 OF THE KYOTO PROTOCOL TO ARTICLE 6 OF THE PARIS AGREEMENT: PAVING THE WAY FOR A NEW CREDITING MECHANISM

Two flexibility mechanisms were introduced by the Kyoto Protocol to transfer emission reductions: the Joint Implementation (JI - Article 6) within developed countries and the Clean Development Mechanism (CDM - Article 12) between developed and developing countries. Article 6 of the Paris Agreement establishes a new mechanism “*to promote the mitigation of greenhouse gas emissions while fostering sustainable development*”. Like the JI and the CDM, Article 6 of the Paris Agreement provides, on a voluntary basis, the possibility of transferring mitigation outcomes. Similarly to the CDM, a contribution of this mechanism to adaptation financing is planned. More precise rules for the mechanism will be released in the coming years. They will draw on the experience and lessons gained from the implementation of the CDM and JI.

Challenges related to the establishment of such a mechanism are twofold: technical and economic. On the technical – or even political – side, the development of new criteria and new rules for participation in the mechanism must provide for a broader approach than the one applied by the CDM and JI – including provisions for environmental integrity. In a system where most countries have commitments, some of the questions will be similar to those that arose for JI. Notably, the accounting of emission reductions in a context that is not as rigid and codified as the one established by the Kyoto Protocol can prove to be complicated.

Another challenge will be to create favorable economic conditions for the operation of the mechanism – particularly, sufficient demand. Within the Kyoto Protocol, demand for credits was driven mostly by industrial installations with obligations under the EU ETS rather than by countries.* Moreover, some countries like Switzerland and New Zealand have explicitly mentioned in their INDC their need for such mechanisms for the achievement of their targets. Other countries, such as Brazil, have explicitly banned the export of credits originated in their territories to other countries. Knowing what kind of provisions will be included so that demand for emission reductions from such a mechanism can be continuous and sustainable is a key issue for the success of this type of system. This issue could be supported by an opening to wider cooperation actions between countries, an option that seems to be offered by the Agreement.

* See *Climate Report 44 – Ex-post evaluation of the Kyoto Protocol (2014)*: <http://bit.ly/KPEXpost>

HOW MITIGATION COMMITMENTS HAVE EVOLVED IN THE UNFCCC



CAPACITY BUILDING: A NECESSARY CONDITION FOR A UNIVERSAL AGREEMENT

Taking into account the universal nature of the Agreement, the capacity building issue is essential to allow each country to be able to comply with the new requirements established by the Paris Agreement. The establishment of the “Paris Committee on Capacity Building” is aimed at addressing this issue. This body will be in charge of overseeing the 2016-2020 work plan, that should identify needs, foster cooperation, and ensure the appropriation of these processes inside developing countries.

6. Adaptation: importance and transparency strengthened with neither targets nor metrics

ADAPTATION IS PLACED ON PAR WITH MITIGATION THROUGHOUT THE PARIS AGREEMENT

As part of the overall objective of the Paris Agreement, adaptation is presented in a balanced manner compared to mitigation and financing. On this topic, a breakthrough lies in the new transparency framework, which requires each country to update and periodically present a national communication on adaptation. These communications may include the priorities, needs for implementation and support – as well as policies in place – and can be integrated within NDCs or national adaptation plans.

OPERATIONAL DEFINITION AND COMMON METRICS AND EVALUATION TOOLS STILL LACKING

The Paris Agreement does not provide any quantitative goals for adaptation, precisely because at this stage the form that such a goal might take is still unknown. There is no consensus regarding neither a unified metric nor a single definition of adaptation. It has therefore been defined that actions on adaptation should both follow a country-driven approach and be based and guided by the best available science, as well as traditional and local knowledge. The challenge is now methodological, i.e. identify and then measure, monitor and verify adaptation needs and actions. To this end, the Adaptation Committee has been mandated to consider methodologies for assessing adaptation needs. This Committee will also work with the LDC Expert Group and the Standing Committee on Finance (SCF) on recommendations regarding the necessary steps to facilitate the mobilization of support and review the adequacy and effectiveness of support for adaptation in developing countries.

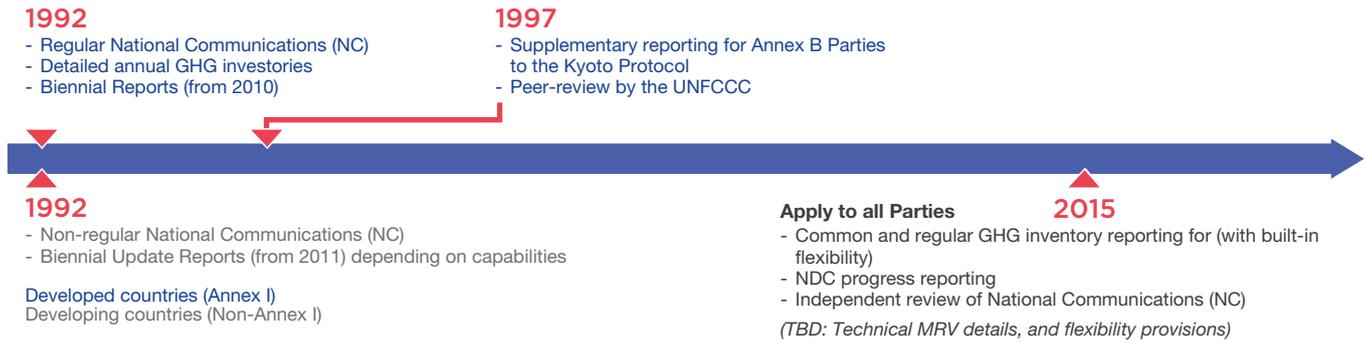
7. Transparency: a clear evolution towards common obligations for all countries

The “*enhanced transparency framework for action and support*” established in Article 13 is a key instrument for the implementation of the Paris Agreement. This transparency framework – together with the five-year “global stocktake” process (Article 14) and the establishment of the implementation and compliance committee (Article 15) – forms the cornerstone of a legally-

HOW FINANCE FOR DEVELOPING COUNTRIES EVOLVED UNDER THE UNFCCC



HOW TRANSPARENCY HAS EVOLVED UNDER THE UNFCCC



binding accountability system for the post-2020 climate regime. While maintaining the “built-in flexibility which takes into account [countries]’ different capacities”, this framework creates common transparency obligations for all.

NATIONAL INVENTORIES WILL NOW BE REGULARLY PROVIDED BY ALL STATES

Most notably under the new regime, countries shall regularly provide national GHG inventory reports in accordance with the IPCC guidelines; as well as information to track progress with regards to their respective NDCs. Moreover, this information shall be subject to independent technical review. These reporting and verification obligations are thus a major change compared to the existing reporting rules under the UNFCCC, whereby only Annex I countries were obliged to provide their national GHG inventories on a regular basis and have them verified by accredited experts. Under the new Agreement, developed countries are also obliged to report information on financial, technological and capacity support provided; while developing countries should report the support received. This is a logical evolution of biennial reporting under the Convention. Lastly, Parties should provide information on climate change impacts and adaptation, although no verification is required.

BUILDING TRUST AMONG COUNTRIES THROUGH COOPERATION AND BY TAKING INTO ACCOUNT NATIONAL CIRCUMSTANCES

The transparency framework should therefore help build confidence and trust among Parties, enable to track the progress towards NDCs and facilitate further cooperation – including the use of internationally transferred mitigation outcomes pursuant to Article 6. In order to fulfil its goals, this framework will now need to be operationalized through the adoption of “common modalities, procedures and guidelines”, which is planned for definition at COP24. These rules will need to establish technical details for the monitoring, reporting and verification (MRV) process and types of flexibility options according to the capacities of countries.

Finally, incentives to submit high-quality information will need to be put in place – for example, through making participation in Article 6 conditional upon successful verification of GHG

BOX 2. THE GLOBAL STOCKTAKE

The “global stocktake” process is aimed at reviewing the implementation of the Agreement with regards to mitigation, adaptation, climate finance and technology transfer. The first stocktake will take place in 2023 and every five years thereafter, preceding ambition enhancement ‘appointments’. Modalities for the stocktake should be adopted at COP25 in 2019. In 2018, a ‘simplified’ stocktake on existing NDCs’ content is also planned.

inventories. However, the Paris Agreement explicitly stipulates that the compliance committee shall be non-punitive, which reduces the possibility to use this kind of incentive.

8. Loss & Damage: an increased recognition with no provisions for compensation

For some years, the topic of “Loss & Damage” has been a contested issue under the UNFCCC negotiations. Driven by vulnerable countries, discussions have resulted in 2013 at COP19, in the creation of the Warsaw International Mechanism for Loss and Damage. The Paris Agreement (Article 8) determined the extension of this Mechanism, and recognized at the same time the two dimensions of loss and damage, namely the slow onset events and extreme weather events.

LIABILITY AND COMPENSATION EXCLUDED BY THE COP DECISION

The issue of liability and compensation for Loss & Damage, effective red line for many developed countries and main source of disagreement on this topic, has not been incorporated into the Agreement. Paragraph 52 of the Decision “agrees that Article 8 of the Agreement does not involve or provide a basis for any liability or compensation”. As it stands, this excludes the question, although it remains on the negotiation’s table.

INTERNATIONAL SUPPORT FOR LOSS & DAMAGE WILL BE TECHNICAL RATHER THAN FINANCIAL

The Agreement mentions a list of innovative mechanisms, such as risk insurance facilities, climate risk pooling and other insurance solutions. Therefore, the Executive Committee of the Warsaw International Mechanism has been mandated to establish a clearing house for risk transfer to facilitate the efforts of countries to develop and implement comprehensive strategies for managing climate risks.

9. The pre-2020 action Agenda: another key element to a continued strengthening of the ambition

The Paris Agreement focuses on mitigation targets for 2025 at the earliest. The mandatory or voluntary 2020 objectives, announced by countries to the UNFCCC as part of the Cancún conference, are, at this stage, insufficient to remain within the emission pathways consistent with the 2°C goal. To fill in this ambition gap on the pre-2020 period, cooperative actions to reduce GHG emissions and adapt to climate change should be strengthened and their dynamics amplified.

HOW ADAPTATION AND LOSS & DAMAGE HAVE EVOLVED UNDER THE UNFCCC

1992

Adoption of the UNFCCC

- Mention of the need for Adaptation measures
- Calls upon Annex II countries to support vulnerable countries meeting the costs of Adaptation to climate change

2013

Warsaw

Creation of the Warsaw International Mechanism for Loss & Damage

2001

Marrakesh

Creation of three Adaptation funds

2010

Cancún

Decision of a balanced funding between Mitigation and Adaptation within the Green Climate Fund

2015

Paris Agreement

- Balance between mitigation and adaptation, the means of implementation, and the transparency
- Extension of the Warsaw International Mechanism for Loss & Damage within the Paris Agreement

FOCUS

SYMBOLIC RECOGNITION OF COMPLEMENTARY CONCEPTS IN THE FIGHT AGAINST CLIMATE CHANGE

Efforts of non-state actors are recognized by Section V of the COP21 Decision, in particular to emphasize their role in the dynamics of the Action Agenda.

On carbon pricing, highlighted by an increasing number of actors during the negotiation, it should be noted that paragraph 137 of that Section recognizes the importance of “providing incentives for emission reduction activities, including tools such as domestic policies and carbon pricing”.

Finally, the Paris Agreement has allowed to incorporate new terms and concepts in the UNFCCC such as “climate justice”, “food security”, “human rights, the right to health, the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity”, or “integrity of all ecosystems, including oceans, and the protection of biodiversity, recognized by some cultures as Mother Earth”.

The fact that these concepts are integrated into the Agreement’s preamble but are not part of the operational clauses is an issue raised by many observers. In their opinion this limits their actual legal value in case of future litigation. Nevertheless, it increasingly links the UNFCCC negotiations with the discussions referring to the sustainable development goals.

LPAA: AGGREGATING AMBITIONS AND SHOWCASING MOBILIZATION OF CIVIL SOCIETY

The role of the Action Agenda is to bring together commitments and actions of non-state actors (subnational authorities, companies, financial institutions, international institutions, civil society, etc.), and to highlight any unilateral or cooperative action with notable climate co-benefits conducted by these actors. In addition to the commitments of States under the UNFCCC, the Action Agenda was put forward on the international stage at the Climate Summit convened by Ban Ki-moon in September 2014 in New York City, and since COP20, is jointly supported by the Peruvian and French Presidencies, the General Secretariat of the United Nations and the UNFCCC Secretariat, as part of the Lima-Paris Action Agenda (LPAA).

During COP21, thematic focuses took place covering the twelve sectors identified under the LPAA¹⁰ and enabled the launch of numerous new collaborative initiatives and the strengthening of existing ones.¹¹

BOX 3. THE ACTION AGENDA

The Action Agenda now has three aggregation tools for cooperative action:

- the [Non-State Actor Zone for Climate Action \(NAZCA\)](#) platform that registers climate commitments from business, cities, regions and investors (10,773 registered actions as of 14 December, including 2,255 from cities, 150 from regions, 2,025 from corporates, 424 from investors, et 235 from civil society organizations);
- the [LPAA portal](#) which references cooperative initiatives, and now includes more than 70 initiatives;
- the [Climate Action 2020 microsite](#), launched in November 2015 by the UNFCCC secretariat, which includes elements of the technical review process and thus the results of different TEMs: Technical papers, 411 policy options identified from TEM and finally a first summary for policymakers.

HIGH-LEVEL CHAMPIONS: EMPHASIZING LINKS BETWEEN CIVIL SOCIETY EXPERTS AND THE NEGOTIATIONS WITHIN THE FRAMEWORK OF THE CONVENTION

In the ADP framework, and in the sidelines of the Paris Agreement negotiations, discussions have been held since 2012 on the pre-2020 ambition through a technical examination process taking the form of technical experts meetings (TEM). The COP21 Decision allows for the continuity of this process and its extension to adaptation measures. Moreover, high-level summits will be held once a year in order to maintain the momentum of the Action Agenda within the UNFCCC process. “High-level champions” will be selected by the COP Presidencies to facilitate the Action Agenda’s dynamics within the UNFCCC. These two elements will allow centralizing multilateral cooperative actions under the UNFCCC.

By introducing annual high-level meetings, this framework is expected to complete the pace of negotiations, to coordinate and to follow up on emerging solutions from diverse actors striving to accelerate the transition to a low-carbon economy.¹²

¹⁰ The twelve LPAA themes are: Agriculture, Forest, Transport, Renewable energy, Energy access and efficiency, Resilience, Cities and subnational governments, Private finance, Business, Innovation, Building, and Short-lived climate pollutants.

¹¹ To have a summary of COP21 thematic focuses of LPAA, see the press release: <http://newsroom.unfccc.int/lpaa/lpaa/massive-mobilization-by-non-state-stakeholders-summarized-at-cop21/>

¹² For more information on the pre-2020 architecture and the links between the technical review process and the Action Agenda, see ClimasCOPe #6 (page 4): <http://www.i4ce.org/download/2c-target-and-states-commitments/>

10. Conclusion: the “end of the beginning” to underline a turning point and challenges to come

“Now this is not the end. It is not even the beginning of the end. But it is, perhaps, the end of the beginning.” Sir Winston Churchill pronounced these words to comment the Allied victory at the Second Battle of El Alamein in 1942. It was a turning point of the World War II and in many respects COP21 is seen as a turning point in international climate negotiations. But mostly, this quote reminds us that even though the Paris Agreement provides a framework for action, it is actually action itself that is the real challenge in the coming years.

‘NAME AND SHAME’ AND ‘NAME AND FAME’: THE ONLY TOOLS AVAILABLE TO MOBILIZE POLITICAL WILL

It is possible to talk endlessly about the guarantees that the Paris Agreement provides on the ability and willingness of States to move forward in the coming years. The reality is that no international agreement can really force countries to act on climate change. Even though the Paris Agreement is set in a way that encourages positive initiatives through ‘name and fame’, it will probably still rely mainly on a ‘name and shame’ approach, effective only if the political cost of inaction is materialized. However, the Paris Agreement is anything but useless. It has fulfilled its mission: modernizing the international cooperation regime on climate change to align economies with low-carbon and climate resilient development pathways. As such, it gives a strong signal of maintaining and strengthening climate action.

BEING UNIVERSAL, THE PARIS AGREEMENT REMOVES THE MAIN PRETEXT FOR INACTION

In many ways, the Paris Agreement represents the best balance of compromise that could have been hoped for. It formalizes evolutions on many topics observed over the last years: differentiation, finance, transparency, adaptation, etc. It even allows smoother interaction between the UNFCCC process and the initiatives of non-State actors. Many topics of discussion at the international level have thus been concluded in Paris. The Agreement’s principal breakthrough may be there: it removes most of the excuses for inaction. The Agreement therefore marks the beginning of a new global ‘dynamic’ that will be successful only if States move to implement the necessary ambitious and concrete actions to ‘decarbonize’ the global economy by the end of the century.

Next steps

22 APRIL 2016 – 21 APRIL 2017 :

Period for signature of the Paris Agreement

2 MAY 2016

Publication by the UNFCCC Secretariat of an update of its synthesis report on the aggregate effect of INDC up to April 4, 2016

16-26 MAY 2016

43rd session of the subsidiary bodies (SBSTA & SBI), Bonn (Germany)

7-18 NOVEMBER 2016

COP22/CMP12, Marrakesh (Morocco)

2018

- IPCC special report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways
- First global stocktake on the efforts of Parties on the mitigation objectives of the Paris Agreement
- Recommendations of the Ad Hoc Working Group on the Paris Agreement on the flexibility of the transparency framework

More about...

COP21/CMP 11 Decisions :

- Adoption of the Paris Agreement (unedited English version): <http://unfccc.int/resource/docs/2015/cop21/eng/l09r01.pdf>
- All other Decisions adopted during COP21/CMP 11: <http://unfccc.int/2860.php>

I4CE’s publications :

- *ClimasCOPE – Exploring the challenges behind the Paris Agreement*, series of 6 publications, 2015: <http://www.i4ce.org/publication-type/climascope-cop21/>
- Narrative on the LPAA thematic focus on Cities & Subnationals, 2015: <http://newsroom.unfccc.int/media/544091/scientific-brief-cop21-lpaa.pdf>

Others documents :

- IISD Reporting Services Coverage of UNFCCC COP21: <http://www.iisd.ca/climate/cop21/>
- CIGI, *Fixing climate governance series – Policy Briefs*, series of 6 publications, 2015: <https://www.cigionline.org/series/fixing-climate-governance-series>
- Daniel Bodansky (C2ES), Sandra Day O’Connor (College of Law, Arizona State University) and Lavanya Rajamani (Centre for Policy Research), *Key legal issues in a 2015 climate agreement*, juin 2015: <http://www.c2es.org/docUploads/legal-issues-brief-06-2015.pdf>
- Michel Colombier (IDDRI), Working Paper n°13, *COP21: Building an unprecedented and sustainable agreement*, 2015: <http://www.iddri.org/Publications/COP21-building-an-unprecedented-and-sustainable-agreement>