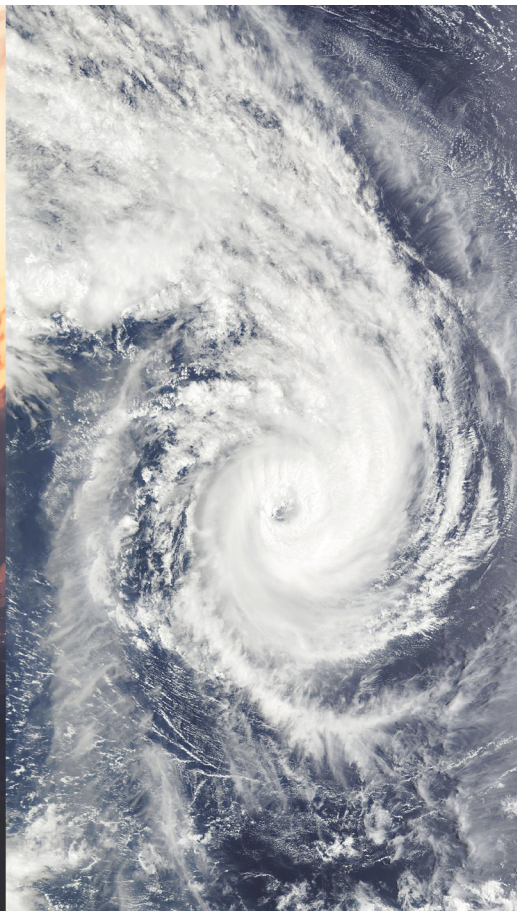


CLIMATE CHANGE INTERNATIONAL LEGAL REGIME



CLIMATE CHANGE INTERNATIONAL LEGAL REGIME

ABOUT THE COURSE

The Climate Change International Legal Regime course is based on the UN Environment Training Manual on International Environmental Law. It has been developed in collaboration with Mr. Dan Bondi Ogolla, former Coordinator & Principal Legal Adviser, UN Climate Change Framework Convention Secretariat.

The UN Institute for Training and Research (UNITAR), in the framework of a collaboration with UN Environment, has designed the course's new learning architecture and conceived the instructional design approach, including interactive learning objects, exercises, assessments of learning and evaluation. The Institute has also produced the course documentation. The Climate Change International Legal Regime course is fully aligned with international standards on e-Learning for capacity building.

DISCLAIMER

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CLIMATE CHANGE INTERNATIONAL LEGAL REGIME

This 3-hour self-paced course has been developed under the InforMEA Project. InforMEA is steered by the MEA Information and Knowledge Management (IKM) Initiative with the support of UN Environment and the European Union. The MEA IKM initiative currently includes 43 international and regional legally binding instruments from 18 Secretariats hosted by four UN organizations and the International Union for Conservation of Nature (IUCN).

Geneva, March 2017



ORGANIZATIONS



UN



FAO



UNESCO



UNECE

UNECE



IUCN

GLOBAL TREATIES



UNFCCC



OZONE



BASEL CONVENTION

BASEL



ROTTERDAM



STOCKHOLM



CBD



United Nations
Convention to Combat
Desertification
UNCCD



CITES



WHC



Ramsar



ITPGRFA



CMS

THE CLIMATE CHANGE CONVENTION REGIME

MODULE OBJECTIVES

At the end of this module you will be able to:

- ➔ **Explain the causes and effect of climate change**
 - ➔ **Describe the key provisions, commitments and mechanisms established by the UN Framework Convention on Climate Change**
-

LESSON 1.1

INTRODUCTION

LESSON OBJECTIVES

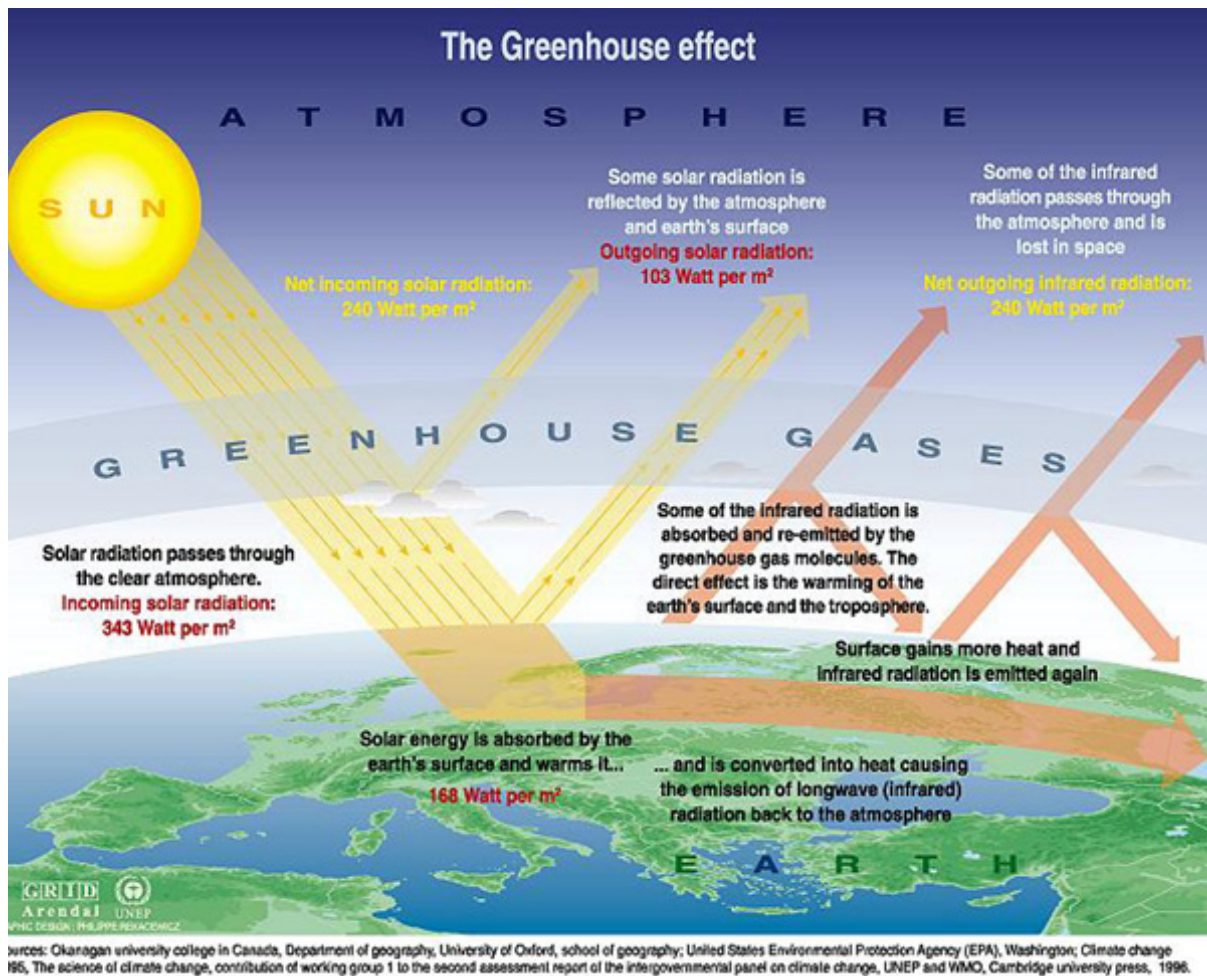
At the end of this lesson, you will be able to:

- ➔ **Summarize the causes and effects of climate change**
- ➔ **Describe the UNFCCC's origins and negotiation process**

During recent years, scientists have could collect evidence of changes in temperature, rainfall and other weather variables. This data suggests that over the period 1880 to 2012 the average world temperature increased by 0.85° Celsius. The data also demonstrates an increase in the quantity of greenhouse gases, such as carbon dioxide, methane, and nitrous oxide, in the atmosphere due to human activity.

Most greenhouse gases remain in the atmosphere for a long period. This means that even if emissions from human activities were to stop immediately, the effects of the emissions already accumulated may persist for centuries. Though the temperature increase from the industrial revolution to the early years of the 21st century has been relatively moderate at around 0.85° Celsius, scientists estimate that the global average surface temperature could rise to 4.8° Celsius over the next 100 years.

WHAT IS CLIMATE CHANGE?



THE GREENHOUSE HOUSE EFFECT

The Earth's climate is affected by the interaction of radiation from the sun and the Earth's atmosphere. The atmosphere consists of nitrogen and oxygen and many natural greenhouse gases (including carbon dioxide, methane, nitrous oxide, ozone gas, and chlorofluorocarbons ("CFCs")). The atmosphere and the surface of the Earth absorb part of the sun's radiation but the remainder is reflected into space.

The greenhouse gases have the important function of trapping this radiation in the lower layers of the Earth's atmosphere. This process is called the "greenhouse effect" without which the Earth would be as cold as the moon. It is now understood that increased concentrations of greenhouse gases in the atmosphere will increase this greenhouse effect and lead to changes in the Earth's climate.

NATURAL EVENTS

Natural events can also cause changes in the climate. For example, volcanic eruptions or variations in ocean currents can alter the distribution of heat and precipitation. The periodic warming of the central and eastern Pacific Ocean (better known as the “El Niño” phenomenon) can affect weather patterns around the world, causing heavy rains in some places and drought in others.

EMISSION OF GREENHOUSE GASES

Human activities are now recognized as contributing to **climate change**. During recent years, scientists have could collect evidence of changes in temperature, rainfall and other weather variables. This data suggests that in the period 1880 to 2012 the average world temperature increased by 0.85° Celsius. The data also demonstrates an increase in the quantity of **greenhouse gases** in the atmosphere:

- Carbon dioxide (CO₂) : 40%
- Methane (CH₄): 150%
- Nitrous oxide (N₂O) : 20%

CO₂ is partly produced because of human activities such as burning coal, oil and natural gas (“fossil fuels”), as well as agricultural activities and deforestation. CFCs and methane are also being emitted to the atmosphere because of human activities. The increase in the emission of these greenhouse gases can be attributed to the general economic growth which has taken place since the industrial revolution, after the 1950s, as well as increased levels of consumption, including the increased demand for electricity and the use of cars.

Oceans and forests can absorb CO₂ and other greenhouse gases, and are therefore referred to as greenhouse gas “sinks.” Deforestation, however, releases previously stored greenhouse gases, thus contributing further to the increase of greenhouse gases in the Earth’s atmosphere. Most greenhouse gases remain in the atmosphere for a long period. This means that even if emissions from human activities were to stop immediately, the effects of the emissions already accumulated may persist for centuries. Though the temperature increase from the industrial revolution to the early years of the 21st century has been relatively moderate at around 0.85° Celsius, scientists estimate that the global average surface temperature could rise to 4.8° Celsius over the next 100 years.

IMPACTS OF GLOBAL WARMING

Such a significant increase in the average world temperature will lead to serious impacts on the environment. **Climate change** experts predict that this global warming will cause increased rainfall in many areas, increased **desertification** in others, and the loss of ice cover in the polar regions. In the worst scenario, the average sea level is predicted to rise by up to 0,98 m by the end of the twenty-first century, posing a serious threat to low lying delta systems and small island States.

Global warming will also have impacts on natural vegetation and fauna. Seasonal patterns will change, leading to longer and hotter summers. Some species will not be able to adapt well to this change of environment and may slowly die out. The most serious consequence is likely to be the impacts on agriculture and thus **food security**, especially due to increased water shortage.

THE CLIMATE CHANGE CONVENTION REGIME

International conferences on the phenomenon of global warming were first held in the 1980s. In 1988, the UN General Assembly (resolution 43/53 Of 6 December 1988) recognized that “climate change” is a common concern of mankind” which required urgent action by all States.

In its resolution 45/212 of 21 December 1990, the UNGA decided to establish an intergovernmental negotiating process for the preparation by an Intergovernmental Negotiating Committee of “an effective framework convention on climate change, containing appropriate commitments, and any related instruments as might be agreed upon.”

INTERGOVERNMENTAL PANEL ON CLIMATE CHANGE

Around the same time, the United Nations Environmental Program (UNEP) and the World Meteorological Organization (WMO) established and still co-sponsor an independent scientific body called the Intergovernmental Panel on Climate Change (IPCC).

This body consists of over 2000 scientific and technical experts from around the world who collect scientific information about the causes of climate change, its potential effects and possible ways to mitigate these effects. The IPCC issued its First Assessment Report in 1990, describing the likely threats of climate change; subsequently it produced the Second Assessment Report in 1995, the Third Assessment Report in 2001, the Fourth Assessment Report in 2007 and the Fifth Assessment Report in 2014.

In 2007, the IPCC was awarded the Nobel Peace Prize, together with US Vice-President Al Gore,

“for their efforts to build up and disseminate greater knowledge about man-made climate change, and to lay the foundations for the measures that are needed to counteract such change.”

PRINCIPLE OF COMMON BUT DIFFERENTIATED RESPONSIBILITIES AND RESPECTIVE CAPABILITIES

The negotiation process for the climate change regime has proved to be one of the most challenging in the history of Multilateral Environmental Agreements (MEAs). Most developing countries have been unwilling to take on onerous commitments, arguing that it was mainly the developed countries which had contributed to the increase in global warming as part of their economic development.

The States most threatened by the effects of global warming, such as Small Island Developing States (SIDS), have argued for strong and effective commitments. However, several developed countries were concerned about the impact robust commitments to reduce emissions would have on their economies.

Despite these different positions, public concern was strong enough to motivate political leaders towards achieving an international regime to address the problem.

Key to the successful negotiation and adoption of the UNFCCC was the explicit agreement on the principle of common but differentiated responsibilities and respective capabilities as the basis for action by States Parties. This principle allowed commitments to be fixed according to the socio-economic status of each country with the result that, at present, only developed countries and countries with economies in transition have specific obligations to achieve quantified emission reductions under the UNFCCC framework.

These countries are listed in Annex I of the 1992 UNFCCC and are referred to as Annex I Parties. In contrast, developing countries can adopt and implement policies and measures to mitigate and to adapt to climate change.

All States Parties to the Convention are obliged to develop national programmes to generally mitigate the causes and effects of climate change.

LESSON 1.2

THE UN FRAMEWORK CONVENTION ON CLIMATE CHANGE

LESSON OBJECTIVES

At the end of this lesson, you will be able to:

- ➡ **Recall the objective and guiding principles for the Convention**
- ➡ **Describe key provisions of and commitments under the Convention**
- ➡ **Name the arrangements established by the Parties to provide financial support for the implementation of the Convention**

OBJECTIVE AND GUIDING PRINCIPLES

The United Nations Framework Convention (UNFCCC) was adopted in New York on 9 May 1992. It entered into force on 21 March 1994. The UNFCCC is the central focus of global action on climate change.

The objective of the UNFCCC is to stabilize greenhouse gas concentrations in the atmosphere at a level that allows ecosystems to adapt naturally to climate change so that food production is not threatened, while enabling economic development to proceed in a sustainable manner (article 2).

The Parties to the Convention are to be guided by a range of principles that reflect the understanding of global environmental responsibility elaborated in the Rio Declaration on Environment and Development and Agenda 21. These principles include inter-generational equity, the precautionary approach, the right to sustainable development and, as mentioned earlier, the principles of equity and common but differentiated responsibilities (article 3).

COMMITMENTS

All Parties to the Convention have general commitments regarding:

- The establishment of national inventories of greenhouse gas emissions and sinks;
- The formulation and implementation of policies and measures to mitigate and adapt to climate change.
- The sustainable management of forests, oceans and ecosystem; and
- The integration of climate change considerations in national social, economic and environmental policies (article 4(1)).

Annex I Parties, have taken on additional commitments. They are required to individually or jointly return their anthropogenic emissions to 1990 levels by 2000.

Annex I Parties are required to adopt national policies and measures to mitigate climate change by both limiting the emission of greenhouse gases and by protecting greenhouse gas sinks. However, the wording of the 1992 UNFCCC is considered to be rather vague and aspirational. It is doubtful whether it represents a binding legal obligation (article 4(2)).

In meeting these commitments, Parties are able to take account of their different starting points, resources, economies and other individual national circumstances. Parties may also jointly implement policies and measures to mitigate and adapt to climate change.

Recognizing that these commitments are only the first step in addressing the problem of climate change, the Convention provides for the review of the adequacy of the commitments at an early stage, and then at regular intervals (article 4(2)(d)). This provision led to the further negotiations that resulted in the establishment of specific emission reduction targets for Annex I Parties in the 1997 Kyoto Protocol to the United Nations Framework Convention on Climate Change.

REPORTING

To monitor progress in implementation, all Parties are required to submit periodic reports containing an inventory of anthropogenic emissions by sources and removals by sinks of all greenhouse gases as well as information on measures taken or envisaged to implement the Convention (article 12(1)).

Annex I Parties are required to provide in their reports information on policies and measures adopted to implement the Convention and their net effect as well as information relating to the provision of financial, technological and capacity building support to developing country Parties (Article 12.2).

INSTITUTIONAL ARRANGEMENTS

The Conference of the Parties (COP) is the governing body of the Convention and meets regularly to review the adequacy of commitments, progress in implementation and effectiveness of the Convention and any related instruments it may adopt such as the Kyoto Protocol.

The COP also serves as the formal meeting of the Parties (CMP) for the Kyoto Protocol. The first meeting of the CMP was held together with COP-11 in November-December 2005. The COP receives advice from the Subsidiary Body for Scientific and Technological Advice (SBSTA), which reviews and advises on the state of scientific and technical knowledge (article 9), and the Subsidiary Body for Implementation (SBI), which makes recommendations on policy and implementation issues (article 10).

A Secretariat provides organizational support and technical expertise to the Convention's intergovernmental process, supports implementation by Parties ensures the necessary coordination with other international organizations and processes, and facilitates the flow of authoritative information on the Convention.

MEANS OF IMPLEMENTATION

Article 4 of the Convention includes important provisions dealing with financial support, access to and transfer of technology and capacity building to assist developing country Parties in implementing their commitments. A range of measures is identified, including the provision of "new and additional" financial resources, access to and transfer of technology, and support for national reporting.

Article 4(5) of the Convention states that the developed country parties "*shall take all practicable steps to promote, facilitate and finance, as appropriate, the transfer of or access to, environmentally sound technologies and know-how to other Parties, particularly developing country Parties, to enable them to implement the provisions of the Convention...*"

FINANCIAL MECHANISM

The Convention's financial mechanism, provided for in article 11, is designed to be a major source of such funding. Its role is to provide financial resources, including for the transfer of technology to developing countries on a grant or concessional basis.

The mechanism is guided by and accountable to the COP, which decides on policies, programme priorities, and eligibility criteria. The Convention states that the operation of the financial mechanism shall be entrusted to one or more international entities with "an equitable and balanced representation of all Parties within a transparent system of governance."

The COP has designated the Global Environment Facility (GEF), an independent financial institution which provides grants to developing countries for environmental projects, and the Green Climate Fund (GCF) as the operating entities of the financial mechanisms.

FUNDS

In July 2001, the COP created three new funds to further assist developing countries.

The Special Climate Change Fund (SCCF) and the Least Developed Countries Fund (LDCF) have been established under the Convention to help developing countries adapt to climate change impacts, obtain clean technologies, and limit the growth in their emissions.

The Kyoto Protocol requires a share of the proceeds from Clean Development Mechanism (CDM) project activities to be utilized to assist developing countries that are particularly vulnerable to the adverse effects of climate change to meet the cost of adaptation. The COP-7 established the Adaptation Fund, identified eligible activities and decided that it would be mainly financed by a 2 per cent levy of the proceeds from CDM projects once the Kyoto Protocol came into force.

In 2012, it was agreed that international emissions trading and joint implementation would also provide the Adaptation Fund with a 2 per cent share of proceeds for the second commitment period. The Fund also receives contributions from governments and private donors. The Adaptation Fund funded the first project in 2010 and, since then, it has committed US\$ 200 million. The secretariat is in Germany and it is supervised and managed by the Adaptation Fund Board, composed of 16 members and 16 alternates.

The Green Climate Fund was established by COP-16 and launched by COP-17. The purpose of the Fund is to contribute to global efforts towards low-emission and climate-resilient development pathways. It will provide support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change. The Fund is governed and supervised by a 24-member Board with full responsibility for funding decisions under the guidance of the COP. The Green Climate Fund Secretariat is in South Korea.

COMPLIANCE AND DISPUTE SETTLEMENT

The Convention establishes to assess progress in the implementation of the Convention by Parties: reporting and review. Decisions adopted by the COP have further elaborated on the reporting and review process, providing for an international consultation and analysis (ICA) process under the SBI for developing countries' biennial reports and an international assessment and review (IAR) process under the SBI for developed countries with regard to their emissions targets. This process is overseen by the COP.

The Convention also allows for the creation of a multilateral consultative process for the parties to resolve questions of implementation (article 13). A compliance regime has been developed under the 1997 Kyoto Protocol.

The Convention also contains relatively standard international dispute settlement provisions under article 14, which are similar to those found under the 1985 Vienna Convention/1987 Montreal Protocol. In the case of a dispute between any two or more parties concerning the interpretation or application of the 1992 UNFCCC, the Parties concerned are to seek a settlement of the dispute through negotiation or any other peaceful means of their own choice. Recourse can also be taken in certain circumstances to arbitration or the International Court of Justice. Article 14 of the Convention applies also to the Kyoto Protocol.

THE KYOTO PROTOCOL

MODULE OBJECTIVES

At the end of this module you will be able to:

- ➔ **Explain the negotiation process and the amendments of the Kyoto Protocol**
 - ➔ **Define the commitments set to Annex B Parties**
 - ➔ **Describe the 3 flexible mechanisms established to facilitate the implementation of the commitments**
 - ➔ **Explain other key provisions of the Protocol**
-

LESSON 2.1

NEGOTIATIONS AND MECHANISMS OF THE KYOTO PROTOCOL

LESSON OBJECTIVES

At the end of this lesson, you will be able to:

- ➔ **Describe the main negotiations steps and the required conditions that allowed the entry into force of the Kyoto Protocol**
- ➔ **Identify and describe the commitments, targets and the proposed indicative measures set out in the protocol.**
- ➔ **Identify and describe the flexible mechanisms**
- ➔ **Explain and list the requirements to be eligible for each of the flexible mechanisms**

THE NEGOTIATIONS

At COP-1 held in Berlin in 1995, the parties to the 1992 UNFCCC recognized that in light of further scientific evidence (most prominently the Second Assessment Report released by the IPCC), the commitments in the Convention were “not adequate” to achieve its goal.

The outcome of this COP provided a strong political mandate (the Berlin Mandate) for “strengthening the commitments of developed country Parties and other Parties included in Annex” and without introducing “any new commitments for non-Annex I Parties”, which led to the adoption of the text of the Kyoto Protocol to the United Nations Framework Convention on Climate Change (1997 Kyoto Protocol) at the COP-3 in Kyoto, in December 1997.

OUTSTANDING ISSUES

Although agreement was reached on the specific terms of the 1997 Kyoto Protocol, many crucial technical and political issues were left unresolved, including, for example, operational rules, emissions trading and the use of ‘sinks’. Most countries felt they could not ratify the 1997 Kyoto Protocol until these issues were settled. After further negotiations, the Buenos Aires Plan of Action was adopted at COP-4 in 1998. This Plan set out a programme of work on the 1997 Kyoto Protocol operational rules, which was scheduled for finalization in 2000.

The outstanding issues continued to prove highly controversial, and negotiations eventually broke down at COP-6 in The Hague. In 2001, President Bush officially announced that the United States, the world’s largest emitter of CO₂, would not ratify the 1997 Kyoto Protocol on the basis that it would be detrimental to the country’s economy and did not include binding emission reductions for developing countries. Despite this, the negotiation process was resumed and culminated in 2001, with the achievement of political agreement in the Bonn Agreements, which allowed completion of the Marrakesh Accords later that year.

THE MARRAKESH ACCORDS

The Marrakesh Accords contain extensive and complex provisions to guide the practical implementation of the 1997 Kyoto Protocol. These provisions cover the reporting and review process, the accounting rules, ‘flexible mechanisms’, the establishment of a compliance mechanism, and the elaboration of rules on permissible land-use, land-use change and forestry (“LULUCF”). The Marrakesh Accords also consolidate matters under the Convention relating to funding arrangements and capacity building for developing countries.

ENTRY INTO FORCE

In accordance with its Article 25 the 1997 Kyoto Protocol entered into force on the ninetieth day after the date that two conditions were fulfilled:

1. Sufficient Annex I countries to account for at least fifty-five per cent of the total CO₂ emissions from Annex I countries in 1990 ratified the Protocol.
2. Fifty-five countries ratified the Protocol

The ratification of Russian Federation, deposited on 18 November 2004, triggered entry into force of the Protocol on 16 February 2005.

COMMITMENTS

As intended by the Berlin Mandate, the 1997 Kyoto Protocol covers the period beyond the year 2000 and requires stronger commitments from Annex I parties to achieve quantified emission reductions within a specific timeframe.

These commitments cover the six greenhouse gases listed in Annex A of the 1997 Kyoto Protocol (carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulphur hexafluoride), and each Annex I party's particular "quantified emission reduction target" is listed in Annex B.

These targets are designed to ensure that combined emissions from these 'Annex B parties' are reduced to at least 5% below 1990 levels between 2008 and 2012. However, since emission levels have risen substantially since 1990, this measure is still unlikely to stabilize human induced global warming.

ANNEX B PARTIES' TARGETS

In accordance with article 4(2) of the Convention, differentiated targets were set for Annex B parties taking into account their particular circumstances, including for example their ability to access clean technology.

The differentiated emission reduction targets were based on 1990 emission levels, and range from an 8% reduction for the EU to a 10% increase for Iceland (called "assigned amounts"). Changes in land use or forest plantations which result in emission reductions can also be used in principle to meet a party's emission reduction target, provided such changes do result in a real reduction (the 'sinks' must become permanent). Emissions of greenhouse gases other than carbon dioxide are converted to carbon dioxide-equivalent emissions by using Global Warming Potential factors established by the IPCC.

All Annex B parties are obliged to make demonstrable progress in meeting their emission reduction targets by 2005. However, the 1997 Kyoto Protocol does not actually prescribe how the targets are to be achieved. Instead, a range of indicative measures are proposed, such as:

- Promoting energy efficiency
- Promoting renewable energy
- Phasing out subsidies that contravene the objectives of the Convention
- Protecting and enhancing sinks
- Promoting sustainable forms of agriculture

Under Article 4 of the 1997 Kyoto Protocol, two or more Annex B parties can jointly fulfill their commitments by aggregating their emissions. As long as the total amount of emissions is within the total assigned amount limits of those parties as a group, it does not matter that some members have exceeded their individual limits.

FLEXIBLE MECHANISMS

To facilitate implementation of the commitments described above, the 1997 Kyoto Protocol provides for the use of an innovative set of tools, called the “flexible mechanisms,” designed to help the Annex I parties maximize the cost-efficiency of meeting their emission reduction targets.

These flexible mechanisms allow States Parties (and authorized private or public sector organizations or businesses) to reduce emissions by undertaking projects in other countries or by trading in emission reduction credits, and then counting these reductions towards their own emission reduction targets.

The use of the flexible mechanisms is subject to the condition that the emission reductions achieved are supplemental to national action to reduce emissions.

The 1997 Kyoto Protocol establishes three flexible mechanisms: Joint Implementation (JI), the Clean Development Mechanism (CDM) and Emissions Trading (ET).



JOINT IMPLEMENTATION

Joint Implementation, as outlined in article 6, provides that one Annex I party can receive credits for supporting (and therefore jointly implementing) appropriate projects to reduce emissions in another Annex I party. Such projects result in the generation of “Emission Reduction Units” (ERUs), which can be used by the first Annex I party to meet its own 1997 Kyoto Protocol target.

This flexible mechanism is designed to encourage the transfer of technology and to promote energy efficiency or forest conservation schemes. However, the reductions must be ‘additional’ to any that would have otherwise occurred and must also be supplemental to domestic action.

A Joint Implementation Supervisory Committee (SC) was established under the Marrakesh Accords to oversee the operation of JI projects.

Eligibility

To be eligible to take part in a Joint Implementation project, a country must:

- Be an Annex I party and a party to the 1997 Kyoto Protocol;
- Have an assigned amount that has been calculated and recorded;
- Have a national registry in place;
- Have in place a national system for estimating greenhouse gas emissions;
- Have submitted annual greenhouse gas inventory reports; and
- Have submitted necessary supplementary information on its assigned amount.

Projects

Following decisions taken at COP-7, there will be two kinds of JI projects (twin track):

- Track 1 : covers projects where a 'host' party meets all the JI eligibility requirements. In this case, the host country can certify the ERUs itself without recourse to the Supervisory Committee (SC).
- Track 2: covers projects where a host party only meets the first three JI eligibility requirements. Here the procedures are determined by the SC.

The ERUs achieved in any JI project must be independently certified by approved organizations called "Independent Entities."



THE CLEAN DEVELOPMENT MECHANISM

The Clean Development Mechanism is designed to encourage emission-reduction projects that assist in achieving sustainable development in developing countries. Using this mechanism, an Annex I party can support the implementation of eligible projects in non-Annex I parties, leading to the generation of Certified Emission Reductions ("CERs").

The CDM, established under article 12 of the 1997 Kyoto Protocol, is the only flexible mechanism open to participation by developing countries. Under CDM, emission reduction projects in developing countries can earn certified emission reduction credits. These saleable credits can be used by developed countries to meet a part of their emissions reduction targets under the Kyoto Protocol.

Eligibility

To participate in the Clean Development Mechanism, a host country must have ratified the 1997 Kyoto Protocol and set up a designated national authority to oversee the approval of the project. This national authority must decide whether a CDM project activity contributes to sustainable development in the host country, and whether the participants have voluntarily agreed to be involved in the project.

Projects

For the Certified Emission Reductions to be valid, the project's funding must be in addition to existing development aid provided by the Annex I party, and the CERs achieved by the CDM project must be in addition to those that would have occurred without the project. For this purpose, project baselines must be developed, which describe the most likely course of development and the situation that would have prevailed in the absence of the CDM project. A project methodology (including the baseline) must be approved for each project. Alternatively, an existing approved methodology can be adopted. A list of proposed and approved CDM methodologies can be found at the website of the UNFCCC.

A template for the CDM Project Design Document (PDD), which the project participants must prepare to get CDM project approval, is available at the UNFCCC website . As of February 2014, a total of 7445 CDM projects had been registered.

Once prepared, the PDD must be validated by an independent Designated Operational Entity (DOE), which has been accredited by the EB that in practice will usually be a financial auditing firm. The PDD must then be sent for registration by the EB, together with confirmation from the host country that the project activity will assist in achieving sustainable development and that the host country voluntarily agrees to participate in the project.

The CDM project will then be able to proceed, during which it must be monitored by the project participants, and independently reviewed from time to time. At the end of the CDM project, a DOE must certify the resultant CERs by subtracting the emissions achieved from the previously approved baseline emissions (subject to taking account of “leakage”).

Once the certified CERs are verified, they can be allocated on the basis agreed between the project participants and issued by the registry of the CDM to be offset against a country’s emissions reduction target.



EMISSIONS TRADING

Article 17 of the 1997 Kyoto Protocol allows Annex B parties to participate in emissions trading internationally for the purpose of fulfilling their commitments under the Protocol.

Any such trading must be supplemental to domestic actions to reduce emissions. Annex B parties can thus transfer or acquire ERUs, CERs, AAUs or removal units (RMUs) issued in accordance with relevant provisions as long as they meet specified eligibility requirements.

National entities (individuals or companies) can also participate in the trading of emission reduction units if authorized by a State Party.

Eligibility

To be eligible to participate in Emissions Trading, Annex B parties must fulfill several requirements:

- its assigned amount must have been calculated and recorded;
- it must have a national system in place; i
- t must also have a national registry in place; and
- it must be up to date with its reporting obligations concerning inventories and supplementary information.

Each Party is obliged to keep a reserve that cannot be traded under article 17 of the Protocol, and should not be allowed to drop beyond 90% of its assigned amount.

Any such trading must also be supplemental to domestic emission reduction programmes. The option of international emissions trading became available in 2008, though action had already being taken to set up a trading system in the European Union.

LAND USE, LAND-USE CHANGE AND FORESTRY (LULUCF)

A 'sink' stores atmospheric carbon in a carbon 'pool.' Examples of carbon pools are forest biomass, wood products and soils.

The inclusion of carbon sinks in the 1997 Kyoto Protocol was very controversial. Article 3 of the 1997 Kyoto Protocol provides that parties must count both the sequestration (storage) and the emission of greenhouse gases from eligible land use change and forestry activities (LULUCF), in measuring performance towards their 1997 Kyoto Protocol targets.

Only net changes from human induced activities relating to afforestation, reforestation or deforestation can be legitimately counted. Parties are required to account for the net changes on which they are relying in meeting their commitments, and must include emissions from land use change in the baseline used for calculating their assigned amounts. Some parties have wanted to include additional types of sinks, but it was agreed during negotiations on the 1997 Kyoto Protocol that this would have to be decided at a later stage.

CREDITS

Further rules on LULUCF were agreed at COP-7 in Marrakesh, where a new trading unit, a Removal Unit ("RMU"), was created specifically for sink credits. It will be possible to convert RMUs into, for example, Emission Reduction Units ("ERUs").

Nevertheless the serial number of each ERU will include information about the LULUCF activity for which it was issued, and this identification will remain even when the RMU is converted into an ERU.

General principles governing the validity of LULUCF activities were also confirmed at COP-7, as follows:

- The assessment of LULUCF activities should be based on 'sound science';
- Consistent methodologies are to be used for estimating and reporting these activities;
- The mere presence of carbon stocks is to be excluded from accounting, as are increased removals due to faster growth caused by increasing concentrations of atmospheric CO₂
- Any reversals of LULUCF removals are to be accounted for at the appropriate time; and LULUCF activities must contribute to biodiversity conservation and the sustainable use of natural resources

On top of AAUs and RMUS, ERUs generated by a joint implementation project and CERs generated from a clean development mechanism project activity can also be traded in the carbon market.

LESSON 2.2

REPORTING AND COMPLIANCE

LESSON OBJECTIVES

At the end of this lesson, you will be able to:

- ➡ Describe the reporting system provided by the Kyoto Protocol
- ➡ Identify and explain the main amendments to the Kyoto Protocol
- ➡ Describe the purpose, the structure and the procedures adopted by the Compliance Committee
- ➡ Explain the procedures for compliance and non-compliance.

REPORTING

A key feature of the climate regime is the reporting system. The reporting rules provided under the Convention and the 1997 Kyoto Protocol have therefore been designed to facilitate transparency, comparability, completeness and accuracy of information. Parties must submit periodic national communications, which contain information on national circumstances, vulnerability assessment, financial resources and transfer of technology, and education, training and public awareness.

Annex I parties to the Protocol must also add their annual inventories of emissions and removals of GHGs to demonstrate compliance with the Protocol's commitments.

Least-developed countries also submit their National Adaptation Programmes of Action, which address their adaptation priorities.

AMENDMENTS TO THE KYOTO PROTOCOL

2006 AMENDMENT TO ANNEX B

The Amendment to Annex B was adopted by CMP-2 to include Belarus in Annex B to assume a quantified emission reduction commitment (QELRC).

It is not into force yet. According Articles 20 and 21 of the Kyoto Protocol, at least three fourths of the Parties to the Protocol shall deposit instruments of acceptance with the Depository for an amendment to enter into force. As of February 2014, only 28 Parties had accepted the amendment.

2012 DOHA AMENDMENT

CMP-8 adopted a decision to amend the Kyoto Protocol to establish a second period from 2013 to 2020. It establishes new QELRC for Annex B parties and adds a new greenhouse gas (nitrogen trifluoride) to the Protocol's Annex A. It also amends Article 3.1 to include the objective of reduce Annex I parties emissions by at least 18% below 1990 levels and the possibility that Annex B parties may propose an adjustment to decrease its QELRC to be voted by the CMP. Annex I parties may increase the ambition of the QELRC as they have to revisit their individual second commitment period QELRC by 2014, at the latest.

Regarding the eligibility to participate in the flexible mechanism the amendment establishes that:

- All Annex I parties can continue on-going and new CDM projects, but only parties with second commitment period QELRCs can transfer and acquire CERs in the second commitment period;
- Only parties with second commitment period QELRCs can transfer and acquire CERs, AAUs, ERUs and RMUs valid for emissions trading in the second commitment period;
- The Adaptation Fund levy shall be augmented to a 2 per cent share of the proceeds;
- Carry-over of surplus AAUs shall follow certain criteria.

The Amendment will enter into force in accordance with Articles 20 and 21 of the Kyoto Protocol, which requires that Parties shall deposit instruments of acceptance with the Depository. The Amendment will enter into force on the ninetieth day after the deposit of an instrument of acceptance by at least three fourths of the Parties to the Protocol. As of April 2015, only 28 Parties had accepted the amendment.

The CMP recognized that parties may provisionally apply the Doha Amendment pending its entry into force.

COMPLIANCE COMMITTEE

Compliance was one of the most contentious issues at COP-7 in Marrakesh, but the parties eventually adopted compliance procedures which represent the 'teeth' of the climate change regime.

The Marrakesh Accords provide for the creation of a new institution, the **Compliance Committee**, charged with promoting compliance, providing advice and assistance to the parties, determining cases of non-compliance and applying appropriate "consequences" for non-compliance.

The Compliance Committee has two branches; a 'Facilitative Branch' and a more judicial-like 'Enforcement Branch.'

FACILITATIVE BRANCH : provides advice and assistance on the implementation of the Kyoto Protocol, giving out 'early-warnings' in cases where a party is in danger of not complying with its commitments under the Protocol. It makes recommendations and mobilizes financial and technical resources to help the party comply.

ENFORCEMENT BRANCH: determines whether an Annex I party has met its emissions target, complied with its monitoring and reporting requirements, and met the eligibility tests for participation in the flexible mechanisms.

PROCEDURE

The compliance procedures are triggered primarily by reports of expert review teams (ERTs) under Article 8 of the Protocol. A Party may also trigger the procedures with respect to itself or with respect to another Party.

The Bureau of the Compliance Committee is responsible for allocating questions of implementation to the appropriate branch. The Enforcement Branch makes decisions by double majority voting, so that majorities from each bloc of the members of a branch (i.e., both Annex I and non-Annex I parties) must approve it. Public participation in the proceedings is possible. If a party feels that it has been denied due process during the enforcement proceedings, it can lodge an appeal with the CMP.

NON - COMPLIANCE

When a party is found to be in non-compliance with its commitments the Enforcement Branch can require the relevant party to submit an action plan that includes an analysis of the causes of non-compliance, undertake corrective measures to remedy the non-compliance, and set a timetable for the implementation of the action plan.

If an Annex I party is not in compliance with the eligibility requirements for the Protocol's flexible mechanism, the Enforcement Branch is able to order the suspension of the Party's eligibility to participate in the mechanisms until the party has achieved compliance.

If an Annex I party fails to meet its emission reduction target, the Enforcement Branch can apply the following consequences:

- The non-complying Party is required to make up the difference between its emissions and its assigned amount during the second commitment period, plus an additional deduction of 30%;
- The party will have to prepare a detailed plan explaining how it will meet its target for the subsequent compliance period; and
- The party will not be able to use international emissions trading to sell any of its emissions allocation until it has demonstrated that it will be able to comply with its current target.

THE PARIS AGREEMENT

This module summarizes the key provisions and relevant provisions of the decision adopting the Paris Agreement (Decision 1/CP.21, also called the “adopting decision” in this course). Paragraph numbers from the adopting decision text are indicated with a § symbol. For clarity, each article has been given a title in this course, although titles are not included in the Paris Agreement.

MODULE OBJECTIVES

At the end of this module you will be able to:

- ➡ Describe the building blocks and main provisions of the Paris Agreement
 - ➡ Describe relevant provisions of the decision adopting the Paris Agreement
 - ➡ Identify the first steps to be taken after the entry into force of the Agreement
-

LESSON 3.1

INTRODUCTION TO THE PARIS AGREEMENT

LESSON OBJECTIVES

At the end of this lesson, you will be able to:

- ➡ Describe the steps in the negotiation process of the Paris Agreement.
- ➡ Describe the building blocks and main provisions of the Paris Agreement.
- ➡ Describe relevant provisions of the decision adopting the Paris Agreement.
- ➡ Identify the first steps to be taken after the entry into force of the Agreement.
- ➡ Describe the mitigation aim of the Agreement.

NEGOTIATIONS TOWARD THE 2015 CLIMATE CHANGE AGREEMENT

The Bali Road Map

In 2007, at COP13, Parties agreed on the Bali Road Map as a framework for the negotiation of further commitments and enhanced cooperative action.

It was a two-tracked negotiating process, the Ad-Hoc Working Group on the Long-Term Cooperative Action (AWG-LCA) was established under the Convention and, in parallel, the Ad Hoc Working Group on Further Commitments for Annex I parties under the Kyoto Protocol (AWG-KP), established under the Protocol in 2005, would continue its work with respect to a second commitment period of the Protocol.

Negotiations under the AWG-LCA focused on the five negotiating blocks of the Bali Action Plan: shared vision, mitigation, adaptation, technology and financing. The mandate of AWG-LCA was extended several times until 2012.

The Copenhagen Accord

In 2009, COP-15 took note of the Copenhagen Accord. Even if it did not meet the high political expectations raised, the non-legally binding Accord allowed Parties to submit emissions reductions pledges or national mitigation action pledges and planted the seed for the eventual establishment of the Green Climate Fund.

The Cancun Agreements

The Cancun Agreements were adopted by COP-16 in 2010. This set of decisions established the Green Climate Fund, the Technology Mechanism, consisting of the TEC and the CTCN, and the Cancun Adaptation Framework.

Regarding mitigation, developed countries submitted plans to reduce emissions up to 2020 and developing countries proposed action to limit their emissions growth.

The Durban Outcomes

A major break-through was achieved in 2011 by COP-17.

Parties reached political agreement on a second commitment period under the Kyoto Protocol and also established the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP) with the mandate to develop a protocol, another legal instrument or an agreed outcome with legal force under the Convention applicable to all Parties to be adopted in 2015 by COP-21 and come into effect and be implemented from 2020. The COP also launched work-stream two under the ADP dedicated to enhance mitigation action in order to close the ambition gap pre-2020. See the [Durban Outcomes](#).

The Doha Climate Getaway

At COP 18 in Doha, Parties agreed on an 8-year second commitment period of the Kyoto Protocol, starting from January 2013 and ending on 31 December 2020 with the adoption of the Doha Amendment to the Kyoto Protocol.

The Warsaw Outcomes

COP19/CMP9 advanced on the path set by the Durban Platform and moved closer to the start of the operations of the Green Climate Fund. The Warsaw Framework for REDD Plus was adopted. Parties had worked on reducing emissions from deforestation and forest degradation in developing countries since 2005.

The Warsaw Framework establishes the foundation and coordinates global support to forest conservation and sustainable use with result-based payments to developing countries. Parties also agreed to establish the Warsaw international mechanism for loss and damage associated with climate change impacts in developing countries that are particularly vulnerable to the adverse effects of climate change.

Climate change and ozone depletion

An interesting issue to follow up on links with other MEAs and the need for a coordinated approach in MEA implementation is the relationship between the ozone depleting substances being phased out under the Montreal Protocol on Substances that Deplete the Ozone Layer and their alternatives that may contribute to climate change.

In this regard Paragraph 222 of the Rio +20 Outcome document recognized that the phase out of the ozone depleting substances is resulting in a rapid increase in the use and release into the atmosphere of hydrofluorocarbons (HFCs) with high global warming potentials and supported a gradual phase out in the consumption and production of these hydrofluorocarbons.

ADOPTION AND ENTRY INTO FORCE

The Paris Agreement was adopted on 12 December 2015, at the 21st session of the Conference of the Parties (COP 21) of the UN Framework Convention on Climate Change (UNFCCC) in Paris. It entered into force on 4 November 2016, once the threshold for entry into force of the Paris Agreement was achieved, i.e., 30 days after the dual entry into force requirement of ratification by at least 55 countries representing at least 55% of global GHG emissions was met.

PREAMBLE

While the preamble of an international treaty does not create rights and obligations between Parties, it normally sets the wider context for the agreement.

The preamble of the Paris Agreement captures a number of familiar and new concepts in 15 sentences. It broadly reflects the objective and principles of the UNFCCC, albeit “in the light of different national circumstances”. This framing occurs throughout the Agreement and signals a shift in the way equity and common but differentiated responsibilities and respective capabilities (CBDRRC) are interpreted and operationalized.

The preamble further refers to the need for an effective response “on the basis of the best available scientific knowledge”. It recognizes the specific needs and special circumstances of developing country Parties, particularly the most vulnerable, and the “specific needs and special situations of the least developed countries with regard to funding and transfer of technology”.

The second half of the preamble incorporates new themes that are not found in the UNFCCC. These include the priorities of safeguarding food security and ending hunger, the need for a just transition of the workforce, and engagement with all levels of government and various actors. The diversity of issues in the latter provisions of the preamble underlines that climate change is no longer perceived as solely an environmental problem – it cuts across and affects all areas of society.

Moreover, it calls on Parties to respect and promote: human rights; the right to health; the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations; the right to development; gender equality; the empowerment of women; and intergenerational equity. The need for sustainable lifestyles and sustainable patterns of consumption and production, with developed country Parties taking the lead, is also recognized.



Article 1. DEFINITIONS

Article 1 states that the definitions contained in the UNFCCC (climate change, greenhouse gases, sinks, etc.) will apply to the Paris Agreement. In addition, it defines “Convention”, “Conference of the Parties” (COP), and “Party” in the context of the Agreement. Article 21 of the Agreement includes another definition – “total global greenhouse gas emissions” for the limited purpose of determining the Agreement’s entry into force.

Earlier drafts of Article 1 included additional definitions – in particular of the terms “developed” and “developing” country Parties. While these terms are not defined, they are still used in several provisions of the new Agreement. Whether, and to what extent, the existing binary differentiation between Annex I and non-Annex 1 countries under the UNFCCC will influence the understanding of “developed” and “developing” country Parties under the Agreement (for instance, which Parties belong to each category or how they might move between them) is likely to be a contentious issue in future negotiations.



Article 2. PURPOSE

Article 2 outlines the purpose of the Agreement. Article 2.1 seeks to enhance the implementation of UNFCCC Article 2, to prevent dangerous anthropogenic interference with the climate system. It aims to do so by strengthening the global response to climate change in general, including by: committing to a long-term temperature goal; enhancing adaptive capacity and climate resilience; and making finance flows consistent with low-emission development pathways.

LONG-TERM TEMPERATURE GOAL

The long-term temperature goal includes two targets for maximum global warming. Parties to the Agreement will commit 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. To date, the 2°C target has been the working assumption for most nations in their mitigation efforts, including the planning and preparation of intended nationally determined contributions (INDCs) before Paris. The 1.5°C target was included as the result of a concerted push by an alliance of vulnerable States, including the LDCs, SIDS and the Independent Association of Latin America and the Caribbean, but is still considered an aspirational goal by some States.

DIFFERENTIATION

Article 2.2 states that the Agreement will be implemented to reflect equity and CBDRRC, in the light of different national circumstances. This language underlines the shift away from the formal differentiation between developed and developing country Parties (under the UNFCCC and the Kyoto Protocol) towards a more nuanced self-differentiated model. As a result of this new approach under the Paris Agreement, there is no longer a “firewall” (in terms of obligations) between developed and developing countries.

While the Agreement still uses the existing terminology of “developed” and “developing” countries, it does not offer any clarifying definitions. The annexes and provisions of the UNFCCC also remain in place and will, therefore, have some influence over the interpretation of the Agreement. It is worth noting that “national circumstances” is also not defined, thus creating a wide-open field for different national concerns. Nevertheless, it is likely to become increasingly more relevant than “historical responsibility” when Parties decide on and submit their contributions under the Agreement.



Article 3. NATIONALLY DETERMINED CONTRIBUTIONS

The foundation of the Agreement’s structure is that all Parties will determine at the national level what actions they are able and willing to take in achieving the purpose of the Agreement. Article 3 provides an overarching outline of this approach. In this context, Parties can undertake and communicate their efforts on mitigation, adaptation, finance, technology transfer and capacity building as well as on transparency as part of their Nationally Determined Contributions (NDCs). These efforts should become progressively more ambitious over time.

While Article 3 recognizes the need to support developing country Parties in implementing the new Agreement, developing country efforts are not contingent on the upfront provision of support (as envisaged in previous drafts of the Paris Agreement, and generally under the UNFCCC). However, Article 3 only

provides an overarching outline of the Agreement's underlying approach, and uses "nationally determined contributions" in a wider sense than the nationally determined mitigation contributions in Article 4. The particular measures expected of Parties with regard to the different components of the Agreement (mitigation, adaptation, etc.) and relevant arrangements are addressed in the Articles 4-12.



Article 4. MITIGATION

The mitigation aim of the Agreement is for Parties "to reach global peaking of greenhouse gas emissions as soon as possible, recognizing that peaking will take longer for developing country Parties, and to undertake rapid reductions thereafter [...] so as to achieve a balance between anthropogenic emissions by sources and removals by sinks [...] in the second half of this century [...]" (Article 4.1).

The language on "balance" between sources and removals by sinks was used as a proxy for "carbon neutrality" or a "net zero" goal, both of which also proved to be too politically controversial to be included. Although developing countries managed to insert that the aim is to be achieved "on the basis of equity, and in the context of sustainable development and efforts to eradicate poverty" (Article 4.1), it is not clear yet what it entails or how this provision will be implemented in practice.

NATIONALLY DETERMINED CONTRIBUTIONS

All Parties are expected to communicate NDCs (Article 4.2) every five years (Article 4.9) and put in place domestic mitigation measures to achieve them, taking into account the global stocktake (Article 4.9) and reflecting CBDRR in light of different national circumstances (Article 4.3).

The main obligation of Parties under the Agreement, therefore, is procedural in nature (prepare, communicate and update mitigation NDCs). The phrase "pursue domestic mitigation measures" (Article 4.2) could be interpreted as an additional substantive obligation. Moreover, whether NDCs encapsulate commitments that are binding on government entities under domestic law is a matter of national and (in the case of the EU) supranational law.

While developed countries are expected to continue to apply economy-wide emission caps, developing countries are encouraged to move towards them over time (Article 4.4), and are entitled to receive support for their mitigation actions (Article 4.5).

Information to be communicated in relation to NDCs should be clear and transparent (Article 4.8), in accordance with guidance from the CMA on the communication of such information (Article 4.13), while taking into account existing methods and guidance under the UNFCCC (Article 4.14). They will be recorded in a public registry maintained by the UNFCCC Secretariat (Article 4.12), which will also serve as the Secretariat to the Agreement.

The CMA is considering the issue of common time frames for NDCs at its first session (Article 4.10). However, a Party can adjust its existing NDC at any time to enhance its level of ambition (Article 4.11). Successive NDCs have to reflect a Party's highest possible ambition and be progressively more ambitious over time (Article 4.3).

Parties, including regional economic integration organizations and their member States, can act jointly but must notify the Secretariat of the emission levels allocated to each Party within the relevant time period, when they communicate their NDCs (Article 4.16), with each Party ultimately responsible for its allocated emission levels (Article 4.17). In the case of joint action taken by the EU member States, each member State individually and the EU as a whole, as a Party to the Agreement, will be responsible for the allocated emission level (Article 4.18).

DECISION ON NDCS

The decision adopting the Paris Agreement provides further guidance on the NDCs. It invites Parties to communicate their first NDCs when they join the Agreement. Parties that have already submitted an INDC are considered to have satisfied this requirement (§22). Parties with a five-year INDC are urged to submit a new NDC by 2020 (§23). Parties with a ten-year INDC timeframe are requested to submit a new NDC or update their existing one by 2020 and every five years thereafter (§24). Parties are to submit their NDCs to the Secretariat 9 to 12 months ahead of the "relevant" CMA session for each contribution cycle (§25). Parties will determine the session at which NDC will be included in the agenda.

When communicating NDCs, Parties may include quantifiable information on the reference point (such as a base year), time frames and/or periods for implementation, scope and coverage, planning processes, assumptions and methodological approaches, as well as information regarding the fairness and ambitiousness of the NDCs (§27).

The Ad Hoc Working Group on the Paris Agreement (APA) is requested to develop further guidance, for consideration and adoption by the CMA at its first session (CMA 1), on: NDC features (§26); clarifying information to be provided by Parties regarding NDCs (§28); and accounting for NDCs (§31). Parties will apply this accounting guidance from the second NDC onwards (but may choose to do so for their first NDC also) (§32).

In addition, the Subsidiary Body for Implementation (SBI) is requested to develop procedures for the NDC registry for adoption at CMA 1 (§29). In the meantime, an interim public registry has been made available by the Secretariat (§30). As of February 2017, 127 Parties have submitted their first NDCs.

LOW EMISSION DEVELOPMENT STRATEGIES

Article 4.19 calls on all Parties, including LDCs and SIDS (Article 4.6), to strive to formulate and communicate Low Emission Development Strategies (LEDS). The adopting decision calls for these LEDS to be submitted by 2020, and to include mid-century, long-term strategies, which will be published on the UNFCCC website (§35).

Mitigation co-benefits resulting from adaptation actions or economic diversification efforts can count towards mitigation contributions (Article 4.7).

IMPACTS OF RESPONSE MEASURES

Parties shall take into full consideration, in the implementation of the commitments of the Convention, the specific needs and concerns of developing country Parties arising from the impact of the implementation of response measures.

The concerns of Parties most affected by the impacts of response measures have to be taken into consideration by other Parties (Article 4.15). A decision was also taken to continue the existing Forum on the Impact of the Implementation of Response Measures, which was established in 2010 at the sixteenth session of the UNFCCC Conference of Parties (COP 16) in Cancun. The Forum will serve the Agreement under the Subsidiary Bodies (§33), which will recommend modalities and a work programme for the Forum, for adoption at CMA 1 (§34).



Article 5. GREENHOUSE GAS SINKS AND RESERVOIRS

Article 5.1 calls on Parties to take action to conserve and enhance biomass, forest, oceanic and other greenhouse gas sinks and reservoirs.

They are encouraged to implement and support the framework already set out in existing UNFCCC guidance and decisions for: policy approaches and positive incentives to reduce emissions from deforestation and forest degradation and the role of conservation, sustainable management of forests and enhancement of forest stocks in developing countries; and alternate policy approaches, such as joint mitigation and adaptation, while incentivizing non- carbon benefits associated with such approaches (Article 5.2).



Article 6. COOPERATIVE APPROACHES

The Agreement recognizes that Parties can choose “voluntary cooperation” to implement their NDCs, to allow for higher ambition both in mitigation and adaptation (Article 6.1), and could include market-based and non-market based approaches.

MARKET-BASED APPROACHES

Two different, but not mutually exclusive market-based approaches are included in the Agreement:

Internationally Transferred Mitigation Outcomes (ITMOs) between two or more Parties, similar to Joint Implementation under the Kyoto Protocol used for project-based trading between developed (Annex I) countries; and

A centralized global **Sustainable Development Mechanism (SDM)**, likely to mirror the Kyoto Protocol's Clean Development Mechanism most closely.

INTERNATIONALLY TRANSFERRED MITIGATION OUTCOMES (ITMOS)

ITMO cooperation is voluntary and must be authorized by the participating Parties (Article 6.3). Article 6.2 allows Parties to use ITMOs as long as they promote sustainable development; ensure environmental integrity and transparency (including in governance); and apply robust accounting procedures consistent with CMA guidance. The adopting decision requests the Subsidiary Body for Scientific and Technological Advice (SBSTA) to develop guidance for ITMOs, for adoption at CMA 1 (§36). The need to avoid double-counting and transparent reporting is also emphasized in the adopting decision under Enhanced Action Prior to 2020 (§§106 and 107).

Article 6 does not restrict the kinds of mitigation outcomes that could be transferred. ITMOs could involve linked networks of carbon pricing mechanisms, such as regionally linked emission trading schemes (for instance, the linkage between the California and Quebec emission trading schemes), but also other linkages, possibly involving the transfer of technology or even finance.

SUSTAINABLE DEVELOPMENT MECHANISM (SDM)

Article 6.4, meanwhile, establishes an SDM to contribute to mitigation and support sustainable development, provided there is no double counting (Article 6.5). CMA 1 will adopt rules for the SDM (Article 6.7). The adopting decision provides some guidance to the CMA, recommending that the SDM: reflects voluntary participation and Party authorization; ensures measurable long-term mitigation benefits which are additional; is based on specific scopes of activities, with verification and certification of emission reductions; and takes into account experiences from existing mechanisms under the UNFCCC, which would include the CDM (§37). The decision also requests the SBSTA to develop these rules, modalities and procedures for the SDM, for adoption at CMA 1 (§38).

A share of proceeds from SDM activities will be used to cover administrative expenses and for adaptation in particularly vulnerable developing countries (Article 6.6). What this share will be, and how it will be used, will probably be decided as part of the SDM rules, modalities and procedures to be adopted at CMA 1.

NON-MARKET APPROACHES (NMAs)

The Agreement also defines a framework for Non-Market Approaches or NMAs (Article 6.9) to assist Parties in implementing NDCs. These NMAs should aim to: promote mitigation and adaptation ambition; enhance public and private sector participation in implementing NDCs; and enable coordination across instruments and institutional arrangements (Article 6.8).

The adopting decision calls on SBSTA to undertake a work programme under the NMAs framework with the objective of considering: how to enhance linkages and create synergies between, inter alia, mitigation, adaptation, finance, technology transfer and capacity building; and how to facilitate the implementation and coordination of NMAs (§39). SBSTA is requested to draft a decision on the work programme for adoption at CMA 1 (§40).



Article 7. ADAPTATION

The Agreement establishes a “global goal on adaptation” to enhance adaptive capacity, strengthen resilience and reduce vulnerability to climate change (Article 7.1). Adaptation is recognized as a key component of the long-term global response to climate change and an urgent need of developing country Parties (Article 7.2). The importance of continuous and enhanced support for their adaptation efforts is also recognized (Articles 7.6 and 7.13) – especially for Parties that are particularly vulnerable to the adverse effects of climate change (Articles 7.2 and 7.6).

Adaptation action should follow a country-driven, gender-responsive, participatory and transparent approach that takes into account the interests of vulnerable groups, communities and ecosystems (Article 7.5). Adaptation action should be based on and guided by “the best available science and, as appropriate, traditional knowledge, knowledge of indigenous peoples and local knowledge systems, with a view to integrating adaptation into relevant socioeconomic and environmental policies and actions, where appropriate” (Article 7.5). Parties should also collectively strengthen cooperation on adaptation action, taking into account the Cancun Adaptation Framework, including through information sharing, strengthening institutional arrangements, assisting developing country Parties in assessing needs and improving the effectiveness and durability of actions (Article 7.7).

Individually, each Party is required, as appropriate, to engage in adaptation planning processes and the implementation of actions, plans and policies such as, for example, formulating national adaptation plans (NAPs), assessing climate change impacts and vulnerability, and building resilience (Article 7.9).

ADAPTATION COMMUNICATION

Parties should submit an adaptation communication on adaptation priorities, needs, plans and actions (Article 7.10). This communication must be submitted and updated periodically, as appropriate, as a component of, or in conjunction with, other communications such as NAPs, NDCs or national communications (Article 7.11).

Similar to mitigation NDCs, adaptation communications will be housed in a public registry maintained by the UNFCCC Secretariat (Article 7.12). SBI is considering modalities and procedures for the operation and use procedures for the adaptation communication registry .

Articles 7.9 to 7.12 reflect formal, procedural commitments by Parties on adaptation (to engage in adaptation planning, and to submit and update adaptation communications). However, these commitments are qualified by “shall, as appropriate” and “should” and are, therefore, of limited binding nature. The Agreement further emphasizes that these communications should not create any additional burden for developing country Parties (Article 7.10). Modalities on how adaptation efforts by developing country Parties will be recognized will be adopted at CMA 1 (Article 7.3).

At the Marrakech session, the CMA invited the APA, through the COP, to continue its work on further guidance in relation to the adaptation communication, including, inter alia, as a component of NDCs, referred to in Article 7, paragraphs 10 and 11, of the Paris Agreement, to conclude this work as soon as possible, and to forward the outcomes, at the latest, to the third part of the first session of the CMA in 2018

ADAPTATION AND THE GLOBAL STOCKTAKE

Adaptation is part of the Article 14 global stocktake, which will: recognize adaptation efforts of developing countries; enhance the implementation of adaptation action; review the adequacy and effectiveness of adaptation and support provided; and review overall progress in achieving the global adaptation goal (Article 7.14).

ADAPTATION SUPPORT

To prepare for the application of the Agreement, the adopting decision tasks the Adaptation Committee and the Least Developed Countries Expert Group (LEG) with jointly developing methodologies and making recommendations on facilitating the mobilization of support; and reviewing the adequacy and effectiveness of adaptation and support, in connection with the global stocktake (§45). In addition, the Adaptation Committee is reviewing the work of adaptation- related institutional arrangements under the UNFCCC to identify ways to enhance coherence, and consider methodologies to assess adaptation needs (§42).

The Green Climate Fund (GCF) is asked to expedite support for LDCs and other developing country Parties for formulating NAPs and their subsequent implementation (§46). Relevant UN agencies and other financial institutions are also invited to provide information on how their development assistance and climate finance programmes incorporate climate-proofing and climate resilience measures (§43). Elements related to adaptation finance are also included in Article 9, on finance, and discussed later in this course.

The adopting decision further requests Parties to strengthen regional cooperation on adaptation and to establish regional centers and networks (§44).



Article 8. LOSS AND DAMAGE

Whether to include a provision on loss and damage due to climate change in the Agreement, either in a separate Article or in the Article on adaptation, or leave it out of the Agreement altogether was a very contentious issue up to the end of the Paris negotiations. The compromise reached was to have a separate Article on loss and damage with a reference to the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (WIM), and to reflect key divergences in the decision text.

WARSAW INTERNATIONAL MECHANISM FOR LOSS AND DAMAGE

In November 2013, COP-19 established the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (WIM), to address loss and damage associated with impacts of climate change, including extreme events and slow onset events, in developing countries that are particularly vulnerable to the adverse effects of climate change.

The WIM has three functions:

1. Enhancing knowledge and understanding of comprehensive risk management approaches to address loss and damage associated with the adverse effects of climate change, including slow onset impacts
2. Strengthening dialogue, coordination, coherence and synergies among relevant stakeholders
3. Enhancing action and support, including finance, technology and capacity-building, to address loss and damage associated with the adverse effects of climate change, so as to enable countries to undertake actions.

In Paris, Parties ultimately decided to continue the WIM following the 2016 review (§47). A 5-year rolling workplan was approved in Marrakech.

The WIM will serve the Agreement (Article 8.2) after 2020; the incorporation of the WIM into the Agreement may enhance and strengthen it. Parties are expected to enhance understanding, action and support with respect to loss and damage associated with the adverse effects of climate change, including through the WIM (Article 8.3). In this regard, the Agreement provides a non-exhaustive, indicative list of areas for cooperation and facilitation: for instance, early warning systems, slow onset events and other events that may involve irreversible and permanent loss and damage, and risk-related actions (Article 8.4).

In addition, the adopting decision tasks the Executive Committee of the WIM with establishing a clearinghouse for information on risk transfer and insurance (§48), creating a task force to develop recommendations for approaches to climate change induced displacement (§49), and reporting on progress in its annual report (§50).

NO BASIS FOR LIABILITY OR COMPENSATION

Finally, the adopting decision text on loss and damage contains the statement that Article 8 “does not involve or provide a basis for any liability or compensation” (§51).

LESSON 3.2

IMPLEMENTATION AND COMPLIANCE

LESSON OBJECTIVES

At the end of this lesson, you will be able to:

- ➔ **Explain how the provision, reporting and management of climate finance is addressed in the Agreement.**
- ➔ **Explain how the Agreement emphasizes the capacity building needs of developing country Parties.**
- ➔ **Explain the purpose of the enhanced transparency framework and the Global Stocktake.**
- ➔ **Describe the mechanism to facilitate implementation of, and promote compliance with, the provisions of the Paris Agreement.**

**Article 9. FINANCE**

The issue of differentiation in the finance context was a controversial topic in the negotiations: should only developed countries be required to provide financial support, or should developing countries and emerging economies also contribute?

DIFFERENTIATION

This question was eventually resolved by stating that developed countries “shall” provide climate finance for developing countries (Article 9.1) while other Parties (developing countries) are “encouraged” to provide support voluntarily (Article 9.2). Developed countries “should” also take the lead in mobilizing climate finance “from a wide variety of sources, instruments and channels”, progressing beyond previous efforts (Article 9.3).

PUBLIC OR PRIVATE FINANCE

The idea that public funds, distinct from official development assistance, will be the main source of financing was dropped from the Agreement during the final days of negotiation. Instead, Article 9.3 simply notes “the significant role of public funds”.

Unlike the Cancun Agreements, which contained a collective public sector (‘fast-start’) finance target, the Paris Agreement has no reference to such a target. The adopting decision states that the existing collective mobilization goal (US\$100 billion per annum by 2020, first announced at the 2009 Copenhagen COP) will continue until 2025. The CMA will set a new collective quantified goal with US\$100 billion as a floor prior to 2025 (§53).

The Sustainable Development Goals adopted by the United Nations General Assembly in 2015 echoed this collective commitment in its Target 13.A *“Implement the commitment undertaken by developed-country parties to the United Nations Framework Convention on Climate Change to a goal of mobilizing jointly \$100 billion annually by 2020 from all sources to address the needs of developing countries in the context of meaningful mitigation actions and transparency on implementation and fully operationalize the Green Climate Fund through its capitalization as soon as possible”*

BALANCE BETWEEN MITIGATION AND ADAPTATION FINANCE

The Agreement includes the provision that financial resources should aim to achieve a balance between adaptation and mitigation, taking into account country-driven strategies, the priorities and needs of developing countries, in particular LDCs and SIDS (Article 9.4). This provision has featured in several climate instruments, including in the 2009 Copenhagen Accord and in the 2010 Cancun Agreements.

REPORTING ON FINANCE

Developed countries have to biennially communicate indicative information on: the provision of climate finance to developing countries, including “as available”, projected levels of public financial resources to be provided in the future to developing countries (Article 9.5); and support for developing countries mobilized through public interventions (Article 9.7). Developing countries are “encouraged” to do so voluntarily.

At COP 22, a process will be launched to identify the biennial information about future financial support required from developed countries (Adopting decision §55). Information about past support is to be submitted in accordance with the procedures for transparency of action and support to be developed by the APA by CMA 1 (§§56 and 91). SBSTA has also been requested to develop accounting modalities for support provided by developed countries (§57).

The global stocktake will consider information on climate finance efforts provided by developed countries and the Agreement bodies (Article 9.6).

INSTITUTIONAL ARRANGEMENTS

The UNFCCC’s Financial Mechanism, including its operating entities, will serve as the financial mechanism of the Agreement (Article 9.8). The adopting decision also states that the GCF, the Global Environment Facility (GEF), the Least Developed Countries Fund and the Special Climate Change Fund will serve the Agreement (§58). In the adopting decision, the COP recommends that CMA provide guidance to the GEF and the GCF relating to the Agreement for transmission by the COP (§61). Existing and future COP guidance on the operation of the Financial Mechanism will apply to the Agreement as appropriate, with the necessary changes made (§62).

CMA-1 decided in Marrakech that the Adaptation Fund should serve the Agreement; CMA 1-3 will address the governance and institutional arrangements, safeguards and operating modalities. According to the Adopting Decision, the Standing Committee on Finance will serve the CMA in the same way that it serves the COP (§63).

The institutions serving the Agreement must aim to ensure efficient access to financial resources through simplified approval procedures and enhanced readiness support, in particular for LDCs and SIDS (Article 9.9). The adopting decision text also urges these institutions to enhance coordination and delivery of resources (§64).



Article 10. TECHNOLOGY DEVELOPMENT AND TRANSFER

Parties are required to “strengthen cooperative action on technology development and transfer” (Article 10.2). The Agreement establishes a technology framework (Article 10.4) to provide overarching guidance to the work of the Technology Mechanism established under the UNFCCC, which will serve the Agreement (Article 10.3).

The Technology Mechanism, created in 2010, already includes a Technology Executive Committee (TEC), tasked with policy analysis, recommending actions and facilitating cooperation for technology development and transfer; and a Climate Technology Centre and Network (CTCN), to facilitate a network of organizations in order to provide technical assistance to developing countries.

The Technology and Financial Mechanisms of the UNFCCC, along with other actors or institutions, are required to support efforts to accelerate, encourage and enable innovation “for collaborative approaches to research and development, and facilitating access to technology [...] to developing country Parties” (Article 10.5).

Support, including financial support, will also be provided to developing countries for strengthening cooperative action on technology development and transfer at different stages of the technology cycle, with a view to achieving a balance between support for mitigation and adaptation. The global stocktake will take information related to such support into account (Article 10.6).



Article 11. CAPACITY BUILDING

The Agreement emphasizes the capacity building needs of developing country Parties, in particular those with the least capacity and those that are particularly vulnerable to the adverse effects of climate change, such as LDCs and SIDS (Article 11.1). It also underlines capacity to: implement adaptation and mitigation actions; facilitate technology development, dissemination and deployment; access climate finance; educate, train and raise public awareness; and enable transparent, timely and accurate communication of information (Article 11.1).

The adopting decision also establishes a Paris Committee on Capacity-Building to address capacity gaps and needs, both current and emerging, in developing countries and to enhance capacity building efforts (§71). The Committee will annually focus on an area or theme related to enhanced technical exchange on capacity building. It will prepare annual technical progress reports on its work (§80). The decision also launches a workplan for 2016-2020 (§73), which will be managed by the Committee (§72).

Sub-national and local level capacity building is highlighted in the Agreement, in addition to national-level capacity building, through “an effective, iterative process that is participatory, cross-cutting and gender-responsive” (Article 11.2).

While all Parties should cooperate to enhance the capacity of developing countries, developed countries should also enhance support for capacity building actions in developing countries (Article 11.3). All Parties that enhance the capacity of developing country Parties have to regularly communicate on capacity building actions or measures, while developing countries should regularly communicate progress made on implementing capacity building plans, policies, actions or measures (Article 11.4).

COP-22 adopted a decision on the initial institutional arrangements for capacity building (Article 11.5).



Article 12. EDUCATION, TRAINING, AND PUBLIC AWARENESS

This short Article simply states that Parties have to cooperate in taking measures, as appropriate, to enhance climate change education, training, public awareness, public participation and public access to information, recognizing the importance of these steps with respect to enhancing actions under the Agreement.



Article 13. TRANSPARENCY

The Agreement establishes “an enhanced transparency framework for action and support, with built-in flexibility which takes into account Parties’ different capacities and builds upon collective experience” (Article 13.1). Common modalities, procedures and guidelines for the transparency of action and support will reflect this flexibility, and be adopted by CMA. (Articles 13.2 and 13.13).

The enhanced framework will recognize the special circumstances of LDCs and SIDS, and be implemented in a “facilitative, non-intrusive, non-punitive manner, respectful of national sovereignty, and avoid placing undue burden on Parties” (Article 13.3).

It will build on the transparency arrangements under the UNFCCC, drawing on the experience of national communications, biennial reports and biennial update reports, international assessment and review and international consultation and analysis (Article 13.4).

TRANSPARENCY OF ACTION, AND OF SUPPORT

The purpose of the framework for transparency of action is to provide a clear understanding of climate change action, including clarity and tracking of progress towards achieving the mitigation NDCs and adaptation actions, to inform the global stocktake (Article 13.5).

The purpose of the framework for transparency of support is to provide clarity on support provided and received by “relevant individual Parties” for mitigation, adaptation, finance, technology development and transfer, and capacity building (Articles 4, 7, 9, 10 and 11); and, “to the extent possible”, provide a full overview of aggregate financial support provided to inform the global stocktake (Article 13.6).

Under the framework for transparency of action, each Party has to regularly provide: a national greenhouse gas inventory, prepared using methodologies approved by the Intergovernmental Panel on Climate Change (IPCC) and agreed by the CMA; and information necessary to track progress made in implementing and achieving its mitigation NDC (Article 13.7).

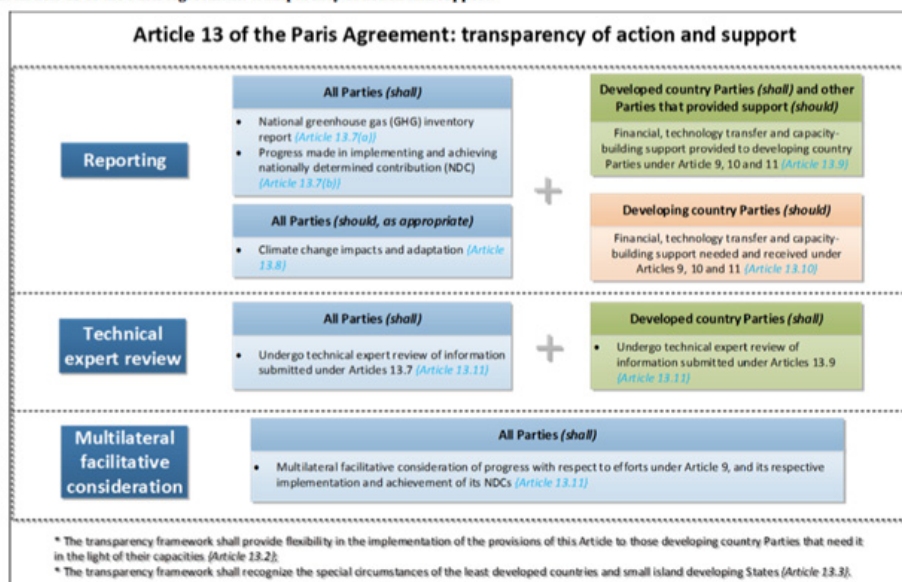
Each Party should also provide information related to climate change impacts and adaptation, as appropriate (Article 13.8).

Developed countries and others providing support should provide information on support provided on finance, technology and capacity building (Article 13.9). Developing countries, meanwhile, should provide information on support needed and received (Article 13.10).

All Parties, except LDCs and SIDS, will have to submit the information set out in Articles 13.7 to 13.9, as appropriate, no less frequently than on a biennial basis (§90). LDCs and SIDS may submit this information at their discretion (§90).

The adopting decision agrees to establish a Capacity-building Initiative for Transparency to build institutional and technical capacity, and support developing country Parties, upon request, in meeting enhanced transparency requirements (§84).

Figure 2. Article 13 of the Paris Agreement: transparency of action and support.



TECHNICAL REVIEW

The information provided under Articles 13.7 and 13.9 will undergo a technical expert review (Article 13.11). Developing countries that lack capacity will be provided assistance to identify capacity building needs. The review will consider any support provided by the Party, as relevant, and the implementation and achievement of its NDC (Article 13.12). It will identify areas of improvement, and include a review of the consistency of the information with the modalities, procedures and guidelines; and pay particular attention to respective national capabilities and circumstances of developing countries (Article 13.12).

MULTILATERAL CONSIDERATION

Countries will also participate in a facilitative, multilateral consideration of progress with respect to efforts on finance, and the implementation and achievement of their respective NDCs (Article 13.11).

Support will be provided to developing countries for implementing their obligations related to transparency (Article 13.14), and also for the building of their transparency- related capacity on a continuous basis (Article 13.15).



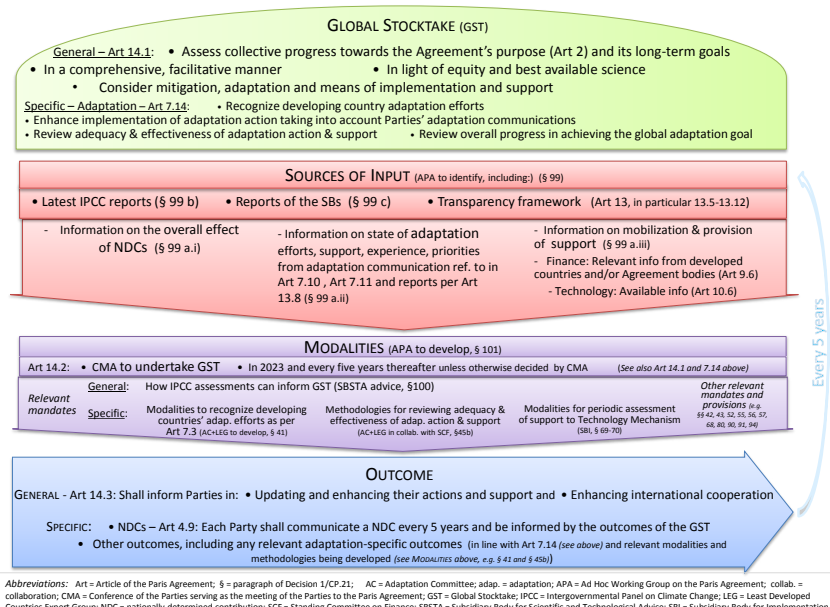
Article 14. GLOBAL STOCKTAKE

The CMA will periodically take stock of the implementation of the Paris Agreement, to assess collective progress towards achieving the purpose of the Agreement and its long-term goals – a process called the global stocktake (also referred to in this course as the stocktake).

The stocktake will be carried out in a comprehensive and facilitative manner, considering mitigation, adaptation and the means of implementation and support, and in the light of equity and the best available science.

The first stocktake will take place in 2023 and then every five years thereafter, unless otherwise decided by the CMA (Article 14.2). The adopting decision also decides to convene a facilitative dialogue among countries in 2018, to take stock of collective progress and inform the preparation of NDCs (§20).

Illustration of mandates and provisions related to the Global Stocktake referred to in Art 14 of the Paris Agreement



PURPOSE OF THE STOCKTAKE

The outcome of the stocktake will inform Parties in updating and enhancing, in a nationally determined manner, their actions and support in accordance with the relevant provisions of the Agreement, as well as in enhancing international cooperation for climate action.

The stocktake is meant to assess “collective progress” and not the activities of individual Parties. However, the review of individual national implementation efforts should also “inform the global stocktake” (Articles 13.5 and 13.6). As a result, the precise scope of the stocktake – for instance, to what extent it focuses on the promised NDCs (in different areas) or a subsequent assessment of their actual achievements – will have to be further defined by the CMA.



Article 15. FACILITATING IMPLEMENTATION AND COMPLIANCE

Article 15.1 establishes a mechanism to facilitate implementation of, and promote compliance with, the provisions of the Paris Agreement.

The mechanism will consist of an expert-based, facilitative committee that will function in a transparent, non-adversarial and non-punitive manner, and will pay particular attention to the respective national capabilities and circumstances of Parties (Article 15.2).

FACILITATIVE AND NON-PUNITIVE

The Kyoto Protocol required Parties to address cases of non-compliance (Article 18 of the Protocol). As a result, Parties subsequently established a compliance mechanism with a facilitative and an enforcement branch, to facilitate, promote and enforce compliance. In comparison, compliance under the Paris Agreement is non-punitive and focuses solely on facilitating implementation and promoting compliance through a facilitative committee.

The facilitative committee will report annually to the CMA, and the modalities and procedures for the functioning of this committee will be adopted by CMA 1 (Article 15.3).

COMPOSITION OF THE COMMITTEE

The adopting decision further states that the committee will consist of 12 members with recognized competence in relevant scientific, technical, socioeconomic or legal fields, and will be elected by the CMA on the basis of equitable geographical representation. Two members will be chosen from each from the five regional groups of the United Nations, and one member each will be chosen from the LDCs and SIDS, while taking gender balance into account (§102).

The APA has been requested to develop modalities and procedures for the effective operation of the committee for consideration and adoption by CMA 1 (§103).



Article 16. CMA

The Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA) will be the governing body of the Agreement (Article 16.1). The CMA is mandated to keep the effective implementation of the Agreement under review and take the decisions necessary to promote its effective implementation. For that purpose, it can establish subsidiary bodies and exercise other functions deemed necessary for the implementation of the Agreement (Article 16.4).

The rules of procedure of the COP and the financial procedures applied under the UNFCCC will apply to the Agreement with necessary changes, unless the CMA decides otherwise (Article 16.5). Thus, the draft rules of procedure of the COP and its subsidiary bodies, which have never been adopted but are applied (with the exception of Rule 42 on voting), will govern the proceedings of the CMA, except as may be decided by the CMA.

While COP decisions can have a normative character for institutions and bodies of the UNFCCC process (for instance, the Secretariat or mechanisms under its guidance such as the GCF) it is generally recognized that they are not binding on the Parties in the absence of an express mandate (to take legally binding decisions). This also applies to the powers of the CMA. In other words, it will operate in the same manner as the CMP and meetings will be convened in conjunction with the COP (Article 16.6). An extraordinary session of the CMA requires the support of at least one third of the Parties (Article 16.7).



Article 17. SECRETARIAT

The UNFCCC Secretariat will serve as the Secretariat of the Agreement (Article 17.1). The Secretariat's functions, and the arrangements made for its functioning, shall be those assigned to it under Article 8 of the UNFCCC, under the Paris Agreement, and by CMA (Article 17.2). This includes the preparation of meetings and reports, providing assistance to Parties and coordinating work with other international institutions. Under the Agreement, the Secretariat is also required, among others things, to maintain the public registries for NDCs and adaptation communications, and to receive certain notifications (for instance, on collaborations and on the convening of CMA sessions).



Article 18. SUBSIDIARY BODIES

The two permanent subsidiary bodies of the UNFCCC, the SBSTA and the SBI, will also serve the Paris Agreement. The Agreement itself does not assign any specific tasks to the subsidiary bodies, and only states that their functioning will be governed by the application of the relevant UNFCCC provisions (Articles 9 and 10), with the necessary changes applied. Article 18 repeats the language of the Kyoto Protocol almost verbatim.



Article 19. OTHER SUBSIDIARY BODIES AND INSTITUTIONAL ARRANGEMENTS

Other subsidiary bodies or institutional arrangements of the UNFCCC will also serve the Agreement, should the CMA so decide. The Agreement specifically identifies institutional arrangements under the UNFCCC (e.g. the WIM, the Financial Mechanism and the Technology Mechanism) that will in future operate under the new Agreement.

However, the operation of subsidiary bodies and other institutional arrangements established by or under the Convention, other than those referred to in the Agreement have not been as explicitly defined. Should the CMA decide to bring other bodies and institutions into the fold of the Agreement, it can (within the general scope of the Agreement) specify their functions and guide their activities (Articles 19.1 and 19.2)