

Federation of Young European Greens
COP 21 Delegation

Report for the United Nations
Climate Change Conference

Building up for Paris



FEDERATION OF YOUNG
EUROPEAN GREENS

**Written by Federation of Young European Greens'
COP 21 Delegation**

Cécile Marchand, Maria Kola, Anna Tranberg, Anton Jaekel, Maximillian
Genard Walton

Front cover: Dominik Schröder/unsplash.com

Table of contents

- List of acronyms..... 2
- Chapter 1: Introduction 3
- Chapter 2: History of the COPs 5
- Chapter 3: What is at stake for Paris?..... 8
- Chapter 4: Process of the negotiations: Equity/CBDR..... 10
- Chapter 5: Process of the negotiations: Legal nature 12
- Chapter 6: Process of the negotiations: Human rights..... 15
- Chapter 7: Process of negotiations: Mitigation 17
 - 7.1 Reduction targets 17
 - 7.2 Who should reduce and why? 18
- Chapter 8: Process of negotiations: Adaptation 20
 - 8.1 Adaptation-mitigation 20
 - 8.2 History 21
 - 8.3 Where are we at – stakes for Paris? 21
- Chapter 9: Process of the negotiations: Loss and damage 23
- Chapter 10: Process of the negotiations: Finance 25
- Chapter 11: Process of the negotiations: Markets 27
- Chapter 12: Process of the negotiations: Land-use, land-use change, forestry, agriculture, REDD 29
- Chapter 13: Process of the negotiations: Article 6 32
- Chapter 14: Process of negotiations: Who is blocking the negotiations inside the UNFCCC? . 34
 - 14.1 Countries 34
 - 14.1.1 Umbrella Group 34
 - 14.1.2 European Union 36
 - 14.2 Corporations - BINGOs 37
- Chapter 15: Conclusion 42
- References 43

List of acronyms

AAU	Assigned amount units
AILAC	The Independent Association of Latin America and the Caribbean
BASIC	Brazil, South Africa, India, China
BINGO	Business and Industry Non-Governmental Organizations
CBDR	Common but differentiated responsibilities
CCS	Carbon capture and storage
CDM	Clean Development Mechanisms
COP	Conference of the Parties
ETS	Emissions Trading System
EU	European Union
FVA	Framework for Various Approaches
FYEG	Federation of Young European Greens
GCF	Green Climate Fund
GHG	Greenhouse gases
INDC	Intended Nationally Determined Contributions
IPCC	Intergovernmental Panel on Climate Change
KP	Kyoto Protocol
LDC	Least Developed Countries
LTG	Long-term goal
LULUCF	Land use, land-use change and forestry
NDC	Nationally Determined Contributions
ODA	Official Development Assistance
PM	Prime Minister
REDD	Reducing Emissions from Deforestation and forest Degradation
SBI	Subsidiary Body for Implementation
SBSTA	Subsidiary Body for Scientific and Technological Advice
SIF	The Social Innovation Forum
UNCBD	United Nations Convention on Biological Diversity
UNCED	United Nations Conference on Environment and Development
UNEP	United Nations Environment Programme
UNFCCC	United Nations Framework Convention on Climate Change
WIM	Warsaw International Mechanism for loss and damage associated with climate change impacts

Chapter 1

Introduction

2015 is a crucial year for climate negotiations. The current agreement – the Kyoto Protocol – is in its final commitment period (2013-2020) and this year marks the deadline for world leaders to reach a new agreement. As the United Nations Framework Convention on Climate Change (UNFCCC) states this agreement could be in the form of “a protocol, another legal instrument or an agreed outcome with legal force under the Convention applicable to all Parties”¹, which will enter into force post-2020 in order to keep global warming below 2°C.

Over the year Parties meet at different sessions, the most recent one took place in Bonn in June and there will be another session in beginning September. These events all pave the way towards the 21st Conference of the Parties (COP) that will be held in Paris in December, where the negotiations will peak.

This report was written as part of the mandate of the Federation of Young European Greens’ (FYEG) Delegation

to COP 21; the report’s aims are threefold:

- to provide an introduction to the main aspects of the climate negotiations within the framework of the UNFCCC
- to introduce different stakeholders and their state of play within the negotiations
- to summarise the stand of negotiations six months before COP21

We hope you will enjoy it.

The chapters in the report are structured as follows: chapter two provides a summary of the history of COPs since the UNFCCC was created by the Parties following the Earth Summit in 1992. The third chapter assesses what is at stake in Paris. In the fourth chapter, we discuss the legal nature that a Paris deal could adopt. The fifth chapter provides a deeper analysis on a core principle guiding the negotiations: common but differentiated responsibilities. The sixth and the seventh chapters give an insight on the broader concepts of

¹ UNFCCC (2011) Decision 1/CP.17

mitigation and adaptation in the context of the UNFCCC negotiations.

The eighth chapter focuses on the CBDR principle and the notion that the implementation of the Convention worldwide needs financial mechanisms. This chapter is followed by a critical perspective on market mechanism, before moving on to discuss land-use, land-use change and forestry in the tenth chapter - giving an insight on the broader topic of

agriculture within the UNFCCC. To follow the eleventh chapter deals with another part of the Convention essential for its implementation, but often forgotten: education. The twelfth chapter focuses on the blockers in the UNFCCC process, divided in two parts: the countries analysed through their group position (Umbrella and EU) and the business and industry networks. Finally, we conclude and project possible scenarios for the COP in Paris.

Chapter 2

History of the COPs

Already decades ago it became apparent that our consumption and production patterns were not sustainable. In 1987, the Brundtland Report of the World Commission on Environment and Development² was published, which made the concept of sustainable development widely popular. In reaction to this, the “Earth Summit” was organised in 1992 in Rio de Janeiro. The Conference itself was called UNCED - United Nations Conference on Environment and Development. Its outcome resulted in three major steps in the history of global environmental policy: the creation of the UNCBD (United Nations Convention on Biological Diversity), the United Nations Convention to Combat Desertification and, most importantly for this report, the UNFCCC. The aim of UNCED was the ‘stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system’³.

² World Commission on Environment and Development (1987)

³ United Nations (1992), p. 6

In 1995 the first COP took place, which is the highest decision-making body of the UNFCCC. Within the negotiations states are referred to as the parties, who in the end will sign the convention. The result of the first COP was the “Berlin Mandate”, which led to the creation of the first legally binding agreement to reduce greenhouse gas emissions: the Kyoto Protocol (KP), which was adopted in 1997. After this adoption it took eight years until the ratification in 2005. It then entered into force, its first commitment period lasted from 2008 until 2012 with the aim to reduce around 5% of the emissions from six greenhouse gases compared to 1990 levels.

From 2007 to 2009 negotiations focused on discussing a post-Kyoto agreement. They ended dramatically in 2009 with the failure of COP 15 in Copenhagen. The talks resulted, after 13 hours of debate, in the “Copenhagen Accord”, which the delegates decided to “take note” of.

At COP 16, which took place in 2010 in Cancun, the “Cancun Agreements” were established. It was formally agreed to limit the rise of the global

temperature to 2°C compared to pre-industrial levels. Another huge success was the agreement on the Green Climate Fund (GCF) and the aims for it to provide 100 billion USD from 2020 on. The money should be provided by Global North countries to enable adaptation, capacity-building, etc.

COP 17 took place in 2011 in Durban. The most important decisions included the establishment of a second commitment period for the Kyoto-Protocol, the operationalization of the GCF and the agreement on the Ad hoc Working Group on the Durban Platform for Enhanced Action (ADP). According to this decision, a “protocol, another legal instrument or an agreed outcome with legal force under the Convention applicable to all Parties”⁴ should be produced by the end of 2015. The ADP divides itself into two workstreams: workstream 1 works on the post-2020 agreement and workstream 2 works on pre-2020 ambition. The location for COP 18 in 2012 was Doha, where the “Doha Climate Gateway” was the major outcome, which included the adoption of a second commitment period of the Kyoto Protocol and several other topics.

In 2013, Warsaw hosted COP 19. The work of the ADP continued and resulted in the invitation for Parties to prepare their Intended Nationally Determined Contributions (INDCs) for the post-2020 agreement. This COP was also sponsored by corporations, resulting in it being branded the “corporate COP”. A World Coal

Summit was even being organised by the Polish Ministry of Economy concurrently. In addition, the Minister of Environment, who was presiding the COP, was replaced, as the Prime Minister reshuffled his cabinet. This is why COP 19 was also labelled the “worst COP ever”. Furthermore, the criticism regarding corporations became even more visible when about 800 NGO delegates walked out of the talks, wearing shirts, saying “#COP 19. Polluter talk, we walk” and on the back “#Volveremos. We will be back.”

The most recent COP (20) took place in Lima in 2014. One of the main points was the discussion about the INDCs. In the end it was decided to “suggest” a scope, which meant that it was not sure what the INDCs would need to contribute and that only mitigation was set. At the end of the negotiations the “Lima Call for Climate Action” was launched, with a draft for the new possible agreement in the appendix.

A few months ago, the ADP met in Geneva where a draft agreement for Paris – 89 pages long – was produced. It should be noted that the entire text was written with brackets, redundancies and without stringency. Brackets ([]) are used in negotiations to show either different proposals or disagreement about specific topics. At the Intersessional in Bonn earlier this summer, Parties aimed to streamline and consolidate the text, in the two weeks of the conference the text was reduced from 89 to 86 pages.

Moreover, at the end of Bonn the co-chairs were authorised to further

⁴ UNFCCC (2011) Decision 1/CP.17

streamline the text, as it became obvious that negotiations were much too slow. This is remarkable, because the Parties previously had problems with what they called “co-chair driven” process, which in Geneva made them change to a “Party driven process”. In the end a Party driven process was experienced as too slow, therefore the authorisation.

In contrast to the 89 pages draft from Geneva that was an official document, the new draft is an unofficial document since it is written by the co-chairs. Thus it is called “Co-Chairs' Tool: A Non-Paper Illustrating Possible Elements of the Paris Package”⁵. It has reduced the text to 75 pages. Disregarding the fact that it is an unofficial document, it allowed a big step forward: it offers a structure for the new agreement. Now it is partly – but not completely – sure that the “Paris Accord” will be based on a hybrid approach, consisting of a COP decision and a legally binding agreement. It consists of a “Part I” for the draft agreement, “Part II” for a draft COP decision. Part III is for paragraphs on which there has been no consensus so far. There is no certainty on whether elements that are currently in Part III will get moved to the decision or the agreement, especially seeing that NGOs refer to Part III as “recycle bin” or as “trash bin”. Most accurate might be to call it “trash & recycle-bin”.

⁵ UNFCCC ADP (2015)

Chapter 3

What's at stake for Paris?

France was officially assigned as host country for the 21st Climate Conference (COP21 – 2015 Paris Climate Conference) during the COP19 in Warsaw. Under these circumstances, France is facing two challenges:

1. The responsibility of hosting thousands of delegates and observers under the aegis of the United Nations for two weeks
2. Acting as a facilitator among all parties to the negotiations, to ensure that an agreement is adopted unanimously under an atmosphere of confidence.⁶

At COP19 in Warsaw, it was decided that countries should submit their INDCs to the Paris agreement early in 2015, but the conference had failed to provide further guidance.

⁶ French Ministry of Foreign Affairs and International Development (2014)

In Lima at COP20, the UNFCCC was therefore tasked to provide guidance on the information countries would be required to provide for their INDCs to enable their assessment, if this would be through an international review of the INDCs prior to the adoption of the Paris agreement and what this assessment would look like. Furthermore, COP20 was supposed to develop a first draft of a negotiating text for the new agreement. However, due to disagreements, only very few of those tasks were actually completed in Lima.

In Warsaw at COP19, the “Warsaw International Mechanism for loss and damage associated with climate change impacts” (WIM) was adopted. In Lima, the COP20 approved a two-year work plan and decided on the permanent structure and composition of the Executive Committee of the WIM. The issue, though, is not mentioned, as it was agreed before, in the paragraphs of the Lima Call for Climate Action or in the elements paper attached. So we come to the conclusion that developing countries

did not get what they were fighting for in 2013 in Warsaw, since loss and damage are not listed as one of the elements of the COP21 agreement as its own section. "Loss and Damage" is therefore seen as part of adaptation.⁷ This causes problems as slow onset events such as ocean acidification and extreme weather events like typhoons are consequences of climate change, which do not allow adequate adaptation.

The stakes are very high for the Conference in Paris, because as a result it must the first time have an international binding climate agreement for limiting global warming to below 2°C, since with every degree above that the impacts of climate change become increasingly severe. However, 2°C still will cause massive disruption all over this planet. In fact, current negotiations reviewed the temperature target and found that 1,5°C would be better. COP21 is the best chance that is given to leaders to secure a strong international agreement which includes meaningful emissions reduction commitments based on national realities, a systematically monitoring plan for reviewing these commitments and a long-term goal. To achieve this, one focus needs to lie on mitigation, thus to limit the global warming to below 2°C. In 2020, the agreement will enter into force and the major goal is to make it sustain and enable long-term change.

In addition, France has taken the responsibility to help certain countries

that are struggling with their INDCs, so that each country can present a national contribution to the global effort against climate change. They continuously have to be realistic as it comes to their scope.⁸

Furthermore, another important objective of the COP in Paris (COP21) is the funding mobilisation of 100bln USD per year by developed countries, for public and private sources, starting 2020. This is not a new story because has been agreed since Copenhagen (COP15), but is going to be in practice in 5 years. These funds will build the Green Climate Fund. In Paris, the guidance of economic and financial stakeholders will be needed, in order to redirect their investments.⁹

Especially the EU has to raise the level of innovation and efficiency on products because it is the only area where the EU has an advantage. By continuing to have this advantage, the EU shields its economy from the global competition and tight supply of the key resources where the EU is poor. Also, the position of EU in the world depends on the cooperation and on the management of the EU's economic and social challenges within its states.

⁷ Ott. et al. (2014)

⁸ Parsons (2013)

⁹ French Government, COP21 (2015)

Chapter 4

Process of the negotiations: Equity/CBDR

The principle of “common but differentiated responsibilities”¹⁰ is stated in the Rio Declaration (Principle 7). It is reasserted in the preamble of the UNFCCC and in the article 3 as a guiding principle:

*“The Parties should protect the climate system for the benefit of present and future generations of humankind, on the basis of equity and in accordance with their **common but differentiated responsibilities** and respective capabilities. Accordingly, the developed country Parties should take the lead in combating climate change and the adverse effects thereof.”¹¹*

This principle means that all parties under the Convention have a common responsibility to address climate change. However, as the developed countries emitted the most GHG in the past – the so-called historical emissions^{12 13} – they have to assume a

bigger responsibility than the developing countries. The principle thus accounts for the notion of equity. The idea of differentiated responsibilities asks developing countries to:

1. Immediately reduce their GHG emissions
2. Provide new and additional financial resources to meet the agreed full costs incurred by developing country Parties in complying with their obligations
3. Assist the developing country Parties that are particularly vulnerable to the effects of climate change in meeting costs of adaptation to these adverse effects

¹⁰ United Nations (1992) p.2

¹¹ United Nations (1992) p.2

¹² Friedrich, J. and Damassa, T. (2014)

¹³ Explore historical emissions with the WRI's climate data explorer:
[http://cait.wri.org/historic/Country%20GHG%20Emissions?indicator\[\]=Total%20GHG%20Emissions%20Excluding%20Land-Use%20Change%20and%20Forestry&indicator\[\]=Total%20GHG%20Emissions%20Including%20Land-Use%20Change%20and%20Forestry&year\[\]=2012&chartType=geo](http://cait.wri.org/historic/Country%20GHG%20Emissions?indicator[]=Total%20GHG%20Emissions%20Excluding%20Land-Use%20Change%20and%20Forestry&indicator[]=Total%20GHG%20Emissions%20Including%20Land-Use%20Change%20and%20Forestry&year[]=2012&chartType=geo)

4. Facilitate the transfer of environmentally sound technology and know-how to developing countries (technology transfer)

The principle of CBDR is not a legal obligation. Though, it has provided the legal basis for the Kyoto Protocol's instruments and mechanisms designed to achieve the objectives of the Kyoto Protocol and the UNFCCC in general. In the KP, the first implication of the principle has been materialised through the differentiation between Annex 1 countries, which have internationally binding emission reduction targets and Non-Annex 1 countries, which do not have any commitments in the protocol but have to continue to implement the Convention's commitments "*in order to achieve sustainable development*"¹⁴. The CBDR is continually reasserted by the developing countries that are associating economic growth and the use of fossil fuels. The argument is that reducing their GHG-emissions would prevent them from growing economically.

However this binary geopolitical vision of international relations between developed/developing countries has changed since the time of the writing of the KP. The rise of newly industrialised countries gathered in the group BASIC (Brazil, South Africa, India and China) provides a new deal in the negotiations. BASIC countries are not only major emerging countries; they also became major emitters (since

2007, the CO2 emissions of non-Annex 1 regions bypassed the Annex 1 ones¹⁵). So, to reach an ambitious agreement, their commitments are essential. This is one of the reasons why they, along with the US, were the authors of the Copenhagen Accord and will continue to be one of the most influential players in the negotiations.

¹⁴ United Nations (1998) p. 9

¹⁵ United Nations (1998) p. 9 cf. Graph 1

Chapter 5

Process of the negotiations: Legal nature

Usually, decisions of the COP have the legal force of recommendations – meaning in plain terms that there is no action taken if a Party does not fulfil the decisions made by the COP. At times a decision enters into legal force and in most cases this means that it is legally binding; this is for example what happened to the Kyoto Protocol.

On this basis, it is legitimate to ask what will happen to the 2015 agreement. Should it incorporate the entire outcome of the negotiations in a legally binding agreement, or only parts (with the other parts in non-legally-binding instruments such as COP decisions)? Which parts of the outcome can be framed as legal commitments? What happens to the legal form in case of an evolution of the outcome? What are the “entry into force”- requirements?¹⁶

Based on the structure of the current unofficial negotiation text that includes a draft agreement and a draft COP decision, it is fair to argue that the strategy is to wait and see what the

Parties want to pledge and decide based on this how binding these contributions should be. Equally, this is the idea for Paris: deciding the legal character after the content is known. At this point it looks like that there will be a binding core agreement, with other additive agreements around it.

All in all, there is no consensus regarding what the “legal force” should be. The US, for example, might be in favour of legally binding methodologies but not in favour of binding emission reduction targets. Furthermore, it is highly possible that the current approach will mix bottom-up and top-down approaches. Bottom-up is what we see in countries “just” pledging something that they could do. Top-down would be a forced reconciliation to achieve the two degrees goal.¹⁷ As Dr Harro van Asselt from the Stockholm Environment Institute argued:

“The ‘agreed outcome with legal force’ language was inserted last minute in Durban to bridge

¹⁶ Bodansky, D., Day O’Connor, S. and Diringer, E. (2014)

¹⁷ Bodansky, D., Day O’Connor, S. and Diringer, E. (2014)

*differences between the EU and India. However, the problem is that not all countries would like to have everything included under such a 'legally binding deal' ... One key question is whether INDCs [Countries' proposals for reducing emissions after 2020] are part of the 'legally binding' part, or whether they are agreed through other means (e.g. COP decision or Appendix or – as some have suggested – informal documents)*¹⁸

There are several options for the core agreement. First, it could be a legally binding protocol. This would also mean that there is a need for a ratification process. Even if it is the most desirable and strongest outcome, there are several risks. A protocol might be less ambitious as sovereignty issues of the countries are connected with a legally binding protocol. This means that they, on an international level, would lose some of the freedom they currently have. Moreover, countries need to agree to a protocol, which might lead to two tracks inside the negotiations: one with Parties under the new protocol, the other track for Parties outside the protocol.

The second option would be “another legal instrument or an agreed outcome with legal force”¹⁹. This might result in a change of the Annexes of the Convention from 1992, or simply a decision of the COP. A change of the Convention would lead to a legally

binding result, as the convention itself is legally binding. Regarding COP decisions, there is a consensus of the Parties needed. As the COP is only a legal instrument, these decisions would not be legally binding. The legal effect of COP decisions is also a case-by-case differentiation.²⁰

Then there is the question of the implementation of the INDCs. If they are provided in an agreement they would change to Nationally Determined Contributions (NDCs), as they are not intended anymore. An Annex is one possible option. However, as it seems, that the NDCs might differ in the scope, several Annexes would be needed. This would only need a small amount of cooperation of the Parties, but also raises the disadvantages of every legally binding treaty. Furthermore, the NDCs would need to be ready before Paris.

Another way to include the NDCs in a new protocol is using national schedules. These could be integrated in the protocol after its adoption. This offers more flexibility to Parties as Annexes. A review of the NDCs could easily be implemented as well as a “no backsliding” principle, which means that countries cannot lower their contributions. In other words, NDCs would be outside of the protocol but at the same time binding with a provision in the protocol. This would also allow adjustments in the post-Paris period and an update at every COP. Two other options, an anchoring to a COP

¹⁸ Webster, R. (2015).

¹⁹ UNFCCC (2011) Decision 1/CP.17

²⁰ Maljean-Dubois, S., Wemaëre, M., and Spencer, T. (2014)

decision or in and information documents (explanation what these are needed) would be very weak compared to this.²¹ Moreover, there is the possibility of sanctions if a Party does not fulfil its targets. The compliance systems are always a matter for discussion, but without compliance, there is also no possibility to pressure countries to fulfil their targets.

Finally, an important discussion is whether the new agreement will have a top-down or a bottom-up approach. A top-down approach in the Paris agreement would mean to have a strong multilateral institution. The agreement would also include legally binding commitments for as many national governments as possible. To enhance effectiveness, such an agreement would need to also apply monetary or trade sanctions in case countries do not fulfil their commitments. However, after the failure of Copenhagen it seems unlikely that we reach a top-down agreement. In the case of a bottom-up approach, the agreement would include unilateral pledges of mitigation action and domestic mitigation policies, which could be linked among different countries. A third possibility is a hybrid approach made of top-down and bottom-up element. This could, for example, be a legally binding agreement with systems in case of non-compliance, with the INDCs anchored outside of the protocol.

Taking all this into account it is a hybrid agreement that has the highest chances to come out of Paris, especially seeing that the current negotiations circle around an unofficial working paper that contains such an agreement.

²¹ Maljean-Dubois, S., Wemaëre, M., and Spencer, T. (2014)

Chapter 6

Process of the negotiations: Human rights

Human rights include the access to water, rights to food, to health, to housing, and to a healthy environment, and even the to self-determination and to life. Climate change reduces the availability of water, changing weather patterns reduce the food production and therefore restrict the access to food, more extreme weather patterns can destroy houses, ocean acidification lead to changes in sea life and therefore affect people livelihoods and in some cases forces them to move. The UNFCCC states in Article 2 the aim to “ensure that food production is not threatened and to enable economic development to proceed in a sustainable manner”.²² Article 3.1 of the convention also recognises the needs of current and future generations.²³

Since the adoption of the Convention human rights has established itself as an increasingly important aspect within the negotiations. One example is COP 16, where in Decision 1/CP.16 it is pronounced that: “Parties should, in all climate change related actions, fully

respect human rights”.²⁴ Widening our view within the negotiations, human rights related issues such as gender equity, or gender sensitivity²⁵ as it is often called in the talks, and the protection of vulnerable groups²⁶ were on the agenda and ensured several times at last year’s COP.

The current draft text, which is an unofficial working document, is separated into three parts. The first for the general agreement, the second for a COP decision and the third one for content, which could no be allocated to one of the other parts so far. To make human rights legally binding for the agreement, they need to be under the general objective of the agreement i.e. the general agreement. So far, the central paragraphs for human rights are element of the third part of the draft text. This allows two interpretations. The first, a pessimistic assumption that human rights are not part of the negotiations anymore. The second, a more positive assumption that it could

²² United Nations (1992) Article 2.

²³ United Nations (1992) Article 3.1

²⁴ UNFCCC (2010): Decision 1/CP.16.

²⁵ UNFCCC (2011): Decision 5/CP.17;
(UNFCCC 2014): Decision 18/CP.20.

²⁶ UNFCCC (2012): Decision 5/CP.17;
(UNFCCC 2012): Decision 3/CP.18.

not be decided if it should be part of the agreement or the COP decision.

Having human rights as a part of an international legal agreement offers two advantages: first if the signed document is legally binding the protection of human rights is too. For this to happen it needs to be mentioned on the core text of the agreement not in the preamble. Secondly it offers a new channel for much stronger communication urging states to protect human rights and

since human rights are connected to future generations – also known as intergenerational equity – it offers a pressure point to push for an ambitious agreement.

If you would like to read more about how human rights and the climate crisis are interconnected please read the following article:

http://www.ecosprinter.eu/blog/human-rights-in-the-climate-talks/_ftn6

Chapter 7

Process of the negotiations: Mitigation

Mitigation – how to limit, stop, or reverse the rate of climate change – is at the core of climate negotiations. A reduction of our emissions is needed in order to counter the adverse impacts of climate change, as the IPCC claims “the principal driver of long-term warming are the total cumulative emissions of CO₂ over time”²⁷ and in order to limit this aggressive mitigation is needed. The first global agreement to reduce GHG emissions came in 1997 with the signing of the Kyoto Protocol. Discussions during the negotiations take place under the ADP. Much of the debate around mitigation circles around two questions: reduction targets and who should reduce emissions.

7.1 Reduction Targets

Under the first commitment period of the Kyoto Protocol (2008-2012) Annex 1 parties agreed to reduce emissions

by an average of five per cent against 1990 levels and in the second commitment period (2013-2020), parties committed to reductions at least 18 per cent below 1990 levels. Looking at the first period of these commitments it seems like about half of the Parties made cuts to reduce their emissions²⁸, however the uncertainty of whether these commitments will not be enough to curb the growing impacts of climate change is growing.

For many years scientists have agreed that keeping global warming under 2C is a viable target. However, both the IPCC in its 5th report²⁹ and UNEP (2012) argue that this might not be enough and started calling for a revision to a 1,5C goal, and names the discrepancy between Parties’ commitment and what is needed the “emissions gap”. Business as usual and emission reduction proposals will not be enough to stay under 2C. Furthermore, the European Parliament flags in their report on the climate

²⁷ Herold, A. et al. (2014)

²⁸ Clark (2012); EEA (2012)

²⁹ IPCC (2014)

negotiations that the fact that there will not be an even temperature rise across the earth means that even though the average temperature rise might be 2C there could be places that experience rises of 4C, which would result in vulnerable societies and pose a threat to human security and economy.

According to the European Parliament's report³⁰, the aggregated reduction targets of the Annex 1 Parties will produce a 3-16% reduction in 2020 depending on how the rules in the Kyoto Protocol are accounted for: conditional, unconditional, lenient, or strict. Reaching an agreement on this is of great importance to attain real GHG reductions and pave the way for a new agreement with the potential of reversing the rate of climate change.

Moreover, further reductions are blocked by a surplus of assigned amount units (AAU)³¹. As unused allowances from the first commitment period can be used in the second, there is a possibility that for example formally centrally planned economies in Europe now can emit more than they used to while developing economically. To counter these tendencies, a decision was made in Doha in 2012 to limit the transfer of units the second commitment period and several countries such as Australia, Norway and the EU-27 decided not to purchase AAUs from other countries. Likewise, emissions from land-use, land-use change and forestry (LULUCF) have

not been taken into account in many of the calculations and it is estimated by the European Parliament report that this omission has had a significant impact on the positive reduction numbers. The EU is now planning to take LULUCF into account, yet the INDC does not yet clarify how this will happen.

In 2014 there were neither submissions to the work programmes to clarify emission reduction targets of Annex 1 countries under SBSTA nor any submissions to further the understanding of NAMAs under SBI. Instead Parties submitted their point of views under the ADP.

7.2 Who should reduce and why?

The second large question within the field of mitigation is the issue of historical emissions and who should bear the responsibility for reducing emissions. Many developing countries argue that the aggregated emissions that are now causing climate change were primarily the result of developed countries' industrialisation and economic development. Thus, they should take more responsibility in reducing emissions, what is in the UNFCCC called common but differentiated responsibility. As discussed earlier in this report, should developing countries be subject to not being able to develop economically and achieve the same standard of life as in developed countries? Moreover,

³⁰ Herold et al. (2014)

³¹ AAU is a tradable unit that represents an allowance to emit greenhouse gases.

developing countries do not have the same access to finance because of their history. G77-China has a clear stand on this issue, arguing that historical responsibility is important and that the negotiations for a post-2015 agreement should focus on Annex 1 Parties adopting restrictive policies to reduce emissions covering all sectors of the economy.

LDCs have asked developed countries to align their reduction targets with 2C, while they themselves have committed to voluntary Nationally Appropriate Mitigation Actions (NAMAs). In turn developed countries have called upon emerging developing countries to have ambitious policies on mitigation and increase the transparency³². In Doha, a work programme to understand the diversity of LDC's NAMAs was established, looking to improve capacity building, funding etc. since only a few have been implemented. Most recently in Warsaw the LDCs were called upon to submit their NAMAs and raise their ambitions. It looks like the situation between developing and developed countries is the same leading up to this year's negotiations.

³² Herold, A. et al. (2014)

Chapter 8

Process of the negotiations: Adaptation

Historically, societies have long been adapting to changes in the weather, however with the current rate projections of climate change wider measures will be necessary. As the IPCC points out there are some planned adaptation projects though on a limited scale. There are high expectations for low-cost high benefit adaptation solutions, but global estimates of this are limited.³³ The capacity to adapt is also closely connected to social and economic development meaning that many of the most vulnerable states cannot pursue the adaptation projects that would be needed to protect them from the impacts of climate change.

A growing body of academic literature and scientists (see for example Lamhauge, N., Lanzi, E. and Agrawala, S. 2012, Tompkins and Adger 2005, Hill and Engle 2013) argue for the vital position of robust public policy and public institutions in order to successfully implement effective adaptation measures. These policies can be held back by financial

constraints, behavioural biases, political situations and constraints. Yet it is important to underline that even developed countries with stable economies and progressive public policies remain vulnerable to climate change and extreme events. The unpredictability of the climate causes events that Donald Rumsfeld would call “unknown unknowns”, such as the heat wave that killed several people in Europe in 2003 or the 2005 Hurricane Katrina in the US.

8.1 Adaptation – Mitigation

While adaptation was on the rise, there were concerns that it would take away efforts from mitigation and communicate a green light to continue business as usual since it was possible to adapt to the current situation. It is therefore important to underline that adaptation is because of the impacts that we are already seeing from climate change, a necessary complement to mitigation. This is also

³³ IPCC (n.d.)

confirmed in many of the proposals in the negotiating text of the Ad Hoc Working Group on the Durban Platform for Enhanced Action that is currently taking place in Bonn, Germany:

“[...] adaptation needs are a consequence of the temperature rise that results from inadequate mitigation action by all Parties and that adaptation thus is a global responsibility.”³⁴

8.2 History

In the earlier years of the negotiations adaptation was not prioritised as Parties wanted more certainty on the impacts of and vulnerabilities to climate change. After the publication of the IPCC's 3rd Assessment Report adaptation became more important and the Adaptation Committee was set up under the Cancun Adaptation Framework in the Cancun Agreement to focus on the implementation of adaptation projects. Meanwhile SBSTA was responsible for carrying out the Nairobi Work Programme, which was created to assist parties in understanding and assessing their vulnerabilities and explore ways to adapt.

One of the most crucial issues with adaptation is funding, similarly to mitigation developing countries are arguing that they should receive financial aid from developed countries

for adaptation. In 2001 the Adaptation Fund was set up for this purpose, where the funding comes from CDM.

Last year the discussions on adaptation in Bonn and Lima focused on the architecture of the mechanisms what role adaptation will have in the next agreement. LDCs demanded specific finance commitments for developed countries, whereupon the developed countries replied that they did not agree and that they wanted to implement stricter monitoring and evaluation schemes to make sure that the money is spent effectively. Nevertheless a fundraising plan was established to raise USD80 million per year for 2014 and 2015.

8.3 Where are we at – stakes for Paris?

There are substantial concerns that there is a lack of sustainable sources of funding, stressed by both the LDCs and the Africa Group, especially in the light of the uncertainties surrounding a 3rd commitment period of the Kyoto Protocol and thus also the future of the Adaptation Fund as it could be moved from the KP to the Convention. LDCs therefore call for a clarification of the support that they can expect when implementing their NAMAs and the great importance of incorporating adaptation in the post-2015 agreement. More specifically the G77, BASIC, LDC and AILAC are focusing

³⁴ UNFCCC (2011): Decision 1/CP.17. p.3.

on adaptation for agriculture.³⁵ The EU on the other hand continue to argue for more comprehensive monitoring and evaluation methods of adaptation projects.

³⁵ Herold, A. et al. (2014)

Chapter 9

Process of the negotiations: Loss and damage

Loss and damage is about dealing with the impacts of extreme weather events as well as slow-onset events. Loss and damage is in effect the result of the failure to prevent climate change. It is the result of not committing to enough mitigation and therefore of increasing the impossibility to adapt. However it is not a new issue, it has been on the UNFCCC table since 1991. It was originally proposed by the small island state of Vanuatu as an insurance process to compensate against sea level rise. Nevertheless it was not until the 2007 COP in Bali that we started to associate loss and damage with climate change impacts and it was not until 2010 that the UNFCCC requested one of its body (the Subsidiary Body for Implementation, SBI)³⁶ to take up the issue and make recommendations at the following COP in Durban on its work programme. This included three thematic areas: risk assessment, ranges of approaches to loss and damage, and the role of the convention. The following year, in

Doha, the decision to establish 'institutional arrangements, such as an international mechanism' was passed within the context of a two-fold objective, increasing ambition on mitigation and adaptation to avoid loss and damage and creating an international mechanism for loss and damage.

Loss and damage was one of the main issues of COP19 in Warsaw. There were two sides, one (developing countries) wanting to establish a mechanism, the other (developed countries) wanting to build on existing institutional arrangements. The main difference between those two platforms is the amount of resources that is devoted to the matter. A mechanism would mean the creation of a whole new body within the UNFCCC process (like for the Clean Development Mechanisms, CDM), which would have its own budget, experts, research, and finance. Institutional arrangements would only look at building on the current relationship between the Parties of the COP and will look mostly at emergency relief, which therefore

³⁶ O'Brien, K. and Escalante, M.A. (2013)

excludes slow-onset events. Emergency relief also exclude non-economic losses (i.e. losses of culture, livelihood, life) and there is even a danger that countries will redirect development aid (mostly loans) towards emergency relief and not encapsulate the difference between natural and climate change induced events. This would also avoid the questions of compensating countries based on historical emissions. On the very last day of the negotiations, this issue ended in a confrontation between the US and the Philippines both representing two sides of the world. It was decided as a compromise to create the Warsaw International Mechanism on Loss and Damage (WIM) but that it would come under the Cancun Adaptation Framework and not on within its own framework. However this status along with its review, structure and effectiveness will be reviewed in 2016.³⁷

hope that this 2-year research plan will lead COP22 to help strengthen this mechanism.

At COP20 in Lima, the UNFCCC adopted the initial 2-year work-plan of the Executive Committee of the WIM and finalised its organisation and governance of its Executive Committee. However this work-plan only includes 'enhancing understanding knowledge on loss and damage, slow onset events, non-economic losses and risk management' ³⁸ ; and basically no concrete impactful action, only vague notions of finance. We can now only

³⁷ UNFCCC (2013)

³⁸ UNFCCC (2014): Initial two-year workplan of the Executive Committee of the Warsaw International Mechanism for Loss and Damage

Chapter 10

Process of the negotiations: Finance

Finance is one of the UNFCCC's central instruments to combat climate change: it allows for adaptation, for technology transfer etc. Finance is also at the core of climate justice. The historic use of fossil fuel generated capital, which accumulated in so-called developed countries. At the same time the effects of the climate crisis and the continuing fuelling of it causes affects poorer countries the most.

At COP 16, in Cancun, the Parties decided to set up the Green Climate Fund (GCF). From 2020 on it is supposed to provide 100 billion USD per year to finance mitigation, adaptation, and capacity building in developing countries. The money should be provided by developed nations. This burden sharing reflects the principle of CBDR (as discussed in chapter four).

The 100 billion USD will not come from public sources alone; a large share will also come from the private sector, which means there will be a shift. In the past, the discussions were mainly focused on a north-south public

finance flow, but now private finance is taken seriously into consideration.

From 2010-2012 there was a so-called Fast Start Finance. Its aim was to provide 10 billion USD per year, which was formally fulfilled. The main problem was that part of this money was not, as intended, new money but re-routed Official Development Assistance (ODA), which means that this money was counted twice, for the GCF and as ODA.

In Lima the GCF reached the critical level of 10 billion USD once again and it was decided that a Private Sector Facility under the fund should be allowed to motivate private sector and other actors to provide funding. Paragraph 4 of the Lima Call for Climate Action "urges developed country Parties to provide and mobilise enhanced financial support to developing country Parties for ambitious mitigation and adaptation actions, especially to Parties that are particularly vulnerable to the adverse effects of climate change; and

recognises complementary support by other Parties”³⁹.

So far, developed countries have been unable to make further commitments to the fund. There is also lack of mid-term finance. The large scale-up from 10 billion to 100 billion USD might also be difficult to handle for the fund, both regarding resources (logistics, HR) and regarding pledges. Furthermore, there are adaptation and mitigation costs, which are not covered so far.

Another question mark is the division of the money provided between adaptation and mitigation. Most of the money provided so far aims to reduce emissions, while adaptation costs currently mostly are not covered. Several proposals in the current negotiation draft call for more ‘adequate’ funding. Another one calls for a 50/50 division.

³⁹ UNFCCC (2014) Decision -/CP20 p.1

Chapter 11

Process of the negotiations: Markets

The 2015 agreement is expected to lay the ground for market mechanisms that will be decided during later COPs. Currently, the draft negotiation text mentions “enhanced Clean Development Mechanism (CDM+)”, the “Emissions Trading System (ETS)”, “REDD Plus”, “market mechanism in the land use sector”, “sub-national and regional emissions schemes” and “carbon pricing”. The exact content of these concepts are not very clear, as no wording has been put forward.

Discussions about a new market mechanism are being held under SBSTA, agenda item 13 contains the “Framework for Various Approaches (FVA)”, the “New Market Mechanism” and the “non-market based approach”. The FVA is expected to be a global carbon market in which you can exchange CO₂-certificates as currencies. The New Market Mechanism is not yet settled in its design. What can be expected is that it will be an Enhanced Clean Development Mechanism (CDM+), which is what the EU and Brazil are promoting. The Clean Development Mechanism is currently a market

mechanism under the Kyoto Protocol based on the premise that emission-reduction projects in developing countries could earn certified emission reduction credits. These saleable credits can then be used by industrialised countries to meet a part of their emission reduction targets under the Kyoto Protocol. This allows non-domestic reductions, known as offsets. The CDM changed to a mechanism that therefore delays domestic climate action. CDM project so far needed to claim “additionality”, meaning that the project would not have happened, if it would not have been introduced through this project. As the future is unknown, this allows for turning “stories of an unknowable future into bankable carbon credits.”⁴⁰ The offsets done in the past lead to a point where there were nearly as much tradable carbon credits available on the market as there were credits needed to keep emissions at status quo level. Consequently, the prices went down to a minimum, making the CDM an ineffective mechanism. In addition it should also be noted that

⁴⁰ s.n. (2011): Carbon Offsets

several CDM project have been subject to human rights abuses.

The discussions on markets are not held under the ADP because the mandate does not cover it. Inside the ADP negotiations so far questions relating to carbon markets have arisen primarily in the context of emissions accounting. At the most recent Lima COP the FVA discussions hit a deadlock after negotiators disagreed on whether these talks should continue in SBSTA or be transferred to the ADP. Some parties did not want to continue with the technical discussions since they believed it would pre-judge outcomes under the ADP and the inclusion, or not, of markets in the new climate agreement

Problems with market mechanisms can also be caused by “surplus Assigned Amount Units”, also known as hot air. These certificates come from the first commitment period of the Kyoto Protocol. They represent emissions that were reduced over the given later of reductions. These units are mainly owned by Russia, Ukraine, and Poland. How these will affect the new

treaty is unclear so far, but it is certain that this issue will come up in 2018 or 2019, when the current spare-agreement will come to an end. This spare agreement says that the surplus AAUs are “saved” on an “account” until 2019. Some of these credits can be used in the current commitment period of the Kyoto Protocol, but the majority is save on these “accounts”.

For carbon markets to continue to grow post-2020 it would be important that the Paris agreement at the very least do not disqualify international transfers as a way for Parties to implement their nationally determined contributions. An affirmative recognition that parties may employ market mechanisms would provide a positive signal although some parties, including some favouring the use of market mechanisms, do not believe this would be legally required to move forward with market tools. The Paris agreement could consider establishing a process to agree common accounting standards, and other relevant measures, at a later stage. Any such agreement, however, would need to overcome the divergent views on the use of markets.

Chapter 12

Process of the negotiations:

Land-use, land-use change, forestry, agriculture, REDD

Human activities impact terrestrial sinks⁴¹, through land use, land-use change and forestry (LULUCF) activities. Consequently, the exchange of CO₂ (carbon cycle) between the terrestrial biosphere system and the atmosphere is altered. LULUCF is a set of rules determining how Annex I Parties account for emissions from their land and forests and has long been recognized as a way to achieve mitigation. CAN International observes that in the first commitment period of the Kyoto protocol, the voluntary nature of accounting is being exploited by Annex I Parties to obtain credits without accounting for debits. In the second commitment period, Annex I Parties are trying to change the rules to avoid accounting for increased emissions. Either way, LULUCF is being used to falsely exaggerate emission reductions and it plays a significant role in undermining Annex 1 mitigation efforts.⁴²

Concerning the agreement sought in Paris, the logic does not seem to

⁴¹ Terrestrial sinks is the overall term to describe that CO₂ is stored in the Earth's surface, i.e. in the soil, in forests etc.

⁴² s.n (2011): LULUCF

change, as the EU's INDCs takes LULUCF into account. Fredericco Brocchieri, journalist in the program Adopt a Negotiator, explains that: *"Several analysts actually agree that LULUCF may account almost 5% of the overall 40%, thus representing between 12-13% of the target."*⁴³. This represents a shift for the EU, since LULUCF was not part of the 2020 targets.

REDD (Reducing Emissions from Deforestation and Forest Degradation) developed from a proposal in 2005 by a group of countries lead by Papua New Guinea calling themselves the Coalition for Rainforest Nations. Two years later, the proposal was taken up at the COP13 in Bali. In December 2010, at COP16, REDD formed part of the Cancun Agreements, in the Outcome of the Ad Hoc Working Group on long-term Cooperative Action under the Convention. REDD is based on the idea that governments, companies or forest owners in the Global South should be rewarded for keeping their forests instead of cutting them down. The problem is that the payments are

⁴³ Brocchieri, F. (2015)

not for keeping forests, but for reducing emissions from deforestation and forest degradation. This is very controversial because it opens up the possibility, for example, of logging an area of forest with endemic biodiversity for projects like mining or cattle ranching but compensating for the emissions by planting industrial tree plantations somewhere else.⁴⁴ During COP19, the Parties extended the mechanism and renamed it REDD+. Each of these “plus points” has potential drawbacks as well⁴⁵:

- **Conservation of forest carbon stocks:** it may sound positive, however the history of the establishment of national parks on behalf of conservation concerns includes large-scale evictions and loss of rights for indigenous peoples and local communities. The concern is that forests are viewed simply as carbon storage rather than ecosystems.
- **The Sustainable management of forests** could include subsidies to industrial-scale commercial logging operations in old-growth forests, indigenous peoples’ territory or in villagers’ community forests.
- **The Enhancement of forest carbon stocks** could result in conversion of land (including forests) to industrial tree plantations, with serious

implications for biodiversity, forests, and local communities.

In order to avoid these drawbacks and to achieve an effective implementation of REDD+, the Parties decided on safeguards. However, CAN International warns that “Currently, there is minimal guidance on the system for providing information on how REDD+ safeguards are being addressed and respected.”⁴⁶ Additionally, the private sector is lobbying to finance REDD+ through carbon trading, which could have vast implications on how the safeguards are being adhered to.

During the Smart-Agriculture conference in Montpellier (16-18 March 2015), Laurence Tubiana, French negotiator, announced: “*The objective for Paris would be to have a work programme in agriculture and a mention of how agriculture and food security can be addressed through mitigation and adaptation*”⁴⁷. The topic of agriculture has for a long time not been discussed within the UNFCCC. This question was raised during COP17 in Durban, where the parties requested the SBSTA to consider issues relating to agriculture, with the aim of exchanging views. Since then, the body is running scientific and technical work. However, it seems that the Parties are not willing to include agriculture in the Paris agreement since the draft text from Geneva only mentions this topic once and in a way

⁴⁴ s.n. (n.d.): REDD : An Introduction

⁴⁵ s.n. (n.d.): REDD : An Introduction

⁴⁶ Harris, S. (2014)

⁴⁷ Park, P. (2015)

to “support the integration of climate objectives into other policy-relevant areas and activities such as [...] agriculture [...]”⁴⁸.

At the Bonn Climate Conference in June 2015, the topic of land grabbing was highlighted several times by civil society, especially in correlation to the term “net-zero emissions”. Carbon neutrality, or having a net zero carbon footprint, refers to achieving net zero carbon emissions by balancing a measured amount of carbon released with an equivalent amount sequestered (by forests, moors or oceans) or offset, or buying enough carbon credits to make up the difference. Adding “net” to a goal of “zero emissions” may prove to be a trap that delays real climate action, and which could drive devastating land grabs and hunger through the large-scale use of land, biofuels and biomass to absorb rising carbon dioxide emissions. Instead of requiring real emissions cuts, “net” counting could allow for business-as-usual greenhouse gas emissions, offset by massive-scale mitigation through the land sector.

⁴⁸ UNFCCC (2015) p.34

Chapter 13

Process of the negotiations:

Article 6

Article 6 of the UNFCCC on Education, Training and Public Awareness calls on governments to develop and implement education (formal and non-formal) and training programmes, including the strengthening of national institutions, training of scientific, technical and managerial personnel, as well as implementing public awareness programmes on climate change and its effects.⁴⁹ All Parties are responsible for the implementation of Article 6 of the Convention. The article consists of six elements, which all build upon and strengthen one another⁵⁰:

1. Education
2. Training
3. Public awareness
4. Public access to information
5. Public participation
6. International cooperation

The capacity to implement Article 6 related activities will vary among countries, as will the priority of thematic areas and target audiences. Likewise, the implementation will

depend on countries' sustainable development priorities and the culturally preferred methods of programme delivery, all in order to maximise the expansion of people's understanding of climate change issue. Thus Article 6 is incredibly important to achieve the ultimate objective of the Convention: to reduce the effects of climate change, and to effectively implement adaptation and mitigation actions.

The Doha Work Programme is an eight-year work programme on Article 6 of the Convention that recognizes the *"importance of taking a long-term, strategic and country-driven approach to education, training and skills development"*⁵¹, and invites Parties to *"prepare a national strategy on Article 6 of the Convention"*⁵² by nominating a national focal point responsible for the implementation of the national strategy. The COP, through the SBI, will undertake a review of progress on the implementation of this work programme in 2020, with an

⁴⁹ UNFCCC Subsidiary Body for Implementation (2012)

⁵⁰ UNFCCC Subsidiary Body for Implementation (2012)

⁵¹ UNFCCC Subsidiary Body for Implementation (2012) p. 2

⁵² UNFCCC Subsidiary Body for Implementation (2012) p. 7

intermediate review of progress in 2016, which you can find [here](#). The assessment of the usefulness of the annual in-session dialogue on Article 6 of the Convention will constitute part of the review in 2020. However, as Camilla Born from United Kingdom Youth Climate Coalition underlines: *“using national focal points as an accountability mechanism, it has a reasonable amount of safeguard measurements but unfortunately falls short on binding language.”*⁵³ Today, the list of national focal points is still incomplete, the contact details are not available and the last update dates back to 2012.

⁵³ Born (2012)

Chapter 14

Who is blocking the negotiations inside the UNFCCC?

14.1 Countries

14.1.1 Umbrella Group

The umbrella group is a loose group consisting of industrialised non EU-countries, made up of the United States, Japan, Canada, Australia, New Zealand and Russia. Sometimes Ukraine and Kazakhstan are counted as members of this group as well. None of them can be casted as the most enthusiastic countries, if it comes to ambitious climate policy. In fact these are some of the countries blocking progress in the climate negotiations the most. One example regarding their given importance to UNFCCC is their action vis-à-vis the Kyoto Protocol. The US withdrew from it in 2001, and in 2011 Canada took the same step after it became obvious that they would not be able to fulfil their reduction targets.

One of the group's main arguments is that it is not only developed but also developing countries that should undertake quantified emission reduction commitments. They do not

take into account the fact that the developed nations produced 80% of the existing greenhouse gases to allow an unsustainable lifestyle. This causes one big part of the so-called "firewall". This term relates to the distinction between developed and developing nations, which is also stated in the Annexes of the Convention. A distinction like this should not exist in the group's opinion, negating historical responsibility and arguing on the basis of emissions of the day. The Umbrella Group argues furthermore that China needs to be part of any deal for absolute emission cuts; otherwise the Group will not be part of the deal.

At COP 20 in Lima, the Umbrella Group "was the least willing to make concessions on these issues, out of concern over potential financial implications."⁵⁴ COP 19 was the first COP at which mitigation pledges of developed countries were scaled down. Before COP 19, the government of Australia under Prime Minister Abbott announced that it would cancel the already weak climate policies of the

⁵⁴ Weischer, L. and Kreft, S. (2015)

former government. Japan's Government used the nuclear accident in Fukushima as argument to weaken its reduction targets for 2020. Effectively this leads to an increase of emissions of 3.1 % by 2020 compared to 1990 levels. At the same time, US and Japan were trying to get adaptation and loss and damage out of the negotiating text in Lima.

Canada left the Kyoto Protocol at COP 17, when it became clear that it would not reach its climate targets for the first commitment period due to the production of tar sands. Later on the Canadian Prime Minister Harper announced: "Under the current circumstances of the oil and gas sector, it would be crazy, it would be crazy economic policy to do unilateral penalties on that sector. We're clearly not going to do it"⁵⁵. This should make Canada's role in the negotiations clear, also because its energy production and consumption heavily relies on tar sands - an unconventional to extract oil, producing high GHG emissions and devastating large areas of Canada's countryside.

Moreover, Australia tried to block the discussion on Loss & Damage in Warsaw, effectively provoking the G77 to walk out of the negotiation session. After the text was negotiated, Australia's negotiators asked to bracket everything, which underlines they have concerns about the entire issue. Recently, with a change of government, Australia scrapped their carbon tax legislation, and PM Tony

Abbott mentioned that he does not wholeheartedly believe in climate science, although he relativized this sentence later on.

Russia has, due to the degrowth of the economy after the fall of the Berlin Wall, made huge emission reductions under the first commitment period of the Kyoto Protocol. This overachieving of their emission reduction led to a surplus of assigned amount units (AAUs). Russia wanted to use them in the second commitment period of the KP, which would have effectively lead to no reduction targets from the side of Russia in the end. Now these surplus AAUs are saved until 2019, which means this discussion will come up at this point again. Because of this they tried to block the final agreement at COP 18, as it needed to be adopted by consensus. Russia's objections were ignored by the Presidency back then, leading to the blockade of total negotiation track at the Intersessionals in 2013.

It is evident, that the main actors blocking the negotiations in the end are not necessarily the countries themselves, but that their governments are being heavily lobbied by corporations with vested interests and that in many cases it is those corporations that finance political campaigns.

⁵⁵ McDiarmid, M. (2014)

14.1.2 European Union

The EU is a unique political group in regards to the way it participates in the UNFCCC. Inside the negotiations every country of the EU is represented and is allowed to speak, however, it is the only group to submit combined targets. Indeed national targets are negotiated prior to COPs and come as a final package when inside the UNFCCC. To illustrate, for the Kyoto protocol it was a 20% cut in greenhouse gas emissions compared with 1990, 20% of total energy consumption from renewable energy and 20% increase in energy efficiency. This year, in order to submit their targets in the lead up to Paris and hopefully a new protocol, the EU has come to an agreement and has declared the following as its key targets⁵⁶ for 2030 and beyond:

- At least 40% cut in greenhouse gas emissions compared with 1990
- At least 27% of total energy consumption from renewable energy
- At least 27% increase in energy efficiency
- Long-term goal: by 2050, the EU aims to cut its emissions by 80-95% compared to 1990 levels

Compared to most countries, these could be seen as ambitious targets; however, the EU is not as constructive and ambitious as it might appear. For example, contributions to developing

countries or countries that are already being heavily hit by climate change induced extreme weather events and slow-onset events (i.e. loss and damage, see chapter 9) are far from living up to the promises. The notion of 'loss and damage' is simply absent from the EU target document published this year⁵⁷.

Moreover, it took over three years to collect 50% of 10% (UNFCCC logic) of the 100 billion USD contribution by developed countries for the GCF due in 2020. The EU might not be in a situation to raise its mitigation ambition without risking an economic downturn, unless the rest of the world does so. However, helping more countries to raise their ambitions by supporting them financially could compensate this lack of potential action. It is not clear either what proportion of the GCF's funds that should go into adaptation, as the adaptation fund mostly gets its money through a share of the proceeds from CDMs⁵⁸, which is very low compared to the 100 billion USD of the GCF; and loss and damage is simply not included in the GCF at the moment.

Another issue relates to historical emissions and climate impacts. As we have seen above developing countries are being hit by climate change created by developing countries. CO2 can stay in atmosphere for 200 years, which means it can create damage for a very long time as it accumulates over the years. Developed countries having

⁵⁶ European Commission (2015)

⁵⁷ Brugger, S. (2015)

⁵⁸ UNFCCC (2014) Adaptation Fund

been the first to produce carbon emissions are therefore responsible for more historical emissions than developing countries. It is thus a reasonable assumption to think that they should compensate the countries being hit by climate change proportionally to what they consumed; but they are doing anything they can not to do so.

14.2 Corporations – BINGOs

According to Richard Heede, 90 companies are responsible for 2/3 of global CO₂ emissions⁵⁹, hence it is fair to say that the business model of these corporations contradicts the core aim of the UNFCCC, namely the “stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system”⁶⁰. As this aim is only reachable in the very long-term, another long-term goal (LTG) have been announced. This LTG is to be reached in 2050. What the exact content will be is however not sure yet – discussions range from 100% renewable energy to zero emissions. A growing amount of sources argue that in order to fulfil the Convention fossil fuels need to stay in the ground: from 2/3 of the existing fossil fuel reserves⁶¹ to that 30% of oil, 50% of gas and 80%

of the so far known coal reserves need to stay in the ground.⁶²

The World Health Organization managed the problem of business models contradicting its central aim by creating the Tobacco Convention. Through this they banned tobacco lobbyists from playing a part in global health policy deliberations, as there is a “fundamental and irreconcilable conflict between the tobacco industry’s interests and public health policy interests”⁶³. The UNFCCC could therefore, we argue, adopt a similar principle regarding fossil fuel companies. However, within the current UNFCCC framework, business and industry are considered a sub-group of the civil society – the BINGO's. BINGO stands for „Business and Industry Non Governmental Organizations“. Assigned as NGOs they are officially seen as part of the civil society, despite the fact that all other NGOs are calling for stronger climate targets. Looking at the active BINGO groups in the negotiations⁶⁴, this is not the case:

- **The IPIECA:** the International Petroleum Industry Environmental Conservation Association. The companies represented by this organisation are mainly from the oil and gas sector. They try to frame themselves as a group taking

⁵⁹ Goldenberg, S. (2013) ; Heede, R. (2014)

⁶⁰ United Nations (1992) Article 2.

⁶¹ International Energy Agency (2012)

⁶² McGlade, C. and Ekins, P. (2015)

⁶³ World Health Organization (2013) p. 2

⁶⁴ The following summary is based on the following reports: Corporate Europe Observatory, Transnational Institute (2013) ; Corporate Europe Observatory, Transnational Institute, Friends of the Earth International (2014)

social and ecological responsibilities. Its main members are, inter alia, BP, Chevron, Eni, ExxonMobil, Shell, Repsol and Santos.

- **The World Coal Association (WCA)** is similar to the IPIECA - the difference is that they want to embrace coal as an element gearing towards a sustainable development by labelling it 'clean coal'. The difference between coal and 'clean coal' is not visible. Members of the WCA are for example Anglo American and Glencore International.
- **EUROGAS**, the European Union of the Natural Gas Industry, represents the European gas industry. They argue that gas and shale gas despite its serious impact on society and the environment, are solutions for the climate crisis. Members of EUROGAS are, among others, GDF Suez, Eni, Eon, Shell, Total.
- **The Union of the Electricity Industry** is the umbrella group for electricity producers. They strongly support market mechanisms as many electricity companies can gain huge windfall profit from the failure of the European Emission Trading Systems.
- **The Carbon Capture and Storage Association**, as its name says, is in favour of promoting CCS techniques. One of their biggest successes was the implementation of CCS in the

CDM, now allowing new coal to offset its emissions. Its main members are Chevron, GDF-Suez, Eon, Vattenfall, Alstom.

- **Business Europe** is the umbrella group for national employers organisations as well as big corporations such as Daimler, ExxonMobil, Statoil and many more.⁶⁵ In Europe it is one of the most powerful business lobbies. On a EU-level its aim is to weaken every environmental policy proposed. It is trying to block the UNFCCC process by demanding a deal that will completely ignore historical responsibilities. Its members are EU national federations of businesses.
- **The World Business Council for Sustainable Development** is a network of several influential CEOs. At UN conferences, they oppose legally binding standards for social and ecological problems. They also organize the 'Global Business Day', which is a large lobbying opportunity for corporations. Its main members are Siemens, Apple, BASF, Total and Veolia.
- **The International Chamber of Commerce** drives a neoliberal agenda to deregulate international trade and investment. They want a climate policy covering all major emitters, without regards to

⁶⁵ For a full list of corporations see: <http://www.businesseurope.eu/content/default.asp?PageID=604>

historical responsibilities and equity.

- **The Global Alliance on Climate Smart Agriculture:** “climate-smart” here implies agriculture on an industrial scale, including high-inputs (including the use of fertilizers derived from fossil-fuel) and monoculture planting with GMO. This greenwashing overshadows other more sustainable solutions. It is composed of multinational corporations and groups such as Danone, the Fertilizer Institute, the lobby Croplife (including Monsanto, Syngenta and McDonald’s).

To understand how fossil fuel companies managed to raise this much influence within climate negotiations, it is important to go back to the rise of environmental liberalism in the negotiations. Indeed, the development of market mechanisms is at the heart of their triumph. From the KP on, Parties agreed to use the market in order to implement their commitments. The idea of commodifying nature (the atmosphere, ecosystemic services etc.) did not emerge without the influence of big corporations. However, not every corporation is trying to weaken climate targets, the renewable energy sector for example has a strong interest in stronger reduction targets. However, for big polluters it is more in their interest to promote ‘false solutions’, arguing that they would help to solve the climate crisis. Those false solutions include the promotion of REDD, nuclear energy, carbon capture storage and carbon markets, which do

not cut emissions, but open possibilities for corporations to withdraw from reductions by using offsetting or technical mechanisms. These ‘solutions’ do not tackle the source of consumption and productions patterns but reinforce them. In the case of REDD, corporations can pay governments for reducing deforestation by protecting specific areas and therefore ‘store’ emissions. Equally, the high social and ecological risks associated with nuclear energy production are ignored by the industry. CCS intends to capture CO₂ from either the atmosphere or directly from coal plants and store it in the ground – something which is also known as ‘clean coal’. In the long run it allows for higher emissions from coal over all. Lastly, carbon markets can be seen as ambivalent. The possibility for strong reductions through markets exists – but only with strong regulation and this regulation is watered down by corporations seeking to trade emissions. Under present circumstances, it can therefore be seen as a false solution, especially when the EU ETS is currently being accused of leading to socially questionable effects. This list by no means exhaustive and could for example be extended to agrofuels and GMO production.

After having explained the corporate goal, we will now explore their methods. At COPs and intersessions (such as Bonn Climate Change Conference) BINGOs are allowed to attend open meetings, organise side events, and make statements, such as all civil society sub-groups, which

basically legitimises corporations as stakeholders. However, their lobbying channels go beyond that.

Firstly, they lobby as part of official countries' delegations. The decision of who is part of the delegations is made by the ministry of the department responsible for the climate negotiations. By being part of official delegations, they can have a direct influence on government officials. They can provide input during the last minutes of negotiations and therefore ensure an impactful representation of their interests. Because the informal meetings inside the delegations are not documented, it is hard to measure this influential sphere. It also allows them access to most of the meetings (excluding high-level ones to which only ministers and senior officials have access) and documents. Therefore they have the opportunity to lobby from the inside with few restrictions. This influence allows them to water down and to alter drafts or statements in the plenary.⁶⁶

Secondly, BINGOs often turn out to be very present during COPs, even when they are not co-organisers or sponsors. This firstly legitimises the attendance of corporations, but it also allows them to 'greenwash' their actions. Furthermore, it gives them direct access to delegates. At COP 19 in Warsaw, a pre-COP meeting was held that was only open to BINGOs, in which these heavyweights of polluting organisations could directly talk with the delegates of the Parties. This COP

was also the first COP being sponsored directly by corporations, namely ALSTOM Power, Arcelor Mittal, BMW, Flying Emirates, Europress, General Motors, LOTOS, International Paper, Kapersky Lab, LeasePlan Fleet Management and PGE Polish Energy Group. All of them do not have a high interest in ambitious climate policy. There was even a booth in the convention centre designated to the 'Committee for a Constructive Tomorrow', an organisation denying climate change.

At COP 20, the industry-backed Global CCS Institute held a side event entitled 'Why Divest From Fossil Fuels When a Future with Low Emission Fossil Energy is Already a Reality?' promoting CCS technology. The story continues, for COP21 the sponsorship of agro-businesses and fossil fuel corporations is unclear. Indeed, to collect the 187 million euros necessary for the organisation of the COP, the French government is planning to rely on 20% of the funding coming from French or international businesses. To avoid being denounced as a "corporate COP", the presidency said that they were trying to avoid private funds coming from corporations contributing to climate change such as Total, Areva or Renault. However, it seems that they have difficulties to collect the money. Private sponsors have recently been announced such as EDF, which announced it would stop financing its solar power affiliated company Nexcis but still continues to support nuclear power; and BNP Paribas well known

⁶⁶ Fernandes, S. and Girard, R. (2011) p. 8

for having invested more than 15 billion euros in the coal sector since 2005.⁶⁷

Furthermore, some events are going to be held before the negotiations, like the Business and Climate Summit on the 20th and 21st of May, as well as during the COP like the Sustainable Innovation Forum (SIF), where agribusinesses and dirty industries are probably going to be fighting for the greenwashing prize. The Business and Climate Summit is sponsored by Veolia, EDF, Total, Suez and Arcelor Mittal and has received the label COP21, that is to say, is recognised by the French government as an event participating in the mobilisation for COP21. The SIF is going to be held in Le Bourget, the municipality where the official negotiations will take place, and can be found on the internet under: <http://www.cop21paris.org/fr>. After COP 19, it is the second COP that is heavily sponsored by corporations. It is sponsored by Vattenfall (producing energy 45% from fossil fuels and 33% from nuclear), LVMH (French multinational defending champion for tax evasion), and Suez Environment (international leader to retreat water wasted by the coal industry or unconventional gas) among others.

Thirdly, the fossil-fuel business interests are represented through intergovernmental organisations such as the World Bank. As the Guardian reports, the institution increased its financing for fossil fuel projects in 2013-2014, despite repeated calls by

its president to end the global subsidies for oil, coal and gas.⁶⁸

Fourthly, BINGOs lobby public officials and government institutions during and upstream the negotiations. Generally, this is done through formal, informal, and closed-door meetings, allowing corporations to make deals assuring the representation of their interests. It is pertinent for corporations to lobby countries with high influence on a global level since every Party has the right to object in the climate talks, and they can therefore manage to block the negotiations by lobbying an influential party. For example, the Canadian government - well known for its lack of ambition - under President Harper had several ties to the fossil fuel industry via the tar sands project and they withdrew from the Kyoto Protocol.

⁶⁷ Massemin, E. (2015)

⁶⁸ Mathiesen, K. (2015)

Chapter 15

Conclusion

So – is Paris going to be a light in the darkness of climate negotiations? Maybe.

So – is Paris going to be a second Copenhagen? Maybe.

What can be said so far is that the process for COP21 is much smoother than the process for COP 15. Mostly because there are already two versions of the negotiating text: one official one, and a second, unofficial streamlined one prepared by the co-chairs. Based on this fact and the discussions in this report, it is plausible to argue that COP 21 will, in contrast to COP 15, produce an agreement and that this agreement would take a hybrid approach of both a general agreement and a COP decision.

The question is then; will the Paris deal deliver what is needed? At this point we have our doubts. The ambition we see from the major emitters, especially developed countries, is far too low. Hence, Paris is not the climate summit that will build a safe and just future. Despite this: Paris is a chance, a chance to bring the climate negotiations back on track and to deliver the necessary emission reductions, adequate finance and

enable adaptation. What Paris therefore might deliver is the groundwork for an ambitious climate change policy in the future.

However, this is not enough. Time is running out and our carbon budget is shrinking. The climate crisis is already here with its dire consequences. Therefore action is needed on the ground and not only in the sphere of international climate negotiations. We need to connect local struggles, raise the ambition of national states and bring these together in an international discourse.

To do so, all of you need to get active. Go to your capital on the 28th/29th of November and put pressure on your governments. If you can, come to Paris on the 12th of December to show that we need and want an ambitious climate deal. Because we as citizens need to have the last word on Paris!

Because #ItsOurFuckingFuture

References

Bodansky, D., Day O'Connor, S. and Diringer, E. (2014): *Issues for a 2015 Climate Agreement*, Center for Climate and Energy Solutions. URL: <http://www.rff.org/Publications/Resources/Pages/185-Negotiating-a-Post-2020-Climate-Agreement.aspx>, accessed 14.06.2015.

Born, C. (2012): *Article 6 on education and the Doha Work Programme: A double win for young people*. Youthpolicy.org. URL: <http://www.youthpolicy.org/blog/sustainability/article-6-a-double-win-for-young-people/>, accessed 30.08.2015

Brocchieri, F. (2015): *EU, are you going the right way?*. Adopt A Negotiator. URL: <http://adoptanegotiator.org/eu-are-you-going-the-right-way/>, accessed 20.07.2015.

Brugger, S. (2015): *First in the class, but not best in the Class – The EU's Proposal for the 2015 Climate Conference in Paris*. Heinrich Boell Foundation-URL: <https://www.boell.de/en/2015/03/05/eu-proposal-2015-climate-conference-paris>, accessed 01.08.2015.

Clark, D. (2012): *Has the Kyoto Protocol made any difference to carbon emissions?*. The Guardian. URL: <http://www.theguardian.com/environment/blog/2012/nov/26/kyoto-protocol-carbon-emissions>, accessed 22.07.2015

Corporate Europe Observatory, Transnational Institute (2013): *The COP19 Guide to Corporate Lobbying. Climate crooks and the Polish government's partners in crime*. URL: http://corporateeurope.org/sites/default/files/cop19_guide_to_corporate_lobbying-with_references.pdf, accessed 13.07.2015.

Corporate Europe Observatory, Transnational Institute, Friends of the Earth International (2014): *How Corporations Rule. Part 4: Anglo American's dirty energy lobby and its false climate solutions*. URL: <http://www.foei.org/wp-content/uploads/2014/11/17-foei-corporate-capture-report-eng-ir.pdf>, accessed 13.07.2015.

European Commission (2015): *2030 climate & energy framework*
http://ec.europa.eu/clima/policies/strategies/2030/index_en.htm, accessed 25.08.2015.

European Environment Agency (EEA) (2012): *EU greenhouse gases in 2011: more countries on track to meet Kyoto targets, emissions fall 2,5%*. URL: <http://www.eea.europa.eu/media/newsreleases/eu-greenhouse-gases-in-2011.5>, accessed 13.07.2015

Fernandes, S. and Girard, R. (2011): *Corporations, Climate and the United Nations. How Big Business has Seized Control of Global Climate Negotiations*. Polaris Institute. URL: <https://d3n8a8pro7vnm.cloudfront.net/polarisinstitute/pages/31/attachments/original/1411065499/CorporationsClimateandtheUN.pdf?1411065499>, accessed 12.07.2015.

French Government, COP21 (2015): *COP21*, 2015. URL: <http://www.cop21.gouv.gr/>, accessed 28.08.2015

French Ministry of Foreign Affairs and International Development (2014): *2015 Paris Climate Conference (COP21)*. France Diplomatie. URL: <http://www.diplomatie.gouv.fr/en/french-foreign-policy-1/climate-7436/2015-paris-climate-conference/>, accessed 21.07.2015.

Friedrich, J. and Damassa, T. (2014): *The History of Carbon Dioxide Emissions*. World Resource Institute. URL: <http://www.wri.org/blog/2014/05/history-carbon-dioxide-emissions>, accessed 29.07.2015.

Goldenberg, S. (2013): *Just 90 companies caused two-thirds of man-made global warming emissions*. The Guardian. URL: <http://www.theguardian.com/environment/2013/nov/20/90-companies-man-made-global-warming-emissions-climate-change>, accessed 19.07.2015.

Harris, S. (2014): *CAN Submission on Further Guidance on SIS (REDD+ Safeguards)*, CAN International online. URL: <http://climatenetwork.org/publication/can-submission-further-guidance-sis-redd-safeguards>, accessed 24.07.2015.

Heede, R. (2014): *Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010*. In: *Climate Change 1-2 (122) (2014)*: p. 229-241.

Herold, A. et al. (2014): *The Development of Climate Change Negotiations in view of Lima (COP 20)*. European Parliament. URL: <http://www.oeko.de/oekodoc/2196/2014-742-en.pdf>, accessed 21.07.2015.

Hill, M. and Engle, N.L. (2013): *Adaptive Capacity: Tensions across Scales*. *Environmental Policy and Governance*. 23: 177-192

International Energy Agency (2012): *World Energy Outlook. Executive Summary*. URL: <http://www.iea.org/publications/freepublications/publication/english.pdf>, accessed 21.08.2015.

IPCC (2014): *5th Assessment Report*. URL: <https://www.ipcc.ch/report/ar5/>, accessed 08.07.2015

IPCC (n.d.): *Adaptation and mitigation options*. IPCC. URL: https://www.ipcc.ch/publications_and_data/ar4/syr/en/spms4.html, accessed 07.07.2015.

Lamhauge, N., Lanzi, E. and Agrawala, S. (2012): *Monitoring and Evaluation for Adaptation: Lessons from Development Co-operation Agencies*. OECD Environment Working Papers, No. 38, OECD Publishing. URL: <http://dx.doi.org/10.1787/5kg20mj6c2bw-en>, accessed 01.06.2015

Maljean-Dubois, S., Wemaëre, M., and Spencer, T. (2014): *A comprehensive assessment of the options for the legal form of the Paris Climate Agreement*. Institut du développement durable et des relations internationales. URL: http://www.iddri.org/Publications/Collections/Idees-pour-le-debat/WP1514_SMD%20MW%20TS_legal%20form%202015.pdf, accessed 18.07.2015.

Massemin, E. (2015): *Les gros pollueurs tiennent la COP21 par les cordons de la bourse*. Reporterre. URL: <http://www.reporterre.net/Les-gros-pollueurs-tiennent-la-COP>, accessed 20.06.2015.

Mathiesen, K. (2015): *World Bank fossil fuel financing leapt in 2014 despite its calls to end subsidies*. The Guardian. URL: <http://www.theguardian.com/environment/2015/apr/17/world-bank-fossil-fuel-lending-leapt-in-2014-despite-its-calls-to-end-subsidies>, accessed 11.06.2015.

McDiarmid, M. (2014): *Stephen Harper says oil and gas regulations now would be 'crazy'*. CBCNews. URL: <http://www.cbc.ca/news/politics/stephen-harper-says-oil-and-gas-regulations-now-would-be-crazy-1.2866306>, accessed 25.06.2015.

McGlade, C. and Ekins, P. (2015): *The geographical distribution of fossil fuels unused when limiting global warming to 2 °C*. Nature 517 (2015): p. 187-190.

O'Brien, K. and Escalante, M.A. (2013): *Loss and Damage must be addressed now: we demand a strong mechanism*. Earth in Brackets. URL: <http://www.earthinbrackets.org/2013/11/11/loss-and-damage-must-be-addressed-now-we-demand-a-strong-mechanism/>, accessed 12.07.2015.

Ott, H. et al. (2014): *Lima Climate Report - COP20 Moves at Snails' Pace on the Road to Paris*. Wuppertal Institute for Climate, Environment and Energy. URL: http://wupperinst.org/uploads/tx_wupperinst/lima-results.pdf, accessed 03.08.2015.

Park, P. (2015): *France plans to lobby for agricultural tech at COP21*. SciDev.net. URL: <http://www.scidev.net/global/agriculture/news/agricultural-tech-cop-21.html>, accessed 10.07.2015.

Parsons, S. (2013): *Q&A with Jennifer Morgan*. World Resources Institute. URL: <http://www.wri.org/blog/2013>, accessed 18.07.2015.

s.n. (2011): *Carbon Offsets*. Carbon trade watch. URL: <http://www.carbontradewatch.org/issues/carbon-offsets.html>, accessed 17.07.2015.

s.n (2011): *LULUCF ... Hoo Wow!*. CAN International. URL: <http://climatenetwork.org/CAN-blog/lulucf%E2%80%A6hoo-wow>, accessed 19.07.2015.

s.n. (n.d.): *REDD : An Introduction*. REDD-Monitor. URL: <http://www.redd-monitor.org/redd-an-introduction/>, accessed 19.07.2015.

Spencer, T. (n.d.): *COP21: What's in it for Europe?*. IDDRI. URL: http://www.ttc2015.com/sites/default/files/EUTT_what%20is%20in%20it%20for%20Europe_IDDRI.pdf, accessed 17.07.2015.

Tompkins, E.L. and Adger, W.N. (2005): *Defining response capacity to enhance climate change policy*. Environmental Science and Policy. 8: 562-571

United Nations Environment Programme (UNEP) (2012): *The emissions gap report 2012: A UNEP Synthesis Report*. URL: www.unep.org/pdf/2012gapreport.pdf, accessed 02.08.2015

United Nations (1992): *United Nations Framework Convention on Climate Change*. FCCC/INFORMAL/84. Available from: <http://unfccc.int/resource/docs/convkp/conveng.pdf> Last accessed: 30.08.2015

United Nations (1998): *Kyoto Protocol to the United Nations Framework Convention on Climate Change*. URL: <http://unfccc.int/resource/docs/convkp/kpeng.pdf> Last accessed 30.08.2015

UNFCCC (2010): Decision 1/CP.16.

UNFCCC (2011): Decision 1/CP.17.

UNFCCC (2011): Decision 5/CP.17.

UNFCCC (2012): Decision 3/CP.18.

UNFCCC Subsidiary Body for Implementation (2012): *Article 6 of the Convention* URL: <http://unfccc.int/resource/docs/2012/sbi/eng/l47.pdf> , accessed 21.07.2015

UNFCCC (2013): *Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts*. URL: http://unfccc.int/adaptation/workstreams/loss_and_damage/items/8134.php, accessed 21.07.2015.

UNFCCC (2014): *Adaptation Fund*. URL: http://unfccc.int/cooperation_and_support/financial_mechanism/adaptation_fund/items/3659.php, accessed 21.07.2015.

UNFCCC (2014): Decision 18/CP.20.

UNFCCC (2014): *Initial two-year workplan of the Executive Committee of the Warsaw International Mechanism for Loss and Damage*, http://unfccc.int/adaptation/workstreams/loss_and_damage/items/8805.php, accessed 21.07.2015.

UNFCCC (2014): *Decision -/CP20 Lima call for climate action [advanced unedited version]* URL: https://unfccc.int/files/meetings/lima_dec_2014/application/pdf/auv_cop20_lima_call_for_climate_action.pdf , accessed 30.08.2015

UNFCCC (2015): Negotiating text. URL: http://unfccc.int/meetings/bonn_jun_2015/session/8857.php, accessed 30.08.2015

UNFCCC ADP (2015): *Scenario note on the tenth part of the second session of the Ad Hoc Working Group on the Durban Platform for Enhanced Action*. URL: <http://unfccc.int/resource/docs/2015/adp2/eng/4infnot.pdf>, accessed 30.08.2015

Webster, R. (2015): *Will the Paris climate deal be legally binding?*. Road to Paris. URL: <http://roadtoparis.info/2015/04/08/will-the-paris-climate-deal-be-legally-binding/> <http://roadtoparis.info/2015/04/08/will-the-paris-climate-deal-be-legally-binding/>, accessed 03.08.2015.

Weischer, L. and Kreft, S. (2015): *Outlook from the Lima Climate Summit: Foggy view towards Paris*. Germanwatch. URL: <https://germanwatch.org/en/download/10481.pdf>, accessed 21.07.2015.

World Commission on Environment and Development (1987): *Report of the World Commission on Environment and Development: Our Common Future* [Brundtland Report] URL: <http://www.un-documents.net/wced-ocf.htm>, accessed 30.08.2015

World Health Organization (2013): *Guidelines for implementation of Article 5.3 of the WHO Framework Convention on Tobacco Control*. URL: http://www.who.int/fctc/guidelines/article_5_3.pdf accessed 30.08.2015