

2025 ecbi Regional Training Workshop for the Caribbean



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Email: director@oxfordclimatepolicy.org

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The 2025 ecbi Regional Training Workshop for the Caribbean, convened from 18-20 March 2025 in Trinidad and Tobago, and was attended by 16 negotiators from 10 countries. The Workshop covered key issues of importance to the Alliance of Small Island States (AOSIS) in the multilateral climate change negotiations under the UN Framework Convention on Climate Change (UNFCCC). It also provided hands-on training through a mock negotiating session.

Introduction

Kishan Kumarsingh, Lead Climate Negotiator for Trinidad and Tobago and Head, ecbi Fellowship and Training Programme (FTP), welcomed participants to the training, saying the goal is to provide trainees with a firm grounding on the fundamentals of the UNFCCC negotiations, and an opportunity to apply the lessons practically during mock negotiation sessions on the last day.

Science of Climate Change

[See also the ecbi [Pocket Guide to Climate Science and the UNFCCC](#)]

Cheryl Jeffers, Ministry of Environment, Climate Action and Constituency Empowerment, Saint Kitts and Nevis, presented on the science of climate change, focusing on observed and projected global warming impacts, risks associated with loss and damage, and adaptation.

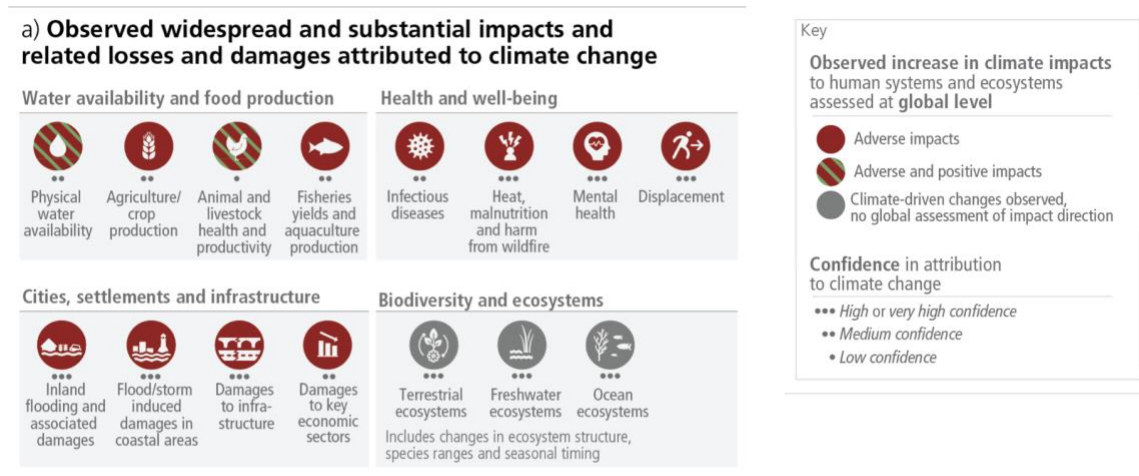
She emphasised the importance of the Intergovernmental Panel on Climate Change (IPCC) as an authoritative resource for climate science and scientific inputs to the UNFCCC, with the [Sixth Assessment Report](#) (AR6) as its latest input. Jeffers highlighted recent temperature records, changes in precipitation patterns, sea level rise, and increased sea surface temperatures, explaining their implications for Small Island Developing States (SIDS).

Jeffers said the scale of recent changes is “*unprecedented over many centuries to many thousands of years*”, with carbon dioxide levels at their highest level in two million years; methane and nitrous oxide levels at their highest in 800,000 years; and as a result, global average temperatures at the highest level in any period over the last 125,000 years. 2024 was the hottest year on record, she noted, with global observed annual average temperature increase at around 1.55°C above pre-industrial levels (although this includes natural variability such as El Niño and cannot be directly compared to the Paris Agreement’s 1.5°C limit, which refers only to “*human-caused, long-term*” global average temperature change above pre-industrial levels).

Globally, Jeffers noted, the rate of sea level rise has gone up from 3 mm/year to 6 mm/year on average over the last 300 years. The number of hurricanes and named tropical storms has risen markedly since 1994, with a corresponding increase in weather-related loss and damage. She said the extent to which current and future generations will experience a hotter and different world depends on choices made now and in the near term. Vulnerable people will be disproportionately affected across sectors and regions, as climate change

impacts water availability, food production, health and well-being, cities settlements and infrastructure, and biodiversity and ecosystems (see **Figure 1**).

Figure 1



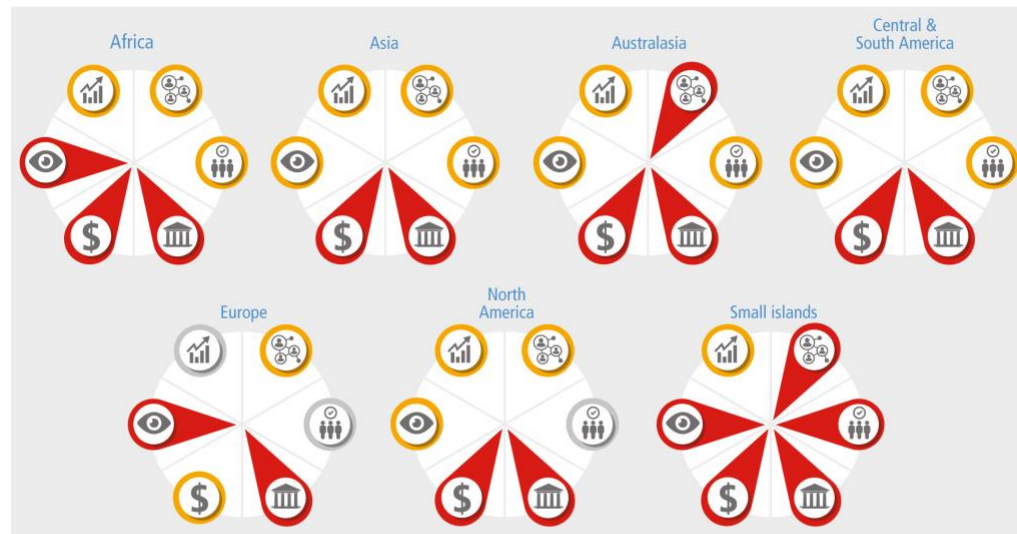
Source: IPCC AR6 Figure SPM.1 (a), 2023

Discussing the severe impacts of climate change on small island territories, Jeffers emphasised the need to limit global warming to 1.5°C. For SIDS, she noted, sea level rise above global average, coastal flooding, and erosion are a major concern given that a high share of the population, infrastructure, and economic assets are located in the low-elevation coastal zone below 10 meters. Climate and weather extremes are increasingly driving displacement, with small island states in the Caribbean and South Pacific disproportionately affected relative to their small population size. Small islands are already reporting losses and damages, particularly from tropical cyclones and increases in sea level rise. If global average temperatures increase above 1.5°C, there will be further loss of 70-90% of reef-building corals, with substantial impacts on sectors important to SIDS, such as fisheries and tourism.

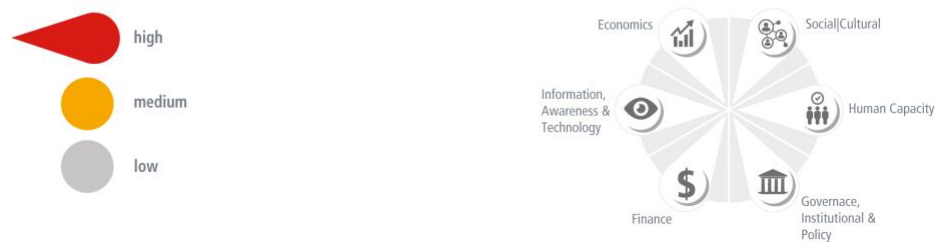
She listed financial, governance, institutional, and policy constraints to adaptation, particularly for small islands (see **Figure 2**). Highlighting that adaptation has limits, and every fraction of a degree matters in reducing impacts and risks, she stressed the importance of ambitious near-term mitigation efforts and the need for increased finance to support adaptation, mitigation, and loss and damage initiatives. She said keeping the 1.5°C target in reach is crucial for the survival of SIDS. While every increment of warming leads to higher risks, overshooting 1.5°C will sharply increase the likelihood of abrupt and irreversible changes.

Figure 2

(d) Constraints that make it harder to plan and implement human adaptation



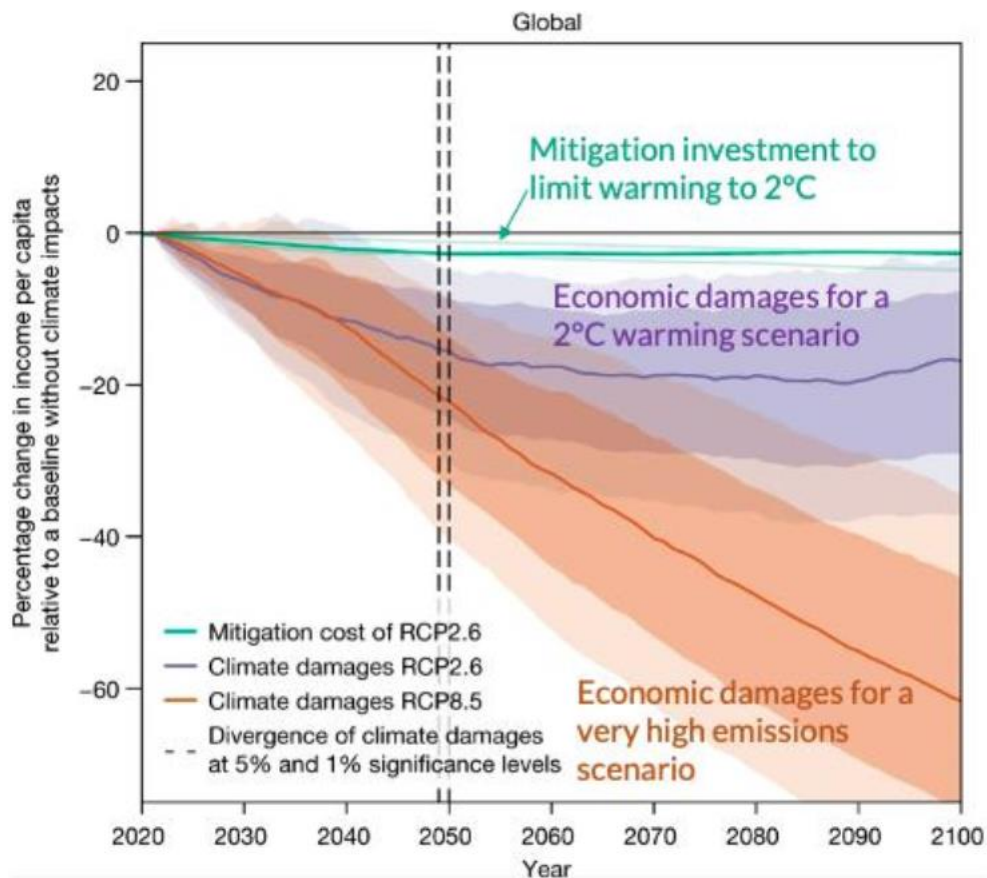
Constraints associated with limits to adaptation for regions across all sectors:



She noted that the world is not currently on track to limit warming to 1.5°C. The 2030 targets indicated by countries will lead to a 2.6°C world by 2100, but with implementation lagging behind, the world is heading towards 2.7°C. She called on countries to increase their 2030 ambition. To keep the 1.5°C target within reach, she said emissions must peak before 2025, roughly halve by 2030 relative to 2019 levels, decrease by around 60% by 2035 relative to 2019, and reach net zero in the second half of this century (in accordance with Paris Agreement Article 4.1). Carbon dioxide emissions must already reach net zero by around mid-century.

Jeffers said finance is a critical enabler for accelerated climate action, and improved access to adequate financial resources is crucial for resilient development. The IPCC estimates that mitigation investment requirements for 2020 to 2030 to limit warming to 1.5°C would be three to six times greater than current levels. The adaptation finance gap is estimated to be 10-18 times as much as international public adaptation finance flows. On the other hand, without 1.5°C compatible climate action, the world would be committed to a reduction in income of nearly 20% by mid-century (**Figure 3**). The cost of damages outweighs the costs of limiting warming to below 2°C by six-fold by 2050 and will only increase further beyond 2050. For instance, the annual expected damage from tropical cyclones in Antigua and Barbuda would increase by almost half if global warming reaches 1.7°C in 2050 instead of 1.5°C, and increase by more than 75% at 1.8°C of global warming in 2050 compared to 1.5°C. Giving up on 1.5°C would be a betrayal to the most vulnerable, including SIDS, she said.

Figure 3



Jeffers also discussed the importance of the IPCC reports in the climate negotiations, emphasizing their role in providing “the best available science” to guide the negotiations. She highlighted the need for the scientific community to respond to the needs of SIDS, despite data challenges. She concluded by emphasizing the need for the scientific community’s support in delivering the best available science and the ongoing assessment of the Paris Agreement’s success.

During the following discussions, participants addressed shortfalls and gaps in climate change data in the Caribbean islands and the extent to which the shortfall impacts the ability of the islands to participate in the negotiations; and what AOSIS and the Caribbean Community (CARICOM) can do to bridge technical and financial gaps to deal with climate change. Jeffers explained that the strategy is to continue to engage with the global scientific community in multilateral and bilateral settings to request support to fill the data, technical, and financial gaps. Recognizing that resources from the global community are likely to be small, she also highlighted the need to mobilize domestic resources. Müller also underscored the ways in which CARICOM can work together to leverage bulk purchasing and market forces to marshal additional resources.



Geopolitics of Climate Change

[See also:

1. ecbi [Pocket Guide to the UNFCCC](#)
2. ecbi [Guide to the Paris Agreement](#)

Kishan Kumarsingh described key milestones towards the development of an international response, including:

- The first World Climate Conference in 1979, which identified climate change as an urgent problem.
- A UN General Assembly (UNGA) resolution adopted in 1988, declaring climate change “*a common concern of mankind*”.
- The first IPCC Assessment Report in 1990, which had considerable influence on policymakers.
- Formation, by UNGA, of an Intergovernmental Negotiating Committee (INC), which met five times between February 1991 and May 1992, to develop what eventually became the UN Framework Convention on Climate Change (UNFCCC) in 1990.
- Adoption of the UNFCCC in 1992, at the UN Conference on Environment and Development in Rio de Janeiro, Brazil.

He noted that the UNFCCC entered into force in 1994, recognising the “*common but differentiated responsibilities*” of countries with respect to climate change. The Kyoto Protocol was adopted in 1997, setting emission reduction targets for developed countries. The rules for implementation of the Kyoto Protocol were subsequently agreed in 2001, in the Marrakesh Accords, and the Protocol entered into force in 2005, with a first commitment period up to 2012.

Kumarsingh also described:

- Establishment of a dialogue on long-term action on climate change in 2005, to allow for an exchange of views on how the evolving climate change regime can be further strengthened.
- Adoption of the Bali Action Plan in 2007, setting up a two-year work programme to develop a new regime for adoption at COP 15, in 2009.
- Failure of COP 15 in 2009 to adopt an agreement – instead, the “fabulous flop” only decided to “*take note of*” the Copenhagen Accord. Although COP 15 was viewed as a failure, Kumarsingh said it played a key role in future progress.
- Adoption of the Cancun Agreements in 2010 at COP 16, which formally adopted many elements of the Copenhagen Accord on finance, technology, other means of implementation, mitigation, and adaptation, among others. It also formalised pledges by developing countries to reduce emissions through voluntary measures.
- Adoption of the Durban Platform in 2011, advancing the outcomes of Copenhagen and Cancun to negotiate a new instrument.
- Adoption of the Paris Agreement in 2015, and its entry into force in 2016. Most of the rules for implementation of the Agreement were adopted in 2018, in Katowice.

Kumarsingh then described elements of the UNFCCC, which led by the Conference of the Parties (COP), seeks to address:

- Scientific concern about the rise in global temperature;
- How to act in the face of uncertainty;
- Unfairness in the distribution of the effects and costs of climate change; and
- Unsustainable development.

Article 2 of the UNFCCC defines the objective of the Convention: “... *to achieve stabilization of atmospheric concentrations of greenhouse gases at levels that would prevent dangerous anthropogenic interference with the climate system... within a timeframe sufficient to allow ecosystems to adapt naturally to climate change, to ensure food production is not threatened and to enable economic development in a sustainable manner*”. The goal at this point was, therefore, stabilisation and not reduction, Kumarsingh explained, and no levels for reduction or timeframes are specified in the Convention. The paragraph was more a declaration than a commitment but was necessary to enable action in the face of uncertainty.

He said implementation of the UNFCCC is guided by the following principles:

- Intergenerational equity.
- Common but differentiated responsibilities (CBDR).
- The precautionary principle.
- The rights of all Parties to sustainable development, and a supportive and open international economic system.

While the UNFCCC calls for leadership by developed countries, he reiterated that it relies more on declarations than firm commitments. It includes two Annexes: Annex I of the Convention includes the 41 developed countries and countries with economies of transition; and Annex II, which is a subset of Annex I and includes the 21 highly developed members of

the Organisation for Economic Co-operation and Development (OECD). Developing countries are referred to as “*non-Annex I Parties*”.

The negotiations that resulted in the Kyoto Protocol were based on an understanding, reached in Berlin at COP 1 in 1995, that no new commitments should be introduced for developing countries. The Protocol sought to address:

- Growth in greenhouse gas (GHG) emissions;
- How to make economies more climate friendly;
- Equity of responsibility; and
- Equity of costs.

The Protocol, led by the COP serving as the meeting of the Parties to the Kyoto Protocol (CMP), included the following elements for Annex I countries:

- Commitments, including legally binding emissions targets to reduce their emissions by an average of 5% by 2012, based on 1990 levels. The Protocol covered a “basket” of six gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride.
- Implementation, at the domestic level and through three market mechanisms (Joint Implementation, Clean Development Mechanism or CDM, and Emissions Trading), and through some carbon sequestration activities in the land use, land use change and forestry (LULUCF) sector.
- Elements on minimising impacts on developing countries, including through a 2% levy on the CDM for adaptation funding.
- Accounting, reporting, and review, including an in-depth review of national reporting.
- Compliance measures, enforced through a Compliance Committee.
- Non-Annex I countries, meanwhile, also had commitments under the Protocol, including to:
 - Improve the quality of emissions data;
 - Implement national mitigation and adaptation programmes;
 - Promote environmentally friendly technology;
 - Cooperate in scientific research and international climate observation networks; and
 - Support education, training, public awareness, and capacity-building initiatives.

Describing the process that led to the adoption of the Paris Agreement, Kumarsingh explained that the Durban COP established an Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP), to work towards a “*protocol, another legal instrument or an agreed outcome with legal force*” for adoption by COP 21 in 2015. He described key milestones along the way, including:

- The launch of a new commitment period for the Kyoto Protocol in Doha, at CMP8 in 2012.
- The decision to call on Parties to submit intended Nationally Determined Contributions (NDCs) in Warsaw, in 2013 – this call was reiterated in Lima in 2014, where a decision was taken on what these intended NDCs should contain.

Kumarsingh explained that, following intense negotiations, the Paris Agreement was adopted in 2015. It was decided that the Agreement would enter into force following ratification by 55 Parties to the Convention accounting for at least 55% of global emissions. The modalities for implementing the Agreement were to be agreed in time for implementation to begin in 2020.

Kumarsingh highlighted key elements of the Paris Agreement, including:

- A long-term goal for Parties to limit global average temperature increase to “*well below*” 2°C, while urging efforts to limit it to 1.5°C.
- A long-term goal for Parties to achieve global peaking “*as soon as possible*”, by achieving a balance of emissions with sinks in the second half of the century.
- Undertaking a Global Stocktake (GST) in 2023 and every five years thereafter to ensure collective progress towards achievement of the long-term goals.
- Special recognition of the special circumstances of SIDs.
- A separate Article 8 on loss and damage, with a “comfort clause” in paragraph 52 of the accompanying Decision that states that this Article “*does not involve or provide a basis for any liability or compensation*”.
- Commitments by all Parties to submit NDCs; pursue domestic measures aimed at achieving them; report regularly on their emissions and progress made in implementing and achieving their NDCs, and undergo international review; and submit NDCs every five years with the clear expectation that they will be more ambitious than previous NDCs.
- Agreement to mobilise USD 100 billion a year in support by 2020 through 2025, with a new, higher goal to be set for the period after 2025.
- A Technology Framework to provide overarching guidance to the Technology Mechanism.
- An Enhanced Transparency Framework (ETF) to track progress, including through a GST and reporting on GHG inventories, in implementing NDCs and providing financial, technology transfer, and capacity building support.

Kumarsingh then presented on other specific elements of the Paris Agreement. On **adaptation**, he said the Agreement calls for:

- Adaptation planning processes, including action plans and policies.
- Assessments of vulnerability, including of people, places, and ecosystems.
- Building climate resilience, including through economic diversification and sustainable management of natural resources.
- Monitoring and evaluation of implementation.
- Submission of Adaptation Communications, which will be considered in the GST.

He said the Agreement includes a dedicated Article on loss and damage, which extends the Warsaw International Mechanism for Loss and Damage resulting from climate change.

On **climate finance**, Kumarsingh listed the following key elements:

- Extension of the goal for mobilising USD 100 billion a year until 2025, with a call for a new, higher goal to be set for the period after 2025.

- A call for developed countries to provide finance, with an invitation for developing countries to voluntarily provide finance. Developed countries will continue with their obligations under the Convention, and “shall” provide financial resources to assist developing countries with mitigation and adaptation.

On **technology transfer and development**, the Agreement calls for:

- Strengthened cooperative action.
- Continuation of the Technology Mechanism.
- A new Technology Framework to provide overarching guidance to the Technology Mechanism.
- Finance from developed countries.

On **transparency**, he said the Agreement calls for an enhanced transparency system for all countries. A critical component of the Agreement, Kumarsingh said the transparency framework ensures that all countries are on a level playing field with flexibility for developing countries and aims to facilitate the tracking of progress through links with the GST. Countries are expected to report on: GHG inventories; information necessary to track progress in implementing NDCs; and information on financial, technology transfer, and capacity-building support provided and received.

Kumarsingh then pointed participants to further information on the Katowice climate package (Paris rulebook) for the Paris Agreement, adopted in 2018, which includes further rules and guidelines on each of the elements included in the Paris Agreement. He noted that the principle of CBDR was modified under the Paris Agreement, to recognize that countries will take on more responsibilities “*in light of national circumstances*”. There is also some flexibility for reporting by SIDS and least developed countries (LDCs). The Katowice conference marked the end of the substantive negotiations.

At COP 25 in Madrid, a significant focus was on launching the Santiago Network on Loss and Damage. At COP 26, the Glasgow Pact delivered the [Glasgow – Sharm el-Sheikh Work Programme on the Global Goal on Adaptation](#) (GGA). On finance, COP 26 urged developed countries to double adaptation finance to achieve a balance between mitigation and adaptation finance. Kumarsingh described efforts to agree on a new collective goal on climate finance, which will also consider the needs and priorities of developing countries. The rules of the Article 6 mechanisms of the Paris Agreement were adopted as part of the Glasgow Pact, based on underlying principles such as integrity, no double counting, and corresponding adjustments.

At COP 27, the [Sharm el-Sheikh Implementation Plan](#) was adopted. Parties agreed to establish a loss and damage fund and funding arrangements, and negotiations continued on the new collective quantified goal (NCQG) on climate finance.

At COP 28, the [UAE Consensus](#) was adopted following conclusion of the first GST and the loss and damage fund was formally established on the first day of the conference. For the first time in history, there was agreement to “*transition away from fossil fuels in energy systems*”. The Co-Chairs of the NCQG deliberations received a mandate to begin drafting a

decision for adoption in 2024. On the GGA, Parties agreed on targets on specific themes such as water, food health, poverty eradication, and cultural heritage.

Kumarsingh said the main focus of COP 29 in Baku, Azerbaijan, was on the NCQG. The [Baku Climate Unity Pact](#) calls on “*all actors*” to raise at least USD 1.3 trillion per year, and on developed countries to lead the mobilisation of at least USD 300 billion by 2035, while launching a [Baku to Belém Roadmap to 1.3T](#), a conversation to scale up finance in 2025.

In the Q&A that followed, participants discussed the impact of the AOSIS walkout during the NCQG discussions. Kumarsingh highlighted the risks of walking out and ending up with an outcome that could be worse than what would have been possible by staying in.

International Law and the Treaty-making Process and Legal Nature of Climate Treaties, including Compliance

[See also the ecbi [Pocket Guide to the Architecture and Processes of the UNFCCC](#)]

In this session, Pascale Bird, Legal Response Initiative, explained the international law and treaty-making process that applies to the multilateral climate negotiations. Bird noted that the Convention is a legal text that is negotiated in legal language, and international law regulates both the governance of the regime and how the negotiations are conducted.

She invited participants to reflect on: whether there is a difference between Convention text that says countries *should* do something or *shall* do something; whether decisions by the COP are legally binding; and if countries can be sanctioned for not submitting NDCs. For example, Article 4 of the Paris Agreement states that each Party *shall* prepare, communicate, and maintain successive NDCs that it intends to achieve, while developed countries *should* continue taking the lead by undertaking economy-wide absolute emission reduction targets.

Describing the UNFCCC, Kyoto Protocol, and Paris Agreement as treaties under international law, Bird said treaties are one source of international law under Article 38 of the Statute of the International Court of Justice, which states that the Court *shall* apply:

- International conventions (treaties)
- International custom
- General principles of law
- Judicial decisions
- Soft law

Bird said treaties are governed by the [1969 Vienna Convention on the Law of Treaties](#), which defines treaties as “*an international agreement concluded between States in written form and governed by international law, whether embodied in a single instrument or in two or more related instruments and whatever its particular designation*”. Treaties are therefore concluded between States, in written form, and governed by international law with provisions and processes for entry into force, ratification, acceptance, or approval. Treaties may also be called conventions, agreements, covenants, pacts, or protocols, among others.

They make state conduct mandatory and enforceable, signalling the highest expression of political will, and prompt translation of international commitments into domestic action.

However, countries are protective of national sovereignty and most treaties have weak or non-existent enforcement mechanisms.



She said multilateral environmental treaties generally:

- Are 'living instruments' evolving as a result of scientific technical developments and continuous diplomacy.
- Require a multidisciplinary approach.
- Are flexible in form.
- Require establishment of specific structures (COP, Secretariat, etc.).
- Represent the least common denominator.
- Have enforcement mechanisms that are weak or non-existent.

In general, she noted that such treaties include norms – known as General Principles – in the preamble and/or operative parts that provide guidance and inform implementation of a treaty's provisions. They generally do not prescribe binding actions on Parties, but some have achieved binding force by consolidating into customary international law – for instance, the harm prevention principle under which states are obligated to prevent or mitigate transboundary impacts arising from activities which may cause significant harm to the environment of other States or to areas beyond national jurisdiction. Other examples include precaution, equity, CBDR, sustainable development, and international cooperation.

She said customary international law arises from consistent state practice and the belief of states that they have a legal obligation (or right) to act. They are unwritten rules that are binding on all countries, even on those who did not formally agree to them. Soft law refers to non-legally binding but normatively worded instruments used in contemporary

international relations by states and international organisations, such as good faith commitments that create expectations that are non-binding but cannot be ignored

Describing the legal nature of the climate treaties, she noted that while they are legally binding on countries that have ratified them, there is a difference between the binding nature of the treaty and of its provisions. The legal character depends on various factors such as placement in text, precision, normative content, subject, etc. Some provisions create hard obligations/legally binding commitments while others create non-binding commitments. Most legally binding commitments are obligations of conduct (i.e., procedural) rather than result. For instance, while each country has a procedural commitment to prepare, communicate, and maintain successive NDCs under Article 4.2 of the Paris Agreement, there are no legal obligations on what these NDCs should include or on their implementation.

Bird said treaties generally include a Preamble and an operative section. The Preamble, which includes legal language, such as *recalling, noting, affirming, calling upon, encouraging, recognising, taking into consideration*, is not binding; rather, it provides context to the operative part and guides its interpretation. The operative section – the actual “agreement” between Parties – includes not just obligations but also decisions on processes, and prevails if there is a direct conflict with the preamble. Describing the different levels of legal bindingness of provisions, she noted three levels of obligations under Article 9 of the Paris Agreement:

1. Developed country Parties **shall** provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention.
2. Other Parties **are encouraged to** provide or continue to provide such support voluntarily.
3. Developed country Parties **should** continue to take the lead in mobilizing climate finance, taking into account the needs and priorities of developing country Parties.

On the issue of compliance, Bird noted the “top down” nature of the Kyoto Protocol, compared to the “bottom up” nature of the Paris Agreement. The Kyoto Protocol’s Compliance Committee includes both facilitative and enforcement branches. By contrast, the Paris Agreement Implementation and Compliance Committee (PAICC) is mandated to facilitate implementation and promote compliance with the provisions of the Agreement and is complemented by the ETF, Facilitative Multilateral Consideration of progress, and the GST. However, the ETF lacks an assessment of substantive progress towards achieving NDCs; the GST lacks tools for holding individual Parties accountable; and the PAICC is focused on procedural compliance with limited opportunities to address non-compliance on substantive provisions.

In the discussions, participants discussed the legal bindingness of the provisions in the preamble. In the Paris Agreement, for instance, while “just transition” is mentioned only in the Preamble, it is now a work programme under the negotiations and has transformed into a very operative part of the Agreement. The relationship between treaties and soft or customary law was also discussed.

Governance Structure

[See also the ecbi [Pocket Guide to the Architecture and Processes of the UNFCCC](#)]

In this session, Bird provided an overview of the role of the UNFCCC governing bodies, Secretariat, Bureau, Subsidiary Bodies (SBs), constituted bodies, negotiating groups, and observers.

She said the governing bodies of the UNFCCC are the Conference of the Parties (COP), the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol (CMP), and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA).

Article 7 of the UNFCCC establishes the COP to, *inter alia*, make decisions, conduct a periodic review, mobilise finance, and create constituted bodies. As the supreme body, the COP keeps implementation of the Convention under regular review. It serves as the CMA for Paris Agreement and CMP for the Kyoto Protocol (with respective membership).

Article 8 of the UNFCCC creates a Secretariat to provide logistical support, as well as technical expertise to Parties and Convention bodies, including by: preparing reports of its activities, compiling and transmitting reports, making arrangements for COP and SB sessions, and carrying out other functions as determined by the COP.

The UNFCCC Bureau is made up of eleven elected officers, including COP/CMP/CMA presidents, vice-presidents, SBI and SBSTA chairs and the rapporteur. It is responsible for process management and assists the COP President in exercising his or her functions.

Article 9 of the UNFCCC calls for the creation of a Subsidiary Body for Scientific and Technological Advice (SBSTA) to provide information and advice on scientific and technological matters relating to the Convention – including, for instance, on impacts, vulnerability, technology transfer and development, and guidelines for reporting.

Article 10 of the UNFCCC creates a Subsidiary Body for Implementation (SBI) to assist the COP/CMP/CMA in the assessment and review of the effective implementation of the Convention, the Kyoto Protocol, and the Paris Agreement. It also assists the COP in the preparation of decisions.

While the COP is the decision-making body, the SBs meet in June each year to conduct negotiations to prepare draft decision text and conclusions, which are then forwarded for consideration and adoption by the COP.

Constituted bodies are specialised bodies with limited but representative membership established by treaties or COP decisions to further implement the Convention (such as the Adaptation Committee, the Climate Technology Centre and Network (CTCN), PAICC, and the Standing Committee on Finance (SCF)). In addition, ad hoc working groups have a specific mandate and timeframe, such as the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP) or the Ad Hoc Working Group on the Paris Agreement (APA). SBs

cannot create a body or establish mandates, but they can make requests to the COP for their creation.

Negotiations are held between Parties, but Parties can also negotiate as part of a group, which can ensure that Parties have a stronger voice, particularly small delegations. These groups, organised around common interests and/or circumstances, include, among others: the G77 and China (the largest grouping, with 134 members); AOSIS; the African Group of Negotiators; LDCs; the Arab Group; the European Union (EU); the Independent Alliance of Latin America and the (AILAC); CARICOM; the Umbrella Group; the Environmental Integrity Group (EIG); the Like Minded Developing Countries (LMDCs); and Brazil, South Africa, India, and China (BASIC).

Mitigation

[See also the ecbi [Pocket Guide to NDCs under the UNFCCC](#)]

In this session, Ambassador Carlos Fuller, Belize, noted that the UNFCCC is primarily a Convention about mitigation. As Article 2 states, the ultimate objective of the Convention and any related legal instruments is to achieve the stabilization of GHG concentrations in the atmosphere – which is mitigation.

The first legal instrument coming out of the Convention, the Kytoto Protocol, which came into force in 2005, calls on Parties included in Annex 1 to reduce GHG emissions by at least 5% below 1990 levels during the 2008-2012 commitment period. The Doha Amendment to the Kyoto Protocol, which entered into force in 2012, calls on Parties included in Annex 1 to reduce their GHG emissions by at least 18% below 1990 levels in the 2013-2020 commitment period. Both are about mitigation.

Finally, the last legal instrument coming out of the Convention, the Paris Agreement, adopted in 2015, also lists mitigation as a primary objective to keep the increase in global average temperature to below 2°C, while aiming for 1.5°C. It calls on Parties to foster low GHG emissions development, and to make finance flows consistent with a low emissions pathway. To accomplish these mitigation goals, each Party to the Paris Agreement is expected to communicate their domestic mitigation measures through NDCs. Progress towards implementing these domestic measures is assessed through the ETFs and GSTs. Emissions from fossil fuels used in international aviation and maritime transport are addressed through the International Civil Aviation Organization and the International Maritime Organization, which report progress to the COP on an annual basis.

Fuller said the first GST showed that Parties are not on track to implement the measures they set out in their NDCs. The GST revealed a significant gap: while emissions need to fall by 45% by 2030, current NDCs only project a 2.6% reduction. The GST calls for reductions of 43% by 2030 and 60% by 2035, relative to 2019 levels, with emissions falling to zero by 2050. It calls for the tripling of renewable energy, doubling of energy efficiency by 2030, a phase down in the use of coal, and accelerated efforts toward net zero emissions energy systems, switching to zero and no-carbon fuels well before or around the mid-century.

Fuller noted that countries are expected to submit updated NDCs, with an end date of 2035, by February 2025. New, intensified domestic arrangements to prepare and implement NDCs must be put in place, with Parties taking into account the good practices and opportunities identified during the technical dialogue of the first GST to enhance their NDCs. Starting at SB 60 in 2024, annual GST dialogues were initiated, on how the outcomes of the first GST can inform preparation of the new NDCs.

A [Roadmap to Mission 1.5°C](#) and the COP Presidencies Troika were established after the first GST, *“to significantly enhance international cooperation and the international enabling environment to stimulate ambition in the next round of nationally determined contributions (NDCs), with a view to enhancing action and implementation over this critical decade and keeping 1.5°C within reach”*. Throughout 2024, the COP Presidencies Troika has hosted a series of high-level political meetings. In parallel, the COP 28, COP 29, and COP 30 Presidencies have been collaborating with key thematic and political platforms, including the G20, to channel existing knowledge and resources towards ambitious NDC development.

Fuller said the Mitigation Work Programme (MWP), established at COP 26 in 2021 for the 2023-2026 period (with a view to adopting a decision on whether it should be continued until 2029), aims to urgently scale up mitigation ambition and implementation to achieve the 1.5°C goal of the Paris Agreement. It is implemented under the guidance of two co-chairs appointed every two years by the SBSTA and SBI Chairs, and involves global dialogues, investment-focused events, and other initiatives, with a focus on learning and action.

In 2023, the global dialogues and investment-focused events were on accelerating just transitions, including in the transport system. The decisions coming out at the end of the year, based on these dialogues, were basically procedural, for instance by calling for the events to be more inclusive. Some of the key findings, opportunities, and barriers identified in these dialogues related to renewable energy storage, carbon capture and use, energy efficiency, collective and non-motorized modes of transport, energy and resource efficiency in the transport sector, electrification of vehicles that shift into low or zero carbon fuels, and information on policies and measures, energy issues, technology and capacity, sustainable development, and socio-economic impacts.

In 2024, the dialogues centred around cities, buildings, and public systems – including, for instance, reducing emissions from heating and cooling systems for buildings, making appliances more energy efficient, retrofitting buildings, making new constructions energy efficient including by using energy efficient building materials, enhancing carbon storage, and switching to green and low carbon infrastructure. These elements are reflected in the COP 29 decision with calls for international collaboration, including between cities, sub-national authorities, local communities, and national governments, for means of implementation – including finance, technology transfer, capacity building, knowledge sharing, and awareness raising.

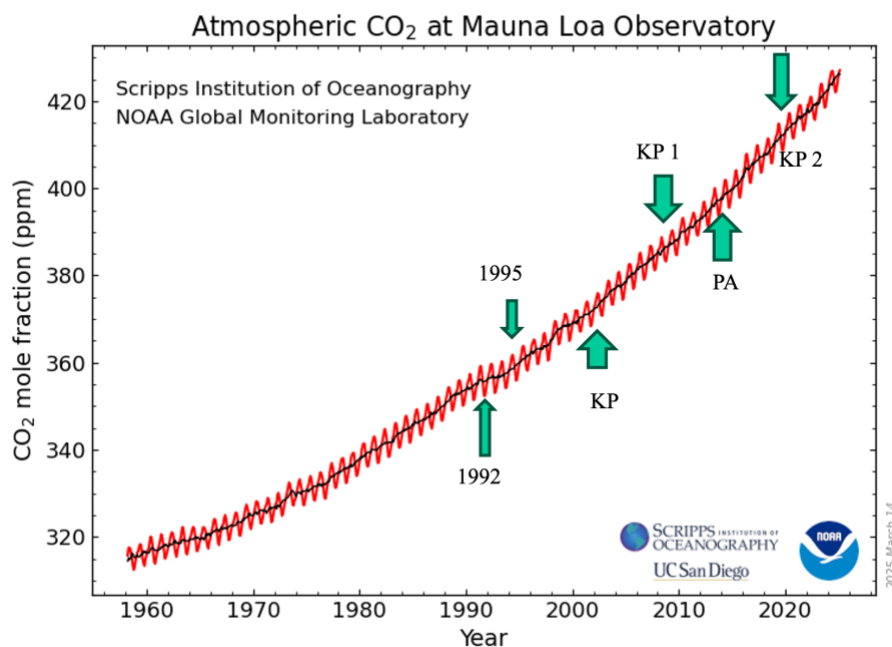
In 2025, Fuller continued, the focus will be on enabling mitigation solutions in the forest sector, drawing on national and regional experience and, in 2026, the focus will be on enabling mitigation solutions through the waste sector, including circular economy approaches.

Fuller said the incoming Brazilian President of COP 30, Ambassador André Corrêa do Lago, issued a letter in March 2025, where he describes the MWP: *“Instead of suspicion in polarized negotiations, the MWP has the vocation of becoming a platform for breakthroughs and trust-building through action and cooperation when leveraging opportunities, overcoming barriers, and exploring actionable solutions. Let us bring the ‘mutirão’ spirit to the mitigation ambition and implementation work programme. Discussions were held in Baku around the creation of a digital platform to facilitate implementation of mitigation actions by enhancing collaboration between governments, financiers, and other stakeholders on developing investable projects in a country-owned and nationally determined manner. Such a digital platform can serve as a fulcrum for powerful levers in climate implementation, with speed and scale.”*

Based on this, Fuller said, one of the decisions coming out of the MWP could be to actually create this digital platform to host the outcomes of the dialogues and to match up financiers with implementers.

Fuller presented **Figure 5** from the Mauna Loa Observatory in Hawaii, which showed monthly mean carbon dioxide emissions continuing to rise steeply showing little impact from the negotiations – from 350 parts per million (PPM) in 1992 when the UNFCCC was adopted, to 426 PPM currently. He said efforts to keep emissions in check so far had clearly failed, and encouraged the next generation of negotiators to learn from these failures.

Figure 5



During the discussions, participants asked why a decision that directly references fossil fuels was only possible at COP 28. Fuller noted that fossil fuel use is on the rise mainly in emerging economies, with developing countries arguing that they need fossil fuels to meet the developmental needs of their populations, and they have not received the finance and technology they need to make the transition away from fossil fuels. Incentives to encourage

emission reductions were discussed, including for AOSIS and other developing countries, where such reductions are a matter of territorial integrity and survival. Fuller said renewable energy is now competitive with fossil fuel energy, and countries have strong incentives to transition to indigenous sources of energy, such as wind and solar, to save on foreign exchange.

Adaptation

[See also the ecbi [Pocket Guide on Adaptation under the UNFCCC](#)]

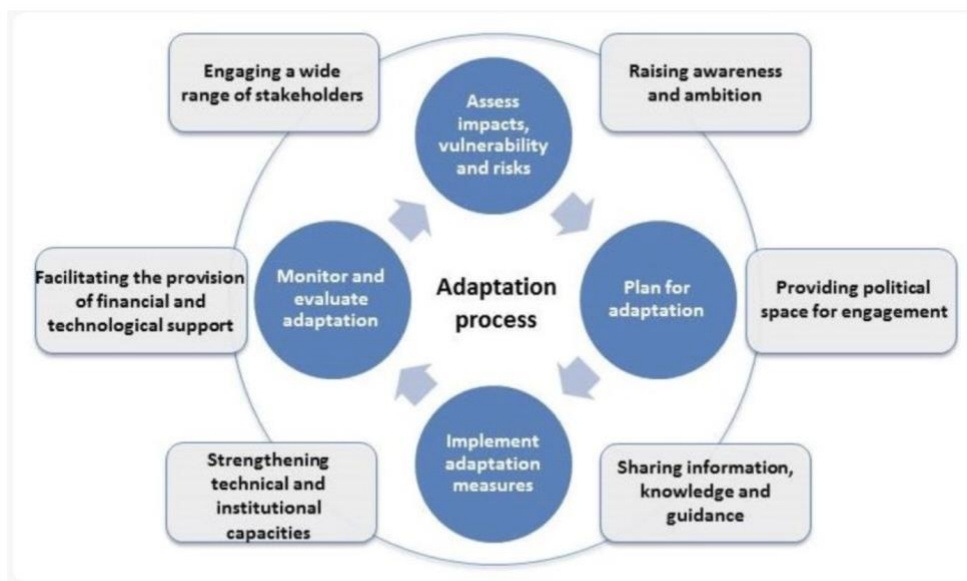
In this session, Singh Singh, Trinidad and Tobago, presented on adaptation, which she defined as actions or measures undertaken by countries aimed at reducing or preventing damages while also benefiting from opportunities arising from climate change impacts. She noted, however, that there are far more negative consequences that SIDS have experienced—and will continue experiencing—given their risk profiles and vulnerabilities.

Singh said the measures constituting adaptations can apply across numerous sectors and may involve ecological interventions or economic/social strategies tailored to local circumstances, since national and local contexts differ widely among countries and communities.

She described key milestones related to adaptation, including: Article 4 of the UNFCCC, adopted in 1992; establishment of the Adaptation Fund in 2001; the 2005 Nairobi Work Programme on impacts, vulnerability and adaptation to climate change; the 2010 Cancun Adaptation Framework (CAF); Articles 2, 7 and 8 of the Paris Agreement; and the Glasgow – Sharm el-Sheikh work programme on the GGA in 2021.

Singh described the following adaptation policy cycle, emerging from the CAF, as illustrated in **Figure 6**.

Figure 6



Source: UNFCCC Website

She said the CAF also established an Adaptation Committee to promote the implementation of enhanced action on adaptation in a coherent manner under the Convention and the Paris Agreement.

Article 7 of the Paris Agreement established a Global Goal on Adaptation (GGA), which seeks to enhance adaptive capacity, strengthen resilience, and reduce vulnerability to climate change. Article 7 also makes explicit links to adaptation in the context of mitigation ambition, recognition of developing country efforts, the adaptation planning process, Adaptation Communications, international support for developing countries, and the GST.

Adaptation Communications are expected to include priorities, implementation and support needs, plans, and actions, without creating any additional burden for developing country Parties. They can be submitted and updated periodically, as a component of, or in conjunction with, other communications or documents, including a National Adaptation Plan, an NDC, or a National Communication.

Singh noted that operationalising the GGA has been a complex challenge, both because adaptation interventions are local and context-specific, and because negotiators have struggled to reach agreement on key political issues, particularly those related to who should provide adaptation finance. Singh said that national BTRs are also expected to include information related to climate change impacts and adaptation, although this is voluntary.

On the [Glasgow – Sharm el-Sheikh Work Programme](#) on the GGA, Singh said the two-year work programme had eight objectives aimed at understanding the methodologies, indicators, data and metrics, needs, and support required for assessing progress towards the Goal. Throughout 2023, proposals for GGA targets began to emerge, including sectoral targets and alignment with the adaptation policy cycle.

She said AOSIS had proposed four high-level targets with the aim of keeping it very simple, not duplicating other targets, avoiding prescription given the complexity of adaptation in different contexts, and not adding to reporting burdens. However, in 2023, 11 targets to frame the GGA were agreed as part of the UAE Framework for Global Climate Resilience, including seven thematic targets and four process-oriented targets.

The sectoral/thematic targets are:

1. Significantly reducing climate-induced water scarcity and enhancing climate resilience to water-related hazards towards a climate-resilient water supply, climate-resilient sanitation, and access to safe and affordable potable water for all.
2. Attaining climate-resilient food and agricultural production and supply and distribution of food, as well as increasing sustainable and regenerative production and equitable access to adequate food and nutrition for all.
3. Attaining resilience against climate change-related health impacts, promoting climate-resilient health services, and significantly reducing climate-related morbidity and mortality, particularly in the most vulnerable communities.
4. Reducing climate impacts on ecosystems and biodiversity, and accelerating the use of ecosystem-based adaptation and nature-based solutions, including through their

management, enhancement, restoration and conservation, and through the protection of terrestrial, inland water, mountain, marine, and coastal ecosystems.

5. Increasing the resilience of infrastructure and human settlements to climate change impacts to ensure basic and continuous essential services for all, and minimising climate-related impacts on infrastructure and human settlements.
6. Substantially reducing the adverse effects of climate change on poverty eradication and livelihoods, particularly by promoting the use of adaptive social protection measures for all.
7. Protecting cultural heritage from the impacts of climate-related risks by developing adaptive strategies for preserving cultural practices and heritage sites and by designing climate-resilient infrastructure, guided by traditional knowledge, Indigenous Peoples' knowledge, and local knowledge systems.

The four process-related targets are:

1. **Impact, vulnerability and risk assessment:** By 2030, all Parties have conducted up-to-date assessments of climate hazards, climate change impacts, and exposure to risks and vulnerabilities, and have used the outcomes of these assessments to inform their formulation of national adaptation plans, policy instruments, and planning processes and/or strategies. By 2027, all Parties have established multi-hazard early warning systems, climate information services for risk reduction, and systematic observation to support improved climate-related data, information, and services.
2. **Planning:** By 2030, all Parties have, in place, country-driven, gender-responsive, participatory and fully transparent national adaptation plans, policy instruments, and planning processes and/or strategies, covering, as appropriate, ecosystems, sectors, people and vulnerable communities, and have mainstreamed adaptation in all relevant strategies and plans.
3. **Implementation:** By 2030, all Parties have progressed in implementing their national adaptation plans, policies, and strategies and, as a result, have reduced the social and economic impacts of the key climate hazards identified in the assessments referred to above.
4. **Monitoring, evaluation and learning:** By 2030, all Parties have designed, established, and operationalised a system for monitoring, evaluation, and learning for their national adaptation efforts and have built the required institutional capacity to fully implement the system.

However, the UAE Framework for Global Climate Resilience was weak on means of implementation, Singh explained. She emphasised: the importance of concessional and grant-based funding for adaptation and the provision of adaptation finance; the need to achieve a balance between adaptation and mitigation finance prioritising the needs of SIDS and LDCs; and the goal of doubling adaptation finance.

Singh said the thematic targets for the GGA will be unpacked as part of the work of the two-year UAE-Belém Work Programme (2024-2025), which is developing indicators for the 11 targets of the UAE Framework, to be finalised at COP 30 in Belém, Brazil. The goal is to adopt a manageable set of indicators, no more than 100 (from the current draft list of approximately 4000), at COP 30. Expert working groups have been established to develop the indicators, with 78 volunteer experts, of which only five are from SIDS.

The high-level ministerial dialogue on the urgent need to scale up adaptation finance took place in Baku in November 2024, she said, but progress on adaptation finance remains minimal. She mentioned National Adaptation Plans, which are supposed to be funded by the Green Climate Fund (GCF), Adaptation Fund, LDC Fund (LDCF), and the Special Climate Change Fund (SCCF). However, she said implementation of these plans has been lagging due to a lack of adaptation finance, despite the Glasgow Climate Pact (COP 26) where developed countries were urged to at least double their collective provision of adaptation finance from 2019 levels by 2025. She expressed disappointment on the lack of a subgoal for adaptation under the new collective, quantified goal on climate finance, emphasizing that the needs for adaptation finance are in the billions, and the current international climate finance flows from public sources are not meeting these needs. The latest *Adaptation Gap Report*, for instance, she said, lists adaptation needs as US\$ 387 billion, but flows for adaptation were at merely USD 27.5 billion in 2022.

Singh also discussed the Nairobi Work Program, a knowledge-to-action hub managed by the UNFCCC Secretariat, established in 2005. The programme synthesizes and disseminates adaptation information to practitioners, but while it generates a lot of information, it lacks usage.

Climate Finance Architecture

[See also the ecbi [Pocket Guide to Finance under the UNFCCC](#)]

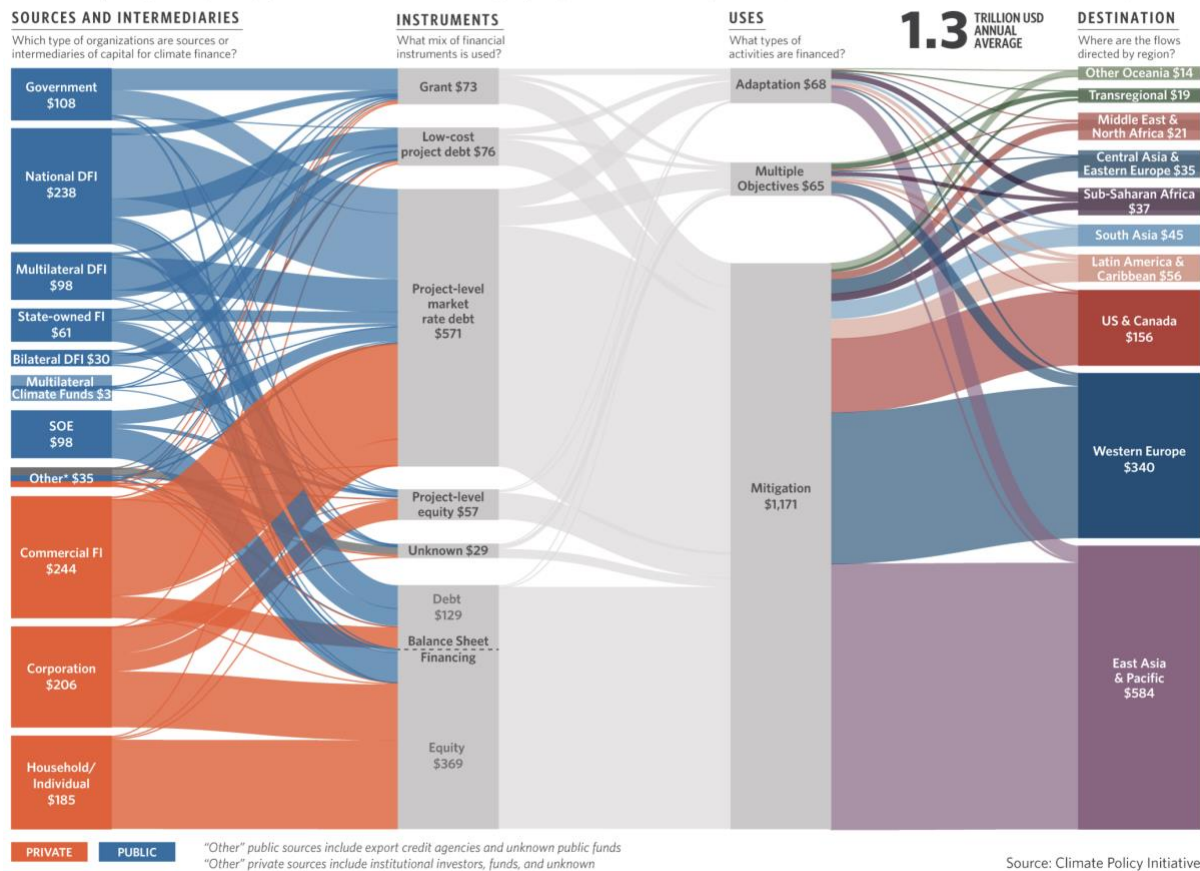
In this session, Ambassador Janine Felson, Ministry of Foreign Affairs, Belize, covered five main parts: an overview of the global climate finance architecture, the principles and provisions in the architecture, the live discussion on definitions, and the evolution of the climate change agenda over time, all leading up to COP 30 in Belém.

She presented the “spaghetti picture” of the landscape of climate finance produced by the Climate Policy Initiative, which includes public, private, domestic, and international finance, and shows where funds are flowing (**Figure 7**). She said the chart does not differentiate between developed and developing countries but instead shows the general direction of climate finance. It is clear, she explained, who the bigger recipients of climate finance are, with developed countries such as the US, Canada, and Western Europe receiving significant shares.

Figure 7

LANDSCAPE OF CLIMATE FINANCE IN 2021/2022

Global climate finance flows along their life cycle in 2021 and 2022. Values are averages of two years' data to smooth out fluctuations, in USD billions



She described the global climate finance architecture of the UNFCCC as a complex of mechanisms, institutions, multilateral funds, and initiatives that mobilize and channel financial resources to address climate change, particularly in developing countries. This architecture emerged from the climate finance paradigm enshrined in the UNFCCC, the Kyoto Protocol, and the Paris Agreement. Outside of this framework, she said, other funds and financial institutions also serve as channels for mobilizing finance. In the chart, bilateral institutions are shown at the top, multilateral institutions in the middle (including the UNFCCC financial mechanism), and recipients at the bottom.

Felson said the financial mechanism established under the UNFCCC includes various processes and institutional arrangements to strengthen its operation. The key entities include the Global Environment Facility (GEF), the Green Climate Fund (GCF), the Adaptation Fund, and a new Fund for responding to Loss and Damage (FRLD). Within the GEF, there are additional funds including the Least Developed Countries Fund (LDCF) and the Special Climate Change Fund (SCCF). The GEF was the first designated operating entity of the financial mechanism under the UNFCCC. Through the GEF Trust Fund, the LDCF and the SCCF were established in 2001. These funds together support developing countries with projects and programmes related to climate change mitigation and adaptation.

The GEF operates through various replenishment processes, and also services other multilateral environmental agreements. Thus, when it undergoes a replenishment process, it must raise funds for all these agreements, with climate change being one of its focal areas. The GEF is currently in its 8th replenishment process, which will conclude in 2026, and has already begun the 9th replenishment process. Under the current replenishment period, the GEF is focusing on the shift towards net-zero GHG emissions and climate-resilient development, with targeted funding in two main pillars and investments in integrated programmes that address multiple focal areas. Although the primary focus is on mitigation, the GEF also supports adaptation efforts and addresses the enabling conditions for mainstreaming mitigation concerns into sustainable development strategies. Within these initiatives, support is provided for capacity-building and transparency, which are crucial aspects of the Paris Agreement.

She emphasised that the trust fund supports both regional and global programmes, especially those that can generate valuable lessons and promote technology transfer. The LDCF and SCCF are vital resources for developing countries, particularly in terms of climate adaptation. The LDCF specifically addresses the unique climate adaptation challenges of LDCs, while all vulnerable countries are eligible to access the SCCF. However, priority is given to the most vulnerable countries in Africa, Asia, and SIDS.

Felson further highlighted that the LDCF has two funding windows: one for SIDS (Window A), and another for technology transfer, innovation, and private sector management (Window B). Since its inception, the GEF has disbursed USD 8.5 billion in financing and leveraged USD 66.9 billion in co-financing. During the GEF-8 replenishment cycle, the climate change focal area received USD 852 million out of a total of USD 5 billion, representing 15% of the total allocation.

She noted that the smaller funds, LDCF and SCCF, have disbursed USD 2 billion and USD 445 million, respectively. Felson emphasised that these funds are accessed only through implementing agencies—18 in total, most of which are UN-related. As an operating entity of the financial mechanism, the GEF receives guidance from the UNFCCC COP regarding policies, priorities, and eligibility criteria. The GEF reports to the COP, which initially provided annual guidance, but starting this year, that guidance will be biennial.

Turning to the GCF, Felson pointed out that it is the second key operating entity of the financial mechanism and the largest multilateral climate fund. In its second replenishment, the GCF received pledges totalling USD 12.8 billion, surpassing the USD 10 billion pledged in its first replenishment cycle, making it far larger than the GEF. The GCF has a strategic plan for 2024-2027 focusing on readiness (to help countries access the fund), mitigation, adaptation, and private sector involvement. It also incorporates loss and damage.

Unlike the GEF, the GCF can be accessed through both direct access entities (such as national or regional entities) or international agencies. For instance, in the Caribbean, Felson said, the Caribbean Community Climate Change Center is one such regional entity. The GCF allocates 50% of its funds to mitigation and the other 50% to adaptation. Within the adaptation portion, 50% is designated for SIDS, LDCs, and African countries. However, SIDS have received only 10% of the total funds disbursed to date, including with respect to multi-

country projects. Felson said the GCF also follows similar guidance from the COP and CMA and, like the GEF, that guidance will transition to a biennial cycle after COP 30.

Next, she discussed the Adaptation Fund, a crucial resource for SIDS that pioneered the concept of direct access entities. This fund is solely focused on adaptation. While it is smaller in scale—having committed USD 1.2 billion in grants—it has an underfunded pipeline worth up to USD 500 million. The cap for individual projects is USD 20 million, though this limit was recently increased. Despite its smaller size, Felson stressed that this fund plays a vital role in addressing adaptation needs.

She then moved to the FRLD, which emerged recently, noting that while it aims to address the financial challenges associated with loss and damage, the pledged amount of USD 741 million is far below the hundreds of billions of dollars estimated to be needed. Despite this shortfall, Felson confirmed that the fund is now operational within the World Bank, which acts as a financial intermediary, with host country privileges and immunities established to facilitate its operations. More developments are expected by the end of the year.

Felson then acknowledged that climate finance also flows through market mechanisms, with rules and guidance for these mechanisms recently being finalised.

Felson then presented the principles and provisions that underpin the climate finance regime, based on the UNFCCC, complemented by the Kyoto Protocol and the Paris Agreement.

She said finance under the Convention is governed by Articles 3, 4, 11, and 21, which outline principles, commitments, and operational mechanisms. Felson stressed the importance of the principle of CBDR, which runs throughout the entire climate framework. This principle underscores that developed countries should take the lead and fulfil their obligations, while developing countries receive support.

While the “polluter pays” principle is not explicitly stated, Felson argued that it is implicitly woven into the overall climate finance paradigm. She further explained that the Convention establishes that developed countries are obligated to provide new and additional financial resources to developing countries to help them meet transparency obligations and support their mitigation and adaptation efforts, based on agreed incremental costs.

Developed countries are also expected to consider the adequacy, predictability, and burden-sharing aspects of finance, which are crucial in the climate negotiations. The concept of additionality is important for distinguishing climate finance from official development assistance (ODA), ensuring that climate funds are distinct and do not replace other forms of aid.

Felson emphasised that this distinction is particularly relevant for SIDS, which often face challenges when their eligibility for aid is assessed based on GDP per capita. However, in the context of climate finance, developing countries should have access to concessional finance, regardless of their GDP per capita, even though this sometimes gets overlooked by bilateral entities and multilateral development banks. She emphasised that the climate finance

regime prioritizes the need for adequate, predictable funding and burden-sharing, with a focus on the additional costs of climate action and the importance of fairness in distribution.

Felson explained that the UNFCCC provisions lay the foundations for the climate finance architecture, which has been incorporated into both the Kyoto Protocol and the Paris Agreement. The Protocol reiterates that developed countries must provide agreed full costs in financial resources to developing countries, while considering the need for adequacy and predictability, as outlined in Article 11.

She pointed out that one addition to the climate finance paradigm from the Kyoto Protocol is the establishment of the market mechanism. Under this system, a share of proceeds from certified project activities under the Clean Development Mechanism (CDM) would be used to assist developing country Parties, particularly those vulnerable to the adverse effects of climate change, in meeting the cost of adaptation through the Adaptation Fund. This marked the first time a new type of funding source for a multilateral climate fund was introduced. However, Felson noted that the markets have not functioned as expected. As a result, the Adaptation Fund now largely depends on voluntary contributions and remains significantly underfunded.

Turning to the Paris Agreement, Felson emphasised that it builds on the lessons from the UNFCCC and the Kyoto Protocol. The Paris Agreement continues to highlight the obligation of developed countries to provide financial resources to developing countries. It also incorporates the market mechanism, now formalised under Article 6 of the Paris Agreement. Importantly, the Paris Agreement introduces a new layer of complexity as there was a strong push by developed countries to expand the donor base. This effort began as early as 2009 and 2010 with the Copenhagen Accord and its long-term USD 100 billion finance goal. The Paris Agreement enshrines the idea of collective efforts to mobilize financing, with developed countries taking the lead, as outlined in Article 9.3. She noted that this collective effort to mobilize financing has become a central feature of the climate finance discussions, especially highlighted during COP 29 in 2024.

Felson emphasised that the discussion on the evolution of climate finance would not be complete without reviewing the principles that have remained consistent from the UNFCCC to the Paris Agreement, particularly CBDR, which underpins the climate finance regime. However, other important aspects have also been maintained. One key element is the balance between mitigation and adaptation. The Paris Agreement emphasizes the need to consider the needs and priorities of developing countries, particularly those in SIDS and LDCs. An effort to prioritize support for these particularly vulnerable countries is ongoing.

Additionally, the Paris Agreement requires that the operating entities of the financial mechanism to develop processes and procedures for access and support that do not disadvantage developing countries, especially those with limited resources and capacities, such as LDCs and SIDS.

Another critical aspect of the Paris Agreement is its transparency architecture. Beyond transparency of climate action, the Agreement also mandates transparency of support. This includes ex-ante transparency—what developed countries plan to provide—and ex-post

transparency—what support has actually been provided. The latter feeds into the ETF and the GST, which serves as the ratcheting mechanism for the Paris Agreement.

Felson mentioned that beyond Article 9, when discussing climate finance, the Paris Agreement refers to financial flows and related matters. However, it is part of the larger discussion of means of implementation, and there are two other provisions that deal with means of implementation: Articles 10 and 11. These support implementation of the Paris Agreement, and several other provisions within the Agreement also speak to support. These provisions can be found in Articles 4.5, 7.1, 3, 13.4, and Article 15. Altogether, these elements reflect the evolution of the climate finance architecture, shifting it away from a strictly bottom-up approach to implementation and toward an international process of governance. This shift has resulted in the creation of a climate finance governance regime under the Paris Agreement, with transparency and accountability at its core.

Felson added that the Paris Agreement also includes a goal in Article 2, Paragraph 1(c), which addresses making finance flows consistent with a pathway towards low GHG emissions and climate-resilient development. The interpretation of this article remains a topic of much debate. A dialogue was established to explore what 2.1(c) means and its relationship to Article 9, as there are concerns that it might undermine Article 9.

She emphasised that there are no specific negotiating tracks, aside from the dialogue, to discuss the meaning of Article 2.1(c) and its complementarity with Article 9. The overriding concern is that the application of this shift in finance flows under Article 2.1(c) could, in effect, shift the burden of the cost for climate action to developing countries or otherwise divert finance from these countries, creating even more difficult conditions for accessing finance.

Felson stressed that this shift in the burden of costs is an important issue to consider when reflecting on the NCQG and how it has been structured. She then raised a question about whether a definition of climate finance exists, noting none of these agreements provide a clear definition. This lack of a clear definition has been a contentious issue, she explained, especially regarding the transparency and accountability aspects of climate finance.

Felson explained that the lack of an agreed climate finance definition stems from the bottom-up approach to reporting climate finance, where countries get to choose how they define and approach climate finance. The UNFCCC has offered a thematic focus on where finance should be directed, and the Standing Committee on Finance (SCF) provided an operational definition in its first biennial assessment. The SCF also published a technical report in 2023 that looked at various definitions and approaches to climate finance, attempting to cluster them. They updated their operational definition to include new elements from the Paris Agreement, particularly after 2015, focusing on adaptation and the instruments required for pursuing climate action under the Agreement, such as nationally determined contributions (NDCs), adaptation communications, and long-term low emissions development strategies (LTDS).

Felson highlighted that the debate over the definition of climate finance remains live and highly relevant. The reason for this is the growing gap between climate finance needs and

the available finance to realize the goals of the Paris Agreement, particularly the target of limiting global warming. There are mandatory obligations to provide and mobilize funding in support of the Paris Agreement's goals, and transparency and accountability are critical in ensuring these goals are met.

Felson further pointed out that, as indicated by the SCF, the scale and speed required for transitioning to low-emission, climate-resilient development pathways suggest that focusing solely on climate finance flows will be insufficient to meet the goals of the Paris Agreement. There is also concern about finance flows that could undermine the climate agenda, such as fossil fuel subsidies, fossil fuel investments, and environmentally harmful subsidies, which dwarf the USD 1.3 trillion in climate finance. On the other hand, opportunities, such as assets under management (USD 98 trillion) and bond issuance (USD 30 trillion), could potentially help close the gap.

Felson briefly reviewed the decisions made over the years, outlining how things have evolved. Starting with the establishment of funds like the GCF, and the USD 100 billion goal, the Paris Agreement reinforced this goal, indicating it would continue until 2025, when a new finance goal would be set. The Adaptation Fund now serves the Paris Agreement and will be fully accountable to the CMA once it starts receiving proceeds from the new market mechanism under the Paris Agreement. Until then, the Adaptation Fund remains under the authority of the Kyoto Protocol.

Felson also mentioned the Paris Agreement rulebook, which was largely agreed upon in Katowice in 2018 and sets the guidance for ex-ante reports and modalities, procedures, and guidelines for transparency of support. In 2021, during the Glasgow Climate Conference, important parameters were agreed upon, such as the share of proceeds to the Adaptation Fund from the market mechanism, which was increased to 5%. Continuation of the long-term finance programme and the launch of an ad hoc work programme for deliberating the NCQG were significant developments. Additionally, developed countries committed to doubling their adaptation finance from 2019 levels by 2025.

Felson highlighted that the FRLD was established in 2022, and noted further dialogue on the meaning of Article 2.1(c) and its complementarity to Article 9. The work of the SCF continued, it was agreed that a report on the USD 100 billion goal would be published every two years (2024, 2026, and the final report in 2028).

She acknowledged that while progress may seem incremental, it is important that the FRLD was operationalised. The SCF also looked to update the definition of climate finance. At COP 20, the most significant achievement for finance was the operationalisation of the Loss and Damage Fund, with initial pledges totalling USD 700 million.

Felson highlighted the NCQG that was agreed and sets a floor of USD 300 billion per annum by 2035. This goal includes a call for all actors to enable the scaling up of finance to at least USD 1.3 trillion by 2035, reflecting the gap between needs and available finance to support developing countries implement the Paris Agreement. Further movements on the LRLD and guidance for market mechanisms were also significant developments.

Felson went on by noting the ongoing work and developments in the climate finance governance agenda, including the long-term finance programme, the SCF, and the financial mechanism review, continues to track the flow of finance to ensure it aligns with the goals of the Paris Agreement. She discussed the various institutions specific to COP 30, including the ex-ante Article 9.5 reports. She mentioned the Baku to Belém Roadmap aimed at reaching the USD 1.3 trillion goal. Additionally, she highlighted the final report on doubling adaptation finance. She noted that in the context of the GST discussions, there would be dialogue around implementing the GST outcomes, with much focus on guidance for institutions.

Regarding the Article 9.5 reports, Felson emphasised the opportunity to reflect on the information being provided. She pointed out that SIDS must focus on where funding is being targeted and ensuring the provisions of the Paris Agreement related to their increased access to financing are addressed. In the case of the Baku to Belém Roadmap, she mentioned that the COP 28 and COP 29 presidencies were holding consultations on the roadmap's structures and scope, with a report summarizing the work to be considered at COP 30. She questioned whether the mandate given to the presidencies would end at COP 30 or continue. She noted the debate around how the roadmap could be seen as operationalizing the NCQG decision, much like the long-term climate finance mechanism that ensured the continuation of the USD100 billion.

Felson also discussed the NCQG's reporting mechanism through the ETF and said the SCF will track the mobilization of finance under the new goal. Regarding doubling adaptation finance, she noted that 2025 is a milestone year for its doubling, and a report on this will determine the way forward. She also linked this back to the discussion on the roadmap to USD 1.3 trillion and how finance would be integrated into the dialogue for implementing the GST outcome, which was still up for debate. Felson concluded by reflecting on the progress made after years of negotiations.

During the discussions, participants addressed how SIDS can access the USD 300 billion, and emerging risks to climate finance based on the domestic politics of countries like the US. Felson noted that the funds are likely to be channelled through multilateral development banks, which would render many higher income SIDS ineligible. She noted the focus on private finance and partnerships also makes access more challenging for SIDS. While difficulties in accessing climate finance is not a new issue, she said it will require even more focus in the future, particularly given the changes in domestic and global politics, with all donors diverting ODA to domestic security budgets.



Topical Issues in Climate Finance

[See also the ecbi [Pocket Guide to Loss and Damage under the UNFCCC](#)]

Benito Müller, ecbi Director, described the concept of loss and damage in the multilateral climate negotiations, explaining that the concept of liability and compensation was introduced in a submission by AOSIS when the UNFCCC was being negotiated in 1991. The submission called for an International Insurance Pool to provide financial insurance *“to compensate the most vulnerable small island and low-lying coastal developing countries for loss and damage resulting from sea level rise”*. The pool was meant to be funded by *“industrialised developed countries”* according to a formula involving GNP and country emission figures *“modelled on the 1963 Brussels Supplementary Convention on Third Party Liability in the field of Nuclear Energy”*.

This early reference to liability effectively killed discussions on loss and damage for 16 years, Müller said, and making a stand-alone discussion on the topic taboo. The next time loss and damage was referred to in the negotiations was in 2007, when the Bali Action Plan called for enhanced action on adaptation, including consideration of *“Disaster reduction strategies and means to address loss and damage associated with climate change impacts in developing countries that are particularly vulnerable to the adverse effects of climate change”*.

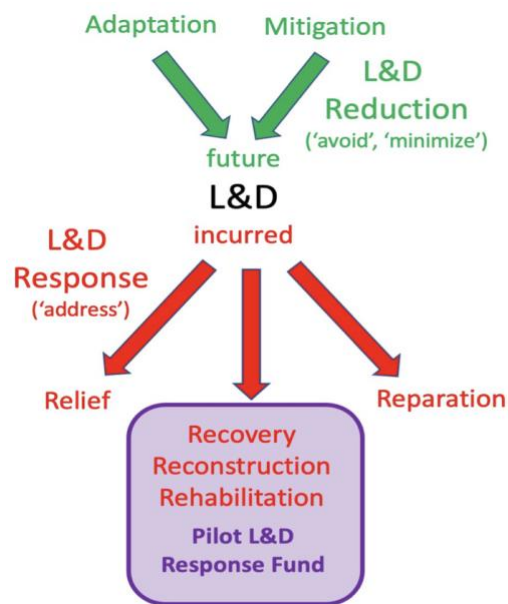
This was followed by a decision, as part of the Cancun Agreements in 2010, to *“establish a work programme in order to consider [...] approaches to address loss and damage associated with climate change impacts in developing countries that are particularly vulnerable to the adverse effects of climate change”*.

Three years later, Müller explained, the Warsaw International Mechanism (WIM) for Loss and Damage associated with Climate Change Impacts was established. Two years after that, loss and damage got its own stand-alone Article in the Paris Agreement (Article 8) – although the formulation was somewhat retrograde. The WIM talked about *“addressing”* loss and damage, while Article 8 recognizes *“the importance of averting, minimizing and addressing loss and damage associated with the adverse effects of climate change”*. This implicitly also refers to mitigation (averting) and adaptation (minimizing). Moreover, the Paris cover decision includes a “comfort clause”, stating that the COP *“agrees that Article 8 of the Agreement does not involve or provide a basis for any liability or compensation”*, demonstrating that the spectre of liability was perceived by some, particularly the US, as a live and active problem.

At COP 27 in 2022, in Sharm el-Shiekh, a breakthrough decision was adopted, to *“establish a fund for responding to loss and damage whose mandate includes a focus on addressing loss and damage”*. The decision acknowledged the *“urgent and immediate need”* for financial resources to assist particularly vulnerable developing countries *“in responding to loss and damage associated with the adverse effects of climate change ... in the context of ongoing and ex post (including rehabilitation, recovery and reconstruction) action”*. Arrangements for the operationalisation of the fund were adopted on the first day of COP 28 in 2023, in Dubai. The Board that was established to decide the modalities and governance arrangements for the fund was also tasked with giving the fund a name. This came as the US, which for decades resisted the entire concept of “loss and damage”, pushed back against references to a “loss and damage fund”. Instead, the US repeatedly referred to the fund as the “climate impact response” fund.

Müller presented a short description of the potential approaches that the future fund could take with respect to activities to support and disbursement modalities. He said while “avoiding” and “minimising” damage relates to mitigation and adaptation, they should not be the mandate of the fund, as disaster relief is already covered under disaster risk reduction, and discussions on reparation will not be acceptable. He proposed instead, focusing on funding activities that relate to recovery, reconstruction, and rehabilitation **(Figure 8)**.

Figure 8



Müller concluded with a proposal for a [Climate Solidarity Alliance](#), based on the precedent of the French Solidarity Tax and the Fiji Climate Relocation of communities Trust Fund.

He said France began collecting a solidarity tax on airplane tickets (*taxe de solidarité sur les billets d’avion*) in July 2006 as a way to help finance the fight against HIV/AIDS, tuberculosis, and malaria in severely affected countries through Unitaid. This tax was initially proposed by Presidents Jacques Chirac of France and Luiz Inácio Lula da Silva of Brazil in Paris in September 2005. The levy is a surcharge of €1 on economy class flights within Europe, €4 on long-haul economy class, €10 on business class within Europe, and €40 on long-haul business class. It is collected by the Directorate General for Civil Aviation which transfers it *not* to the general budget, but to a dedicated Solidarity Fund for Development managed by the French Development Agency. In 2023, the levy raised around €370 million, of which €210 million was channelled to UNITAID. According to the French government, “*no impact has been observed on French air traffic or on tourism following the establishment of the airline-ticket levy*”.

Presenting the Fiji Climate Relocation of Communities Trust Fund 2019, Müller said funding accrues through different domestic and international sources, mechanisms, facilities, and donors and is pooled through the Fund. The revenue is used to support planned relocation activities defined by the Climate Relocation of Communities Trust Fund Act (2019) and the Climate Change Act (2021). The Fund has been designed to leverage financing from a range of domestic revenue-raising mechanisms such as levies or taxes. One domestic source is the Environment and Climate Adaptation Levy (ECAL), which charges 5% on the gross annual turnover of several prescribed services (listed in the Table below). While the Government of Fiji will contribute 3% of the ECAL revenue (approximately USD 3.6 million) to the Fund, “*additional international and bilateral contributions are now required to take the initiative to scale.*”

Table 3. Services that will be subject to Environment & Climate Adaptation Levy are as follows:		
No	Service provider	Services subject to ECAL
1	Licensed hotels	Accommodation, refreshments, and <i>any other</i> services.
2	Tourist vessels operating within Fiji waters	Accommodation, refreshments, and <i>any other</i> services provided on board.
3	Licensed bars	Meals, beverages, and any other services provided in a licensed bar. This includes licensed bars located, for example, in private clubs.
4	Licensed Nightclub	Services such as music, dancing or other entertainment including other services
5	Inbound tour operators	Travel, tour and sight-seeing services.
6	Organizers of entertainment programs /product exhibitions	Entry fees to the events venue.
7	Recreational Activity operators	Recreational activities provided by these operators e.g. Skydiving
8	Cinema Operators	Entry fees and all services provided within the cinema premises.
9	Licensed Rental/hire car operators	With effect from 01/01/15 any hire of chauffeur driven motor vehicles
10	Bistros and coffee shops	Meals, beverages, and other services.
11	Licensed Restaurants	Meals, beverages, and other services.
12	Aircraft operators	This applies to charter flight services except for charter flights for medical or natural disaster relief evacuations services are not subject to STT and ECAL.
13	Water sports operators	All water sports activities including river safaris.
14	Home stay operators	Accommodation and other services provided in a private residence or property that accommodates tourists, international students or overseas visitors who are paying guests. It does not apply to hostels/accommodation operated by public educational institutions.
15	Unlicensed service operators	If a service provider is not licensed but meets the registration requirements and, it will be required to register and charge ECAL on the services provided.

Müller proposed an alliance of (national and sub-national) actors that are able and willing to introduce a Climate Solidarity Levy (CSL) earmarked as an innovative source of funding for responding to loss and damage from adverse climate impacts, in particular through the new FRLD.

He said CSLs can be used both domestically and to contribute to the FRLD, according to a distribution formula (to be agreed between CSA members). The formula could set limits on domestic use and introduce an FRLD solidarity pay-back multiplier for certain contributors, as suggested in the Table below. Developed country members would reward any FRLD contribution by a developing country member with a differentiated multiple direct payback to the domestic Climate Solidarity Fund of the developing country member in question. For example (following the differentiation proposed in the Table), if Fiji were to contribute USD 100 to the FRLD from its CSL revenue, then the developing country CSA members would apply a two-fold solidarity multiplier and contribute USD 200 to the Fiji Fund from their CSL revenue as “solidarity payback”. One of the advantages in this scheme is that countries with domestic Climate Solidarity Funds can receive innovative contributions from a variety of sources, including international ones, for responding to domestic loss and damage.

Equitable Participation	Most Vulnerable	Other Developing	Developed
Domestic use of revenue (up to):	100%	50%/100%	25%
LADF Contribution Pay-back	2x	1.5x/1x	0

Müller proposed that the levy and fund could be one of the outcomes of COP 30 in Belém.

In the discussions, participants addressed challenges in getting buy-in from governments and citizens, and the need for support in setting up domestic structures for the domestic funds.

Rules of Procedure and Decision Making

In this session, Pascale Bird, LRI, provided an overview of how negotiations take place, how decisions are made, the rules that govern the process, and possible outcomes of the negotiations.

Bird said negotiations are conducted based on draft rules of procedure (ROP). These rules remain in draft form because they were never formally adopted due to disagreements among Parties over the voting rule. They are still applied in practice and significantly influence how negotiations unfold. Since the ROP do not include provisions for voting, decisions are made by consensus under the UNFCCC. However, Bird said, consensus does not necessarily mean unanimity. While it is not explicitly defined in the ROP, it is generally understood to mean that no formal or explicit objection has been raised by any country. This does not require every country to affirmatively agree.

The presiding officer plays a key role in determining when consensus has been reached, said Bird, by scanning the room and assessing whether any Parties are objecting before gaveling to adopt a decision. The decision of the presiding officer could be challenged, said Bird, later providing an example of such a challenge in practice. If consensus is not reached, Rule 16 applies, meaning that the agenda item in question is automatically forwarded to the next session.

Bird said the ROP govern key aspects of the negotiation process, including agenda setting, quorum requirements, decision-making protocols, and the functions of the presiding officer. Countries sometimes use these rules strategically, making it essential to thoroughly understand them. Initially applied to the COP, the rules were later adapted for use in other governing bodies, including the CMP, CMA (under the Paris Agreement), and the SBs.

Next, Bird focused on the agenda, which she said is a crucial element of the negotiation process as it dictates what will be discussed. The agenda structures the meetings and negotiations during a session and is normally adopted at the opening of the first session to guide the work of the Parties. The agenda is prepared by the Secretariat in collaboration with the presiding officer and circulated at least six weeks before the session begins. It includes several types of items: those carried over from previous sessions, unresolved issues

forwarded under Rule 16, and new items proposed by Parties. Parties can also submit additional items later, which are included in a supplementary provisional agenda.

Each governing and subsidiary body has its own agenda, Bird continued, but some issues are crosscutting. For example, the Adaptation Committee reports to both the COP and the CMA, and the Adaptation Fund reports to both the CMP (under the Kyoto Protocol) and the CMA (under the Paris Agreement). These complexities sometimes result in joint agendas. It is important to understand under which agenda item a particular issue would be discussed, Bird advised, as some topics—such as capacity building—appear under multiple agendas.

She said some agenda items remain unresolved in terms of governance. A notable example is the Warsaw International Mechanism (WIM) for Loss and Damage. The governance of WIM is still debated, leading to its decisions being negotiated under the CMA and then approved by the COP.

Bird emphasised the importance of reviewing the annotated agenda when preparing for negotiations. Available on the UNFCCC website, this document includes background context, references to past decisions, links to relevant documents, and expected outcomes for each thematic area. Bird encouraged all participants to consult this resource for a clearer understanding of the negotiations.

To illustrate the agenda in practice, Bird presented an example from the previous year's SBSTA session. The agenda began with organizational matters such as adoption of the agenda itself, election of officers, and structuring of the session's work. Additionally, mandated events could take place alongside formal negotiations.

Bird then shifted focus to the role of the president in the negotiations. The president effectively controls the proceedings, she said and, while possessing a significant level of discretion, is required to exercise it fairly and in accordance with the ROP. The president remains under the authority of the governing bodies, such as the COP, CMA, and CMP, which collectively represent all participating states.

Providing political leadership is a crucial aspect of the president's role, Bird noted. This extends beyond the negotiation sessions themselves, as the president serves for an entire year, overseeing extensive preparatory work, consultations, and behind-the-scenes discussions. The president is assisted by a team in carrying out these responsibilities. Additionally, the president ensures adherence to the ROP, grants representatives the right to speak, announces decisions once they are made, and rules on points of order.

Bird explained that points of order are raised when a representative has concerns about how discussions are being conducted or how the presiding officer is exercising authority. To indicate this, representatives formed a "T" sign with their hands, requiring the president to immediately halt proceedings and address the issue before discussions can resume. The representative raising the point of order is required to explicitly state their concern, and the matter is resolved before any further negotiations could continue.

Bird then discussed possible outcomes of COP and SB meetings. One common outcome is COP decisions, which play a key role in shaping international climate governance. COP decisions can develop rules, modalities, and procedures—such as the Katowice Rulebook, which clarifies and expands upon provisions of the Paris Agreement. They also provide guidance to Parties on implementation; review existing obligations; launch new processes; establish subsidiary bodies or institutions; and address financial and organizational aspects of the treaty.

In addition to formal COP decisions, Bird listed political declarations, sometimes referred to as ministerial declarations or political agreements. These are formal statements by states or groups of states outlining their intentions regarding specific goals. Although not legally binding, such declarations carry significant political weight. Bird provided the example of the Copenhagen Accord, which, while never formally adopted, as an important political declaration that influenced future negotiations, including the Cancun Agreements.

Another common outcome is the launch of work programmes, which facilitate the implementation of decisions beyond formal negotiation sessions. Work programmes allow discussions to continue intersessionally, ensuring that substantive progress is made between meetings.

Bird emphasised that subsidiary body meetings produce conclusions rather than decisions. Unlike governing bodies, subsidiary bodies do not adopt decisions themselves but instead prepare draft texts for later adoption by the COP, CMA, or CMP. In cases where consensus is reached, draft decision texts are attached to the conclusions. However, when Parties do not agree on a draft text, procedural conclusions are issued instead, noting that discussions had taken place but that no consensus had been reached. This means that the topic would carry over to the next session.

Additionally, Bird pointed out that the UNFCCC Secretariat is mandated to submit reports on various issues, which are then formally noted, welcomed, or recognised as part of the meeting outcomes. Constituted bodies also submit annual reports to their respective governing bodies, often containing recommendations for the COP to adopt.

Turning to the legal nature of COP decisions, Bird reminded the audience that these decisions, like treaties, consist of a preamble and an operative part. The preamble provides context for interpretation, while the operative part contains the substantive commitments made by Parties. The language used in COP decisions is heavily negotiated, often reflecting compromises reached after extensive discussions. Due to the need to accommodate different perspectives, decisions are frequently drafted in vague terms, leaving room for interpretation.

Bird reiterated that while COP decisions are generally considered “soft law” and not legally binding, they still carry significant normative weight. They represent political commitments that influence national policies and actions, even if they are not legally enforceable. The same applies to conclusions issued by subsidiary bodies. The precise wording matters, as vague language such as conclusions having agreed ‘*to take into account*’ draft text could be open to different interpretations and hold up negotiations.

To illustrate procedural and legal issues encountered in negotiations, Bird concluded with examples from COP 29. One notable incident occurred at the end of the negotiations in Baku. When the decision on the NCQG was adopted, it was a significant moment, as it was one of the main expected outcomes of the negotiations. This decision was finalised during the closing plenary in the middle of the night, at a time when many delegations had already left. Although the question of quorum did not come up, the presiding officer—from Azerbaijan—did not follow the usual procedure of scanning the room to check for any objections. Instead, he rushed through the adoption of the decision without properly acknowledging potential objections.

Following this, several countries raised concerns. India reportedly attempted to raise a point of order, which, according to procedural rules, should have immediately halted proceedings to allow the party to voice its concerns. However, the presiding officer did not acknowledge India's request, and the decision-making process continued with other decisions being adopted. Later, when countries were given the opportunity to make their closing statements, India objected—but rather than focusing strictly on procedural concerns, it also raised substantive issues. As a result, its objection was not unequivocally treated as a point of order and the decision remained in place.

Bird said another procedural issue arose regarding the placement of an agenda item on the dialogue for implementing the GST. The disagreement centred on whether this dialogue should be placed under the finance agenda item or under the broader GST agenda item. Several groups, including the EU, AOSIS, and the LMDCs, strongly opposed placing it under finance. The scope of the dialogue had been contested in previous sessions, with some Parties viewing it as focused solely on finance, while others believing it should implement all GST outputs. As a result, negotiations stalled at the start of the CMA plenary, delaying discussions across various agenda items. Some Parties pushed for work to begin despite the lack of agreement on the agenda. Ultimately, a compromise was reached: the agenda item was placed under finance but with a footnote stating that this did not prejudge the scope of the dialogue.

Another example of procedural complexity occurred during the first week of negotiations concerning the just transition discussions, Bird continued. The presiding officer had indicated that certain negotiations should be closed by the end of the first week to avoid prolonging discussions into the second week under the COP or CMA. By the end of the first week, Parties had not managed to reach an agreement. Draft procedural conclusions forwarding the matter to the next SBs (June 2025) were circulated. However, some Parties wanted to continue discussions. Despite the SBchairs indicating that discussions would end and resume in 2025, Parties insisted on continuing negotiations. Ultimately, the CMA continued discussions during the second week, demonstrating that the process remains party-driven. While presiding officers have discretion, they ultimately operate under the authority of the COP and the Parties.

Bird said these examples illustrate how procedural issues can significantly impact negotiations, sometimes delaying substantive discussions.

During the ensuing workshop discussion, a question arose regarding India's objection at COP 29. Whether the presiding officer failed to see India's request or deliberately chose not to acknowledge it remains unclear. Reports and available footage suggested India may have attempted to indicate its desire to raise a point of order, but the presiding officer did not recognize it at that moment. Later, when India made a statement, it did not clearly and explicitly insist on a point of order, which contributed to the objection not being formally recorded as such.

The discussion also touched on broader multilateral negotiation dynamics. While objections can be noted, they do not necessarily prevent decisions from being adopted. In some cases, presiding officers acknowledge objections but proceed with adoption, as has happened in past negotiations, such as in Lima when Bolivia objected but the chair declared the decision adopted. Ultimately, decision-making in multilateral negotiations is not purely legal but also deeply political. It depends on how much political capital a country is willing to expend on an issue and how much influence the chairperson holds in guiding the process.

Another participant explained that, in treaty-making processes, Parties could submit reservations on specific clauses if the treaty allows for it. Even when a treaty does not permit formal reservations, Parties can submit their own interpretations of specific clauses, ensuring their stance is documented without nullifying their legal obligations. This is a common feature of negotiations, especially in framework agreements.

It was noted that some presiding officers could push decisions through despite objections, depending on their leadership style and the broader political context. In multilateral diplomacy, the willingness to expend political capital on a given issue often determines whether a country will escalate its objection or ultimately accept the outcome.

The conversation then turned to procedural matters, particularly regarding the draft rules of procedure. One participant asked whether the fact that the rules have never been fully finalised has caused any issues or loopholes in the negotiation process. In response, the question of voting procedures having been debated since COP 1 was mentioned. While the issue has occasionally resurfaced, Parties have largely chosen to operate under the existing draft rules without formally resolving the disagreement over voting. As a result, while the rules technically have not been adopted, they have been applied in practice, except for the provisions related to voting.

Another participant inquired about the extent to which a decision could be challenged after a session has ended. It was clarified that, in the example of India's objection, no challenge had been made during the session itself, making it very difficult for any Party to contest the decision afterward. In general, opportunities to challenge a presiding officer's ruling are limited, and once a session concludes, reversing or reopening decisions is nearly impossible. While an issue could be revisited in a future session, it is difficult to formally undo a decision once it has been finalised.

The discussion then shifted to the party-driven nature of the process, with one participant referencing a case involving the Adaptation Committee. In that instance, some states objected to a text on the grounds that it was drafted by the committee or the Secretariat

rather than submitted by a Party. To address this concern, the text was resubmitted with a statement that it had been introduced by the Chair. However, some Parties continued to object, arguing the text had still originated from the Secretariat.

It was explained that, while the negotiation process is party-driven, chairs and facilitators can propose text based on party positions. Nevertheless, Parties retain the right to reject any text they do not accept as a basis for discussion. While the Secretariat can assist in drafting, it cannot independently introduce text without Party approval. While the Secretariat provides technical support, decisions are ultimately made by the Parties.

A discussion followed regarding the role of presiding officers in negotiations. It was emphasised that presidents and chairs are nominated and elected by Parties, reinforcing the party-driven nature of the process. While the Secretariat provides technical support, decisions are ultimately made by the Parties.

It was also noted that ethical considerations played a role in negotiations. For instance, individuals who have been involved in drafting reports as part of expert groups sometimes returned to negotiations to advocate for their own texts, which some considered inappropriate. While no formal rule prohibits this, it is generally viewed as a matter of ethical discretion.

The discussion concluded with reflections on the importance of integrity and transparency in negotiations, underscoring the balance between procedural rules, political dynamics, and ethical considerations in multilateral diplomacy.

Negotiation Mechanics

In this session, Kishan Kumarsingh provided an overview of working modalities under the UNFCCC.

He noted that official documents are issued under a masthead bearing the UN and UNFCCC logos, with a document symbol (such as FCCC/SBI/2023/L.6/Add.1). The first part of the symbol denotes it is a UNFCCC document. The second designates the relevant Convention Body (for example, "CP" for the COP, "SBI" or "SBSTA" for one of the subsidiary bodies, or "SB" for documents prepared for both subsidiary bodies), followed by the year in which the document was prepared. The suffixes that follow denote the following:

- /INF denotes Information documents. These documents are not translated, are available in the original language of issue for general distribution, and are often prepared by the Secretariat
- /MISC denotes Miscellaneous documents. These documents are not translated, are issued on plain paper with no UN masthead, and are available for general distribution. In the UNFCCC process, submissions by Parties are normally issued as Miscellaneous documents.
- /Add. indicates an addition of text to the main document. The distribution category depends on the parent document.
- /Rev. indicates new text (Revision) superseding and replacing that of a previously issued document.

- /Corr. denotes corrigendum documents. It indicates modification of any specific part of an existing document to correct errors, revise wording or reorganise text, whether for substantive or technical reasons. The language of availability and scope of circulation depends on the parent document.
- /TP denotes technical papers.
- /L denotes limited distribution documents. They are usually translated. The distribution in hard copy is limited to those likely to be immediately interested in the work of the body concerned (however, these documents are usually available on the Secretariat website).
- Conference Room Papers (CRPs) are a category of in-session documents containing new proposals or outcomes of in-session work for use only during the session. The distribution in hard copy is limited to those likely to be immediately interested in the work of the body concerned (however, these documents are usually available on the Secretariat website).
- Non-papers are unofficial papers. These are often used as proposals by Parties as a compromise. In-session documents are made available informally to facilitate negotiations.
- COP Decisions, recommendations, and resolutions are contained in the second part of COP reports, while the first part of the report contains a summary of the proceedings of the session.
- Pre-session documents are available before the meeting, usually in all six official UN languages (Arabic, Chinese, English, French, Russian, Spanish). Post-session documents, normally the reports of a session, are also available in all six official UN languages. In-session documents are available only during meetings (CRPs, L documents, or MISC documents). While L documents are normally translated, CRPs and MISC documents are available only in the original language of issue.

Kumarsingh then provided a comprehensive overview of the formal and informal processes governing UN climate negotiations. He said plenary sessions serve as the main forum where countries that are parties to climate agreements convene for formal decision-making. He identified three key plenary bodies:

1. COP Plenary, the plenary of the Conference of the Parties under the UNFCCC.
2. CMA Plenary, the plenary of the Conference of the Parties acting as the meeting of the Parties to the Paris Agreement.
3. CMP Plenary, the plenary of the Conference of the Parties acting as the meeting of the Parties to the Kyoto Protocol.

While these plenaries may have overlapping agenda items, each operates under a distinct legal framework, leading to separate discussions and decisions. Kumarsingh emphasised that plenary sessions are formal settings with simultaneous translation available in all official UN languages. Participation in plenary sessions is open to:

- All Parties to the respective agreement (COP, CMA, or CMP).
- Observer states (such as non-Party countries).
- Accredited media approved by the UNFCCC.
- Non-governmental organizations (NGOs), including business groups, youth groups, Indigenous Peoples' organizations, and trade unions.

However, he clarified that accreditation is required to ensure the integrity of the process. He provided an example where an unvetted individual was able to attend a plenary session under a country's delegation, later making disruptive remarks. This incident illustrated the importance of the accreditation system as a safeguard against unauthorised or disruptive participation.

Kumarsingh underscored that key negotiations do not take place in the plenary. Instead, plenary sessions primarily serve the following functions:

- Finalizing decisions (gavelling agreements that have been negotiated elsewhere).
- Providing a platform for general statements by Parties, offering insight into their positions.
- Handling procedural matters, such as resolving disputes over wording in documents.

As an example, he referenced the Paris Agreement negotiations, where use of the word "*shall*" instead of "*should*" in a key provision led to a US objection, forcing the suspension of the plenary while further discussions took place outside of it.

Since substantive negotiations do not take place in plenary, Kumarsingh explained that two main forums handle negotiations:

Contact Groups

- Established to negotiate specific agenda items and produce agreed outcomes (decisions or conclusions).
- Open-ended, allowing participation from all Parties and accredited observers, unless one-third of Parties object.
- Chaired by appointed facilitators, guiding the discussion and ensuring progress.
- The chair has the authority to close the meeting to observers if negotiations become sensitive.

Informal Consultations

- Convened for more contentious issues where agreement is difficult to reach.
- Conducted through bilateral discussions, small group meetings, or other flexible formats.
- Often used when the plenary adoption of an agenda item is contentious.
- No significant procedural difference from contact groups, but they allow for greater flexibility in discussions.

Kumarsingh also noted that while plenary meetings feature simultaneous translation in multiple languages, contact groups and informal consultations are conducted exclusively in English. He cautioned that negotiating texts go through multiple drafts, requiring delegates to stay updated to avoid working with outdated versions.

In conclusion, Kumarsingh emphasised that understanding the structure of UN climate negotiations is crucial for effective participation. While plenary sessions are the formal decision-making forums, actual negotiations occur in smaller, less formal settings such as contact groups and informal consultations.

Use of Language and Terminology

In this session, Pascale Bird, LRI, focused on the language and terminology used in negotiation contexts. The presentation briefly revisited the language of legal obligations, followed by specific examples to highlight the nuances of wording within negotiation texts.

Bird said the legal character of provisions depends on multiple factors, including placement within the text (e.g., preamble, main text), subject phrasing, and specific wording used. One example illustrated how the phrase *support shall be provided to developing countries* contained a mandatory “*shall*” but lacked a clear subject, leaving ambiguity regarding who was responsible for providing support. Another example from the Paris Agreement’s Article 7 on adaptation used “*each party shall,*” which indicated a stronger obligation than simply stating “parties” or “all parties.”

Bird emphasised the significance of certain terms like “*as appropriate,*” which slightly diluted obligations by allowing room for interpretation. This wording suggested that an obligation existed but permitted discretion in how and when it was implemented. Bird also highlighted the difference between “*if appropriate*” and “*as appropriate*”—the former implying a choice to act or not, while the latter indicated an obligation with flexibility in execution.

To illustrate the gradation of bindingness in legal language, Bird provided a spectrum of terminology, from weaker to stronger obligations. The weakest phrasing, such as “*to consider,*” indicates a mere discussion without commitment, which is sometimes used as a delaying tactic in negotiations. Moving slightly stronger, the term “*may*” suggests optional action at the discretion of the involved parties. “*Should*” is commonly used, signalling expectation but not obligation. “*Will*” is stronger than “*should*” but still not as binding as “*shall*” or “*must.*”

Bird presented an example comparing the phrases: “*developed parties shall provide financial resources,*” “*developed parties should provide financial resources,*” and “*developed parties may provide financial resources.*” Each variation significantly affects the degree of obligation, she explained, adding that modifiers like “*shall endeavour*” or “*shall strive to*” further weaken commitments. Another phrase, “*urges parties in a position to do so,*” suggests action is expected but only from capable parties.

Bird then examined language used to postpone action, such as “*takes steps towards devising a process*” rather than directly committing to the process itself. Phrases like “*where sufficient information is available*” implies that further studies might be required before any steps are taken. “*With a view to*” adds vagueness, leaving commitments open-ended.

The presentation also addressed the strategic use of brackets in negotiations. Bird explained that bracketed text indicates unresolved wording, often containing multiple alternative phrases under discussion. The concept of “*agreed language*” refers to previously established treaty or decision text that cannot be renegotiated. Similarly, “*agreed ad-ref*” indicates some text has been settled within a draft decision and is no longer open for negotiation, although remaining sections are still under negotiation.

Bird provided examples of how terminology affected interpretation. One case compared the phrase “*the Paris Agreement*” with “*its Paris Agreement*.” The former treated the agreement as a standalone treaty, while the latter implied that the Paris Agreement was part of the overarching Convention. Legal interpretations varied, but Bird noted that prevailing arguments leaned toward recognizing the Paris Agreement as a separate legal entity despite its connections to the Convention.

Another example involved discussions about the role of the Adaptation Committee in developing indicators. Two options were under negotiation—one explicitly requesting the Committee to contribute, while the other included “*no text*”, effectively denying the Committee any role. Bird clarified that “*no text*” in negotiations simply meant the removal of any reference to a particular action or responsibility.

Similarly, discussions on “*means of implementation*” (finance, technology, and capacity building) revealed subtle differences in language. Phrases like “*recognize that means of implementation are crucial*” and “*reaffirms that adequate finance is critical*” did not create new commitments but merely acknowledged existing understandings. Bird pointed out that recognizing or reaffirming something does not impose new legal obligations.

Mock Negotiations

Trainees were split into four groups with divergent views on the NCQG: G77 and China, AOSIS, the EU, and the Umbrella Group. They were asked to familiarise themselves with the positions of these groups on the NCQG through reading their official submissions to the UNFCCC and preparing negotiating positions, including red lines and areas of compromise and flexibility, against the presentations on negotiating mechanics and tips.

The mock negotiations on the third day of the training took the form of a contact group which was opened by the Chair, whose role was played by Kumarsingh, followed by statements. A self-reflection session followed, where participants observed that it was very similar to the real negotiations, but with much stronger representation of G77 and China and AOSIS views – whereas in the real negotiations, the voices of the EU and the Umbrella Group are stronger. They observed that they should have engaged more closely in making specific textual changes. They felt the G77 and China and AOSIS had an easier time of the negotiations, with no push back from the EU and the Umbrella Group, for instance on the financial institutional structure and public sector finance.

Providing feedback, the resource persons congratulated the participants for their focused interventions. They noted the order of speakers in the real negotiations is that the G77 and China speaks first, followed by other groups that align with and support this position and then present additional perspectives. They encouraged well worded interventions with considerations of not only words in isolation, but the entire context of the paragraphs, to avoid misunderstandings. They also encouraged engagement beyond the formal space of the negotiations, by engaging informally with different groups.

Concluding Session

Participants provided feedback on the training, saying it was a great opportunity for novice negotiators to better understand the process before being dipped into a “pool of chaos”. They felt the information provided was eye-opening, though a lot to take in over a short period of time. One participant appreciated improved understanding of the negotiation process and its legal foundations. “It provides an invaluable opportunity for young negotiators to gain hands-on experience before entering the complex world of negotiations,” she said.

“Finally, I realised there is method in the madness,” said one participant. He appreciated the foundation-setting, from the genesis of the negotiations, to lay a proper foundation. He said he will leave the workshop more knowledgeable, and would recommend it to his colleagues. “Understanding the origins and evolution of these processes has helped me grasp their significance. Thanks to the organizers for exceeding my expectations—I leave this workshop more knowledgeable and better prepared,” he said.

Another participant said it made a daunting process less daunting, and he couldn’t wait to go back home to share his learning with colleagues.

A participant who had attended one COP said it was a “baptism in fire”, and he was disappointed with his performance. The workshop and grounding in different areas of the negotiations have prepared him to perform better in future COPs.

Participants also felt the workshop was intense and suggested adding an additional day to accommodate smaller breakout sessions and more time to digest learning and to prepare for the mock negotiations, as well as and possibly a second round of mock negotiations to apply the feedback received. They appreciated the guides and resources provided, and the social aspects of the workshop as well, which they said was a lesson in engaging with people and bonding, and an opportunity to get to know colleagues from other countries in the region. “The social aspects of the workshop, including the networking opportunities, were also valuable in fostering professional relationships,” one participant said.