



Piecing the Paris Puzzle

Links and Gaps in the Paris
Agreement on Climate Change

Ian Fry and Manjeet Dhakal

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Dr Ian Fry is the Ambassador for Climate Change and Environment for the Government of Tuvalu and part-time Lecturer at the Fenner School of Environment and Society, Australian National University, where he specialises in international environmental policy and law.

Manjeet Dhakal is Head of the LDC Support Team at Climate Analytics, and Advisor to the Chair of the LDC Group at the UNFCCC. He is also affiliated with Pokhara University, School of Environmental Science and Management, Nepal, as Adjunct Associate Professor for Environmental Management.

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INTRODUCTION

The 2015 Paris Agreement, which “*for the first time brings all nations into a common cause to undertake ambitious efforts to combat climate change and adapt to its effects*”,¹ was negotiated piece by piece, rather than as a whole document. Small negotiating groups (called contact groups or informal groups) negotiated different elements of the Agreement, often operating in isolation from the others. From time to time, the Co-Chairs of the Ad Hoc Working Group on the Durban Platform for Enhance Action (ADP) (the body established to negotiate the Paris Agreement) would call a joint meeting to review progress. Even so, few (if any) negotiators had a clear overall picture of the Paris Agreement in its entirety during the negotiations.

As a result, although several pieces of the Agreement are closely related and even overlap, not all the linkages between them are logical or, at least as yet, coherent.

The “Paris outcome” that emerged out of the 21st Conference of Parties (COP21) to the UN Framework Convention on Climate Change (UNFCCC) includes two components: not just the [Paris Agreement](#), but also accompanying [Decision 1/CP.21](#). The complex set of elements described in both documents are closely linked to each other. Parties to the Paris Agreement are required to produce **Nationally Determined Contributions** (NDCs), which may combine both mitigation elements (plans for emissions reductions) and adaptation elements (**adaptation communications**, indicating efforts to adapt to the impacts of climate change). Efforts made towards implementing these NDCs are then to be reported every two years.² (Developed country Parties are required to report greenhouse gas inventories annually, however, as Decision 1/CP.21 requires Parties to maintain the frequency and quality of reporting already required under the UNFCCC).³ In addition, the Paris Agreement calls for:

- Support to Parties for **adaptation**, to address the impacts of climate change (Article 7).
- Consideration of **loss and damage** due to climate change (Article 8).
- **Financial, technological, and capacity support** from developed country Parties, and others willing to contribute, to developing country Parties to assist them in their efforts (Articles 9, 10, and 11 respectively).
- Enhancement of climate change **education, public awareness, and public participation** (Article 12).
- Review of NDCs through an **enhanced transparency framework** (Article 13).
- Review of the overall progress made towards the long-term goals of the Paris Agreement every five years through a **global stocktake** (Article 14).
- A mechanism to **facilitate implementation and promote compliance** with the obligations under the Paris Agreement (Article 15).

There are also various administrative Articles in the Agreement, mirroring similar arrangements under the UNFCCC and relating to the role of the secretariat, establishment Subsidiary Bodies, entry into force, etc. (Articles 16-29).

The separation of elements into Articles in the Agreement is not always logical. For instance, forests, as sinks and reservoirs, are given separate treatment in Article 5 of the Agreement, although logically they could have been addressed in both Article 4 on mitigation and Article 7 on adaptation. Market mechanisms are dealt with under a separate Article 6, although they inherently relate to mitigation.

Identifying and addressing the links between these different complex elements is essential for the overall coherence and effectiveness of the Paris outcome. The different elements of the Paris Agreement will need to work well together to promote ambitious action on climate change, and present a clear and accurate picture

of where we stand. Adopting coherent guidelines to implement the Paris Agreement, the current priority for climate negotiators, is the first step to make all the linkages fit together. As Parties begin to implement the Agreement after the guidelines are agreed, it is inevitable that further links and gaps that prevent countries from implementing the Agreement smoothly and effectively will come to light. The first global stocktake in 2023 can then identify these functional problems, and further steer the Agreement towards more aggressive action to address climate change.

This paper attempts to identify links between the major elements of the Agreement and identify gaps where important links are missing. It identifies five types of linkages in the Paris outcome:

- **Direct** (including the NDCs, market and non-market mechanisms, adaptation action and communication, finance, technology development and transfer, capacity building, the transparency framework, the global stocktake, and the compliance mechanism).
- **Inferred** (including sinks and reservoirs, and loss and damage).
- **Conceptual** (including the temperature goal, gender equality, common but differentiated responsibilities and respective capabilities or CBDR-RC, human rights, and the integrity of all ecosystems).
- **Institutional** (including the UNFCCC, Kyoto Protocol, UN institutions, and the Intergovernmental Panel on Climate Change, or IPCC).
- **Collective group linkages** (including developing country Parties, especially those that are particularly vulnerable, least developed countries or LDCs and small island developing States or SIDS, and local communities and indigenous peoples).

DIRECT LINKAGES

Nationally Determined Contributions

Each Party is required to prepare, communicate, and maintain successive NDCs under Article 4 of the Paris Agreement. The nature of these NDCs is not elaborated, but most of Article 4 focusses on mitigation efforts. However, in 2014, at COP20 in Lima, Peru, Parties were invited to submit intended nationally determined contributions (INDCs) that could include an adaptation component.⁴ The NDCs that have been submitted so far therefore include both mitigation and adaptation elements. This ambiguity was carried forward into the Paris Agreement in Article 3, which calls on all Parties, in their NDCs, to undertake and communicate ambitious efforts as defined in, among other Articles, Articles 7 on adaptation.

This interpretation is not accepted by all Parties. At a [roundtable on linkages](#) organised under the UNFCCC in Bangkok on 3 September 2018, a number of countries (notably Australia, Canada, and Switzerland) said they saw no linkages between NDCs and adaptation communications, contending that Parties are mandated to provide mitigation-related information in their NDCs, whereas information on adaptation efforts is voluntary and can be submitted either in conjunction with NDCs, or through other vehicles.

The link between mitigation and adaptation is also complicated by Article 4.7 of the Paris Agreement, which calls for the consideration of mitigation co-benefits resulting from adaptation actions and/or economic diversification plans at the behest of one Party (Saudi Arabia). This resurrects old debates on whether discussions on adaptation should also include consideration on the “*impact of response measures*”, which implies that countries are economically vulnerable to actions to address climate change. UNFCCC Article 4.8 refers to specific needs and concerns of developing country Parties arising from the adverse effects of climate

change and/or the impact of the implementation of response measures. This concept is championed by the Organization of the Petroleum Exporting Countries (OPEC). While UNFCCC Article 4.8 does not use the word “*adaptation*”, the linkage between adaptation to the impacts of climate change and the impacts of response measures is often used as a negotiating tactic by OPEC, whose members are often unwilling to allow progress on adaptation unless there is progress on response measures.⁵ At the Bangkok roundtable, the Independent Alliance of Latin America and the Caribbean (AILAC) suggested that the mitigation co-benefits resulting from adaptation actions should be viewed as a mitigation outcome and hence be reported as a process towards emissions reductions.⁶ The proposal by AILAC appears to be a reasonable compromise, although for those Parties which have not proposed real mitigation outcomes in their NDC, this may not be acceptable.

Article 4 makes a number of linkages to other provisions of the Paris Agreement. First and foremost, it links to the long-term temperature goal set out in Article 2 to reach a global peaking of greenhouse gas (GHG) emissions as soon as possible, while recognising that peaking will take longer for developing country Parties (Article 4.1). Article 2 is also referenced with respect to the requirement for Parties to strive to formulate and communicate long-term low GHG emission development strategies (Article 4.19).

The important theme of “*progression over time*”, and the need to support developing country Parties is articulated in Article 3. This short Article defines the fact that NDCs are a global response to climate change, and all Parties need to undertake and communicate “*ambitious efforts*” as defined in Articles 4, 7, 9, 10, 11, and 13.

The reference to undertaking “*ambitious efforts*” is noteworthy as it represents the definitional tightrope that was necessary to accommodate the US in the Paris Agreement. During the first contact group on Article 4 in Paris, the US representative made it clear that the US could live with a requirement to “*prepare, communicate and maintain*” NDCs but not “*implement*” NDCs.⁷ The obligation to specifically implement emissions reductions would, according to the US delegate, trigger a referral to the US Congress and inevitably lead to the US not ratifying the Agreement. (Had other Parties known that the US was going to withdraw from the Paris Agreement even with this non-committal language, perhaps they would have pushed for stronger language associated with a requirement to actually implement NDCs). Therefore, the reference to “*ambitious efforts*” in Article 3 can only refer to efforts to communicate NDCs, rather than implement NDCs. This weakened referral to progression over time has implications for the transparency framework, global stocktake and compliance mechanism.

An important element of NDCs is the need to ensure that accounting for anthropogenic emissions and removals should promote environmental integrity, transparency, accuracy, completeness, comparability and consistency, and to ensure the avoidance of double counting (Article 4.13). Some of these accounting principles are also repeated in Article 6.1 and 6.2 on market-based mechanisms, and in the transparency framework (Decision 1/CP.21, paragraphs 92(c), (f), and (g)).

To assist developing country Parties in implementing their NDCs and to allow for higher ambition in their actions, there are explicit linkages to Articles 9 (finance), 10 (technology development and transfer), and 11 (capacity building) in Article 4.5. This link between NDCs and “means of implementation” is a key negotiating “deal” struck in the Paris Agreement. If developing countries Parties are being asked to reduce their emissions and achieve a high ambition in doing so, they need support through finance, technology, and capacity. This is a significant departure from the Kyoto Protocol which only required developed country Parties to take mitigation action. The “deal” is further articulated in Article 13.9, which calls on developed country Parties and other Parties to provide information on support provided on financial, technology transfer, and capacity building support provided to developing country Parties. The phrase “*and other Parties that provide support*”

opens the door to South-South cooperation, and breaks away from the bifurcated world of developed and developing countries of the UNFCCC.

To balance the equation, developing country Parties are invited to provide information on financial, technology transfer, and capacity-building needs, and support received in Article 13.10. The provision of information on support by developed country Parties is a compulsory requirement (through the use of the term “*shall*”), whereas the provision of information on needs by developing countries is non-obligatory (through the use of the term “*should*”).

The Paris Agreement establishes registries for NDCs (Article 4.12) and for adaptation communications (Article 7.12) to be maintained by the UNFCCC secretariat. There has been considerable debate whether these registries should be combined or separate, and whether reporting requirements and modalities for the maintenance of the registries should be similar or different. Many Parties contend that these registries should be separate, but this view is not shared by the Like-Minded Developing Countries (LMDCs), who call for one registry. In an attempt to explore some of the issues behind this debate, the Chair of the Subsidiary Body for Implementation (SBI) held a joint session of the contact groups dealing with the registries during the Bangkok negotiating session, in September 2018. One of the co-facilitators of the joint session remarked that while the discussion was useful, no conclusion was reached.⁸

The transparency framework articulated in Article 13 makes three cross links to NDCs, by:

- stating that the purpose of the transparency framework is to provide clarity and tracking of progress towards achieving each Party’s NDC (Article 13.5);
- linking to NDCs with respect to transparency of support provided to achieve actions under Article 4 on NDCs (Article 13.6); and
- calling on Parties to provide information necessary to track progress in implementing the NDCs (Article 13.7b).

Article 4 also provides a link between the NDCs and the global stocktake: the NDCs communicated every five years should be informed by the global stocktake (Article 4.9). This implies that each Party’s successive NDC should be cognisant of the global stocktake so that its NDC can be a significant contribution to the goal of the Agreement articulated in Article 2.

A link between NDCs and the compliance mechanism (Article 15) is obliquely referred to in the context of Parties that are included in regional economic integration organisations in Article 4.18. A broader link for all Parties is inferred in Article 15.1, which calls for the compliance mechanism to facilitate implementation and promote compliance with the provisions of the Agreement (hence including the NDCs).

A significant gap in Article 4 on NDCs is the lack of an explicit link to Article 5, on GHG sinks and reservoirs, including forests. Perhaps this reflects the disjointed nature of the negotiations, although quarantining forests (and the issue of Reducing Emissions from Deforestation and Forest Degradation, or REDD+) from NDCs appears to have been a tactical ploy by some countries (for different reasons, discussed in more detail later).

Market and Non-Market Mechanisms

Article 6 defines three mechanisms for voluntary cooperation between Parties:

- Cooperative approaches that involve the use of internationally transferred mitigation outcomes (ITMOs) (Article 6.2).

- A mechanism to contribute to the mitigation of GHG emissions and support sustainable development (Article 6.4).
- A framework for non-market approaches (Article 6.9).

The first two mechanisms are clearly linked to mitigation outcomes within NDCs, as noted in Decision 1/CP.21.⁹ The framework for non-market approaches is also linked to mitigation and adaptation ambition, and to enhancing public and private sector participation in the implementation of NDCs, in Article 6.8 (a) and (b).

There is no direct reference to the Article 6 mechanisms in Article 13 on the transparency framework, although there is an indirect link through the NDCs. Also, Decision 1/CP.21 calls for the avoidance of “double counting” on the basis of a “corresponding adjustment” by both Parties for anthropogenic emissions by sources and/or removals by sinks covered by their NDCs (paragraph 36). The avoidance of double accounting is also mentioned in Article 6.5, in the context of the mechanism defined under Article 6.4.

At what point the “corresponding adjustment” should take place is a matter of contention in the negotiations. Some Parties argue that the corresponding adjustment should take place automatically when a transaction takes place, while others believe that it should take place during the preparation of a national inventory, or the end of the accounting timeframe for NDCs.¹⁰ Irrespective of when the adjustment takes place, it is likely that this system will be regularly subject to a Technical Expert Review (TER) and Facilitative, Multilateral Consideration of Progress (FMCP) under Article 13, given the requirement to track progress in the implementation of NDCs in Article 13.7(b). The EU supported the inclusion of cooperative approaches under Article 6 in the NDC balance sheet at the Bangkok roundtable on linkages.¹¹ This indicates that the final reporting on NDCs to the transparency framework will include an accounting arrangement for tallying up the use of the ITMOs referred to in Article 6.2.

The framework for non-market approaches to sustainable development is being dealt with through a work programme under the Subsidiary Body for Scientific and Technological Advice (SBSTA), which was requested to enhance linkages and create synergy between, *inter alia*, mitigation, adaptation, finance, technology transfer, and capacity building (paragraph 39, Decision 1/CP.21). During the extended SBSTA session held in September 2018, New Zealand submitted a proposal for a draft decision on non-market approaches which proposed a work programme, including ways of identifying linkages and synergies with other work of the Paris Agreement.¹²

Adaptation Action and Communication

Article 7, on adaptation action and communication, refers to a global adaptation goal (Article 7.1), the challenge of adaptation (Article 7.2), and the country-driven nature of adaptation (Article 7.5). It links adaptation and mitigation with the well-recognised concept that more mitigation action can reduce the needs for adaptation action (Article 7.4). The operative elements of this Article relate to strengthening cooperation (Article 7.7), engaging in adaptation planning processes (Article 7.9), and submitting and updating adaptation communications (Article 7.10).

Links to other elements of the Paris Agreement are found in various paragraphs of Article 7. The global adaptation goal is linked to the overall goal of the Agreement (Article 7.1). Article 7.11 provides the option for an adaptation communication to be incorporated in an NDC, linking Article 7 to Article 4.

Links to finance, technology transfer, and capacity building are defined within the context of “continuous and enhanced international support” (Article 7.13). While there is no direct obligation for developed countries

to support developing countries in their adaptation efforts in Article 7, Article 13.9 on the transparency framework calls on developed country Parties and other Parties that provide support to provide information on Articles 9 (finance), 10 (technology development and transfer), and 11 (capacity building). Article 9.1, meanwhile, calls on developed country Parties to provide financial resources to assist developing country Parties with respect to both mitigation and adaptation “*in continuation of their existing obligations under the Convention*” (another concession to the US, to indicate that there are no new obligations for finance under the Agreement).

Article 7 does not refer to the transparency framework, but Article 13 on the transparency framework makes references to Article 7 adaptation actions, including good practices, priorities, needs and gaps, to inform the global stocktake (Article 13.5); and clarity on support provided and received for action under Article 7 (Article 13.6). Article 13.8 also requires Parties to provide information related to climate change impacts and adaptation under Article 7. In this context, there is something of an anomaly relating to the adaptation communications, which are generally considered to be forward-looking (*ex ante*) documents, listing future adaptation actions. Article 13.8, however, calls for reporting on impacts and adaptation, implying that adaptation communications should also include a backward-looking (*ex post*) component. Highlighting this requirement during the roundtable on linkages, South Africa noted that an additional tool for *ex post* reporting of adaptation, in addition to the adaptation communications, would also be useful, although Singapore responded that *ex post* reporting is not necessary.¹³

There has been a debate on whether adaptation communications should also undergo the TER process established under Article 13.11. During the September roundtable on linkages, the African Group and China indicated that adaptation communications should not be reviewed.¹⁴ This is an awkward position for China, as the LMDC group, of which they are a part, has consistently blurred the boundaries between mitigation and adaptation in NDCs. The TER teams are mandated with tracking progress with respect to the implementation and achievement of NDCs.

Article 7 makes a direct reference to the global stocktake instituted under Article 14, calling on the stocktake to recognise the adaptation efforts of developing country Parties, enhance the implementation of adaptation action, review the adequacy and effectiveness of adaptation and support provided for adaptation, and review overall progress in achieving the adaptation goal (Article 7.14). South Africa, the original proponent of the global goal for adaptation, is particularly keen to ensure a link between Article 7 and 14, to ensure that the an assessment of the achievement of the adaptation goal takes place.¹⁵ Article 14 does not directly refer to the global goal on adaptation, but it does call for the consideration of adaptation while taking stock of the implementation of the Agreement (Article 14.1).

Finance

While many of the links with finance have already been stated, some merit emphasis.

Article 9 on finance makes an oblique reference to the overall goal of the Agreement (described in Article 2) when, in Article 9.3, it calls on by developed country Parties, “*as part of a global effort*”, to take the lead in mobilising climate finance from a variety of sources, instruments, and channels, noting the significant role of public funds (although this is not an obligatory requirement, as the verb “*should*” is used).

Article 9 also refers to the transparency framework, calling on developed country Parties to provide transparent and consistent information on support to developing country Parties provided and mobilised through public interventions biennially (Article 9.7). The Conference of Parties serving as the Meeting of

Parties to the Paris Agreement (CMA) is to adopt modalities, procedures and guidelines (MPGs) for the provision of this information.

Article 9.5 includes a contested link to the transparency framework, calling on developed country Parties to biennially communicate indicative quantitative and qualitative information relating to support provided, and, as available, projected levels of public financial resources to be provided to developing country Parties. This is quite a controversial element of the current negotiations on the Paris Agreement rulebook. Developing country Parties would like to start work on this right away and see this as part of the overall Paris Agreement implementation guidelines “package” that needs to be resolved at CMA1. Developed countries contest this view, saying there is no direct reference to a timeframe for considering this work in Decision 1/CP.21; and there is no direct link to the transparency framework as Article 13.9 only refers to financial support provided, not indicative finance.

While there is a process to review support provided and mobilised by developed countries under Article 9.7, and a process for submission of information on support needed and received by developing countries (Article 13.10), there is no process to match these two sets of information. Perhaps the comparison between these two sets of information will take place as part of the global stocktake.

Finally, Article 9.6 includes the only direct reference to other sections of the Agreement in Article 9, calling for the global stocktake to take into account the relevant information by developed country Parties and/or Agreement bodies on efforts related to climate finance (“Agreement bodies” is not defined in the Agreement, although, as discussed later, this could cover a wide range of institutions that serve the Agreement).

Technology Development and Transfer

Article 10 on technology development and transfer makes a direct reference to the global stocktake, calling on the stocktake to take into account available information on efforts related to support on technology development and transfer for developing country Parties (Article 10.6).

It could also be argued that Article 10.1 makes an oblique reference to Article 2 on the overall goal of the Agreement, as it refers to a shared long-term vision on the importance of fully realising technology development and transfer in order to improve resilience to climate change and reduce GHG emissions.

There are numerous references to Article 10 in other parts of the Paris Agreement:

- Article 3 calls on all Parties to undertake and communicate ambitious efforts as defined, among other Articles, in Article 10.
- Support for developing country Parties, including support for technology development and transfer, is recognised in relation to the preparation and communication of NDCs in Article 4.5.
- Technology development and transfer is acknowledged with respect to international support for adaptation action in Article 7.13.
- Article 10 is also included in the context of the framework for transparency of support (Article 13.6), which calls for clarity of support provided and received, and in turn links to the global stocktake.

Capacity Building

Article 11 on capacity building mentions no direct linkages to other Articles of the Paris Agreement, but like technology development and transfer, it is referred to in numerous other Articles:

- Article 3 calls on all Parties are to undertake and communicate ambitious efforts as defined in, among others, Article 11.
- Article 4.5 calls for support to be provided to developing country Parties, including for capacity building.
- Article 7.13 calls for continuous and enhanced international support for adaptation, including capacity building.
- Article 13.6 calls for Article 11 to be considered in the context of the framework for transparency of support.

Transparency Framework

Article 13 on the transparency framework is the most connected Article in the Paris Agreement. It could be argued that the Paris Agreement is more about reporting and reviewing, than about actual actions to address climate change. This makes the transparency framework the central hub of the Agreement.

Article 13 includes links to:

- the overall goal in Article 2 (Article 13.5);
- clarity and tracking of NDCs and adaptation actions (Articles 13.6 and 13.10);
- clarity on support provided and received in relation to Articles 4 (NDCs), 7 (adaptation), 9 (finance), 10 (technology), and 11 (capacity building) (Article 13.6);
- information to track progress of NDCs (Article 13.7 (b));
- information on climate change impacts and adaptation (Article 13.8);
- MPGs for transparency of action and support (Article 13.13); and
- information for the global stocktake (Article 13.5).

There is an additional institutional arrangement that links to other Articles of the Agreement, directly and indirectly: the FMCP called for in Article 13.11, which shall consider efforts with respect to Article 9, and each Party's implementation and achievement of its NDC (an inferred linkage to Article 4). (There is no guidance on how the FMCP will operate in the accompanying Decision).

In addition to the FMCP, Article 13.11 of the transparency framework also establishes TERs to consider support provided (where relevant, as not all Parties are required to provide support) and implementation and achievement of NDCs by individual Parties (Article 13.12). (It is worth noting the reference to the "implementation" of NDCs here, whereas there is no obligation to implement NDCs in Article 4.)

The transparency framework also refers to "*transparency-related capacity*" of developing country Parties (Article 13.15), and providing support to developing countries for the implementation of Article 13 (Article 13.14). Both these paragraphs suggest that special financial support and capacity-building will be provided to developing countries to assist them with providing information for the transparency framework.

Global Stocktake

Article 14 on the global stocktake does not make specific linkages to other Articles of the Agreement, although its stated purpose in Article 14.1 (to assess collective progress towards achieving the purpose of the Paris Agreement and its long-term goals) links it to all elements of the Agreement.

There are several references to the global stocktake in other Articles of the Agreement:

- Article 4.9 calls for the NDCs, to be communicated every five years, to be informed by the outcomes of

the global stocktake.

- Article 7.14 (a-d) calls for the global stocktake to take into account the adaptation efforts of developing country Parties; enhance the implementation of adaptation action; review the adequacy and effectiveness of adaptation and support provided for adaptation; and review the overall progress in achieving the global goal on adaptation.
- Article 9.6 calls for the global stocktake to consider relevant information provided by developed country Parties and/or Agreement bodies on efforts related to climate finance.
- Article 10.6 calls on the global stocktake to take into account available information on efforts related to support on technology development and transfer for developing country Parties.

The link between the global stocktake and “*Agreement bodies*” in Article 9.6 is an interesting one and includes all the various institutions established under the UNFCCC and subsequently linked to the Agreement. This includes: the Green Climate Fund (GCF), the Global Environment Facility (GEF), the Least Developed Countries Fund (LDCF) and the Special Climate Change Fund (SCCF) (Decision 1/CP.21, paragraph 58). It could also include the SBSTA and SBI (Article 18.1).

Subject to decisions of the Kyoto Protocol Parties and the CMA, it could also include the Adaptation Fund (Decision 1/CP.21, paragraph 59). The Adaptation Committee (Decision 1/CP.21 paragraph 59), the Least Developed Country Expert Group (Decision 1/CP.21, paragraph 41), the Standing Committee on Finance (Decision 1/CP.21, paragraph 41), the Technology Mechanism (Article 10.3), Technology Executive Committee and the Climate Technology Centre and Network (Decision 1/CP.21, paragraph 66), and the Warsaw International Mechanism on Loss and Damage (Article 8.2) would also be included.

Three new institutions established under the Agreement could also be included in this collective term of Agreement bodies: the Paris Committee on Capacity-building (Decision 1/CP.21, paragraph 71), the Capacity-Building Initiative for Transparency (Decision 1/CP.21, paragraph 84), and the Local Communities and Indigenous Peoples’ Platform (LCIPP) (Decision 1/CP.21, paragraph 135 – see later discussion).

The global stocktake could also feasibly include the supervisory body of the “*mechanism to contribute to the mitigation of GHG emissions and support sustainable development*” (Article 6.4) and the committee of the “*mechanism to facilitate implementation of and promote compliance with the provisions of this Agreement*” (Article 15.2).

There is no direct link between Article 11 on capacity building and the global stocktake, although this link is created through the transparency framework, where Article 13.6 creates a collective link between Articles 4, 7, 9, 10 and 11 and the global stocktake.

Whether mentioned directly or not, the global stocktake is a collective assessment of the whole Agreement, as evidenced by the goal of the stocktake, which is to “*take stock of the implementation of this Agreement to assess collective progress towards achieving the purpose of this Agreement and its long-term goals...*” (Article 14.1).

Compliance Mechanism

Article 15 on the compliance mechanism is linked to all elements of the Agreement in Article 15.1, which calls on the mechanism “*to facilitate implementation of and promote compliance with the provisions of this Agreement*”. Its link to other Articles is therefore broad-sweeping.

The only cross reference to the compliance mechanism is found with respect to Regional Economic Integration Organisations in Article 4.18 on the NDCs.

The modalities and procedures of the compliance mechanism are still being negotiated. It is likely that there will be some form of trigger mechanism to direct work to the Compliance Committee. This could come from work of the TERs mentioned in Article 13.11, similar to the mode of work established under the Kyoto Protocol,¹⁶ as mentioned in the roundtable on linkages in September 2018. The FMCP, established under Article 13.11, could also trigger work for the Compliance Committee (although the FMCP may have overlapping responsibilities with the Compliance Committee).

During the linkages roundtable, many participants expressed the view that the work of the Article 15 Compliance Committee should be to identify and address systemic issues that pose a barrier for Parties to deliver on the Paris Agreement's provisions. However, there was a mixed view on whether issues raised during the TER process should feed into the Compliance Committee. Canada, China, Saudi Arabia, Switzerland and the US were of the view that the TER and the Compliance Committee have a distinct mandate, with the former providing technical assessment on reporting requirements and the latter examining systemic issues, and therefore should not be linked. There was also mixed response in terms of how information from the global stocktake and the Compliance Committee should feed each other.¹⁷

INFERRED LINKAGES

While some Articles of the Paris Agreement are not explicitly linked to each other, the Paris Agreement should be considered a package, with all elements interlinked. Certainly, this should be the case with the global stocktake. The following section reviews some of the “inferred” linkages in the Agreement.

Sinks and Reservoirs, Including Forests

Article 5.1 of the Paris Agreement states that Parties “*should*” conserve and enhance, as appropriate, sinks and reservoirs of GHGs referred to in UNFCCC Article 4.1(d), including forests. This is a very unusual paragraph, for a number of reasons.

First, it refers to the UNFCCC's use of the term sinks and reservoirs, which refers to biomass and a variety of ecosystems.¹⁸ This generic reference to sinks and reservoirs of GHGs would tend to suggest a link to NDCs for mitigation purposes, although it could be argued that the conservation of some sinks is more an adaptation response.

The next paragraph has strong links to “*policy approaches and positive incentives for activities relating to reducing emissions from deforestation and forest degradation, and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries*” (this concept is collectively known as REDD+). The notion of REDD+ has had a chequered history, with one group of countries, known as the Coalition for Rainforest Nations, spending most of their negotiating time focussing on this issue.¹⁹

Article 5.2 then refers to existing arrangements associated with “*results-based payments*” in relation to guidance and decisions agreed under the Convention. The paragraph makes a reference to “*joint mitigation and adaptation approaches*” which could be interpreted as a link to Article 6.1 on market mechanisms, which refers to allowing for higher ambition in mitigation and adaptation actions. Or, it could be a link to non-market mechanisms under Article 6.8(a), as it refers to promoting mitigation and adaptation.

To find the necessary links with Article 5.2 and other relevant Articles of the Paris Agreement, it is necessary to find references to results-based payments in previous decisions of the UNFCCC. Two paragraphs from a decision made at COP17 have relevance in this context. One refers to “*appropriate market-based approaches could be developed by the Conference of the Parties to support the results-based actions by developing country Parties*”²⁰ and another refers to “*non-market-based approaches, such as joint mitigation and adaptation approaches for the integral and sustainable management of forests as a non-market alternative*”.²¹ These paragraphs give two rather convoluted links to Article 6 of the Agreement. Whether Parties will accept these links, particularly as they refer to the UNFCCC, remains to be seen.

Nevertheless, forests are an important element with respect to GHG emissions and removals. Already Parties are proposing Kyoto-like language with respect to accounting for NDCs in the forest sector. Terms like “*natural disturbances*” and “*harvested wood products*” have appeared in the co-facilitators note on Agenda 3 of the Ad Hoc Working Group on the Paris Agreement (APA).²²

Loss and Damage

Article 8, on loss and damage, is a bit lost and damaged in itself. In the lead up to Paris, the US and EU opposed the inclusion of references to loss and damage in the Paris Agreement.²³ The US strategy to counter its inclusion consisted of three steps: first, the team suggested it had no relevance in the Paris Agreement; then, they suggested that it should be incorporated in the Article related to adaptation; and finally, they suggested that it related to early warning systems and emergency preparedness only.

As the Paris Conference came closer, the strategy proved unsuccessful – the G77/ China posed a united front, calling for loss and damage to be a separate Article. The final ploy by the US was to suggest that if a separate Article on loss and damage was to be included, explicit language will be needed, stating that loss and damage due to climate change will not give rise to claims of liability or compensation. The final text of Article 8 was agreed by a small group of Parties on the penultimate night of the Paris Conference, including text limiting claims for liability and compensation in Decision 1/CP.21, paragraph 51.²⁴ This meant there was no time left to develop links with other elements of the Paris Agreement. Hence, the links between Article 8 and other elements of the Agreement can only be inferred.

Article 8.3 suggests that Parties should “*enhance understanding, action and support*” with respect to loss and damage. The word “*support*” creates an inferred link to Article 9 (finance), 13 (transparency), 14 (global stocktake), and 15 (compliance mechanism).

At the September 2018 roundtable on linkages, the Alliance of Small Island Developing States (AOSIS) and El Salvador pointed out that an assessment of the loss and damage caused by climate change constitutes a clear input for assessing the success or failure of reaching the long-term goals of the Paris Agreement stated in Article 2 (to limit the increase in the global average temperature to well below 2°C above pre-industrial levels and pursue efforts to limit the temperature increase to 1.5°C; increase the ability to adapt; and make finance flows consistent with a pathway towards low GHG emissions and climate-resilient development). Loss and damage is therefore a fundamental crosscutting issue linked to a number of thematic areas, including elements of the Paris Agreement Work Programme, and should be explicitly incorporated in the guidance for adaptation communications, reporting for the transparency framework, and the global stocktake.²⁵

Article 8 also has overlapping language with Article 7 on adaptation – for instance, both Article 7.7(c) and Article 8.4(a) refer to “*early warning systems*”. In the roundtable on linkages, South Africa highlighted that risk

assessment and identification of vulnerabilities is a key component of adaptation communications, and has clear links to language identified in Article 8.²⁶

CONCEPTUAL LINKAGES

Some elements of the Paris Agreement are more conceptual than institutional. Many of these are captured in the Agreement's Preamble, and some of these are explored below.

Temperature Goal

One of the most contentious issues during the negotiation of the Paris Agreement was the inclusion of a reference to a temperature stabilisation goal. Most developed countries and the LMDCs wanted to maintain the “below 2° C” goal agreed under the Cancun Framework.²⁷ However, SIDS and LDCs were adamant that a reference to 1.5°C was necessary. Following a coalition of organisations and groups around the 1.5°C goal, a compromise was reached, and both temperature limits were included in Article 2.2(a).

The temperature goal is a point of reference for the entire Agreement. In particular, it is a clear pivotal point for:

- the development of NDCs, and the aim to “*reach global peaking of greenhouse gas emissions as soon as possible*” (Article 4.1);
- the 2018 facilitative dialogue (later rechristened the Talanoa Dialogue) that is meant to inform the reconsideration of NDCs before 2020 (Decision 1/CP.21, paragraph 20); and
- the invitation to the IPCC to provide a special report on the impacts of global warming of 1.5°C above pre-industrial levels (Decision 1/CP.21, paragraph 21).

The temperature goal is also a reference point for the adaptation goal established in Article 7.1. Article 7.14(d) gives specific guidance to the global stocktake to review overall progress in achieving the global goal on adaptation, and hence the temperature goal.

Interestingly, Article 13.5 on the transparency framework makes two references to the objectives of UNFCCC's Article 2, rather than Article 2 of the Paris Agreement. This was perhaps an editing error that was never picked up. It is resolved later, to some extent, as Article 13.5 continues to specify elements of the objective: “... *including clarity and tracking of progress towards achieving Parties' individual nationally determined contributions under Article 4, and Parties' adaptation actions under Article 7, including good practices, priorities, needs and gaps, to inform the global stocktake under Article 14*”.

Finally, Article 14 on the global stocktake also links to the temperature goal, as its stated purpose is to take stock of the implementation of the Agreement and to assess the collective progress towards achieving the purpose of the Agreement and its long-term goals.

Gender Equality

The Preamble to the Paris Agreement calls on Parties to respect, promote and consider gender equality, and the empowerment of women. Gender is also referred to in other Articles and decisions of the Paris outcome:

- Article 7.5 calls for adaptation action to be gender-responsive.
- Article 11.2 calls for capacity building efforts to be gender responsive.

- Decision 1/CP.21, paragraph 102 calls for gender balance in the composition of the Compliance Committee.

A Gender Action Plan was adopted at COP23, although the only reference to the Paris Agreement in the Action Plan is a recalling of Decision 1/CP.21 in its Preamble.²⁸

CBDR-RC

The principle of “common but differentiated responsibilities and respective capabilities” (CBDR-RC) is a founding principle of the UNFCCC,²⁹ and a basis for the differentiated responsibilities of developed and developing countries. It is also linked to the notion of historical responsibility, described in the third paragraph of the UNFCCC’s Preamble.³⁰

As economic circumstances have changed since the UNFCCC was opened for signature in 1992, the notion of CBDR has become highly contested. Efforts to reflect the changed economic circumstances include the addition of “*in the light of different national circumstances*” to CBDR (making it CBDRILDNC) in the Preamble of the Paris Agreement. Article 2.2 also refers to CBDRILDNC, making it a cornerstone of the Paris Agreement. Article 4.2 refers to CBDRILDNC in the context of the ambition of NDCs, as does Article 4.19, in the context of long-term, low GHG emission development strategies.

It could be argued that the concept of “nationally determined” in NDCs is a manifestation of the principle of CBDRILDNC, as the notion of “different national circumstances” is encapsulated in the concept of “nationally determined”.

Human Rights

The Preamble of the Paris Agreement also calls on Parties to respect, promote, and consider their respective obligations on human rights. There is no other reference to human rights in the Agreement itself, although Parties have now submitted proposals to include consideration of human rights in the implementation guidelines of the Agreement. The LDCs have proposed the inclusion of a reference to human rights in the implementation guidelines for Article 6 on market mechanisms.³¹ Human rights could also be a consideration for all the institutions that serve the Agreement. For instance, Decision 3/CP.17 which establishes the GCF calls on the GCF Board to “social safeguards”,³² and social safeguards are also a requirement for results-based payments for REDD+.³³

The concept of human rights is also linked to the notion of climate justice. The Preamble to the Paris Agreement notes “*the importance for some of the concept of 'climate justice'*”. The use of the term “*for some*” and the fact that the term climate justice is incorporated within quotation marks tends to infer that the notion of this concept is not widely accepted.

Integrity of all Ecosystems

The concept of integrity of all ecosystems appears in the Preamble to the Agreement. The Preamble further notes that this concept is “*recognised by some cultures as Mother Earth*” (without quotation marks). The importance of ecosystems is recognised throughout Article 7 on adaptation, in Articles 7.2, 7.5 and 7.9(c). The resilience of ecosystems is also identified as warranting understanding, action and support in Article 8.4(h) on loss and damage.

INSTITUTIONAL LINKAGES

The Paris Agreement makes linkages to a number of institutions and unspecified bodies. Some of these explored below.

UNFCCC

There are numerous references to the UNFCCC in the Paris Agreement. In fact, in the lead up to Paris there was much contention as to whether the Agreement was “*under*” the UNFCCC and whether principles like CBDR-RC still applied. Much of this debate was in the context of Article 2 of the Agreement, and how the relationship between the Paris Agreement and the UNFCCC would be framed.³⁴ In the end, Article 2.1 defines the relationship as “*enhancing the implementation of the Convention*”. This careful choice of words implies a close relationship without suggesting subservience. Importantly, the Preamble of the Paris Agreement requires that a Party to the Agreement must first be a Party to the UNFCCC. This sets up combined obligations and also creates convenient institutional linkages. For instance, Article 16 states that the UNFCCC COP shall serve as the meeting of Parties to the Agreement. Other institutional arrangements follow from this.

Article 16.5 of the Paris Agreement states that the UNFCCC rules of procedure for the COP and UNFCCC financial procedures apply *mutatis mutandis* to the Agreement. It is interesting to note the reference to “*financial procedures*”. It is unclear whether this refers to administrative financial arrangements established by the secretariat and approved by the COP, or to the UNFCCC’s financial mechanism. This ambiguity is resolved to some extent by Article 9.8 on finance, which states that the UNFCCC financial mechanism, including its operating entities, shall serve as the financial mechanism of the Agreement.

Articles 17 and 18 state that the secretariat and the Subsidiary Bodies of the UNFCCC shall serve the Agreement. Article 22, 23, and 24 state that UNFCCC procedures also apply to the Agreement, including adoption of amendments, adoption and amendment of annexes, and settlement of disputes.

Article 1 of the Paris Agreement states that definitions contained in UNFCCC Article 1 apply to the Agreement. In addition, “*sinks and reservoirs of greenhouse gases*” in Article 5 of the Agreement are defined by UNFCCC Article 4.1(d).

Apart from these arrangements, there are other references to the UNFCCC throughout the Paris Agreement:

- Article 4.14 states that existing methods and guidance under the UNFCCC should be taken into account when recognising and implementing actions under Article 4 of the Agreement.
- Article 7.7(a) states that the Cancun Adaptation Framework,³⁵ an institutional arrangement established by the COP, should be used as a guide for strengthening cooperation on enhancing action on adaptation.
- Article 7.7(b) states that Parties to the Agreement are encouraged to strengthen institutional arrangements, including those under the UNFCCC.
- Article 9.1 states that developed country Parties are required to provide financial resources to assist developing country Parties in continuation of their existing obligations under the UNFCCC, as noted earlier.

The Paris Agreement’s transparency framework draws significantly from the UNFCCC. Article 13.3 suggests that the transparency framework shall build on, and enhance, the UNFCCC transparency arrangements. Articles 13.4 and 13.13 state that arrangements established under the UNFCCC, including national communications, biennial reports, biennial update reports, international assessments and review, and international consultation and analysis shall form part of the experience for developing MPGs for transparency

of action and support. Decision 1/CP.21, paragraph 92(e) also links the transparency framework to the quality and frequency of reporting required under the UNFCCC.

As noted earlier with respect to the global stocktake, there are numerous institutions and institutional arrangements established under the UNFCCC that will also serve the Paris Agreement.

Kyoto Protocol

There are no direct linkages to the Kyoto Protocol in the Paris Agreement, although Parties to the Kyoto Protocol are invited to consider whether the Adaptation Fund should serve the Agreement by Decision 1/CP.16, paragraph 60. This may reflect the US' opposition to the Kyoto Protocol. Even the Article 6 market mechanisms of the Agreement, which bear a striking resemblance to the mechanisms established under Article 6, 12, and 17 of the Kyoto Protocol, are not referenced. It is likely that certain systems of accounting and institutional arrangements developed under the Kyoto Protocol may apply to the Article 6 market mechanisms. For instance, some Parties have drawn on their experience from the Clean Development Mechanism of the Kyoto Protocol to frame the operations of the mechanism established under Article 6.4.³⁶ One Party has even gone so far as to suggest that units generated under the Kyoto Protocol should be carried over into the accounting system for market mechanisms of the Agreement.³⁷

UN Institutions

There are a number of references to other UN institutions salted throughout the Paris Agreement. Article 16.8 recognises the UN and its specialised agencies, and the International Atomic Energy Agency, as observers to the Agreement.

Article 7.8 on adaptation encourages UN specialised organisations and agencies to support the efforts of Parties to strengthen their cooperation on enhancing action on adaptation. Further collaboration with UN institutions is also inferred in a more generic reference to “*relevant organizations and expert bodies outside the Agreement*” in Article 8.5 on loss and damage. The International Organization on Migration has already assisted in a workshop on the Task Force on Displacement which was established under Decision 1/CP.21, paragraph 49. Other UN agencies are members of the Task Force.

There is another generic reference to “*institutions serving the Agreement*” in Decision 1/CP.21, paragraph 64, which could include a number of UN agencies, “*to enhance the coordination and delivery of resources to support country-driven strategies through simplified and efficient application and approval procedures, and through continued readiness support to developing country Parties...*”.

IPCC

The IPCC is a grouping of scientists nominated by governments to collate and assess information relating to climate change. It is an independent body from the UNFCCC and Paris Agreement. The only specific reference to the IPCC in the Paris Agreement is found in Article 13, where Parties are required to regularly provide national inventory report of anthropogenic emissions and removals by sinks of GHGs using good practice methodologies accepted by the IPCC and agreed upon by the CMA.

It is, however, referenced in a number of paragraphs within Decision 1/CP.21. For instance, paragraph 21 invites the IPCC to provide a special report in 2018 on the impacts of global warming of 1.5°C above pre-industrial levels and related global GHG emissions pathways. Paragraph 31(a) invites Parties to use

methodologies and common metrics assessed by the IPCC and adopted by the CMA for guidance for accounting for NDCs. It is interesting to note that the methodologies used by the IPCC must also be approved by the CMA. While some may view this as simply a procedural step to give the CMA authority to review methodologies developed by another independent body, there have been circumstances where IPCC methodologies have been questioned.³⁸

The latest reports of the IPCC are suggested as sources of information for the global stocktake in Decision 1/CP.21, paragraph 100(iii)(b). In response, the forty-seventh session of the IPCC (IPCC47) adopted a decision to align the work of the IPCC with the needs of the global stocktake.³⁹ A task group on “the organization of the future work of the IPCC in light of the global stocktake” has been formed, and a terms of reference agreed to guide its work. The discussion will be taken forward at IPCC48 under the agenda item titled “Organization of the future work of the IPCC in light of the global stocktake”.⁴⁰

COLLECTIVE GROUP LINKAGES

Developing Country Parties, especially the Particularly Vulnerable

The Preamble to the Paris Agreement refers to the special circumstances of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change, as provided for UNFCCC. The reference to the UNFCCC alleviated the need to redefine vulnerable developing countries. Defining which countries were the most vulnerable was a significant point of contention within the G77/China in the context of the negotiations on Article 7 on adaptation.⁴¹ Numerous options were presented in the G77/China’s draft position, before it was agreed to revert to the language of the UNFCCC.

Article 6.6 of the Paris Agreement establishes a share of proceeds from activities relating to the Article 6.4 market mechanism, to assist the particularly vulnerable (using text from the UNFCCC).

Article 7 uses various formulations to acknowledge the particularly vulnerable, including two UNFCCC formulations: “*vulnerable groups*” in Article 7.5; and “*vulnerable people*” in Article 7.9(c).

In Article 9.4, the Paris Agreement includes the phrase “*those that are particularly vulnerable to the adverse effects of climate change and have significant capacity constraints...*”. Linking vulnerability and capacity constraints tends to suggest that vulnerability alone is not worthy of special consideration but must also be accompanied by capacity constraints. This opens the door for special consideration for LDCs and SIDS.

Article 11.1 on capacity building also acknowledges the capacity needs of the particularly vulnerable, using a formulation from the UNFCCC.

LDCs and SIDS

The special circumstances of LDCs and SIDS is recognised throughout the Paris Agreement. This was also a contentious issue among developing countries, as African countries that are not LDCs or SIDS also wanted special recognition of their vulnerability, drawing on language from the 2007 [Bali Action Plan](#), which refers to “... *needs of countries in Africa affected by drought, desertification and floods*”.⁴² However, the presence of significant economies in Africa (notably South Africa) probably mitigated against their inclusion.

The Preamble to the Paris Agreement makes particular reference to the special needs of LDCs with regard to funding and transfer of technology.

Article 4.6 on NDCs states that LDCs and SIDS “...*may prepare and communicate strategies, plans and actions for low greenhouse gas emissions development reflecting their special circumstances*”. Initially, this was intended to be an alternative to preparing NDCs.⁴³ The language is now somewhat ambiguous, and it could be seen as an additional requirement for LDCs and SIDS. Since all LDCs and SIDS that have ratified the Paris Agreement have already produced NDCs, the point is moot. The special consideration of LDCs and SIDS with respect to NDCs and/or strategies is currently playing out in the negotiations for the implementing guidelines of Article 6, as LDCs are claiming special circumstances for access to activities under the Article 6.4 market mechanism.⁴⁴

There is no special recognition of the circumstances of LDCs and SIDS in Article 7 on adaptation. As stated previously, this was a contentious issue within the G77/China with the ultimate formulation referring to the “*particularly vulnerable*”.

Article 9.4 on finance refers to the need for scaled-up finance to meet the needs and priorities of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change and have significant capacity constraints, such as LDCs and SIDS. This formulation creates a sub-set of the “*particularly vulnerable*” to highlight those with capacity constraints.

LDCs and SIDS are given special treatment with respect to simplified approval procedures and enhanced readiness support for the financial institutions serving the Agreement in Article 9.9. In addition, paragraph 64 of Decision 1/CP.21 urges institutions serving the Agreement to “*enhance the coordination and delivery of resources to support country-driven strategies through simplified and efficient application and approval procedures, and through continued readiness support, to developing country Parties, including the least developed countries and small island developing States, as appropriate*”.

An interesting reformulation of the special consideration for LDCs and SIDS is found in Article 11.1 on capacity building, which recognises the need to enhance the capacity and ability of developing country Parties, “*in particular countries with the least capacity, such as LDCs and those that are particularly vulnerable to the adverse effects of climate change, such as SIDS*”. This formulation would tend to suggest that LDCs have lost their “*particularly vulnerable*” status in this Article.

The special circumstances of LDCs and SIDS are also recognised in Article 13.2 on the transparency framework. Decision 1/CP.21, paragraph 90, further provides flexibility to LDCs and SIDS to submit information required in Article 13, paragraphs 7-10 (relating to national inventory reports, climate impacts and adaptation, and financial, technology transfer and capacity-building support needed and received) “*at their discretion*”.

The various bodies established under the Agreement are likely to include special provisions for membership from LDCs and SIDS. This is already articulated for the Compliance Committee in Decision 1/CP.21, paragraph 102, which calls for members to the Committee to be selected “*on the basis of equitable geographical representation, with two members each from the five regional groups of the United Nations and one member each from the small island developing States and the least developed countries, while taking into account the goal of gender balance*”.

Local Communities and Indigenous Peoples

The modalities for the functioning of the Local Communities and Indigenous Peoples' Platform (LCIPP) are still under negotiation. The mention of the “*rights of Indigenous Peoples*” in the Preamble to the Paris Agreement would suggest that the potential for linkages with all aspects of the Agreement is evident, and will need to be identified.

A statement by Indigenous Peoples at the April 2018 session of the UNFCCC Subsidiary Bodies highlighted the need to recognise the rights of Indigenous Peoples and the principle of Free, Prior Informed Consent throughout the Paris Agreement, including in particular, in the context of the NDCs, National Adaptation Plans, GCF, the Adaptation Fund, and the global stocktake.⁴⁵

While Indigenous Peoples are recognised in various legal instruments (such as the [UN Declaration of the Rights of Indigenous Peoples](#)), “local communities” is a poorly defined concept. This vagueness is likely to cause difficulties in future.

PROCEDURAL ARRANGEMENTS TO ADDRESS LINKAGES

Finding a way to deal with the complex linkages in the Paris Agreement during the formulation of implementation guidelines is a big challenge for Parties, and for the presiding officers of the APA, SBI, and SBSTA. The September 2018 roundtable on linkages in Bangkok was one attempt to deal with these linkages. The roundtable allowed Parties involved in disparate negotiations to sit together with the presiding officers and discuss how the pieces of the Paris Agreement jigsaw should fit together. Views varied dramatically, not only on how linkages should be addressed, but also whether linkages between certain elements existed at all.⁴⁶

There were no formal conclusions from the roundtable, however, which was simply an opportunity for airing of views. If nothing else, it clearly highlighted the need for the presiding officers to convene regularly, to ensure some level of cohesion within the negotiations.

At the time of writing this paper, many of the elements of the draft text for the implementation guidelines had markers for introducing elements from other negotiating groups. For instance, the draft text for the guidelines for the transparency framework included a marker for accounting systems for ITMOs referred to in Article 6.2. There is also considerable overlap in the work of one contact group on reporting requirements for NDC, and another on reporting under the transparency framework.

In the lead up to COP24 in December 2018, the co-chairs of the APA, SBI, and SBSTA have produced a [joint reflections note](#) that attempts to identify some of the linkages by using place markers and other “tools”. They suggest that there is “*no silver bullet*” for all linkages, but solutions can be discerned.⁴⁷

Parties with small delegations find it particularly difficult to track all elements of the process. Group meetings during negotiations can play a significant role in helping Parties get a sense of the “big picture”.

CONCLUSIONS

The Paris Agreement is a complex puzzle of interlinked pieces, where some linkages are obvious, but others are inferred. Given the politics that underpinned the process of developing the Agreement, it has turned out to be more about reporting on actions, than actions to address climate change. To make the most of it, it is important that its different elements work well together once the details of the implementation guidelines are agreed, to present us with a clear and accurate picture of where we stand with regard to global efforts to deal with climate change.

The NDCs, adaptation communications, markets, finance, technology development and transfer, public participation, transparency framework, compliance system, and global stocktake must all fit together to give a clear picture of progress towards achieving the goals of the Agreement, and encourage countries to take on more concrete action. Undoubtedly there will be hiccups along the way. These can be addressed by the first global stocktake in 2023.

Failure to address important linkages while formulating the implementation guidelines could result in an inefficient, sub-optimal, and inaccurate system, which places a high burden on countries with limited capacities, but still fails to show an accurate overall picture, or encourage Parties to participate in good faith and show maximum ambition. Without this commitment to address climate change in a more substantial way, the developing country Parties, particularly vulnerable to the impacts of climate change, will suffer severely.

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