Chile/Madrid Climate Conference- A Bad COP: may the good builds on the bad towards COP 26

Md Shamsuddoha provides a comprehensive analysis on the policy and political context of the Chile/Madrid climate conference. He emphasizes stronger CSOs movements and planned diplomacy of the host government to make the upcoming conference (COP 26) a successful one.

Summary

The 25th Conference of the Parties (COP) of the United Nations Framework Convention on Climate Change (UNFCCC) held in Madrid in December 2019 has already been termed as a bad COP. The COP was considered as the final deadline for concluding negotiation on the Paris Agreement Work Programme (PAWP) to make sure that the Parties could start implementing the Agreement from its March 2020 target, with a well-agreed ‘operational details’ in hand. However, the differentiated position of the country groups, superseded by their national interests, led the entire 15 days negotiation towards a messy outcome.

Instead of resolving the technical and political hurdles around PAWP negotiation, Parties at COP 25 rather raised debates on a number of issues that distracted the entire negotiation from the key essence of the Paris Agreement. Leaving PAWP negotiation largely unresolved, Parties in the end took several procedural decisions on other non-PAWP issues. They include; a) review of the Warsaw International Mechanism (WIM) on loss and damage (L&Ds), b) establishment of the Santiago Network as part of the WIM by 2021 for averting, minimizing and addressing L&D, c) establishment of an Expert Group under the WIM on action and support by 2020, d) adoption of the enhanced five-year Lima Work Programme on Gender and Gender Action Plan, e) decision on the governance of Adaptation Fund (AF), and f) decision on reviewing the functions of the Standing Committee on Finance (SCF). Yet, issues related to the governance of the WIM, and more critically, finance for addressing L&D are still remained unresolved.

While, implementation of the Paris Agreement requires the Parties to think beyond their national interest with upholding a common spirit of globalism, Parties at COP 25 failed to do so. Rather, the fabricated force of ‘nationalism’, contextualized on the ground of short-term political interest, has strongly been reflected in the negotiation at COP 25.
The forces of the nationalism are found to be organized around an ‘indifferent interest’ though they belong to different country groups according to their differentiated roles of causing climate crisis. The orchestrated position of pioneering national interest has opposed the demands of the science and the people to progressively enhance GHGs emission reduction coherent to the 1.5 degree to <2 degree Celsius temperature rise goal from the pre-industrial level. Dominance of nationalism in the global climate discourse not only undermined the ethics of globalism, but also failed the COP to a great extent.

Nevertheless the rays of hope is that the rise of crazy nationalism in climate negotiation has consistently been challenged by the growing movements of the CSOs, climate activists and the youth forces. Throughout 2019, the young activists called frequent climate strikes, spontaneously observed across the globe and made several national governments bound to declare climate emergencies. Even at COP 25, more than half a million people gathered on the streets of Madrid, calling the Parties to ‘change the pathways and increase ambition.’ The movements are constantly growing with increased and spontaneous participation of the people of all nationals and confronting the forces of nationalism with their internationalized demand for ‘climate justice’.

Unquestionably, the COP 25 has failed the political leadership, but lived up the Paris Agreement- so as the spirit of climate justice movements- as many of the unjust proposals pushed by several countries/country groups and their allied neo-liberal forces have been strongly denied by the vulnerable countries and the global CSOs.

COP 26, at the end of this year and the way towards, will be ever crucial as countries need to make choices whether they will fight climate crisis together (through real and deeper emission cut) for a livable Earth or they will leave a growing warmer Earth incompatible to live in. Again the rays of hope is that; in the history of climate negotiation, a bad COP is followed by a good COP.

A good COP in Glasgow essentially demands convincing political will of the Parties, well planned diplomacy of the host government and organized CSOs movement to strongly push rational argument and policy narratives under the broader framework of climate justice.

**The Paris Agreement: an overview on the key issues**

As stated by the UNFCCC (UNFCCC, 2016), the Paris Agreement charts a new course, comprising of three basic elements e.g. mitigation, adaptation and loss and damage (L&D) to address climate change. Yet, the key aspect of addressing climate change, as emphasized by Article 2 of the Agreement, is limiting global average temperature rise well below 2 degree Celsius above the pre-industrial levels, and pursuing efforts to limit temperature rise to 1.5 degree Celsius by this century.

Aligning to this 1.5 degree to <2 degree Celsius global temperature rise goal (also termed as long term global goal), Article 3 of the Agreement requires the Parties to reach to the ‘global peaking’ of GHGs emission as soon as possible and achieving ‘climate neutrality’ by the second half of the century. The Article requires the developed countries to lead the process, to be followed by the developing ones. Article 3 also requires the Parties to apply complementary measures for emission reduction; e.g. i) deeper cut of the anthropogenic emissions (e.g. mitigation), and ii) removing/trapping GHGs by sinks and reservoirs.

On anthropogenic emission reduction, Article 4 establishes binding commitments by all the Parties to undertake domestic measures for progressive
mitigation actions communicated by their Nationally Determined Contributions (NDCs) in every 5 years. Aligning to the Convention’s CBDR & RC principle (common but differentiated responsibility and respective capacities), the Agreement directs both the developed and developing countries respectively to: a) lead mitigation efforts by undertaking absolute economy-wide emission reduction targets, and, b) continue enhancing mitigation efforts.

The developing countries are also encouraged to move toward economy-wide emission reduction targets over time in the light of different national circumstances (UNFCCC 2016). Parties are also encouraged to conserve and enhance sinks and reservoirs e.g. forests, wetlands etc. to complement to the mitigation efforts as stated in Article 3.

To encourage higher emission reductions through voluntary cooperation among/between the Parties, Article 6 introduces two different modalities namely: i) market based mechanism and, b) non-market approaches (Article 6). The specific Article sets out the principles for environmental integrity and requirements for a transparent and robust accounting system on the use of mitigation outcomes resulting from the market based mechanisms. Article 6 also requires the Parties to develop a Framework for non-market approaches in the context of sustainable development and poverty eradication.

In relation to assess the progress towards 1.5 degree to <2 degree Celsius temperature rise goal, Article 14 of the Paris Agreement introduces a ‘Global Stocktake’ (GST) that will indicate progress (or regress) towards achieving the goal. The first GST is scheduled in 2023 and every 5 years thereafter. Parties are required to undertake enhanced actions with ambitious international cooperation on emission reduction as indicated by the GSTs.

On adaptation actions, Article 7 of the Agreement establishes a ‘Global Goal’ that aims to significantly strengthen national adaptation efforts, including through support and international cooperation. The ‘Global Goal’ is strategically important as its implementation is aligned to the global temperature rise goal and implied to all the Parties. Hence, Article 7 also requires all the Parties to develop country-specific National Adaptation Plans (NAP) and periodically update their implementation through an adaptation communication.

Article 8 emphasizes averting, minimizing and addressing climate change induced L&Ds resulting from the extreme weather events and slow onset events. Article 8 also requires the Parties to enhance understanding, action and support, usually through the WIM (established under the Convention at COP 19), to address L&D in the developing countries resulting from the adverse effects of climate change (UNFCCC, 2016).

On finance, Article 9 of the Agreement makes the developed countries obligated to support efforts of the developing countries towards a low-carbon and climate-resilient development in a balanced manner. The Agreement decides that the existing financial mechanisms under the Convection shall serve the Agreement.

On technology issues, Article 10 of the Agreement establishes a technology framework to strengthen international cooperation on the development and transfer of climate-safe technology, along with capacity building, in the developing countries. On capacity building, Article 11 emphasizes to establish an appropriate institutional arrangements and requires the developed countries to provide enhanced support for capacity building actions in the developing countries.

Ms. Carolina Schmidt, President of COP 25 in a panel discussion
Photo credit: Kiara Worth, ENB/IISD
Article 15 the Agreement requires the Parties to follow a robust and transparent accounting system on the implementation of actions, measures and commitments (e.g. mitigation, adaptation, L&Ds, including finance, technology transfer, capacity building supports), and reporting on the actions. Article 15 also includes a mechanism to facilitate implementation of actions and promote compliance in a non-adversarial and non-punitive manner.

Aside with agreeing all the key elements for addressing climate change, Parties launched a work programme called ‘Paris Agreement Work Programme (PAWP) and established a separate negotiating authority called ‘the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (CMA)’. The CMA was tasked to facilitate and conclude negotiation on PAWP issues by 2018 at COP 24 with an essential outcome of a detailed implementation guideline for the Paris Agreement.

The Paris Agreement Work Programme: key issues of negotiation at COP 25

The Paris Agreement that entered into force on 4 November 2016, and currently ratified by 187 Parties, went through intense negotiation in several COPs e.g. COP 22 in Marrakesh in 2016, COP 23 in Bonn (under the presidency of Fiji) in 2017, COP 24 in Katowice in 2018, and very lately COP 25 in Madrid (under the Presidency of Chile) in 2019.

At COP 24 Parties made significant progress in devising almost all the operational details of the Paris Agreement, except those one on the market mechanisms under Article 6. The differentiated narratives and policy position on market mechanisms (Article 6.2 and Article 6.4) deferred the entire basket of PAWP negotiation to COP 25 as the final deadline. COP 25 also was the deadline for reviewing WIM. Parties at COP 25 also discussed, a) mitigation ambition with NDCs update b) timeframe for the NDCs implementation, and c) periodic review on the long term global goal (LTGG) under the Convention.

Keeping the above key agenda items in mind, the head of the country delegations, representatives of the observer organizations, youth NGOs, business forum etc. made their opening statements and expressed their high hopes and commitment for concluding PAWP negotiation. They also highlighted several issues to be negotiated, which include; raising mitigation ambition under the NDCs, review of the WIM, finances for addressing L&Ds, credible and predictable long term finances and, most importantly, resolving the debated issues of Article 6 (primarily the market mechanisms).

However, it’s Article 6 (especially Article 6.2 and Article 6.4) that once again emerged as the key cause of crises, leading the COP unable to deliver a comprehensive outcome despite of extending negotiation to two extra days beyond the COP schedule. The tireless efforts of the COP presidency, the high-level consultation and ministerial discussions, the worrisome statement of the UN Secretary General, call from the scientific communities, CSOs lobby for climate justice etc. all become futile. Instead of agreeing a full package of the PAWP, COP 25 adopted only three decisions; each of them named as ‘Chile Madrid Time for Action-CMTA’. The COP, however, adopted several other procedural decisions on the non-PAWP issues.

The adopted decisions are; a) enhanced five-year Lima Work Programme on Gender and Gender Action Plan, b) establishment of ‘Santiago Network’ by the end of 2021 for averting, minimizing and addressing L&Ds, and an ‘Expert Group’ for action and support under the WIM, c) 2nd Review of WIM and decides its 3rd review in 2024, and every five years thereafter.

We are in the state of ‘climate emergency’ which does mean that we need to act now to protect the mother Earth from the dangerous consequences of climate change. We need to ensure full implementation of the Paris Agreement, starting from 2020, with a firm goal of limiting global average temperature rise 1.5 degree. The COP 25 largely failed to respond to the demand of science and people.

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Table 1: Expectations of the country groups and other alliances on the negotiating issues at COP 25

<table>
<thead>
<tr>
<th>Country Groups</th>
<th>Key issues</th>
<th>Priority ranking</th>
</tr>
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<tbody>
<tr>
<td>The Group of 77 and China</td>
<td>Avoidance of double counting for Article 6, Meaningful second review of the WIM, Adequate and Predictable funds for adaptation</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Least Developed Countries (LDCs)</td>
<td>Article 6 rules for adaptation finance, Meaningful second review of the WIM, Financial mechanism under the WIM</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Alliance of Small Island States (AOSIS)</td>
<td>Article 6 rules to enhance NDC ambition, Article 6 rules for climate finance, Financial mechanism under the WIM</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The African Group</td>
<td>Article 6 rules to enhance NDC ambition, Grant-based resources</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Like-Minded Developing Countries (LMDCs)</td>
<td>Equal importance to Article 6.2, Article 6.4 and Article 6.8, Financial mechanism under the WIM, Depoliticize climate funds</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>Brazil, South Africa, India, and China (BASIC)</td>
<td>Scaled up financial commitments and support from the developed countries</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The European Union (EU)</td>
<td>Avoidance of double counting for Article 6, Meaningful second review of the WIM, The Lima Work Programme on Gender</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Environmental Integrity Group (EIG)</td>
<td>No carry-over of CDM credits by Article 6, Article 6 rules to enhance NDC ambition</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Umbrella Group</td>
<td>Article 6 rules to enhance NDC ambition, Meaningful second review of the WIM, Adaptation Fund</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Bolivarian Alliance for the Peoples of Our America (ALBA)</td>
<td>Financial mechanism under the WIM, Financial support for raising ambition</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
<tr>
<td>The Independent Association for Latin America and the Caribbean (AILAC)</td>
<td>Avoidance of double counting for Article 6, Increased funding through the GCF and the Adaptation Fund</td>
<td>🌟🌟🌟🌟🌟</td>
</tr>
</tbody>
</table>

The dot colors represent: ⭐ Article 6, ⬤ WIM Review, ⬤ L&D finance, ⬤ Other funds, ⬤ Gender

Source: Adapted from Masum, J. H., 2020; prepared on the basis of Party statements in the opening plenary of COP 25

On the other hand, Parties couldn’t take decision on several critical issues, which include a) article 6 of the Paris Agreement e.g. transparency and common time frames, b) finances for addressing L&Ds, c) governance of the WIM, d) long term finance, e) raising greater mitigation ambition under the NDCs, f) an assessment on the pre-2020 action and support etc. Regrettably, mitigation commitment made under the first round of NDCs projects significant ‘ambition gap’, which must be reduced with enhanced and progressive mitigation actions through updating and broadening scopes of the current NDCs.

COP 25, however, validates all the futile discussions by applying ‘Rule 16’ of the draft rules of procedure of the UNFCCC. According to this Rule, the agenda item that fails to reach to a consensus will automatically be rolled-over to the next session. Many parties expressed their resentment for applying Rule 16 to a number of agenda items. This is not just extending the discussion but also extending uncertainty on the implementation of the Paris Agreement.

d) continuation of GCF and WB’s role respectively as the Secretariat and Trustee to the Adaptation Fund, e) review of the functions of the Standing Committee on Finance (SCF), with an aim to complete the first review in November 2022.

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The Paris Agreement Work Programme: understating the requirements of Article 6

Article 6 of the Paris Agreement offers the Parties two modalities of voluntary cooperation towards fulfilling mitigation commitments communicated by their NDCs. They are; a) bilateral or multilateral cooperative approaches under a market mechanism, thereafter termed as ‘Market Mechanism’, and b) non-market based approaches under a common framework, termed as ‘Non-market Approaches’-NMAs.

Literally, the principles of the ‘Market Mechanism’ have been adapted from the flexibility elements (e.g. Joint Implementation-JI, Clean Development Mechanism-CDM and the International Emission Trading-EMT) of the Kyoto Protocol, and incorporated to the Article 6.2, Article 6.3 and Article 6.4 of the Paris Agreement.

Article 6.2 requires the Parties to voluntarily engage in the ‘cooperative approaches’ in emission reduction and using Internationally Transferred Mitigation Outcomes (ITMOs) towards NDCs implementation in a transparent and accountable manner, while also ensuring environmental integrity and promoting sustainable development.

On the transparency of ITMOs use, Article 6.2 stated that the Parties ‘shall apply a robust accounting under a transparent governance mechanism to ensure, inter alia, the avoidance of double counting, consistent with the guidance adopted by the CMA(UNFCCC, 2016/Paris Agreement). On transparent governance mechanism’ Article 2 essentially mean a ‘transparent accounting’ on the use of the ITMOs and their adjustment to the national GHGs emission inventory. This is to ensure that the certain ITMOs used by a Party towards its NDC implementation, the same cannot be used by another Party. However, the notion of ‘being transparent and accountable’ raises several questions, for instance; i) what should be the feature of ITMOs; should they be real or verified, ii) what should be the scopes of generating ITMOs; should they be generated only form the NDC specified sectors or also from the sectors beyond the NDCs scope, iii) how to adjust the ITMOs; should they be adjusted only to NDC specified sectors, or also to the national inventories of GHGs, iv) how to establish a robust accounting system on the use of ITMOs; should this be by applying corresponding adjustments or also by other means.

In theory, as stated in Article 6.2 and Article 6.3, the ITMOs will be utilized to achieve mitigation targets of the NDCs. ITMOs also could be generated within or outside of the scope of the NDCs, yet accounting and utilizing the ITMOs beyond the scopes of NDCs are the issues of debate.

On the other modality, Article 6.4 introduces a ‘Mechanism’ with its four specific aims, they are: a) to promote GHGs emission reduction while fostering sustainable development; (b) to incentivize emission reduction efforts through facilitating public and private interventions to be authorized by the Parties, (c) to contribute to the emission reduction actions in the host country in a manner that the mitigation actions benefit the host Party and their outcomes can also be used by another Party; and (d) to deliver an overall mitigation in global emissions (OMGE).

Article 6.5 elaborates the scopes and modalities of the Mechanism, stating that ‘the emission reductions resulting from the Mechanism shall not be used to demonstrate achievement of the host Party’s NDC if is used by another Party to demonstrate achievement of its NDC’. Thus, avoiding the chance of double counting. Article 6.7 mandates the CMA to adopt rules, modalities and procedures for the Mechanism referred in Article 6.4.
Article 6.6 states that ‘the CMA shall ensure a share of the proceeds from the activities under the Mechanism to cover administrative expenses as well as to finance adaptation actions in the climate vulnerable developing countries. Implication of this Article is similar to the Adaptation Fund, which is levied from the CDM transactions under the Kyoto Protocol.

On the non-market modalities, Article 6.8 decides to establish ‘non-market approaches-NMAs’ to assist implementation of the NDCs in the context of sustainable development and poverty eradication. Article 6.9 requires the Parties to develop a Framework for implementing non-market approaches in a coordinated and effective manner.

**Article 6.2 and Article 6.4: the deal breakers again at COP 25**

So far, negotiation on the non-market approaches (Article 6.8, Article 6.9) has been progressed well with the proposal of establishing a Forum and a Work Programme for the implementation of NMAs. However, negotiation on the ‘Cooperative Approaches’ and ‘Mechanism’ respectively under Article 6.2 and Article 6.4 have repeatedly been appeared as the deal breakers in the recurrent COP negotiations.

Lately, at COP 25, Parties were found in diverse views on several issues of Article 6.2 and Article 6.4; the debated issues include; a) accounting of ITMOs through corresponding adjustments, b) Kyoto Carry-over Credits, c) share of the proceeds to the Adaptation Fund, d) overall mitigation in global emission through cancellation of certain amount of the ITMOs, and e) referencing human rights in the climate actions.

i) Accounting the ITMOs: corresponding adjustments to avoid loopholes and double counting

Corresponding adjustments refers to accounting the ITMOs to the national GHGs inventories of the Parties involved in ITMOs (generation and use). The key essence of ‘corresponding adjustment’ is to ensure a more robust and transparent national accounting system of ‘GHGs emissions and removals’ while avoiding the chance of double counting of different forms e.g. double use, double claiming or double issuance.

The requirement of ‘corresponding adjustment’ comes along with the ITMOs to be generated under the ‘cooperative approaches’ of Article 6.2. At COP 25, Parties developed more detailed provisions on accounting system, however they were in disagreement whether a corresponding adjustment is also to be applied to the mitigation efforts arising from the ‘Mechanism’ under Article 6.4. Parties also were in diverse views in applying same accounting procedure for the ITMOs generating outside of the NDCs scopes (e.g. from the non-NDC sectors).

While Article 6.4 didn’t explicitly mention the requirement for a transparent accounting system for the ITMOs generating from the ‘Mechanism’, however it strongly emphasizes avoiding any loopholes of double counting. For instance, Article 6.5 prevents such double counting stating that ‘the emission reductions resulting from the mechanism under Article 6.4 can only be used either by the host Party or by the beneficiary Party towards respective NDCs achievement’.

Besides, several COP decisions, for instance, a) Paragraph 36, Decision 1/CP.21 requires the Parties to apply corresponding adjustments to their ‘national...
emissions and removals' covered by the NDCs scope to ensure avoidance of double counting (UNFCCC, 2016; the Paris Agreement), and b) Paragraph 77/d on the transparency decision of COP 24 requires Parties to apply corresponding adjustments throughout the NDCs period (UNFCCC, 2018).

Referring to Article 6.5 of the Paris agreement and the relevant COP decisions, the developing countries demanded to broaden the scope of applying ‘corresponding adjustments’ to the ITMOs of all type and transfers, no matter whether they are within or outside of the NDCs. The Presidency text of COP 25 also proposed that corresponding adjustments will be applicable to all types of transfers, including a) the ITMOs achieved within or outside the scope of the NDCs, b) the ITMOs used towards another Party’s NDCs, c) the ITMOs used for other international mitigation purposes, such as the Carbon Offsetting and Reduction Scheme for International Aviation-CORSIA (ECBI, 2020) etc. It’s only Brazil that insisted accounting exemption for the activities ‘outside’ the NDCs scope.

In the end, Parties failed to reach to an agreement whether the emission reduction outside the NDCs also will be accounted to or not. Parties also couldn’t agree on the application of ‘corresponding adjustments’ to Article 6.4 and a common timeframe for introducing this. Brazil again argued not to apply ‘corresponding adjustments’ to the emission transfers under Article 6.4 at least in the initial years. The draft text, however, includes a perplexing position on this. It says that ‘double counting would ultimately not be allowed’, again leaves an option for introducing an as-yet-undefined ‘opt out’ period for this.

**ii) The Kyoto Carry-over Credits: a setback to the long term goal of the Paris Agreement**

The current debate over ‘Kyoto Carry-over Credits’ refers to the transition of unspent emission reduction credits mostly arising from the CDM of the Kyoto Protocol to the Mechanism under Article 6.4 of the Paris Agreement. The 1997 Kyoto Protocol established a ‘functional carbon market’ so that the developed countries could fulfil their obligatory emission reduction targets through carbon trading. While the first Kyoto Commitment Period (2008-2012) implemented with denial and enormous flexibilities, nevertheless the Protocol establishes a credible ‘compliance system’ that serves as a guideline for developing likely compliances for the market mechanism under Article 6. One of the decisions (Decision 1/CP.21; Para 37.f) of the Paris COP also indicates that the rules and procedure of Article 6.4 will build on the existing mechanisms of the Kyoto Protocol. Reasonably, the decision implies adapting certain rules and procedures, may not mean transition of entire goods and guidelines of the Kyoto regime to the Paris regime. Yet, some Parties are trying to establish a different meaning on the above decision, which is transitioning CDM and JI activities and units, along with the rules and procedures, to the Mechanism under Article 6.4.

With such a different and inconsiderate meaning on the above decision (Decision 1/CP.21; Para 37.f) several Parties are demanding transition of the pre-2020 ‘Kyoto Carry-over Credits’ e.g. unused Certified Emission Reduction (CERs) to the Paris Agreement regime (under Article 6.4). The major CDM beneficiary countries namely China, India and Brazil preferred migrating ‘Kyoto Carry-over Credits’ because they foresee monetary benefits as well as the scopes of fulfilling their NDC targets by using huge volumes of currently unused CERs. A few developed countries also argued to allow Kyoto Credits so that they could fulfill emission reduction targets (as pledged in the NDCs) through make use of old/unused CERs while avoiding their economy-wide
emission cut in absolute term. Australia openly articulated its intention of using CDM credits to meet its NDCs targets.

In contrary to this, many countries/ country groups e.g. Least Developed Countries (LDCs), Alliance of the Island States (AOSIS), Africa Group, the Independent Association of Latin America and the Caribbean (AILAC) and the European Union (EU) expressed strong disagreement on this as the Kyoto carry-over Credits would distort the entire Mechanism under Article 6.4.

The huge supply of cheap credit will lower the demand as many of the major GHGs emitting countries will not be requiring real emission cut.

Different analysis estimates that around 0.8 billion already issued CERs are currently available (unused), corresponding to 42 percent of total CERs issued to date. This is already some 2.5-times higher than the current expected demand upto 2020. The other studies have also calculated the total potential supply of CERs around 4.7 billion upto 2020 (OECD, 2019). Thus, a full transition of CERs could substantially dilute the carbon market under Article 6.4 from its very outset. There are also a thoughtless confusion whether the hugely claimed emission cuts, so as the carbon credits, of many of the CDM-registered projects does really exist or not. Several countries at COP 25 also stated that the ‘Kyoto Carry-over Credits’ only will benefit a few developing countries that currently holds lion share of the CDM projects. Lack of skills and economic spaces of implementing CDM projects left the LDCs and SIDS out of the scopes of reaping benefits from the CDM projects.

In the context of quite divergent views between some developing countries and others (LDCs, SIDS, EU, Africa Group etc.) the USA and Japan proposed a cut-off date of using pre-2020 CERs, also proposed to consider only the projects or programmes registered after 2015 or 2016.

The group of the advanced developing countries opposed the proposal, also denied a proposal of the COP presidency to end use of CDM credits by 2023. In contrary to this, the country group demanded to allow using CDM credits until 2030, throughout the NDC implementation period. The final text, however, keeps all the options open for further discussion.

iii Share of the Proceeds to the Adaptation Fund: require consistency across Article 6.2 and Article 6.4

Article 6.6 of the Paris Agreement precisely states that ‘the CMA shall ensure a share of the proceeds from the activities of the Mechanism under Article 6.4.’ The concept of the ‘share of proceed’ is originally introduced in Kyoto Protocol, under which 2 percent of CDM’s CERs are earmarked to the ‘Adaptation Fund’ accessible for adaptation actions by the climate vulnerable countries. Out of the 3 mechanisms of the Kyoto Protocol, the Share of the Proceeds is applied only to the CDM projects. Likewise, the Paris Agreement only mentioned activities under the Mechanism (Article 6.4) to be levied. Article 6.4, however, didn’t explicitly mention on the rate of the levy and the modalities, whether the rate will be constant or progressive.

On the ‘Share of the Proceeds’ developed country prefers to keep the ITMOs under the Cooperative Approaches (Article 6.2) out from contributing to the Adaptation Fund. The intention is to make bilateral carbon trading more favoured and competitive over the open market trade. On the other hand, the developing country groups are in favour of ensuring consistency in the rules and procedures of Article 6.2 and Article 6.4, and applying the same percentage of proceeds to both. Otherwise, the Adaptation Fund will be less resourced due to reduction in carbon credit transactions through the open market system.

Finally, as the conciliation of two opposing positions, the draft text ‘strongly encourages’ the Parties to contribute the same percentage of share from all the ITMOs traded under Article 6.2 and Article 6.4. Such a feeble language does not provide any mandatory requirement to the Parties to establish consistency between Article 6.2 and Article 6.4 in terms of providing share of proceeds to the Adaptation Fund.

Figure 1 shows the geographical disparity in the distribution of CDM projects.
iv) Overall mitigation in global emission: a net benefit to the atmosphere

Article 6.4, Paragraph d, of the Paris Agreement emphasizes to deliver an overall mitigation in global emissions by leaving some amount of carbon credits unused/untraded and declare them as ‘cancelled. The market mechanism under Article 6.2 and Article 6.4, and their accounting (corresponding adjustments) basically to make a balance in GHGs emission reduction through ‘crediting to’ or ‘debiting from’ the national inventories, hence cancelling a certain amount of carbon credits would ensure a net benefit to the atmosphere.

This has been well agreed at COP 25 that at least 2 percent of the UNFCCC registered carbon credits will automatically be cancelled. Yet, the debate is, whether the percent cancellation provision only to be applied to the ‘Mechanism’ under Article 6.4, or also be applied to the ‘Cooperative Approaches’ under Article 6.2. The Paris Agreement specifically requires Article 6.4 to deliver overall mitigation in global emission, however a group of the developing countries (e.g. LMDC) argued for consistency across Article 6.2 and Article 6.4, and demanded similar procedures of ‘carbon credit cancellation’ for the both. Any kind of inconsistency or preference in the rules and procedures of Article 6.2 and Article 6.4 will distort the entire carbon market.

Considering such disagreements among the Parties, the draft text literally endorsed cancellation of carbon credits originating from both the Cooperative Approaches (Article 6.2) and from the Mechanism (Article 6.4), however the text recommends only voluntary cancellation for the first one.

v) Safeguarding rights of the climate vulnerable communities: sympathetic to the cause but no commitment

On human rights obligations, the indigenous community, supported by the rights groups, have long been demanding for a human rights based safeguards so that the communities on the ground are protected from any likely harm resulting from the implementation of mitigation projects.

With strong support from a good number of countries, notably Switzerland, Canada, Tuvalu etc. the initial draft text includes the elements of safeguarding human rights. Many of them are removed from the subsequent drafts. The final text even didn’t mention the word ‘human rights’, rather asks the Parties to avoid negative environmental and social impacts in project implementation.

The draft text also requires the Parties to ensure stakeholders consultation in project design and implementation in consistent with their domestic arrangements. This does mean that the Parties will apply their national rules and procedures in minimizing environmental and social impacts, however they will not be obligated to do so. In the final plenary, several countries expressed their resentment for such a poor language instead of mentioning protection of human rights.

Raising Mitigation Ambition: debate over pre-2020 and Post 2020 mitigation actions

The Paris Agreement's Article 2 sets a global goal of limiting Earth's average temperature rise to well below 2 degree Celsius (conveniently 1.5 degree C) above pre-industrial levels. Aligning to this global goal, the Agreement requires all the Parties to voluntarily undertake progressive measures in emission reduction according to the ‘CBDR &RC’ and in the light of their national circumstances (Article 2.2). While Parties, upon ratification of the Agreement, are under some level of legal obligations for achieving the goal, but they are not
legally obligated for undertaking required actions towards achieving the goal. Countries are asked to undertake progressive actions voluntarily, coherent to the 1.5 degree to <2 degree Celsius goal. Such an inconsistency in legal implications of the Paris Agreement is rather judgmental; Parties can use this flexibility either for ‘doing the best’ or ‘doing the least’. Regrettably, Parties are choosing the last one. Instead of committing progressive mitigation actions, Parties are voluntarily evading their ‘voluntary actions’ and thereby disregarding the requirements of Article 4, Article 7, Article 9, Article 10, Article 11 and Article 13 of the Paris Agreement.

Regrettably, the total sum of the emission reduction targets of the submitted NDCs is far below from the requirements of limiting temperature rise well below 2 degree Celsius from the pre-industrial level. Considering full implementation of the current NDCs, the IPCC’s Global Warming of 1.5°C Special Report (IPCC, 2018) estimated the annual emissions 49-56 Gigattones in 2030, a significant increase from today’s 42 Gigattones. Such a rise in GHGs emission trajectory rather would overshoot global warming to 2.7 degree or even to 3.5 degree Celsius by the end of the century, and 1.5 degree Celsius temperature rise may be reached by 2030 (UNFCCC, 2016). According to the UNEP Emissions Gap Report 2019 (UNEP, 2019), the emission reduction ambitions must be threefold of the current NDCs to achieve the 2 degree Celsius goal and more than fivefold to achieve the 1.5 degree aspiration. And this requires the countries to update the current NDCs with progressive targets and communicate them by March 2020 deadline, before the implementation of the Paris Agreement begins.

While it’s only 2 months away from the March 2020 deadline for communicating the updated NDCs, the developing countries (leading members of the LMDC group) at COP 25 denied to do so unless an assessment (Stocktake) on the implementation of the pre-2020 actions commitments by the developed countries is done.

The Pre-2020 actions and commitments include; a) emission reduction under the Cancún pledges and under the Doha Amendment to the Kyoto, b) providing supports for adaptation actions, technology development and transfer and capacity building in the developing countries. The country group demanded a two-year work programme to assess ‘implementation progress’ of the pre-2020 actions and undertake measures to address the ‘gaps’. The developing countries are afraid of being burdened by the cumulative emissions gap, largely created by the historic inaction of the developed countries. The developed country group, however, opposed any attempt of stocktaking on the pre-2020 actions, rather they called the Parties to look forward and raise ambition under the Paris Agreement.

The COP 25, however, ends without any decision on raising post-2020 mitigation ambition under the NDCs, only decides to hold a discussion among the Parties and non-Party stakeholders at COP 26 on the implementation of pre-2020 ambition and actions. The decision text under the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol (CMP) stresses delivering pre-2020 commitments under the Kyoto Protocol, and underscores ratification of Doha Amendment to ensure that the second commitment period of the Kyoto Protocol enter into force.
NDCs Timeframe and Global Stocktake: importance and implications

Article 4.10 of the Paris Agreement requires the Parties to consider a common timeframe for the NDCs implementation. Currently NDCs are with two different timeframes; 5-year NDCs and 10-year NDCs. NDCs with different timeframes will result in at least two difficulties; First, Parties need to follow two different reporting schedules on NDCs implementation and the ITMOs accounting, and second, aligning NDCs update to the requirements of the Global Stocktake (GST). The GSTs are to provide periodic feedback to the national governments on requirements of raising mitigation ambition, which to be accounted to in the development of their subsequent NDCs (UNFCCC, 2016, Article 4.3). And the GSTs are scheduled in every five-year interval. If the Parties really want to make use of the Global Stocktake, a 5-year NDC is more rational than a 10-year NDC.

Given the context, most of the countries at COP 25 supported a 5-year timeframe for the NDCs, however one developing country groups e.g. LMDC tabled two unlikely proposals. First: separate time frames (but common for all countries) for different aspects e.g. mitigation, adaptation, and finance, technology transfer, and capacity-building aspects of NDCs, and second, a common 5-year timeframe for the developed countries and flexibility options for the developing countries either a 5-year or a 10-year timeframe.

Parties also were in diverse views on the role of the GSTs for updating NDCs. The GSTs aim at reviewing the progress towards achieving the global goal of limiting Earth’s average temperature rise well below 2 degree Celsius (UNFCCC, 2016, Article 14.1). Meantime, at COP 24, Parties adopted modalities on the development of the first GST scheduled in 2023. Despite the imperative role of the GSTs in driving NDCs ambition, several Parties led by Brazil requested to defer the agenda item in the next SBI Session, allowing Parties more time for a detailed discussion.

Finally, the COP Presidency in the closing plenary authorizes reopening the discussion in the next SBI session, hence Rule 16 has been applied to this agenda item.

Loss and Damage: NO money but NEW debate on the governance of the WIM

Discussion on L&D at COP 25 was basically on the second review of the WIM, however the developing countries considered this as an opportunity also to open-up their long-standing demand for L&D finance along with the WIM’s implementation role down to the ground. To widen WIM’s functional role the developing countries demanded to establish an “implementation arm” along with its existing ‘policy arm’ e.g. ExCom. The demand is accompanied with the rationale of establishing a ‘financial facility’ along with a technical support mechanism. Besides, Parties also discussed the governance mechanism of the WIM; whether the WIM will report only to the CMA (negotiating authority of the Paris Agreement), or will function under a joint governance mechanism under the CMA and the COP (the umbrella authority of the UNFCCC negotiation).

In the entire history of the UNFCCC negotiation, climate change induced L&D remained as a contentious topic. This is primarily on the argument of the developing country groups for L&D ‘compensation’ from the ‘liability’ context of the development country group for causing harm. The issue was first raised

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at the 46th Session of the United Nations General Assembly in 1991, however got true momentum since COP 16 held in Cancun in 2010 that decided to establish a ‘Work Programme’ on L&D under the Cancun Adaptation Framework (UNFCCC 2011; Decision1/ CP.16, Para 28).

Establishment of the L&D Work Programme at COP 16 and the henceforth COP negotiations delivered several tangible outcomes on the approaches to address L&D. The key decisions include, a) establishment of an institutional mechanism called ‘the Warsaw International Mechanism (WIM)’ for L&D at COP 19 held in Warsaw in 2013 (Decision 2/CP.19/Para 1), b) inclusion of a standalone Article (Article 8) for L&D in the Paris Climate Agreement at COP 21 held in Paris in 2015 (Decision 1/CP 21/Paris Agreement/Art 8).

Establishment of the WIM under the Convention (at COP 19 in Warsaw in 2013) and a standalone L&D Article in the Paris Agreement (at COP 21 in 2015) in some way raised expectations of the developing countries as those decisions called the Parties to ensure enhanced action and support for addressing L&D on the ground.

Referring to the above decisions on mobilizing L&D finances, the developing country groups in all the post-Paris COPs demanded to open-up discussions on ‘action and support’ as a standalone and regular ‘L&D’ agenda item.

Several country groups including LDCs, AOSIS, Africa Group and other climate vulnerable countries have long been arguing for establishing a ‘financial facility’ under the WIM along with provisioning new and additional finances for addressing L&D. Such a proposal recurrently been opposed by the developed countries. They were in a firm position of keeping L&D discussions aside, under the purview of the WIM and its Executive Committee, at least until the WIM review that has been concluded at COP 25. Instead, the developed countries argued that they are already supporting countries in need through humanitarian assistance, which is in another way L&D financing.

At COP 25, with the provided scope of WIM review, the developing country groups further argued to expand scope and mandates of the WIM through establishing an ‘implementation arm’ with adequate financial resources. While several developed countries are found to be flexible for further discussion on strengthening the existing structures and leveraging the catalyzing role of the WIM, a lonely few countries particularly the USA blocked every attempts of discussion on the WIM’s expanded work and L&D finances. Instead of establishing WIM’s implementation arm and committing any financial resources for L&D, Parties decided to establish an ‘Expert Group’ on ‘enhanced action and support’ by the end of 2020 and a platform called ‘Santiago Network’ by the end of 2021 to support implementation of action to avert, minimize, and address L&D.

Yet, the main point of divergence on L&D was the governance of WIM. The USA pushed strongly to keep WIM’s reporting and governance to the CMA, not to the COP. Parties referred other arrangements, such as the Technology Mechanism and the Climate Technology Centre and Network those are under joint governance arrangements both to the COP and CMA, however it’s the USA again that wanted L&D under the sole authority of the CMA. Such an arrangement, arguably, would protect the USA from any future liability and compensation argument as the country will soon not be a Party to the Paris Agreement. Hence, any discussion and decision on L&D actions and support will not affect the USA. Several developed countries also expressed their concern on the revival of compensation demand.
They asked for applying Paris Decision (para 51; the L&D discussion does not involve or provide a basis for any liability or compensation) to all the L&D discussions under COP and CMA.

Parties couldn't reach to a consensus, especially on the governance of the WIM, instead a procedural decision has been adopted stating that ‘the discussions will continue at COP 26 and this does not prejudice the outcome of further considerations on the issue of WIM governance. Inclusion of ‘without prejudice’ in the decision text indicates that the developing country groups do not agree WIM’s governance only under the CMA, but the decision on WIM review under the CMA also indicates establishment of CMA’s authority on the WIM to some extent.

The other decision that requests the ExCom to work with the GCF to facilitate accessibility of the developing countries to the GCF is not what the country groups e.g. LDCs, LMDCs, AOSIS, AILAC, ALABA have been demanding since years. According to the decision, the finance from the GCF, if could be accessed at all, is to support the countries for developing funding proposals on the activities what are included in the ExCom’s Workplan. Such a decision does not guarantee financing L&D projects from the GCF.

Denying the demand for L&D finance is just unrealistic as L&D already became a harsh reality and many of them can neither be avoided by adaptation actions nor be transferred by the insurance mechanisms. Leaving the L&D finance demand unaddressed, it would be a challenge to establish an inspiring negotiating environment towards COP 26.

**COP 25: an alarm of the dominance of nationalism over globalism**

IPCC (2014) characterizes climate change as a global problem that does require collective actions of all the Parties. Though, the sources of GHG emissions are political boundary specific but their atmospheric concentrations are beyond that. The atmosphere is a ‘common global goods’ for all the inhabitants of the mother Earth. The climate Convention, also the Paris Agreement made this clear that the developed countries historically entail a political obligation for causing harm to the Earth’s ‘common global goods’ through amassing atmospheric GHGs. From this historical liability context, the climate Convention requires the developed countries to lead the process of protecting the ‘global goods’ through contributing to GHGs emission reduction and supporting efforts of other countries through provisioning required finance, technology transfer and capacity building support.

While countries, irrespective of their political boundaries, share the uniformity of the atmosphere, but the impacts resulting from the harm of the atmosphere (e.g. global warming) are decidedly not uniform. The dissimilarity of climate impacts, due to varying degrees of exposure and sensitivity to the risks and the capacity to withstand, put the developed countries in an advantageous position as they are highly capable to avert and minimize climate change impacts through enhanced investment and technological intervention in resilience building. Such a comparative advantage made the developed countries rather ‘opportunism’ than being ‘obligated’ for correcting their historical irresponsibility (though usually termed as responsibility).

However, it’s not the common mass of the developed countries, it’s the political leadership of some countries that deliberately deny their historical irresponsibility. The denial is a ‘political trick’ provoked by the recent-time craziness of ‘neo-nationalism’, that increasingly been chosen by the political
leaders to enthrone to the state power while exploiting emotion of the common mass. In most of the cases, the preferred narrative of 'neo-nationalism' builds on the propaganda of ensuring country's ever best 'economic growth and development'. The other narrative of 'neo-nationalism' consider that the global climate actions are preventive to development. Though it's context specific, the 'neo-nationalism' is also rely on spreading religious hostility and anti-immigrant sentiment as they proved to be very effective means of exploiting emotion of the majority in exchange of diminishing rights of the minority. Whatever is the context, in every cases the 'neo-nationalism' challenges the togetherness and solidarity towards fulfilling the imperatives of globalism, be this climate actions or be this SDGs.

One of the glaring examples of climate denial in the context neo-nationalism is Donald Trump’s electoral propaganda of making ‘US First Again’, no matter whether the development activities are ‘green’ or ‘brown’. The propaganda got huge appreciation from the fossil fuel giants who were unhappy with the regulations of the Obama administration that shut down hundreds of coal-fired power plants and block the construction of new ones. Likewise the USA, Australia, and recently Brazil also took neo-nationalist position with the strange views on the global efforts of addressing climate change. Such a political directive provides a ‘sign of clearance’ to the fossil fuel giants to continue investing dirty energy mining to fuel carbon-intensive growth while undermining long term goal of the Paris Climate Agreement as well as the call of global CSOs to save the Earth on the ground of the planetary ethics. The very stringent development narrative, spearheaded by the historically polluting counties, also deters the spirit of the countries of growing economies. At COP 25 both the country groups, developed and growing developing, are found in a common ground with their indifferent interest of denying robust climate actions.

The first group denies its historical irresponsibility and the latter group defers current responsibility. And their orchestrated play-out for indifferent interest, overridden by the national priorities, are constantly reshaping the post Paris climate negotiations. Despite the obligations made under the Paris Agreement, those countries are following a ‘double track’ approach. First; contributing to GHGs emission reduction while not compromising the aspiration of national growth and development and, second, increasing reliance either on fossil-fuel consumption or export. Ironically the latter one is increasingly becoming a ‘political choice’ to gain short-term political benefit on the cost of Planetary crisis.

For instance, while India took a mega plan on solar power expansion, it also aspires to double its coal consumption by next 25 years, making it the world’s second-largest coal consumer after China. Similarly, while Russia assures its compliance aligning to the global goal of the Paris Agreement, it also declares continuing export of oil and natural gas with exploring new sources (Klare, T. Michael, 2016). The upsurge of ‘neo-nationalism’ combining with climate denism, religious intolerance, anti-immigrant sentiment, and strong influence of the fossil-fuel giants have already become a potential challenge to the implementation of the Paris Agreement.

Countering Crazy Nationalism in Climate Negotiation: role of climate justice movements

So little outcome at COP 25 left no other option but finalizing the PAWP as well as resolving other unsettled issues at the COP 26. While the technical negotiation will be resumed at the upcoming SBI session (COP Inter-sessional), however the political decisions are likely to be finalized in at the next COP.

Though many of the CSOs already labelled the decision text of COP 25 as ‘woefully inadequate’, however delaying the decision to COP 26 was the only responsible decision. Even, the Former UK clean energy minister Claire Perry O’Neill, who supposedly would lead the talks at COP 26, commented that ‘no deal is definitely better than the bad deal proposed’. She assured that UK, one of the member countries of high ambition coalition, will work with all the relevant stakeholders and
will ensure a strong push for the progress in Glasgow. Nevertheless, an
able leadership of the COP presidency and its well-planned diplomacy can
minimize the political differences. Again, in the context of raising nationalism,
role of the CSOs movements are similarly important to challenge the neo-
nationalist forces within their political boundary and globally.

The role of the CSOs in influencing global negotiation is well recognized in
the UNFCCC process. Over the years, CSOs with their observer status, have
evolved as a strong complementing force to the COP process. It's the CSOs
who can make their respective country delegation accountable, while also can
play potential role in knowledge generation, capacity building and promoting
people’s opinion for a just cause. They not only do advocacy and lobby but also
support the negotiation process providing science-based study findings, policy
analysis and local knowledge of resilience building. Many CSOs directly work
with the at-risk communities and communicate local level vulnerabilities to the
national as well as to the global policy stakeholders to influence the negotiation
towards a rights-based policy narratives.

In the history of climate change negotiation, the consistent engagements of the
CSOs shaped and reshaped the climate agendas from the mitigation primacy
to the adaptation, and now to the beyond of adaptation (loss and damage). The
CSOs consider solution of climate crisis from economic and social justice lens.
They demand radical changes in the economic and social systems to ensure
re-distributive justice, women's empowerment and inter-generational equity,
while also challenging the manifested injustices to the left behind groups and

However, the potential role of CSOs in climate change negotiation has become
prominent in the context of delayed action and frail political leadership that
has been observed since the Kyoto Protocol entered into force in 2005. Again,
since the adoption of Paris Agreement, CSOs role in climate negotiation and
movements has become widespread and powerful ever. Within a few years,
many groups and movements namely Fridays for Future, Extinction Rebellion,
Climate Justice Now etc. have been emerged and forced bound many of the
national governments to declare climate emergency.

While the CSOs movements seems to be successful in establishing the cause
for climate justice in the global negotiation, but justice will not be established
until the narrowly focused domestic politics, builds on the narratives of neo-
nationalism, are challenged. The very neo-nationalistic 'development dogma',
that considers climate actions subversive to the development, must be opposed
everywhere for the sake of a habitable planet.

Conclusion and Way Forward

The analysis of COP 25, its outcome and politics around, identifies the
structured limitation of the countries/country groups as they prioritize their
national interest over the global one. The Parties spent much efforts on the
debate whether they should look forward on the meaningful implementation of
the Paris Agreement or also should make an assessment on the implementation
of the pre-2020 commitments e.g. mitigation, financing adaptation actions,
along with technology and capacity building support to the developing
countries.

While the both are important, but they should not be considered as the
excuses of delaying negotiation and avoiding the urgency of raising mitigation
ambition.

The analysis also identifies that the short-sighted political vision and its
disconnectedness to the demand of science and people led COP 25 to an unsuccessful one. The analysis considers COP 25 as a ‘bad COP’, will be referenced as the inability of the global political leadership to think beyond their national priority and interest. Again, under the climate justice lens COP 25 also could be referenced as a successful one, as the COP deliberately denied accepting many of the unjust proposals pushed by several countries/country groups and their allied neo-liberal market forces. If they all were accepted by the developing and climate vulnerable countries then the COP 25 would be termed as a successful one, but its unjust elements e.g. Kyoto carry-over credits, double counting in the corresponding adjustments etc. certainly would lead implementation of the Paris Agreement to a total failure.

The issues left for further negotiation are crucial, not only for the effective implementation of the Paris Agreement but also to ensure justice to the poor and vulnerable countries that are increasingly being affected by the impacts of climate change, and are increasingly being denied from enjoying basic human rights.

It is much expected that a bad COP in 2019 potentially will inspire/organize all the forces to make the following COP (COP 26) really a meaningful one. May the Good Builds on the Bad towards COP 26.

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