



This project is co-funded by the European Union  
and the Republic of Turkey.

## Climate Change Training Module Series 2



# GLOBAL CLIMATE POLICIES



QR Code for Modules  
Electronic Version



QR Code for Global Climate Policies  
Module Electronic Version



# GLOBAL CLIMATE POLICIES 2019, Ankara

The original content of this publication has been prepared in Turkish.  
In case of discrepancies with the English translation, the Turkish version is valid.

# GLOBAL CLIMATE POLICIES

## CONTENT

<b>ABBREVIATIONS .....</b>	<b>2</b>
<b>EXECUTIVE SUMMARY .....</b>	<b>4</b>
<b>1. PARIS AGREEMENT: A NEW PATH FOR THE INTERNATIONAL CLIMATE POLICY .....</b>	<b>7</b>
1.1. Paris Agreement: International Cooperation Based on National Conditions .....	9
1.2. Principles and Values of Climate Action within the Framework of Paris Agreement .....	11
1.3. General Framework of Cooperative Approach under the New Paris Regime .....	13
1.3.1. Central Objective of the Agreement: Long-term Temperature Goal Increase .....	14
1.3.2. Mitigation .....	15
1.3.3. Adaptation .....	23
1.3.4. Climate Financing .....	26
1.3.5. From the Kyoto Flexible Mechanisms to the Cooperative Approaches: ITMOs, Sustainable Development Mechanisms and Non-Market Initiatives .....	29
1.3.6. Loss and Damage Associated With Climate Change Impacts .....	31
1.3.7. Technology .....	33
1.3.8. Capacity Building .....	34
1.3.9. Improved Transparency Framework .....	34
1.3.10. Implementation and Compliance .....	35
1.3.11. Global Stocktake .....	37
<b>2. POST-PARIS CLIMATE NEGOTIATIONS AGENDA.....</b>	<b>38</b>
2.1. Negotiations over the Paris Rulebook.....	38
2.2. Enhancing Pre-2020 Climate Action .....	39
2.3. IPCC Global Warming of 1.5°C .....	41
2.4. Multi-Stakeholder Process in Global Climate Action: Talanoa Dialogue .....	41
<b>3. GLOBAL CLIMATE REGIME COMPLEX: CLIMATE ACTION PROCESSES OUTSIDE THE UNFCCC AND PARIS AGREEMENT....</b>	<b>50</b>
3.1. G20 As the Climate Club .....	45
3.2. Kigali Amendment to the Montreal Protocol: Synergy of Ozone and Climate Regimes .....	46
3.3. Emissions from International Aviation and Maritime Transport.....	46
3.4. Global Pact for the Environment .....	48
<b>4 . TOWARDS GLOBAL PARTNERSHIPS FOR CLIMATE ACTION .....</b>	<b>56</b>
<b>5. OTHER POLICY AND DIALOGUE PLATFORMS SUPPORTING GLOBAL CLIMATE ACTION .....</b>	<b>62</b>
<b>REFERENCES .....</b>	<b>65</b>
<b>Annex: FROM THE AGREEMENT TO IMPLEMENTATION: PARIS RULEBOOK .....</b>	<b>69</b>
<b>RESOURCES FOR ANNEX .....</b>	<b>90</b>

ABBREVIATIONS

USA	United States of America
EU	European Union
APA	Ad Hoc Working Group on the Paris Agreement
BAU	Business-As-Usual
UN	United Nations
CBDR- RC	Common but Differentiated Responsibilities and Respective Capabilities
CBIT	Capacity-Building Initiative for Transparency
CCS	Carbon Capture and Storage
CDM	Clean Development Mechanism
CIP	Climate Initiatives Platform
CMA	Conference of the Parties serving as the meeting of the Parties to the Paris Agreement
COPs	Conference of the Parties
CORSIA	Carbon Offsetting and Reduction Scheme for International Aviation
GCAS	Global Climate Action Summit
GCF	Green Climate Fund
GGA	Global Goal on Adaptation
GMBM	Global Market-Based Measure
GST	Global Stocktake
HFC	Hydrofluorocarbons
ICAO	International Civil Aviation Organization
ICLEI	International Council for Local Environmental Initiatives
INDC	Intended Nationally Determined Contribution
IMO	International Maritime Organization
IPCC	Intergovernmental Panel on Climate Change
ISA	International Solar Alliance
ITMOs	Internationally Transferred Mitigation Outcomes
LPAA	Lima-Paris Action Agenda
MoCA	Ministerial on Climate Action
MRV	Monitoring, Reporting, and Verification
NAP	National Adaptation Plans
NAZCA	Non-State Actor Zone for Climate Action



NDCP	Nationally Determined Contribution Partnership
OECD	Organisation for Economic Co-Operation and Development
OPEC	Organisation of the Petroleum Exporting Countries
SBI	Subsidiary Body for Implementation
SBSTA	Subsidiary Body for Scientific and Technological Advice
SDM	Sustainable Development Mechanism
TER	Technical Expert Review
UNEP	United Nations Environment Programme
UNFCCC	United Nations Framework Convention on Climate Change
QELRCs	Quantified Emission Limitation and Reduction Commitments

## EXECUTIVE SUMMARY

The Paris Agreement, which sets the new path for international cooperation against global climate change, was adopted in December 2015 and entered into force in November 2016. The universal participation purpose of the Agreement was reached in April 2019, with the number of parties reaching 185. The Agreement was made ready for implementation after the adoption following the completion of implementation rules to a major extent in December 2018 as a result of negotiations that lasted for three years.

Although Paris Agreement is an international agreement under United Nations Framework Convention on Climate Change (UNFCCC) dated 1992 which constitutes the general framework of cooperation against climate change, it has been differentiated to a large extent from Kyoto Protocol and the Convention in terms of identification and regulation of the responsibilities of the party states, as well as the purpose of cooperation.

The Agreement, which aims at strengthening the international cooperation against climate change, puts a long term temperature increase target in order to advance the purposes and implementation of the Convention. The Agreement aims at demonstrating efforts to keep the global temperature increase quite below under 2°C compared to Pre-Industrial Period, and to limit the temperature increase at 1.5°C taking into account that it could significantly decrease the impact and risks of climate change. The ability of the Agreement to reach long term temperature increase target requires rapid and fundamental mitigation of global emissions. In this context, the long term temperature increase target of Paris Agreement, was supported with zero emission target. According to this, in the second half of this century, in order to reach to a balance between

anthropogenic emission and emissions retained by sinks, the parties will increase their greenhouse gas emissions to the top point within shortest period, and after that they will take measures to ensure mitigating the same. The new cooperation regime which was created with the Agreement that associates struggle against climate change with the efforts for sustainable development and abolishing the poverty, also aims at development with low emissions that is resistant against climate change and also foresees to make the climate finance flows at global level in accordance with this purpose.

Paris Agreement, which is a product of the seek for sustaining international struggle against climate change with a new method, has been established on a mixed architecture comprising the combination of up to down and down to up method where the parties determine their contributions themselves and the implementation of contributions is monitored at international level. In this regard, the Agreement has created a new international cooperation model that is based on national conditions.

Paris Agreement protects the structure that comprises financial, technological and capacity development supports to be provided by developed countries to the developing countries in order to support mitigation and adaptation actions, as part of the climate action that covers mitigation of greenhouse gas emissions of climate regime and efforts for adaptation to the effects of climate change. The most important innovation of the Agreement is that all parties are partners to international collaboration with national contributions they have determined at national level. Implementation of national contributions and supports provided by developed countries to

mitigation and adaptation actions in the developing countries, will be monitored within the framework of enhanced transparency. The Agreement includes a "loss and damage mechanism" which is based on renewal of the national contributions taking into account the results of Global Stocktake to be made every five years in order to increase the commitment in struggle against climate change and its impacts. It is expected that the claims mechanism will contribute in making the national contributions of the parties in accordance with long term temperature increase targets of the Agreement.

The social and political impact created by Paris Agreement arises to a great extent from the new understanding which relies on cooperation against global climate change. This understanding which handles the issue of struggling against the climate change and its impacts within the framework of values such as human rights, climate justice, gender equality, intergenerational equality, ecosystem integrity, as a subject of a multi-actor and multi-level joint action, was included in the introduction part of the Agreement, and partially in the implementation provisions.

The search for strengthening the international cooperation which has been continuing for more than half century against global climate change, which is considered as the biggest systemic threat against humanity, was carried to a new level with the Paris Agreement which came into force in 2016. The Agreement has restructured the international legal regime that was established with UNFCCC in 1992, and in addition to putting the efforts for struggling against climate change and its effects to a new framework, it has also provided a new direction to global policies with the political and social impetus it has increased. This impact, which was brought by the Agreement on climate change policy, confirms the political commitment on the necessity for global joint

action rather than the intactness of the legal framework established, and arises from granting a new direction to this action.





## 1. PARIS AGREEMENT: A NEW PATH FOR THE INTERNATIONAL CLIMATE POLICY

---

Paris Agreement was adopted in the Conference of the Parties to the United Nations Framework Convention on Climate Change/COP21 which was held in Paris in 2015 at the end of the negotiation process that was launched in 2011. The Agreement which was opened for signature in 22 April 2016 was signed on the same day by 178 states, including the European Union, which are the parties of UNFCCC. Following the fact that the condition that 55 Contract parties who are in charge of 55% of the global greenhouse gas emissions required for entry into force was met in a rapid manner compared to the Convention and Kyoto Protocol, the Agreement came into force on 4 November 2016 before a year passed after its adoption. 184 countries were parties to Paris Agreement, which was signed by 197 states as of January 2019. There are 13 countries which have not yet ratified the Agreement. These are the G20 member states, Turkey and Russia, and Angola, Eritrea, South Sudan, Iraq, Iran, Kyrgyzstan, Libya, Lebanon, Suriname, Oman and Yemen.

The framework of international cooperation against global climate change is shaped around three international agreements. The first of these is the UNFCCC, which determines the main objective, normative structure, principles, rules and institutions of the regime. The Framework Convention, which was opened for signature at the United Nations Conference on Environment and Development in Rio de Janeiro in 1992, entered into force in 1994. The Convention, which outlines the overall framework of international co-

operation, did not impose obligations on States parties to reduce binding greenhouse gas emissions, leaving it to legal arrangements to be adopted later in the Convention. Moving from that point, in the first Conference of the Parties (COP1) in 1995, negotiations on a protocol containing binding emission limitation and mitigation tasks for developed countries were initiated under the Convention.

As a second framework of cooperation, the Kyoto Protocol was adopted at the end of the negotiations concluded at the Third Parties' Conference in Kyoto in 1997. The Protocol, which entered into force in February 2005, introduced quantified collective and national emission reduction obligations for developed countries in the Annex-I list of the Convention to be effective during the first obligation period 2008-2012, and created the implementation means which are called resilience mechanisms to meet the mitigation obligations. Following the initiation of the 2005 process, the Kyoto Protocol Doha Amendment adopted in 2012 in accordance with the decision taken in 2011 in Durban COP11, extended the duration of the Protocol and established a second obligation period covering 2013-2020.<sup>1</sup> In the scope of the Doha Amendment, which has not yet come into force due to the lack of sufficient number of approvals, the new mitigation obligations of developed countries listed in the amended Annex-B list of the Protocol have been defined and renewed mitigating the collective target emissions by 18% below 1990 values in 2020.

Paris Agreement, which is the third stage of the international cooperation regime towards climate struggle, has mostly separated from the Convention-Protocol regime despite being

---

<sup>1</sup> Decision 1/CMP.8 Amendment to the Kyoto Protocol pursuant to its Article 3, paragraph 9 (the Doha Amendment), FCCC/KP/CMP/2012/13/Add.1.

established in on the Convention regime and reflects many elements of the Convention and Kyoto Protocol.

The most prominent feature of the Convention, which constitutes the infrastructure of the climate regime and establishes the basic rules of cooperation, is the distinction between the parties according to their obligations to operationalize the 'Common but Differentiated Responsibilities and Respective Capabilities' (CBDR-RC) principle. On the basis of its different responsibilities in climate change, the Convention classifies the parties in three different groups in terms of their types of obligations. This classification is set out in the annexes to the Convention.

Accordingly, the countries that are members of OECD (Organization for Economic Co-Operation and Development) in 1992 and countries transition economies are obliged to reduce greenhouse gas emissions as specified under Annex I. The parties in the Annex-II list, which includes OECD member countries at that time, are obliged to provide financial and technological assistance to support climate change mitigation measures of developing countries in terms of emissions reduction and adaptation. The group, which is not included in these two lists and is referred to as Non-Annex I parties, includes developing countries in general. For the purpose of the Convention, all parties have jointly undertaken the obligation to cooperate in the fight against climate change and its impacts and to fulfill the relevant reporting and communication requirements. In accordance with the 'Common but Differentiated Responsibilities and Respective Capabilities', flexibility has been granted in the reporting obligations of developing countries.

The defining feature of the Kyoto Protocol, which is structured on the basis of differentiation adopted by the Convention, is the Quantified Emission Limitation and Reduction Commitments (QELRCs), which are designed to cover only developed countries. The Protocol did not impose binding emission reduction on developing countries with less historical responsibilities. The Convention-Protocol regime therefore made a strict and permanent distinction between developed and developing countries in terms of their obligations. As will be elaborated below, the Paris Agreement is significantly separated from this structure.

The Paris Agreement maintains international cooperation against climate change in a different way defined in the framework of a "new paradigm" (Bodansky, 2016: 290). Based on the claim that the annexes systems of the Paris Agreement and the Convention and in particular the structure established with Kyoto Protocol lead to the important parties such as the United States of America (USA) and China, which have the highest share in global emissions, to be excluded from the mitigation action and thus that it is not efficient, a new cooperation framework was created which is expected to make all parties a partner to the mitigation action. In fact, the history of the change that occurred in the structure of the regime and which was finalized with the Paris Agreement, traces back to 2007 Bali Roadmap<sup>2</sup>. The First Obligation Period of Kyoto Protocol the Bali Action Plan as it is widely known which set out the framework for the negotiations launched for creating a new agreement for post-2012, paved as the first time the way to have the developing countries in addition to developed countries participate in the emission mitigation action.

<sup>2</sup> Bali Roadmap See. <https://unfccc.int/process/conferences/the-big-picture/milestones/bali-road-map>.

With Bali Action Plan, which was adopted in COP13,<sup>3</sup> the developing countries accepted to implement greenhouse gas mitigation precatons with Nationally Appropriate Mitigation Actions/NAMAs. Following this process<sup>4</sup>, the Copenhagen Agreement which was noted by the Conference decision as a result of a new agreement not being adopted in the 15th Conference of Parties in 2009, paved the way for the developing countries to participate in the cooperation with various mitigation targets which they determined in accordance with their own conditions. Being different from the Contract, these targets which the developed and developing countries have announced according to the principle of self-differentiation, was recorded with the Cancun Agreements in 2010<sup>5</sup>. Therefore, it could be said that the Paris Agreement institutionalized the change that started with Copenhagen Agreement in the structure of the regime. Together with this, a totally new regime was not constructed with the Agreement, and the main elements of the Convention and the Protocol were protected with a renewed formulation within the regime.

---

<sup>3</sup> Decision 1/CP.13 Bali Action Plan, FCCC/CP/2007/6/Add.1.

<sup>4</sup> Decision 2/CP.15 Copenhagen Accord, FCCC/CP/2009/11/Add.1.

<sup>5</sup> Decision 1/CP.16 The Cancun Agreements: Outcome of the work of the Ad Hoc Working Group on Long-term Cooperative Action under the Convention, FCCC/CP/2010/7/Add.1.







## 1.1. Paris Agreement: International Cooperation Based on National Conditions

---

Paris Agreement, which appeared as a reflection of the understanding of maintaining the international struggle against climate change with a new method, made changes in almost all of the elements of the global climate regime from the purpose to principles and rules of cooperation, from the way the parties participate in the joint efforts to the monitoring of the implementation.

The most important feature of the Agreement is that, being different from Kyoto Protocol, the developed and developing countries participate in the mitigation action with their Intended Nationally Determined Contribution/INDC<sup>6</sup>. A new architecture different from the Protocol was created in order to ensure that all countries participate with emission mitigation or restriction targets. The agreement, which uses the methods defined as bottom-up and top-down together in determining the responsibilities to be undertaken by the Contracting Parties, has a hybrid structure (Falkner, 2016; Bodanksy, 2016). The national contributions of non-binding voluntary objectives, which are determined by the Contracting Parties under their national circumstances, have brought the Agreement from the bottom up. Monitoring the implementation of the agreement through a reporting and review system applicable to all parties constitutes the top-down nature of the new regime. Therefore, the Agreement is based on the so-called 'bottom-up pledge-and-review' approach.

Although the Paris Agreement is a binding international agreement under international law, the binding nature of its provisions differs. Some of

the binding provisions have brought in consequential assignments and some have defined procedural assignments (Oberthür & Bodle, 2016; Rajamani, 2016a). Therefore, it is a very flexible agreement. In order to increase the number of countries participating in the fight against climate change, which is the main objective of the regime, flexible arrangements encouraging cooperation have been preferred instead of an agreement that introduces strict and binding rules and obligations. This selection is the result of the search for a universal agreement described in the decision that initiated the negotiations.

One of the main areas where the new regime architecture established by the Paris Agreement differs from the Convention and Protocol is the distinction from the classification made with the Annexes to the Convention. The agreement does not directly refer to the annexes in the provisions of the parties concerning national and collective responsibilities, but only uses the distinction between developed and developing countries. The Agreement, which acknowledges the diversity which the developing countries group demonstrates within itself, makes differentiation between the developing countries according the fragility, special conditions and capacities in the arrangements related to operation such as transparency, implementation and adequacy mechanism, creating an embedded differentiation which provides for flexibility for the least developed countries to fulfill the requirements (Rajamani, 2016b). However, it is not possible to say that the Agreement completely abolishes the function of the annexes to the Convention. Although there is no direct reference to the annexes, the distinction between developed and developing countries, particularly in the regulation of essence-related tasks such as mitigation and financing, follows the annexes system. For

---

<sup>6</sup> Hereinafter called in the text as "national contribution".

example, it does not mention the annexes of Article 9 which indicates that the developed countries will continue to provide financing support to developing countries as in the case of the Convention; however, it is apparent that this provision is the continued version of the financial support obligation of Annex II Countries regulated under Article 4 of the Convention. Similarly, a differentiation was made between the types of mitigation actions of the developed and developing countries with a distinction made in the form of emission mitigation “targets” and “efforts” under Article 4 which regulates the mitigation.

Although the Agreement is not based on the Annexes to the Convention, it maintains the system of differentiation that underpins the Annexes and makes it operational with a new interpretation. The Common but Differentiated Responsibilities and Respective Capabilities Principle (CBDR-RC), which forms the basis of the international cooperation regime against climate change, remains the determinant of the Paris Agreement architecture. The principle, which was not explicitly mentioned in the Durban Decision that initiated the negotiation process, has become one of the founding norms of the agreement along with the “equality principle” upon the demand of developing countries.<sup>7</sup> Developed countries opposed the interpretation of the Common but Differentiated Responsibilities Principle, which stifferly differentiated the obligations of developed and developing countries, as enshrined in the Kyoto Protocol, favored a more dynamic interpretation. The Paris Agreement added to the reservation of “under the light of national circumstances” to the principle which is the product of the effort to reconcile this separation of opinions between the two groups. Therefore, the Agreement is based on the principle of “common but differentiated responsibilities and relative

competencies under the light of national conditions” which enable for a more dynamic differentiation. Thus, it is predicted that as the conditions of countries evolve, so will the common but differentiated responsibilities evolve (Rajamani, 2016b: 18). In the beginning part of the Agreement, the new version of the principle which is included under Article 2 which defines its purpose and in many Articles related to implementation, permitted to getting away from the Kyoto Protocol which separated the developed and developing countries without totally getting away from the understanding of historical responsibility of the Convention

The Paris Agreement followed a different method of implementing the Common but Differentiated Responsibility Principle. Taking into account a wider set of parameters, it has developed a differentiation system built on the normative legacy of the Convention that allows for greater diversity and dynamism (Voigt & Ferreira, 2016). Instead of creating differentiated categories of obligations, such as the Convention and the Protocol; and it has preferred to create specific types of differentiation in the areas of mitigation, adaptation, financing, technology, capacity building, transparency and compliance. In other words, the Paris Agreement created “different forms of differentiation in different areas” (Rajamani, 2016b: 20).

The most concrete reflection of the change in the regime’s understanding unlike the Protocol of is the “national contributions” that enable both developed and developing countries to join the Agreement with their own defined objectives. With the decision taken at the Warsaw Conference in 2013, the parties were invited to prepare their “nationally determined contribution intentions”

<sup>7</sup> Decision 1/CP.17 Establishment of an Ad Hoc Working Group on the Durban Platform for Enhanced Action, FCCC/CP/2011/9/Add.1.

towards 2015 Agreement.<sup>8</sup> With this new system, which enables the States parties to participate in the cooperation with their national contributions, the scope and objectives of which are determined within the framework of national conditions and capacities, has been switched from categorical differentiation method to self-differentiation method. This method, in which the Parties differentiate themselves voluntarily within the framework of their national conditions, is the most significant feature of the bottom-up structure of the Agreement. With the designation of nationally defined contribution intentions, the concept of obligation of the Protocol was also abandoned and voluntary actions were initiated.

## **1.2. Principles and Values of Climate Action Within the Framework of Paris Agreement**

---

The Paris Agreement, whose general purpose is to strengthen the implementation of the Convention, is based on the principles of the Convention. It is clearly stated in the preliminary part of the Agreement that the Agreement is based on the guidance of the Convention principles. Unlike the Convention, the principles and values that will guide the implementation of the Agreement, which do not include a separate clause, are set out in the preliminary section. While adherence to the principles of the Convention has been expressed, all the principles of the Convention have not been counted in the initial part, and the principle of "equality" and "common but differentiated responsibilities and relative capabilities" have been explicitly mentioned as a result of decisive attitudes of developing countries. As mentioned above, the Agreement is essentially formed

around these two principles. It was regulated under Article 2 that this Agreement would be implemented so as to reflect these two principles, and also "common but differentiated responsibilities and relative capacities principle under the light of national conditions" were developed in articles related to implementation and it was used to regulate with a new understanding the differentiation between the obligation and action types of the countries. The equality principle was mentioned under Article 4 and 14. In this regard, the gap which was created by not including a separate article on principles was filled to some extent by using these two principles in a way to regulate the implementation articles. In this way, the continuity between the Convention and the Agreement was established. However, the fact that the "precautionary principle" was not included in the Agreement, which expresses the need for responding to climate change, which is characterized as an urgent threat, in an effective and progressive manner based on the best scientific knowledge, is a big shortcoming.

Since the implementation is mostly dependent on the willingness of the party countries, it could be said that the impact created by Paris Agreement, which presents a weak international collaboration framework, in the social and political area, is related to its reflection of a new understanding in relation to global climate change and policy. This new understanding, which recommends to handle the climate change with its reasons and consequences as well as measures to cope with climate change and its effects on the axis of global justice, human rights and gender, was expressed at the beginning part of the Agreement though partially. Despite the intense efforts of social movements and civil society organizations

---

<sup>8</sup> Decision 1/CP.19 Further advancing the Durban Platform, FCCC/CP/2013/10/Add.1.

together with some partner countries, it could not be enabled to include these new values and concerns in the provisions of the Agreement towards implementation; however these were mentioned at the beginning part. It is an important development that, at the preliminary section of the Agreement, it was asked from the parties to take into account their obligations towards human rights and to respect and support them while taking measures against climate change so as to reflect to some extent the progress ensured at the level of the United Nations (UN) for identifying climate change as a problem of human rights. The provision lists among the human rights obligations the right of health, rights of the native communities, local communities, immigrants, children, disabled and vulnerable people. Besides, in the same provision the parties are also called for taking into account, respecting and supporting gender equality, women empowerment and intergenerational equality in the precautions they take against climate change. Although there is not reference to human rights in the provisions directed towards implementation, it was regulated under Article 7 that adaptation, and under Article 11 that capacity development should be sensitive against gender. The Agreement represents an important development not only about the reasons and consequences of climate change, but also from the point of being an expression of the existence of a justice problem in relation to the nature of the precautions taken. Paris Agreement, which points out the importance of the concept of "climate justice" in the precautions taken against climate change, has been the first binding international legal document that includes climate justice. The Agreement also pointed out the need for transformation of the labor force, which constitutes one of the social dimensions of climate change precautions, in the process of transformation to low-emission societies. In this regard, the preliminary section included the necessity for fair transformation of labor force and

creating decent works under the scope of national development priorities. Whereas the Agreement took precautions against climate change, it has emphasized the importance of securing the integrity of the whole ecosystems including the oceans and protecting the biodiversity which is called as the Mother Earth.

As it will be seen in the coming sections, the Agreement which aims at making the action against climate change a social one, covered the issues of education, awareness, public participation and access to knowledge related to climate change both in the preamble part as well as under Article 12. However, Article 12 includes more general expressions compared to Article 6 of the Convention and regulates the strengthening of education, awareness, participation and access to knowledge in relation to climate change as a subject of the cooperation between parties. Pursuant to the Agreement, it is also indicated that the adaptation and capacity development actions should also rely on a participatory approach.

### **1.3. General Framework of Cooperative Approach under the New Paris Regime**

---

The components of the new regime which is established with Paris Agreement which could be seen as a step in cooperation against the impacts of global climate change, are covered with more detail below within the framework of relevant provisions. Although the Agreement does not include article titles, since it regulates each climate action under separate articles, it was tried to remain loyal to this order in the study. Whereas the agreement handled the changes which occurred in the regime since 1992 with this method of regulation in a more systematic manner, it has also established the relationship among various actions.

As it could be seen from the following headings, with the general purpose in the design of the Agreement, attention was paid to emphasize the relationship between mitigation, adaptation and support actions. The relationship between the provisions of the Agreement could be summarized as shown under **Table 1**. As it could be seen from Table 1, provisions of the Agreement related to climate action such as mitigation, adaptation, financing and technology were associated with the provisions related to processing such as transparency, implementation, compliance and global stocktake. Support towards capacity development was regulated so as to cover the processes of implementation and compliance as well transparency in addition to climate action.

Although the Agreement covers the loss and damages, this articles has not been associated with provisions that support implementation such as financing and technology as well as processing.

Despite not specified in the Agreement, losses and damages were associated with the book of rules adopted in the 24<sup>th</sup> Conference of Parties<sup>9</sup> and Global Stocktake.

Since part of the changes in the regime structure was made with the Decision No 1/Cp.21 which is another important output of Paris Conference (COP21),<sup>10</sup> the examination was made within the framework of Agreement and decision provisions.

**Table 1: Provisions of Paris Agreement**

C a p a c i t y	Preamble					
	Objective (Article 2)					
	National Contributions (Article 3)					
	Mitigation (Article 4)	Adaptation Article (7):	Financing Article (9):	Technology Article (10):	Capacity Development Article (11):	Loss and Damage Article (8):
	National Contributi ons (NDC)	Adaptation Objective Adaptation Framework Adaptation Planning Adaptation Communication	Long Term Financing Green Climate Fund Climate Financing Reporting	Long Term Technology Vision Technology Mechanism Technology Framework	Paris Capacity Development Framework	Loss and Damage Mechanism
	Enhanced Transparency Framework (Article 13)					
	Implementation and Compliance (Article 15)					
	Global Stocktake (GST) (Article 14)					

<sup>9</sup> Decision 19/CMA.1 Matters relating to Article 14 of the Paris Agreement and paragraphs 99–101 of decision 1/CP.21, [https://unfccc.int/sites/default/files/resource/cp24\\_auv\\_GST\\_L.16.pdf](https://unfccc.int/sites/default/files/resource/cp24_auv_GST_L.16.pdf).

<sup>10</sup> Decision 1/CP.21 Adoption of the Paris Agreement, FCCC/CP/2015/10/Add.1.





### 1.3.1. Central Objective of the Agreement : Long Term Temperature Goal

---

The share of the purpose which is defined for the struggle against climate change at global level is huge in the Paris Agreement being seen as a historical success. The Agreement gets the impact and power before political, economic and social actors from this objective. The Agreement, which aims at strengthening the international cooperation against climate change, put a long term temperature increase objective in order to advance the purposes and implementation of the Convention. Within this framework, the Agreement aims at demonstrating efforts to keep the global temperature increase well below under 2°C compared to Pre-Industrial Period, and to limit the temperature increase to 1.5°C taking into account that it could significantly reduce the impact and risks of climate change. The Agreement also set out the direction to be followed by the efforts for emission mitigation required in order to reach long term temperature rise targets. According to this, in the second half of this century, in order to reach to a balance between anthropogenic emission and emissions retainer by sink, the parties will increase their greenhouse gas emissions to the top point within shorter period, Differentiation was preferred from the point of developing countries in realizing the target of emissions reaching the top point and it was acknowledged that this process could be longer for them.

Therefore, the agreement has established a quantitative target which is different from the Agreement, and designed a more certain direction to the struggle against global climate change. The transition of the purpose of the Convention which is defined in qualitative terms to the objective of long term temperature increase, is one of the indicators of the change which the regime has changed over time towards the direction of

activation of struggle against climate change. The change towards defining the objective of global climate regime towards defining with temperature increase target has become the subject of international agreement first with Paris Agreement and this change has started in 2009 Copenhagen Conference. The target of Copenhagen Accord to keep the temperature increase below 2°C was also confirmed by the Cancun Agreements in 2010. Cancun Agreements also made the call to empower the target towards 1.5°C. The target of the Agreement to reach a balance between the emissions which occurred in the second half of the century and are kept by the sinks, in other words the target of zero emission, is the product of the same negotiation process. Although alternative targets such as decarbonization and net zero emission, which make the Agreement more challenging, were highlighted during the negotiations, the target of balance was included which is a more flexible expression in line with the preference of some developed and developing countries.

The other innovation in the definition of the objective of the Agreement is the association of the temperature increase target with other dimensions of the climate change policy in addition to the mitigation option, such as adaptation and financing. The objective article reflects the changes in thought and method that occurred in the understanding of struggle against climate change under the light of up to date scientific developments, as well as the changing dynamics of the policy in this area. Accordingly, other objectives of the cooperation established with the Agreement are making the low emission development and climate financing flows resistant against climate change in accordance with this.

The target of stopping the temperature increase at 1.5°C has an impact of strengthening the place in the normative structure of the regime, of the

understanding of “climate justice”, which is mentioned at the preamble part of the Agreement and which is intended to direct the climate policies. Although the target of 1.5°C is considered as an expression of a desire, this target was institutionalized within the processing of the Agreement with the decision of the Conference of Parties to assign IPCC with the task of preparing a special report on the impacts of 1.5°C temperature increase and the associated emission paths. 1.5°C special report of IPCC which was published in October 2018 also constitutes one of the most important inputs of the Facilitating Dialogue which is called as Talanoa Dialogue that finds its grounds with the Paris Agreement.<sup>11</sup>

### 1.3.2. Mitigation

---

The change which Paris Agreement made in the international climate cooperation model is best expressed in the mitigation action. The Agreement, which emphasizes the priority of the climate policies of the countries themselves in the global struggle against climate change, was established on the “logic of nationally directed climate action” (Falkner, 2016). Within this framework, there was a shift from the Kyoto model, where the mitigation obligations were determined at international level and tied upon solid rules and sanctions, from the cooperation model comprising voluntary contributions where the party countries determined these according to their national conditions. Pursuant to this model which relies on the understanding of monitoring at international level the implementation of targets promised at national level (pledge-and-review), the mitigation and transparency components of Paris Agreement include binding processing provisions which the parties are required to comply with.

The Agreement has imposed the party states the obligation to prepare, declare and maintain their national contributions. Whereas nationally determined contributions are not binding under international law, the party states have the obligation to implement national mitigation measures in order to reach the objectives of their contributions (Article 4.2). National contributions, which are not included in the text of the Agreement but kept in the recording system management by United Nations Framework Convention on Climate Change Secretariat<sup>12</sup>, are considered as the integral element of the Agreement (Rajamani, 2016a: 354; Oberthür & Bodle, 2016).

Every new national contribution which the parties are required to present every five years, will be a contribution that is further to the previous one so as to reflect the highest claim for themselves in line with their differentiated responsibilities and national conditions (Article 4.3). Being different from the Kyoto Protocol, the parties may, if they want, change their national contributions which they presented for a period, at any time in order to increase their claims (Article 4.11). Following the entry into force of the Agreement, some parties have increased their national contribution targets relying on this provisions and made some corrections (Ge & Levin, 2018).

As it was clearly indicated in Article 3, national contributions are not limited to mitigation action and targets. It is expected that the parties shall make contributions in the global efforts with mitigation, adaptation, financing, capacity building actions which they have determined at national level. The mitigation component of national contributions is regulated under Article 4.

---

<sup>11</sup> Decision 1/CP.21 Adoption of the Paris Agreement, FCCC/CP/2015/10/Add.1.

<sup>12</sup> Hereinafter called in the text as “Secretariat”.



Article 4 defines the type of mitigation actions of developed and developing countries in the national contributions within the framework of new dynamic differentiation understanding adopted in the Agreement. According to that, the developed countries should undertake absolute emission “mitigation targets” overall their economies and continue to lead the struggle against climate change. Developing countries, which are requested to continue to increase their “mitigation efforts”, are encouraged to shift to emission mitigation or limiting targets over time under the light of different national conditions. The emission targets set by both developed and developing countries with their national contributions are not binding. Therefore, it is expected that they reach to the targets they set in their national contributions within the framework of good faith. As it was indicated above, the parties shall implement mitigation precautions at national level in order to reach the objectives they demonstrated in their national contributions. Besides, they have the obligation to present information related to progress they have recorded in reaching their objectives and implementing their national contributions within the context of their reporting obligations.

Within the framework of differentiation approach specific to the issue and the situation, the least developed countries are provided with the flexibility to prepare and submit low emissions strategies, plans and actions that reflect their special conditions. Besides, the mitigation side benefits of economic diversification and adaptation action plans are evaluated within the scope of mitigation action. The Agreement also requires that the concerns of the developing countries, economies of which could be negatively affected from the climate precautions, are also taken into consideration in implementation same as the OPEC (Organization of the Petroleum Exporting Countries) countries, which are the oil

exporters. Support will be provided to the developing countries for the implementation of Article 4. The Agreement highlighted the relationality as in the case of some other provisions and pointed out the connection between mitigation action and financing and emphasized that increasing the support provided to the developing countries will leverage the enthusiasm of these countries in climate action.

Pursuant to the method of monitoring at international level within the framework of common rules the implementation of targets which are set at national level, the parties have obligations in relation to processing within the scope of mitigation action. One of these is the presentation together with national contributions of information required for the openness, transparency and understandability of the contributions. This obligation which is put on all parties is important in terms of demonstrating the extent to which the national contributions serve to the long term objective of the Agreement within the scope of Global Stocktake / GST in addition to their comparability. The diversity of types of action and target towards mitigation in national contributions, of which some examples are given in Table 2, demonstrates by itself the necessity of such type of information to be presented together with national contributions for the purpose of ensuring comparability of the mitigation actions carried out by the parties. The parties are also responsible from the calculation of natural contributions determined by them. There is a necessity to observe environmental integrity, transparency, accuracy, completeness, comparability and consistence and avoid from repetitive calculation while calculating the emissions corresponding to national contributions and the removals provided by sinks.

**Table 2:** Selected National Contributions

Party	Type of Contribution	Base/ Reference Year	2025	Target 2030
USA	Whole Economy	2005 (BY)	26-28%	
EU	Whole Economy	1990		40%
Russia	Whole Economy	1990		25-30%
Australia	Whole Economy	2013		18-26% (1990)
Canada	Whole Economy	2005		30%
Japan	Whole Economy	2013		26%
New Zealand	Whole Economy	2005		30%
Norway	Whole Economy	1990		Minimum 40%
Turkey	Whole Economy	BAU <sup>13</sup>		21%
Brazil	Whole Economy	2005 (Unconditional)	37%	43%
Mexico	Whole Economy	BAU		25%
South Korea	Whole Economy	BAU		37%
Indonesia	Whole Economy	BAU		29% (Unconditional ) 41% (Conditional)
South Africa	Whole Economy	Absolute emission amount between 2005-2030 is 398-614 MtCO <sub>2</sub> e		
Argentina	Whole Economy	Absolute Emission Amount 483 MtCO <sub>2</sub> e (2030) (Unconditional) Absolute Emission Amount 369 MtCO <sub>2</sub> e (2030) (Conditional)		
China		Lifting the emissions to top point by 2030, or earlier if possible Increasing the share of non-fossil fuel energy sources within total primary energy supply to around 20% By 2030, reducing GDP carbon intensity to 60-65% of 2005. Increasing the forest assets by 4.5 billion square meters compared to 2005.		
India		By 2030, mitigation by 33-35% in GDP emission intensity compared to 2005 Increasing the non-fossil fuel sources in the electricity installed power capacity to 40%. Increasing forest and tree areas and create an additional carbon sink of 2.5-3 GtCO <sub>2</sub> e		
Saudi Arabia		Side benefits of diversification of economy.		

<sup>13</sup> BAU: Business-as-usual.



As an extension of its own long term objective the Agreement requested from all parties to prepare and present "development strategies with long term low greenhouse gas emission" (Article 4.19). The Conference of Parties invited the parties to submit their strategies for 2050 by 2020 with the decision No. 1/CP.21 (paragraph 35). These strategies which could contribute in locating the national contributions in a long term perspective, could be considered as a product of a comprehensive long term perspective of Paris Agreement regime together with their national adaptation plans regulated under Article 7. Strategies could be considered as the channel for associating the UN Sustainable Development Goals (SDGs), in other words the Global Goals, which requires integration of international climate regime and the struggle against climate change and its impacts to the process of national planning.<sup>14</sup> Together with this, these low emission development strategies, which are totally left to the parties though seen as innovative, is an indicator of efforts for overcoming the insufficiency that arises from failure to fulfill the mitigation obligations that will ensure reaching the long term objective of the Agreement. As of August 2018, nine countries have established strategies with 2050 perspective that correspond to long term low emission development strategy of the Agreement.<sup>15</sup> Various

collaboration initiatives of the parties have arisen with a character to support the preparation of these strategies which they have developed with different names, scopes and objectives. 2050 Pathways Platform, which was launched by climate champions during the 22<sup>nd</sup> Conference of Parties, could be counted among such developments.<sup>16</sup>

As it was foreseen by the Agreement, it still continues to be the biggest question mark whether the strengthening and implementation of mitigation actions over time will be sufficient for reaching long term temperature target. The Agreement has reached to the desired number of participation by establishing an encouraging structure of cooperation in the form it was designed. 166 national contribution documents presented by 190 parties (including the EU) as of April 2016, cover around 95% of the global emissions. Thus, it was possible to approach to the desire of a universal agreement which will make all developed and developing countries partners to the efforts for mitigating the emissions. However, the limitation or mitigation targets which were announced in the national contributions presented, as stated in the decision No.1/CP.21 of Paris Conference (COP21), are very insufficient given the 2°C target of the Agreement, let aside the 1.5°C target.

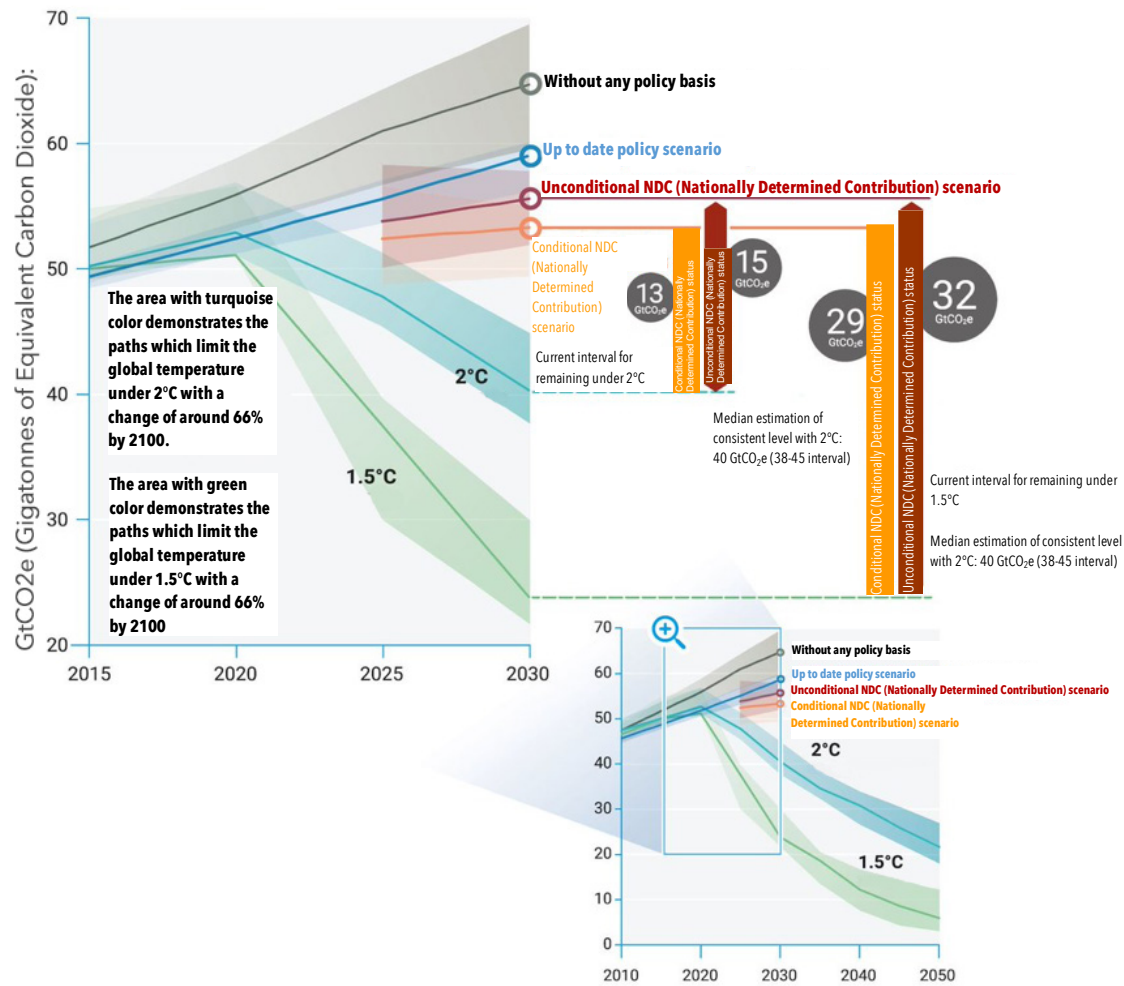
<sup>14</sup> For SHK13 on UN Sustainable Development Goals (SDGs) adopted by the UN General Council in 2015 as well as the climate action, see: <https://sustainabledevelopment.un.org/?menu=1300>; <https://sustainabledevelopment.un.org/sdg13>.

<sup>15</sup> For the party countries that have prepared and submitted their long term strategies, see.

<https://unfccc.int/process/the-paris-agreement/long-term-strategies>.

<sup>16</sup> For 2050 Pathways Platform, see <https://www.2050pathways.org/about/>

**Figure 1:** Greenhouse Gas Emissions and Emission Gap Under Different Scenarios in 2030 (UNEP, 2018).







FOSSIL  
FUELS  
ARE OUR FOE!



TAKE  
THE PLANET  
GREAT

CLIMATE STRIKE

NG  
DEN

The only oil we w  
is oil

According to the technical report prepared by the Secretariat, as a result of the implementation of mitigation targets in the national contributions, the global greenhouse gas emissions, which were 48 GtCO<sub>2</sub>e in 2010, will increase to 55 GtCO<sub>2</sub>e in 2025 (51.4 to 57.3) and 56.2 GtCO<sub>2</sub>e in 2030 (52.0 to 59.3) (UNFCCC, 2016a). It is estimated that the temperature increase will approach 2.6 to 3.1°C by the end of this century in case the unconditional targets in the national contributions, which do not prevent the increase in emissions but which are considered to enable a slow down in the speed of increase, are implemented in full (Rogelji et al, 2016). 'UNEP (2018) Emission Gap Report' demonstrates the gap between the required mitigation amounts for 1.5 and 2°C targets and the global mitigation rates which the targets announced in national contributions will ensure. According to the report, the global emissions should not exceed 40 GtCO<sub>2</sub>e by 2030 in order to keep the temperature increase below 2°C. Limiting the temperature increase so as not to increase 1.5°C depends on the emissions remaining at 24 GtCO<sub>2</sub>e in 2030. As it could be seen from Figure 1, with the assumption that the unconditional targets in the national contributions of the countries are implemented as a whole, the amount of emissions to be reached with a mitigation to be ensued by 2030, falls beyond 15 GtCO<sub>2</sub>e of the amount of mitigation required for keeping the amount under 2°C by the end of the century. This amount decreases to 13 GtCO<sub>2</sub>e in case the conditional targets in national contributions are reached. The gap between the amount of emission required for keeping the temperature increase at 1.5°C (with a probability of 66%) and the mitigation to be ensured as a result of applying conditional and unconditional targets in national contributions, reaches to 29 and 32 GtCO<sub>2</sub>.

Paris Agreement, which is the product of maintaining multilateral collaboration against global climate change within the framework of new

rules following 2009 Copenhagen experience, has institutionalized gradual progress rather than challenging actions in order to ensure voluntary contribution. Gradual progress was tried to be ensured with the Ratchet Mechanism which is established within the body of the Agreement. This mechanism, which will enable the parties to increase their national contributions covering mitigation, adaptation, implementation tools so as to more serve to the long term purpose of the Agreement, is established on renewal of national contributions at intervals of five years and on GST regulations.

As it could be seen in Figure 2, with the Global Stocktake to be realized before the renewal of national contributions, the contribution of the joint action in the progress towards the purpose of the Agreement will be reviewed, and the outputs of this review will constitute an input in the process wherein parties prepare their new national contributions. For the sake of ensuring that this process takes place as expected, it is important that the contribution renewal processes for the following periods are made common (common timeframes). Since the first national contributions which are presented before Paris cover the period of five or ten years, there are difficulties of comparison and review. Although the Agreement and the Paris Conference which complements it foresee that the national contributions are renewed or updated in periods of five years, it was not indicated when this application would start (Müller & Ngwadla, 2016; Müller, 2018). Negotiations are ongoing in relation to the period and renewal periods of the contributions. The current negotiation attitudes of the Parties demonstrate that the practice of renewal or updating in periods of five years could not be valid for the first national contributions.

**Figure 2:** Paris Ratchet Mechanism

### 1.3.3. Adaptation

One of the most important innovations brought by Paris Agreement in climate regime is the fact that ensuring adaptation against the impacts of climate change strengthen its place within climate policy priorities. Adaptation which is integrated with all components of Paris regime, has become the second pillar of the climate policy equivalent to mitigation. Although adaptation to fragilities and impacts caused by climate change is one of the objectives of the regime established with the Convention, it was mostly considered within the context of least developed fragile countries for a long period due to the priority of mitigation of emissions. Kyoto Protocol also includes regulations related to adaptation. However, adaptation is considered as one of the pillars of climate policy with the Bali Roadmap that launched new agreement negotiations after 2012 and it was granted with a comprehensive framework and institutional structure with Cancun Agreements concluded at the end of this process.

With Cancun Agreements, Cancun Adaptation Framework and Adaptation Committee were established and National Adaptation Plans/ NAP process was created.<sup>17</sup>

Paris Agreement has associated this framework which was created with COP decisions with all

components of post-2020 within the new structure of the regime and put it in a more detailed legal framework within the scope of agreement. Thus a balance was ensured between adaptation and mitigation.

The more important innovation of Paris Agreement in relation to adaptation, which was included in various articles with different dimensions with priority given in Article 7, is the Global Goal on Adaptation (GGA) which it has demonstrated by establishing the connection with long term temperature increase target. Article 7 has defined a global adaptation objective which strengthens the adaptation capacity against climate change, increases resistance and mitigates fragility so as to ensure taking sufficient mitigation measures and contribute in sustainable development within the context of long term temperature target under Article 2. (Craft & Fisher, 2018). As it could be seen, the adaptation objective, which is not digital being different from the mitigation target, is embedded in the temperature target based structure of the Agreement.

<sup>17</sup> Decision 1/CP.16 The Cancun Agreements: Outcome of the work of the Ad Hoc Working Group on Long-term Cooperative Action under the Convention, FCCC/CP/2010/7/Add.1.



The global adaptation objective points out three dimensions of adaptation to climate change.

- 1) To strengthen adaptation capacity
- 2) To decrease the vulnerabilities and increase resistivity with a sustainable development approach
- 3) To secure taking sufficient adaptation measures within the context of temperature target

Although the issue of supporting the global adaptation objective with qualitative indicators as in the case of long term temperature target, since the adaptation needs change depending on local, regional and national conditions, it was considered that it would be better for the parties to adopt the precautions themselves, and a qualitative objective was set by following a bottom-to-top path.

Despite the fact that the Agreement regulates the adaptation separately in a special article, many of the provisions related to adaptation actions do not include binding obligations. Provisions which have binding nature were softened with such expressions as “as appropriate”. In this regard, it could be said that the main contribution of the Agreement is that it defined adaptation in struggling against climate change as a political priority (Suárez Pérez & Churie Kallhauge, 2017). The most important indicator of this is the fact that the Agreement acknowledges the adaptation actions which the parties presented in the National Contribution Documents. Being different from Kyoto Protocol and the targets which were announced in Cancun Agreement, Paris Agreement did not limit the climate action of parties with mitigation and regulated the adaptation precautions as part of global struggle against climate change.

The agreement defines three types of tasks in relation to adaptation. In other words, it handles the adaptation action at three levels:

- 1) Common global goal
- 2) Cooperation towards this purpose and joint responsibilities of parties
- 3) Responsibilities of parties single by single

Article 7 also sets out the principles and basis of adaptation action. These principles and basis created with the decision of relevant parties (Conference of Parties), acquired a legal guarantee with the Agreement. Accordingly, adaptation works should be carried out relying on the best scientific knowledge, traditional knowledge as appropriate, knowledge of the local communities and local information systems, directed by the countries, taking into account the gender issues, in a participatory and totally transparent approach, and considering also the vulnerable groups, communities and ecosystems.

More importantly, the adaptation is regulated so as to establish its link with all pillars of the regime. In other words, all pillars of the regime have adaptation component in its new structure. Taken from the point of scope and content, it could be said that the Agreement has established a sub-adaptation regime in addition to mitigation in the regime. In fact, regulation of adaptation at such a comprehensive degree relates to the place which adaptation occupies in the National Contribution Documents presented by the parties. 137 out of 190 National Contribution documents include an adaptation component (UNFCCC, 2016a).

Article 7.4 of the Agreement has clearly demonstrated the relationship between mitigation and adaptation. The Agreement which underlines the fact that increasing the mitigation efforts will decrease the need for adaptation, assumes that the adaptation will also support mitigation.

Article 7 placed the support to be provided to the developing countries to the center of adaptation action. In order for the developing countries to determine their adaptation needs and implement required precautions and fulfill the procedural requirements, a continuous and improved international support will be provided pursuant to relevant articles of the Agreement.

The adaptation is a part of five-year review cycled to be carried out for leveraging the claim for collaboration. Global Stocktake has two functions related to adaptation. The first of these tasks which are regulated in a more detail compared to mitigation and support, is to ensure adaptation action better and the second is the acknowledgement of the adaptation efforts of the developing countries. Therefore, the adequacy and efficiency of the adaptation measures and support and the progress taken in reaching the global adaptation objective, will be reviewed in the Global Stocktake, first of which will be held in 2023.



# Nations Unies

## Conférence sur les Changements

2011

urget



Turquie  
Turkey

The parties have two new procedural tasks within the framework of adaptation action under Paris Agreement. The first of these is the adaptation planning. According to Article 7.9, parties will carry out adaptation planning as appropriate. The article has extended the adaptation plans prepared only by the developing countries before to other parties (Wiseman, 2016). Whereas adaptation planning is a requirement, the method, scope, objective and priorities were left to the parties to be selected according to national conditions.

The second task is Reporting on Adaptation. Under the scope of reporting responsibilities, all parties shall report their adaptation actions. These reports will be collected under a recording system to be created. The Agreement has made reporting on adaptation obligatory, but left the way to report to the parties. Therefore, whereas reporting on adaptation could be made in the ordinary national reporting, or reporting on adaptation could be made separate. Since many countries included adaptation in their National Contribution Documents, the National Contributions could also be considered as a method for reporting on adaptation. In the Global Stocktake, the issues related to how, in what frequency and where to record the National Reporting are discussed under Paris Agreement Work Program within the scope of book of rules negotiations.

In general, it could be said that adaptation is a bridge between Paris Agreement and UN Sustainable Development Objectives in terms of handling the issue.

### **1.3.4. Climate Financing**

---

Climate financing continues to be a determining variable of global climate policy and collaboration regime. Whereas financing is one of the main problems areas of the regime since the adoption of the Conference due to both its resources and

the problem of balance of distribution between mitigation and adaptation, it has become the fundamental fault line in the negotiations with the announcement of Green Climate Fund (GCF) in Copenhagen Conference and the opening of short-term climate financing.

Whereas Paris Agreement restructures the climate financing, it does this to a large extent by locating the institutional outputs of the evolution that climate financing sub-regime has undergone since Copenhagen and Cancun, into the general structure of the new regime with more open rules. Financing, which is separately regulated under Article 9 of the Agreement, has been made the subject of regulation in all action fields to the extent it is related. Regulation of financing so as to cover the whole Agreement like a floor is an indicator that the parties clearly recognized strong the connection which includes conditionality between climate action and support. The central role attached by the Agreement to climate financing and the extended climate financing understanding on which it is based, could be seen from the fact that the issue is carried to the objective article of the new regime. Article 2 of the Agreement counted making climate financing flows in compliance with low greenhouse gas emissions and climate resistance development pathways among its objectives. This is a sign of the priority that climate financing acquired from the point of global climate policy and the parties single by single.

The Agreement includes innovations that reflect the changes that occurred after Cancun in relation to type of financing and resources in climate financing system, parties to contribute, distribution channels and reporting requirements. At the top of these changes is the division of financial support action into two types. The Agreement regulates the provision of financial support to developing countries and mobilizing the financial resources for

climate change efforts separately. In addition to this, the Agreement also regulated various resources including the private financing through which the developing countries could play role in orienting towards climate change requirements by means of public intervention tools, in addition to the financial support that is directly provided from public resources. The Agreement made regulations that cover the financial supports of other parties in addition to developed countries as a product of the understanding of including up to date developments, such as extending the base of finance resources in addition to its types and South-South climate finance flows, into the regime.

With the decision No. 1/CP 21, the Green Climate Fund, which has become the primary institutional flow mechanism of climate financing, and the Special Climate Change Fund and Least Developed Countries Fund under the Convention were regulated to as to serve the Paris Agreement. However, the decision on the relationship between the Adaptation Fund, which was established under Kyoto Protocol, with the Paris Agreement was left to the Conference of Parties. It was decided to bring the Adaptation Fund, whose future became uncertain due to the fact that Kyoto Protocol would end in 2020, under Paris Agreement was taken in the 23<sup>rd</sup> Conference of Parties following a great struggle between the developed and developing countries. However, the details of the regulation will be resolved afterwards.

Paris Agreement does not include provision in relation to the amount of long term financing as a result of the objections of developed countries, which are lead by the USA. Details on the financing target and the Green Climate Fund, which is the main distribution channel of this, are regulated under the decision No. 1/CP.21. With the decision, the common target of the countries to mobilize a climate financing of 100 billion USD annually by 2020 as committed in Cancun was extended to

2025. Within the framework of the decision which adopted an annual amount of 100 billion USD as a basis, the parties of Paris Agreement will determine a new collective finance amount before 2025. Due to the desire to extend the financing basis, all parties were mentioned in this provision rather than developed countries (Rajamani, 2016b: 24).

According to Article 9.1 of Paris Agreement, the developed countries will continue to provide financial resources to the developing countries for mitigation and adaptation efforts under the scope of their obligations that arise from the Convention. With the Article 9.2 of the Agreement, other parties were encouraged to provide support and continue the support they have been providing on the principle of voluntarism. The Article does not bear any legal obligation for the other parties and it does not include them into the countries to provide financial support as a result of their desire or capacities. The developed parties will continue to lead creating climate financing so as to pass beyond the previous actions through various resources, tools and channels as part of the global efforts, in addition to their obligations under Article 9.1. The Agreement emphasizes the priority of the public resources in these financial resources which will be created with various actions in line with the demand of the parties. As a result, no new financial obligation was created for any party with the Agreement. The part of Paris Agreement which remained loyal the most to the differentiation in the annexes system of the Convention was the climate financing. Also, the sharp differentiation between the donor and recipient parties was softened with Article 9.2 (Bodansky, 2016: 310). The association of the leading roles of countries in creating financing under Article 9.3 with the global efforts is the reflection of the concern to increase the number of countries that need to provide financial support. The fact that the financing provisions of the Agreement were drafted with

passive expressions without showing the subject is due to the possibility that the parties other than developed countries could be included in this pool in the future (Rahamani, 2016b: 24).

The Agreement, which remained silent on the areas of use of resources created, requires that the climate financing is distributed between mitigation and adaptation in a balanced manner, and the needs and priorities of the developing countries are taken into account. Increasing the scale of adaptation financing is highly important due to the deepening impacts of the climate change and the urgency of the needs of fragile countries. However, the priority was taken by the mitigation actions in climate financing starting from the Convention. As in the case of Copenhagen Agreement, Cancun and following decisions, Paris Agreement also tied the increasing of financial support to the ability of developing countries to strengthen the mitigation actions. The financing allocated for adaptation has remained far behind the mitigation. Despite the fact that the developing countries demanded a digitalized rate of 50/50 between mitigation and adaptation towards Paris as in the case of previous negotiations, the Agreement contended with the guarantee to ensure a balance. 1/CP.21 decision highlighted this gap and called for increasing the adaptation financing to a significant degree before 2020. It was requested to take into account in facilitating the finance the situation of countries which are fragile and lack the capacity against negative impacts of climate change, such as least developed countries and small island countries. Despite the differentiation between the countries in this manner, all of the developing countries have the same access opportunity for the climate financing. The fact that the groups of developing countries which are in need of priority access to climate financing are mentioned within the context of their characteristics specific to the problem lead to the objection of groups such as African countries, that have special conditions. Despite the

verbal guarantee of the chairman of the Conference of Parties in the session when the Agreement was adopted, no progress has been recorded in the evaluation related to the special conditions of African countries.

As in the case of mitigation, in the climate financing action, the financial resources which the developed countries provide or of which these countries played a role for provision, are quite insufficient compared to the adaptation and mitigation needs of the developing countries. According to the mitigation scenarios in UNEP (2016) Adaptation Financing Deficit Report, it is considered that there is a need of investment of 280 to 500 billion USD annually for adaptation by 2050 overall the world. It is estimated that the developing countries will encounter an adaptation cost of 140 to 300 billion USD annually by 2030. As opposed to this, the climate finance has not reached at an equal level despite the catalyzer effect of Green Climate Fund in recent years, commitment created by Paris Agreement and the interest of private sector. According to the report prepared by multi-lateral financing organizations, the climate financing mobilized reached to 62 billion USD in 2014 (UNFCCC, 2016b). Whereas these figures are disputed due to the methodological problems on which type of financial supports will be considered as climate financing, these also demonstrate that more resources should be created in order to reach the 100 billion USD target in 2020.





**RISE UP  
FOR THE  
CLIMATE  
NO TO  
FRACKING**



friends of  
the earth  
see things differently

**RISE UP  
FOR THE  
CLIMATE  
YES TO  
SOLAR**



friends of  
the earth  
see things differently

**RISE UP  
FOR THE  
CLIMATE**

**RISE UP  
FOR THE  
CLIMATE  
NO TO  
FRACKING**



friends of  
the earth  
see things differently

**NO  
PUB**



CHANGE  
THE TO



BLACK • FREE  
SUSSEX



It could also be seen that the Reporting, Monitoring and Global Stocktake process which Paris Agreement refers to as a way of leveraging the claim of mitigation action, is also used for increasing the climate financing. The Agreement has brought the binding obligation of reporting and information for the countries. Different from the Convention, the developed countries are under the obligation of both ex-ante and ex-post reporting for the climate financing they provide. First the financial supports which are transferred from public resources to the developing countries and are mobilized and directed by public interventions, will be reported biannually in a transparent and consistent manner. Pursuant to Article 9.5 of the Agreement, which is the most critical provision in terms of the climate financing demands of developing countries, the developed countries are required to notify every two years as indicator the qualitative and quantitative information in relation to climate financing which they will provide and mobilize, including the public resources, to developing countries. Although the provision is softened with such expressions as “as applicable” or “as available”, it is regulated as binding. However, this is not a financial support target setting obligation, but only an obligation of notice (Gastelumendi & Gnittke, 2017). Countries which provide climate financing voluntarily shall also submit voluntary reports every two years in the same manner.

The Agreement has not put the countries that receive financial support any reporting obligation related to this. Although the developed countries are not pleased with the regulation of prior communication of the financial support foreseen to be provided from the public resources, the developing countries seek for launching the negotiations about the amount of climate financing earlier after 2020 relying on this Article. The Global Stocktake to be held in 2023 will take into account the information related to climate

financing notified by the countries and the organs of the Agreement. Besides, the Global Stocktake, which will evaluate the common progress in the path of reaching long term objectives of the Agreement, including the target of making climate financing flows in compliance with low emission and climate-resistant development pathways, will also handle the financial supports. It is expected that the outputs of the Global Stocktake will also inform the financial support components in the national contributions of the parties.

### **1.3.5. From the Kyoto Flexible Mechanisms to the Cooperative Approaches: ITMOs, Sustainable Development Mechanisms and Non-Market Initiatives**

---

Paris Agreement has been a series of voluntary cooperation tools that enable the parties to realize their national contributions as in the case of Kyoto Protocol. These tools, which are included in the text of the Agreement in the last week of the negotiations due to the conflict of opinions between the parties on the type and characteristics of the tools, remained as the elements of the new regime with the highest uncertainty for the same reason. The work of determining the rules of application of tools, which are named as cooperative approaches, is being carried out within the framework of negotiations of The Paris Rulebook.

Three types of voluntary tools were defined under the cooperation approaches regulated under Article 6 of the Agreement. The first two of these tools have similarities with the flexibility mechanisms of Kyoto Protocol. The first tool which resembles the emission trade system is the Internationally Transferred Mitigation Outcomes (ITMOs) that are defined under Article 6.2 and 6.3. The second tool which is highlighted due to its similarity with Clean Development Mechanisms (CDM), is called the SDM - Sustainable



Development Mechanisms (SDM). As a result of the attitude of developing countries against the market based tools and negative experience on Protocol mechanisms, non-market based tools were added in the Agreement as a third collaboration approach method. The framework which was created for voluntary cooperation methods, relies on alternatives such as “various approaches” that started to be formed during the negotiation process that launched with Bali Action Plan. These methods, which were formed to a large extent in the previous Conferences, were structured in accordance with the regime of Paris Agreement based on national contributions.

ITMOs, which overlap with the emission trade system to some extent, are the bilateral or multilateral collaborations carried out by voluntary parties without being subject to any control. The participants of such type of collaborations which could be implemented in various forms, could be governments or sub-national administrations. In the negotiations and evaluations made by relevant sectors, emphasis is put on creating markets in putting the tool into life and connecting the existing emission trade systems are interconnected, as well as non-market methods (Howard, 2017). Although the management of ITMOs, which are designed as a decentralized type of collaboration, would be carried out by the party countries, Paris Agreement will be adopted by the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement/CMA and processed to the guide accordingly. In case that the tool is used in order to access the national contributions, it should be used so as to guarantee environmental integrity and transparency and support sustainable development. More importantly, it is necessary to establish a strong calculation system in order to prevent repetitive recording of the mitigation outputs transferred between the parties. Since Paris Agreement comprises contributions of various types that

create problems of comparison being different from an example digitalized mitigation obligations calculated according to the base year of Kyoto Protocol, there is a need to clarify such uncertainties as converting different metrics to be selected as ITMOs transfer unit into one another, and to calculate the transfers in the national contributions.

The tool which was regulated for the purposes of contributing in the mitigation of greenhouse gas emissions under paragraphs 4 to 7 of Article 6 and to support the sustainable development, is similar to CDM in terms of definition and thus it is mentioned as Sustainable Development Mechanism (SDM). SDM, which is subject to central control contrary to ITMOs, is under the authority and guidance of CMA. It will be carried out by an organ to be established by CMA. The biggest difference of the new mechanism from CDM is that all parties could host the mechanism activities and could use the mitigation outputs created for their national contributions. In other words, both developed and developing countries could implement SDM. When the other party uses the mechanism output for the calculation of reaching its own national contribution, this output will not be used by the host country. Whereas CDM is a mitigation credit system, SDM is not limited to single project based activities. The scope of the mechanism could include project, sectoral projects, policy measures and programs of similar type which could ensure emission mitigation. In addition to this, the condition of ensuring mitigation in global emissions was brought in order to prevent the use of SDM as a offsetting mechanism (Howard, 2017). Whereas ITMOs were mitigation oriented, SDM was associated with adaptation. Same as CDM, part of the income obtained from SDM processes will be transferred in order to help the most fragile developing countries cover their adaptation costs.

With Article 6 finally the “framework of non-market based approaches” was defined for a sustainable development. The framework could cover non-market tools that could be developed in connection with all mitigation, adaptation, financing and technology capacity development elements of the Agreement, in order to assist the implementation of national contributions. The non-market tools, which are expected to support the leveraging of mitigation and adaptation claim, implementation of national contributions and increasing public and private sector participation, could be implemented at national as well as international initiatives level. Various implementation alternatives are handled from finance creating methods to technologic transformation, from the creditization of side benefits of climate action to results based payments, so as to enable ensuring coordination between Agreement elements, tools and institutions. 190).

### **1.3.6. Loss and Damage Associated With Climate Change Impacts**

---

The distinctive character of Paris Agreement is that it re-institutionalizes in the renewed regime the up to date understanding on the resources, impacts and ways of struggling of climate change. Therefore, new approaches, which were directed both by the findings of the science of climate which has been progressing since 1990s, as well as the dynamics of the climate policy which changes with new concepts and understanding that develops within and around the regime, were placed in the new structure of global cooperation. This was realized by receiving into the integrity of the

Agreement the action areas, rules and institutions which have mainly arisen in the evolution of the regime. One of these approaches is the issue of loss and damages connected with climate change.

In this connection, Paris Agreement has regulated with an international agreement the “Warsaw International Mechanism for Loss and Damage”, which is created within the Adaptation Framework under the Conference of Parties under the Conference.<sup>18</sup> Moreover, the Agreement loss and damage are regulated as a unique climate action area under Article 8, being different from the adaptation. Handling of the loss and damage separately in the Agreement could take place in particular with the insistent efforts of the least developed countries and small island states that are most fragile against the negative impacts of climate change, as well the support of developing countries group. This regulation, which was objected by developed countries including the USA, could become possible with a provision given in the decision No. 1/CP 21. With this decision, the Parties have regulated that Article 8 could not be made a subject of legal responsibility and indemnification.

Although the losses and damages of the Agreements were leveraged to the status of international agreement provision, Article 8 did not bring a fundamental progress on the decision that established Warsaw International Loss and Damage Mechanism in 2014 under Article 8. A change which was caused by provisions related mostly to the institutional structure is imposition of authority and guidance of CMA. The Mechanism which would be improved and enhanced as directed by CMA has thus become continuous. It was foreseen that the Mechanism would make a collaboration with mechanisms inside and outside the regime.

---

<sup>18</sup> Decision 2/CP.19 Warsaw international mechanism for loss and damage associated with climate change impacts, FCCC/CP/2013/10/Add.1, <https://unfccc.int/resource/docs/2013/cop19/eng/10a01.pdf>





Article 8.1 indicates the awareness of the losses and damages connected with the negative impacts of climate change such as extreme weather conditions and gradually developing events, pointing out the role of sustainable development in mitigating the loss and damage risk. It could be seen that Article 8.1, which associates losses and damages with the global sustainable development agenda which is mentioned under the objectives of the Agreement, focuses on mitigating the loss and damage risks rather than permanent and irrevocable losses and damages. Soft tasks were imposed by the Agreement on the parties for losses and damages within the framework of cooperation and facilitation. The Parties will develop understanding, action and support in relation to losses and damages from various resources including Warsaw Mechanism based on the principle of cooperation and facilitation. The Article has foreseen understanding, action and support works including but not limited to early warning systems, emergency preparedness, slow onset events, events that may involve permanent and irreversible loss and damage, risk assessment and risk management, risk safety, creating risk pool as well as other insurance measures, non-economical losses, and the resilience of ecosystems and livelihood areas.

As it could be understood from this provision, the Agreement handles the damages and losses together with the adaptation measures, foreseeing the mitigation of risks rather than preventing losses and damages and remedial thereof with insurance methods. The Agreement which indicates that climate financing will be distributed with balance between mitigation and adaptation, it has not created a separate financing channel for losses and damages. The decision which establishes Warsaw Loss and Damage Mechanism includes

financing among the works to be taken in relation loss and damages, the financing was not included in the Agreement and related Paris Conference of Parties. It is foreseen that damages and losses which could not be related with the financial mechanism of the regime will be continued to be assessed within the framework of adaptation financing (Tabu et al, 2016). However, the possibility that actions related to loss and damage could benefit from the supports of Green Climate Fund, continues to remain uncertain (Siegele, 2017). Reviews and initiatives both within the regime and at other international platforms handle the financing of damage and loss mostly at the axis of market tools and mainly with an insurance centered approach (Gewirtzman et al, 2018). Paris decision No. 1/CP 21 has granted the executive committee of the Mechanism (ExCom) the task of establishing a risk transfer clearing house.

In this direction, "Fiji Risk Transfer Clearing House" was established in the 23<sup>rd</sup> Conference of Parties. The cooperation initiatives towards losses and damages outside the regime includes the InsuResilience Initiative, which is a risk guarantee system launched by G7 countries during the German presidency in 2015. The InsuResilience, which was supported during establishment by G20 countries under the presidency of Germany in 2017, was launched with the participation of G20 and V40 countries, civil society, international organizations, private sector and academicians during 2017 Fiji-Bonn Conference.<sup>19</sup> Insurance support programs were announced during One Planet Summit which gathered in Paris, in 2017 with the invitation of the French President Macron. As a result of the demands of the developing countries that the issue of damage and loss financing should be included within the continuous agenda of the side organs, Suva

<sup>19</sup> For the initiative see: InsuResilience-Global Partnership for Climate and Disaster Risk Finance and Insurance Solutions, <https://unfccc.int/news/insuresilience-to-provide-the-poor-with-more-financial-protection-against-climate-risks>; <https://www.insuresilience.org/about>.

Experts Dialogue was created with the decision of 23<sup>rd</sup> Conference of Parties. Whereas the financing is counted among the tasks of the Dialogue, the authority framework of the dialogue is not sufficient for affecting the political process.<sup>20</sup>

Loss and damage are not only related to the physical impacts of climate change, but also its social consequences such as population movements, migration, forced displacement etc. 1/CP.21 decision has provided the Mechanism executive committee with the responsibility of establishing task force in order to handle the issue of displacement connected with climate change, and to develop integrated approaches in order to prevent and minimize displacements. This task force which was established in 23<sup>rd</sup> Conference of Parties, has been mandated with the task of making review so as not to include financial measures despite the efforts of relevant parties.<sup>21</sup>

### 1.3.7. Technology

Whereas technology has a central role in struggling against climate change and its effects, the progress in global climate policy leads the technological developments. Paris Agreement regulates the technology development and technology transfer component of climate action under a separate Article, and it has included the corporate structuring which continues under the Agreement and the new understanding on which this structure is based within its own corporate framework by establishing its relationship with other components. Paris Agreement, which protects the existing cooperation processes and structures within the context of technology development and technology transfer, has three important innovations.

First of these is that it associates technology development and transfer with adaptation in addition to mitigation.

The perspective that the technology support shaped by Cancun Agreements covers both the mitigation and adaptation and resistance precautions has been located in the new collaboration structure of the regime with the “long term technology vision” mentioned under Article 10 of the Agreement.

The second is the association of technology support with climate financing support.

The Agreement which emphasized the need for supporting technological innovation foresees innovation and in particular supporting the initial stages of technology development cycle with the financing tools including the Technology Mechanism and Financial mechanism.

Thirdly, the biggest difference of the Agreement is the Technology Framework that has been established.

Technology Framework has been established in order to guide the implementations of the Technology Mechanism that was constructed with Cancun Agreements in order to realize long term technology vision of Paris Agreement, as well as to improve technology development and transfer. The 1/CP.21 decision indicates that the Framework will enable the party countries to perform technologic needs analysis, implement the findings of this analysis and support the financing. Thus the decision has defined one of the ways through which the relationship established with the Agreement between technology and financing components could be put into life (de Coninck & Sagar, 2017).

<sup>20</sup> Suva Expert Dialogue, <https://unfccc.int/topics/adaptation-and-resilience/workstreams/loss-and-damage-ld/workshops-meetings/suva-expert-dialogue>; Report of the Suva Expert Dialogue

<https://unfccc.int/sites/default/files/resource/010818%20REPORT%20OF%20THE%20SUVA%20EXPERT%20DIALOGUE.pdf>.

<sup>21</sup> Task Force on Displacement, <https://unfccc.int/wim-excom/sub-groups/TFD>.



### 1.3.8. Capacity Building

---

The capacity building component, which has had a very important place in the regime from the beginning within the scope of developing the capacity of developing countries to struggle against climate change and its effects, and supporting their ability to fulfill the requirements of the Convention and Kyoto Protocol, but which did not attract sufficient political interest, was improved with Paris Agreement to some extent. The capacity development dimension has been added to all of the components of the Agreement, both related to implementation and monitoring. Since all parties, including the least developed countries have the responsibility to implement the national contributions they present under the scope of Paris Agreement being different from the Convention and the Protocol, and also that they are subject to transparency and adaptation review with certain flexibilities, it is required that a high portion of the developing countries develop their planning, emission calculating, monitoring and reporting capacities.

Due to this requirement, capacity building was handled under Article 13 of the Agreement in a very detailed manner and capacity development responsibilities were included in other articles to the extent of relation, and also institutional regulations were made with the decision No. 1/CP.21. Paris Capacity Development Committee was established with the decision and it was mandated to ensure consistency and collaboration of capacity development actions under the Convention. The institutional connection of the Committee, which does not remove the existing corporate processes, with the Paris Agreement, is uncertain. Paris decision also created the Capacity-Building Initiative for Transparency (CBIT) was established taking into account the challenges of

the developing countries for adaptation and compliance with the enhanced transparency framework.<sup>22</sup>

### 1.3.9. Improved Transparency Framework

---

The most important feature of the new climate regime that was structured as an international cooperation framework based on the sustainability of voluntary national contributions under Paris Agreement is that it has a stronger and more comprehensive monitoring system. National contributions which are determined by the Parties themselves at the national level and implemented within their own legal regulations, shall be subject to an international monitoring system to be carried out according to common rules. Paris Agreement, which does not have a compliance mechanism that is supported with forcing methods specific to the problem as in the case of Kyoto Protocol, has established a enhanced monitoring system in order to both establish an efficient implementation system as a product of the liberal understanding on which it is based, and to establish the guarantee among the parties that they will implement their national contributions. The new monitoring and review mechanism under which the Parties are subject to obligations of presenting information, reporting, communication and technical evaluation, has been named as Transparency Framework so as to recall accountability as an indicator of the function attributed to it.

The Transparency Framework regulated under Article 13 of the Agreement brought binding obligation of conduct to the Parties. The Enhanced Transparency Framework established with Article 13.1 is quite comprehensive compared to the monitoring and review system which is created under the Contract and the Protocol and extended over time. The transparency framework covers both mitigation and adaptation actions, and the

---

<sup>22</sup> <https://www.thegef.org/topics/capacity-building-initiative-transparency-cbit>.

supports included in financing, technology and capacity development. The developed countries are obliged to declare the financial, technology transfer and capacity development support they provide. Statement by the developing countries of the supports they needed and received is regulated as binding. The Article includes the implementation of Transparency Framework provided to the developing countries as well as the capacity development support (Winkler, 2017). The Transparency Framework is also separated from the Convention in terms of differentiation. Neither a differentiation in its literal meaning nor a common-for-all monitoring structure was established for the parties. Only a flexibility is provided to the parties who are in need of flexibility in implementing the Transparency Framework due to lack of capacity. The common reporting format of China designed for sovereignty purposes for developing and developed countries was not accepted due to the fact that some developing countries were not desirous due to the burden this will bring about. The Transparency Framework will be carried out pursuant to the common modality, procedure and guides to be accepted by CMA. A facilitating approach will be followed in the implementation of transparency framework, rather than a punishing and intervening one.

The new Transparency Framework which adopted the transparency system of the Convention has to a large extent been established on the MRV (Monitoring, Reporting, and Verification) experience which has become maturized with Cancun Agreements and the following COP Decisions. This being the case, there is a restructuring which brings the tasks of both developing and developed countries together. According to the transparency framework of Paris Agreement, all party countries shall present their emission inventories every two years as well as their two-year reports containing information pertinent to the progress in implementation and

reaching the mitigation actions in their national contributions. The national communications presented under the scope of the Convention are ongoing. The Parties will be able to present the information on the impacts of climate change as well as adaptation in the format of separate adaptation communications or together with the national communications. Two-yearly reports related to the emission inventories of all parties and the implementation of national contributions are subject to Technical Expert Review (TER). Thus the two separate review processes established for the reports of developed and developing countries under Cancun Agreements were made common. The parties shall further participate in facilitative multilateral evaluation process within the framework of reporting obligations.

The reporting and communications to take place within the framework of transparency will also constitute input to Global Stocktake, first of which will be conducted in 2023, in addition to the function of monitoring the national contributions of countries single by single.

### **1.3.10. Implementation and Compliance**

---

A compliance mechanism has been established in order to make the implementation by parties of the provisions of Paris Agreement easier and to support their compliance. As the name suggests, the purpose of the mechanism is to facilitate the compliance with the Agreement. For that purpose, an Implementation and Compliance Committee was established which comprises experts, has facilitating function, and will operate so as not to include any punishment and threats. The Committee shall also put special emphasis on relative national competencies and conditions of the parties at all stages of the process. Negotiations are ongoing on how to mobilize the implementation and compliance mechanism, the formation of the Committee, its processing and the results of the decisions.



### 1.3.11. Global Stocktake

---

As it was indicated beforehand, Paris Agreement relies on a progress mechanisms which will leverage the climate action claim in order to reach long term temperature increase target defined under the objective article and other targets that support third target. At the center of this mechanism is the Global Stocktake (GST) which is regulated under Article 15 and will be realized at intervals of 5 years. According to the Agreement, the five-yearly Global Stocktakes, first of which will be held in 2023, will fulfill the function of evaluating the implementation in order to measure the common progress demonstrated by the parties on the way of reaching long term objectives as defined under Article, in addition to the objective of the Agreement to enhance the implementation of the Convention. The Review which will process in a comprehensive and facilitating manner, will handle the stage reached in the implementation of provisions related to implementation supports, which involves mitigation, adaptation, financing, technology and capacity development, under the light of equality and the best scientific knowledge. The objective of the Review is to ensure input to the processes of enhancing and updating the mitigation actions and supports determined by the parties at national level, in addition to strengthening the international cooperation towards climate action. In other words, the outputs of the Review, which will be performed immediately before the periods of updating and renewing the national contributions, that are expected to demonstrate the common progress ensured in line with the objectives of the Agreement and the needs, will be taken into account the review process of national contributions. In this regard, the Review process aims at not demonstrating the progress taken by the parties in implementing their national contributions single by single, but at demonstrating the common progress in line with the objectives of the Agreement. As it was indicated in the analysis of relevant articles, the Agreement has designed the Global Stocktake as a cross-cutting component of climate action and support

and the processing of the regime. Therefore, provisions related to mitigation, adaptation, financing, technology, capacity development and transparency, import duties on the parties that could constitute a basis for the review. Reports related to the implementation of national contributions to be presented by the parties under the scope of the Agreement and the supports they have provided, constitute the most important input of the Review process.

As it could be seen, Paris Agreement, which does not create binding mitigation obligations for the parties, does not include a compliance mechanism supported with sanctions, and mainly relies on transforming the current reporting process and practices shaped under the Convention and implementing the same in a more powerful manner, has a very flexible structure in legal terms. The agreement takes its power in the global politics from the fact that it is the product of the commitment to maintain the struggle against climate change within the framework of a rules-based multilateral cooperation regime. The normative effect of the Agreement and its power that directs the implementation arise from the objective of keeping the temperature increase far below 2°C, and if possible at 1.5°C. This numerical target towards limiting the temperature increase was reinforced with additional justifications which foresees that the target emissions will reach to top point within earliest period and then rapidly decrease to reach net zero emission level in the second half of this century.

In this respect, although the Agreement does not announce the end of carbon age, it has guaranteed the inevitability of "decarbonization". From this point of view, it presents a vision on which there is a joint agreement in relation to the aspect of transformation. Although the reflection to the implementation provisions is limited, it has associated the process of transformation towards decarbonization with the target of 1.5°C, with the climate justice perspective. The objective definition

of the Agreement provides for a strong legal basis for the social demands in the direction of strengthening the climate change measures.

## 2. POST-PARIS CLIMATE NEGOTIATIONS AGENDA

---

Paris Agreement, which has established international cooperation against climate change on a new trajectory in line with new rules and long term temperature increase objective, has ensured the turning of a significant corner in global climate policy. However, as it is specified in the decision No. 1/CP.21 that accepted the Agreement, the mitigation objectives announced in the national contributions presented are insufficient for reaching the objective of the Agreement. Besides, it is required to create detailed execution rules in order to put the provisions of the Agreement into practice. In addition to this, it is required to ensure progress in mitigation and financial support actions before 2020 pursuant to the COP21 Decision and Durban Decision, which launched the Agreement negotiations. Following the adoption of the Agreement, the international negotiations focused on these three areas in order to be finalized in the 24<sup>th</sup> Conference of Parties (COP24) within the framework of the plan created with COP21 decision. Therefore, the 24<sup>th</sup> Conference of Parties which will take place in December 2018 in Poland is highly important from the point of determining the implementation rules of the Agreement and creating a foundation for the leveraging of targets specified in the national contributions.

### 2.1. Negotiations over the Paris Rulebook

---

Paris Agreement, which sets out the general framework, objectives, implementation tools of the global joint action against climate change, as well as the responsibilities of the parties, has left the rules

related to implementation to CMA, which is the highest decision body in order to be formulated afterwards. Within this framework, with the decision No. 1/CP.21, Ad Hoc Working Group on the Paris Agreement (APA) was established in order to carry out the rules of implementation in the period to elapse until the entry into force of the Agreement and the gathering of the Meeting of Parties. With the same decision, the continuous side organs of the Convention have been authorized for the preparations under certain headings. The decision has foreseen that the preparation negotiations are finalized in the 24<sup>th</sup> Conference of Parties in order to ensure that the book of rules is completed before 2020, when the Agreement will start to be implemented. Upon the fact that the Agreement has come into force before the launch of book of rules within shortest period, the first Paris Agreement Meeting of Parties (CMA) which met in Marrakesh in 2016, discussed the rules and was postponed to adopted the decisions. The negotiations for implementation rules, which were launched in Marrakesh in 2016, has been continuing under APA, Subsidiary Body for Implementation (SBI) and Subsidiary Body for Scientific and Technological Advice (SBSTs) within the framework of Paris Agreement Work Programme. The negotiations have been carried out under the scope of side organs, not under the Meeting of Parties of the Agreement which is currently in force in order to ensure that countries that are the parties of the Convention but not of Paris Agreement participate in the process of forming the book of rules.

Although the implementation rules cover the whole Agreement, the negotiations are being carried out under the titles of mitigation within the framework of Paris Agreement Work Programme; voluntary collaboration mechanisms involving market and non-market tools (Article 6); adaptation; financing, technology and capacity development; transparency framework; implementation and compliance; Global Stocktake. However, the negotiations have been progressing very slowly due to conflict of opinions among the developed and



developing countries in particular on such issues as content of national contributions, common timeframes, content and timing of climate finance communications, monitoring and reporting processes, and the processing of conformity mechanism. The leading of the problems in the negotiations is the conflict of opinions in reflecting the principle of differentiation, which was reshaped with Paris Agreement, to the implementation rules. Recourse of the parties to their established attitudes which they have softened in order to reach to an agreement in Paris, made the negotiations on book of rules as complex as the process of Agreement negotiation itself. The processing of the new regime, which is established on the approach of promise and review, in an efficient way as expected, and the ability of claims leveraging mechanism to serve to bringing national contributions in compliance with long term objectives of the Agreement depend on the nature of the implementation rules.

In this context, it is highly important to reach to a conclusion that will support the enhanced structure desired with the agreement on such negotiation titles as the information which will increase the understandability and comparability of national contributions, enhanced transparency framework which will ensure complete reporting of implementation and monitoring the progress, and how inputs, processing and outputs of the Global Stocktake will be evaluated. As it could be recalled, Kyoto Protocol was weakened in order to ensure that some countries such as Russia become parties during the negotiations on the book of rules that lasted for long, and it was named as "light Kyoto" (Kyoto-lit). The withdrawal decision of the USA has increased the concerns about the future of negotiations on the enhanced transparency framework rules of which it was the leader, as well as rules related to the process of leveraging of national contributions. In this sense, the "Post-Paris" has become more important than the Paris Conference itself (Victor, 2016).

## 2.2. Enhancing Pre-2020 Climate Action

---

Whereas Paris Agreement and national contributions will be implemented after 2020, increasing the commitment of climate measures before 2020 is highly important in terms of enabling the Agreement to reach its objectives and targets and reinforcing the trust in the international collaboration between the parties. In fact, Durban and Doha decisions which determine the framework of the Agreement negotiations have foreseen two processes, one towards the new agreement after 2020 and one towards increasing commitment before 2020. However, the negotiations have mainly focused on Paris Agreement preparations in the following period due to the tendency of developed country parties in this direction. Although the developing countries highlight at certain intervals, the issue of pre-2020 commitment could not reach the same weight as the agreement negotiations. Although Paris 1/CP.21 decision made regulations in relation to pre-2020 period in addition to the Agreement in line with Durban and Doha decisions, this part of the decision has fallen back. This imbalance was overcome with the insistence of the developing countries in the 23<sup>rd</sup> Conference of Parties which met in Bonn in 2017 and a detailed study schedule was prepared for pre-2020. At the focus of the pre-2020 action is the mitigation and climate financing targets. Mitigation actions are being carried out through two channels within the framework of mitigation objectives announced in Copenhagen - Cancun Conferences with the 2nd Commitment Period of Kyoto Protocol. The Climate Financing foresees to reach long term climate financing target of 100 billion USD by 2020.





TALANOQA  
SPACE  
UNITING  
FOR CLIMATE ACTION



With the 23<sup>rd</sup> Conference of Parties decision titled Fiji Momentum for Implementation, regulations were made in relation to mitigation and financing actions for strengthening the implementation and commitment before 2020. With the decision, the Secretariat and COP chairmanship was assigned with the task of sending call to the parties towards ratifying Doha Amendment in order to let the 2nd Commitment Period of Kyoto Protocol enter into force, and the parties were requested to present progress report on the pre-2020 actions pursuant to Paris decision by May 2018. Besides, it was decided to take the pre-2020 action within the scope of 2018 Facilitating Dialogue (Talanoa Dialogue) and to organize a review session in relation to pre-2020 action in 2019. Thus the importance of pre-2020 action was emphasized and its visibility was increased.

### 2.3. IPCC Global Warming of 1.5°C Report

---

It could be said that Paris Agreement gets its normative power that directs global climate action from the 1.5°C target, although it was expressed as a desired objective. From legal perspective, the target of demonstrating efforts to keep the temperature increase at 1.5°C, which was formulated weaker compared to 2°C target, is the most important provisions of Paris Agreement in which the notion of climate justice finds its concrete expression (Rajamani & Werksman, 2018). The target which was included in the long term objectives of the Agreement with the efforts of the developing countries, including the most fragile small island states and the least developed countries, has granted a climate justice oriented framework to the global climate policy. Although its impact on the provisions of the Agreement related to implementation remained limited due to its legal formulation, the 1.5°C target has been institutionalized within the regime with the

decision No. 1/CP.21 where IPCC was invited to prepare a special report on this issue. The “1.5 Degrees Special Report” of IPCC reviews the progress in the common efforts of the parties towards the objective of the Agreement, contributes information to new national contributions and constitute one of the inputs of 2018 Facilitating Dialogue.

The Special Report of IPCC, which reviews the greenhouse gas emission pathways connected with the effects of 1.5°C global heating, was announced in October 2018. The report which handles the 1.5°C target within the framework of sustainable development and fighting against poverty of the Agreement, evaluates the mitigation pathways in compliance with 1.5°C target, impacts of 1.5°C heating on human and natural systems and the options of implementation and enhancement of global measures against climate change threats.<sup>23</sup> The 1.5°C target of the Agreement which constitutes the basis for IPCC 6th Review Report together with the 2°C target, has acquired a directive position that has the effect of increasing commitment at the international policy.

### 2.4. Multi-Stakeholder Process in Global Climate Action: Talanoa Dialogue

---

Paris agreement, which aims at maintaining the struggle against climate change by enhancing the implementation of the Convention, has established a gradual progress system wherein the common action and single national contributions of the parties are leverages so as to make in compliance with emission mitigation rates required by long term temperature increase objective over time. This progress will be directed by the outputs of Global Stocktake which will be realized at intervals of five years. Parties which have confessed the insufficiency of their mitigation

<sup>23</sup> For the planned content of the report, see:  
[http://ipcc.ch/meetings/session44/l2\\_adopted\\_outline\\_sr15.pdf](http://ipcc.ch/meetings/session44/l2_adopted_outline_sr15.pdf)

promises in their national contributions in the face of the emission mitigation rates required for reaching the 1.5 and 2°C targets of the Agreement, agreed with the decision No. 1/CP.21 on performing a similar review in order to renew the national contributions before 2020 when the Agreement will be started to be implemented.

It was considered that this review, which is planned to be realized under the name of Facilitating Dialogue between the parties in 2018, would guide the parties to prepare their national contributions and review the common efforts in line with the long term objective of the Agreement defined under Article 4. Different from the review which was established with the Agreement, the Dialogue which bears the objective of facilitation was foreseen as a platform wherein the parties will have the opportunity to share ideas and experiences towards strengthening climate policy and enhancing the claim of common action. The fact that the dialogue is regulated under the title of “national contributions” demonstrates that it has the objective of encouraging new national contributions updated with higher targets in 2020.

The structure and the processing of the dialogue was shaped in the 23<sup>rd</sup> Conference of Parties which met under the chairmanship of Fiji in 2017, and its name was changed as Talanoa Dialogue in line with the recommendation of Fiji. Talanoa, which is a traditional word used in Fiji and other Pacific islands, expresses the process of making decisions towards a common purpose within a transparent, comprehensive, inclusive and participatory dialogue framework. Talanoa Dialogue where the ideas, skills and experiences are shared with story telling method, is a traditional decision making method in which the participants enhance their knowledge by establishing trust within empathy and mutual understanding framework. In this sense, designing the 2018 facilitating review by

naming it as Talanoa Dialogue and constructing its structure accordingly, has mostly transformed the foreseen objective, participant composition and functioning. The process which was foreseen as a dialogue between the parties was extended so as to cover the parties outside the partners of the global climate struggle in accordance with the multi-central climate action understanding recognized by various provisions of Paris Agreement. The decision No. 1/CP 23 invited other stakeholders and specialist institutions in addition to the parties to contribute in the Talanoa Dialogue.

Within the framework of the Decision, the Dialogue will be executed in order to reflect the political commitment created by Paris Agreement, so as to strengthen the claim of climate action. The process, which is structures as a dialogue platform, will be carried out in two stages, namely the “preparation” and “political stage” around the questions of “where are we” “where do we want to reach?” and “how can we reach there?”. The dialogue which was launched in January 2018 and preparation stage of which is ongoing, will be completed with the political stage to be realized in December 2018 in the 24<sup>th</sup> Conference of Parties. The first session of the preparation stage of the Dialogue has taken place during the session of ancillary bodies in May 2018.<sup>24</sup>

The Dialogue where the best examples, innovations, encouraging successes and recommendations towards increasing the claim related to all elements of climate change action in its designed and implemented manner are shared, presents an opportunity of interaction between the parties and between the parties and other shareholders which would not be possible under official negotiation conditions, and is very functional in terms of enhancing the will of

<sup>24</sup> For a summary review of May session of Talanoa Dialogue, see. Talanoa Dialogue for Climate Ambition, Summary of the Talanoa Dialogue at the May Sessions

[https://img1.wsimg.com/blobby/go/9fc76f74-a749-4eec-9a06-5907e013dbc9/downloads/1cgc07t0q\\_77988.pdf](https://img1.wsimg.com/blobby/go/9fc76f74-a749-4eec-9a06-5907e013dbc9/downloads/1cgc07t0q_77988.pdf).



collaboration in line with the objectives of the Agreement. However, it is uncertain to what extent this constructive dialogue where climate action members, civil society organizations, private sector and finance organizations, academic institutions and international organizations and other stakeholders share their opinions, experiences and recommendations, will contribute in the ability of the parties to support their national contributions before 2020 with stronger targets.

It could be said that the most important contribution of the Talanoa Dialogue process within the context of enhancing the collective action towards the long term objective of the Agreement could be that the stakeholders other than the parties were included in the official process under the scope of UNFCCC and created their own dialogue platforms, thus ensuring the sustainability of the acceleration of political commitment created by Paris Agreement. COP decisions that launched the Dialogue invited the parties and other stakeholders to support the organization of local, national, regional and global dialogue activities. Based on this call, various Talanoa dialogues are being carried out at local, national, regional and international level overall the world in the year 2018. Talanoa Dialogue process was adopted in the strongest sense by the local administrations roles of which in the climate change struggle were recognized by Paris Agreement with the expression “all levels of administration”.

In addition to international local administration unions, various city administrations in the developed and developing countries have

launched their own Talanoa dialogues. For example ICLEI (International Council for Local Environmental Initiatives/ Local Governments for Sustainability) has been organizing Talanoa Dialogue activities at the level of local administrations in around 40 countries during 2018.<sup>25</sup> Platforms such as Global Covenant of Mayors and United Cities and Local Governments (UCLG) carry out their own processes under the scope of Talanoa dialogue in addition to supports they provide to other activities. In many countries, the local administrations convene dialogue meetings on single basis or in collaboration with other local administrations. It could be seen that the business world adopted the Talanoa Dialogue that creates the ability to have an effect on climate policy.<sup>26</sup> For example, the International Chamber of Commerce (ICC), which is one of the first movers, started its activities under a workshop which could be named as the Talanoa Dialogue of the business world in February 2018, and it has been continuing the same during the session of side organs in May 2018.<sup>27</sup> Other business world, professional and civil society organizations also participate in the Dialogue at various levels. The interest of stakeholders other than the government in Talanoa Dialogue could also be understood from the inputs presented before the side organs meeting in May 2018. A high majority of the communications sent within the scope of the dialogue came from civil society, academic institutions and local administrations.<sup>28</sup>

Some countries which are the parties of the Agreement, organize Talanoa Dialogues at national level. South Africa, which has shapes its contribution in Talanoa Dialogue with a dialogue

<sup>25</sup> For dialogues which are carried out under the facilitation of ICLEI and where local administrations invited central administrations to discussions to further advance the multilateral climate action, see <http://www.cities-and-regions.org/talanoa-partners>

<sup>26</sup> For the evaluation of World Sustainable Development Business Council, see.

<https://www.wbcsd.org/Overview/News-Insights/Insider-perspective/The-Bonn-Climate-Intersessional>.

<sup>27</sup> For the Talanoa Dialogue information guide and workshop of International Chamber of Commerce, which is the contact point of

BMIDCS business world, see <https://iccwbo.org/publication/icc-primer-talanoa-dialogue/> ; <https://iccwbo.org/media-wall/news-speeches/3-takeaways-iccs-workshop-talanoa-dialogue>

<sup>28</sup>For a general evaluation of the communications sent before 2 April 2018, see: Talanoa Dialogue for Climate Ambition, 2018, Overview of Inputs to the Talanoa Dialogue, [https://img1.wsimg.com/blobby/go/9fc76f74-a749-4eec-9a06-5907e013dbc9/downloads/1chvcu8fl\\_151909.pdf](https://img1.wsimg.com/blobby/go/9fc76f74-a749-4eec-9a06-5907e013dbc9/downloads/1chvcu8fl_151909.pdf).

meeting realized at national level, is among these countries.<sup>29</sup> The European Union has realized its own Talanoa process with a conference with the participation of member countries, EU institutions, civil society and the business world organized in June 2018 by the Commission.<sup>30</sup> Talanoa activities are being organized at regional level in accordance with the call in COP decision.<sup>31</sup>

Talanoa Dialogue has brought a new dynamism to global climate policy with such functions as maintaining the political commitment towards the implementation of Paris Agreement at international level; enhance the national contributions at the level of party states with the contribution of relevant sections and implement these effectively, and open the channel for participating in the preparation of national and international climate policy. The dialogue as it is designed will contribute in transforming the global climate policy into a more transparent and contributory structure.

### **3. GLOBAL CLIMATE REGIME COMPLEX: CLIMATE ACTION PROCESSES OUTSIDE UNFCCC AND PARIS AGREEMENT**

---

Although the diplomatic efforts at international level have directed towards managing the cooperation against global climate change within a binding international agreement and regime since 1990s, the connection of climate change with other global problems such as environment, energy, economy, international trade, health migration and safety has lead the handling of the issue in connection with other regional, international, bilateral and multi-lateral collaboration planforms in addition to official

climate regime. Besides, the issue linkages enhanced the interaction between climate change and other international environment regimes. Tighter and official ties have been established between climate change regime, which has issue linkages with almost all environmental regimes, and ozone, biologic, diversity and struggling against deforestation. In addition to this, the international maritime and air transportation sectors, which are not regulated with climate agreements though they have a significant share in the global emissions, have their own regulations in interaction with policies created within the scope of official climate regime. The concern that a new binding international agreement could not be reached within the regime since the midst of 2000s boosted the search for new and more efficient cooperation platforms outside the regime. Today the climate change is included in the work area of almost all international organizations and platforms, and various collaboration platforms have been constructed by the business world and civil society organizations amount themselves or together in various issues connected with climate change.

<sup>29</sup> For South Africa national Talanoa Dialogue process, see: <https://www.environment.gov.za/events/international/southafricantalanoa/dialogue>

<sup>30</sup> [https://ec.europa.eu/clima/events/eu-talanoa\\_en](https://ec.europa.eu/clima/events/eu-talanoa_en).

<sup>31</sup> For information on Africa regional Talanoa Dialogue which was organized in April 2018 as one of the regional initiatives, see: <http://sdg.iisd.org/news/first-ever-africa-climate-week-provides-regional-input-to-talanoa-dialogue/>.



G20



The climate regime, which is renewed with Paris Agreement and COP21 decision, have recognized and encouraged such collaborations outside the regime which have increased in number and become diversified following the Copenhagen Conference. Paris COP21 decision has emphasized the regional and international collaboration in order to mobilize more powerful and challenging climate action which will be carried out by all parties and civil society, private sector, financial organizations, cities, other sub-national administrations, local communities and local people and all other stakeholders, as well as such type of collaborations (1/CP.21). Since the transformation towards increasing resistance against the impacts of climate change which increase in size and magnitude and towards decarbonization that will ensure reaching the long-term objective of Paris Agreement requires the participation of all actors at all levels from local to global to the joint efforts. This section deals with certain initiatives which are outside the Convention and Paris Agreement but which progress towards supporting the official climate regime and thus could be considered within the context of global climate regime complex.

### 3.1. G20 as the Climate Club

---

G20 has become one of the most important platforms of climate policy in the last decade. G20 countries, which cover almost 80% of the global greenhouse gas emissions with global gross product, represent an important potential in leveraging the commitment of action towards climate change due to their capacities to provide climate financing and also their capacities to mitigate greenhouse gases and take adaptation measures. G20, which has undertaken the role of harmonization of policies in relation to economic problems, has adopted a significant function in the shaping of climate policies since 2009. G20, which

characterized 2008 financial crisis and the climate change as twin crises, adopted the policy of directing public investments to green and clean technologies as a way of exiting the crisis and has recorded an important progress in this direction. The termination of unproductive fossil fuel subventions, which is the most assertive climate change policy of G20, has not found sufficient echo by the member countries (Asmelash, 2017). G20, which has turned into a climate change negotiation platform which is conditional to UNFCCC, has played a catalyzer role in the preparatory negotiations for Paris Agreement and the continued its support towards implementation after the adoption of the Agreement. G20 Hamburg Climate and Energy Action Plan for Growth, which was adopted in 2017 Summit, has demonstrated the commitment towards the implementation of Paris Agreement and UN Sustainable Development Goals (G20, 2017a).

It was emphasized in the conclusion decision of G20, which was adopted by 19 countries other than the USA due to the objection of the US President Donald Trump, that the Paris Agreement was “irreversible” and the commitment of the Group on the issue of climate change was confirmed (G20, 2017b). G20 Leaders Summit, which convened in the presidency of Argentina in 2018, aims at advancing the UN Sustainable Development Goals agenda which involves the struggle against climate change and its impacts that was launched in 2016. On the other hand, the G20 Climate Sustainability Working Group was constructed as the first time in under G20 during the Argentina presidency. The Working Group has handled the issues of making the long term low emission development strategies, which were regulated under the Paris Agreement, suitable for the implementation of national contributions in the climate financing flows as well as infrastructure and employment within the scope of adaptation



climate change.<sup>32</sup> Thus, the G20 agenda has been conditionalized with the implementation process of Paris Agreement. The evaluation of G20 as an alternative climate collaboration platform is backed with the potential of putting into life and supporting the structures and mechanisms, which were established with Paris Agreement, outside the regime as well. In this connection, it is discussed that the market mechanisms or other carbon pricing mechanisms foreseen under Paris Agreement, could be started to be implemented between G20 countries which have important share in emissions but with a narrower scope in relation to UNFCCC. G20 could have a significant role in functionalizing the transparency framework of the Agreement in particular. It recommended that the implementation, which relies on mutual monitoring by G20 countries of their reforms to finalize their fossil fuel subventions, which is a type of peer review, shall be expanded to new areas such as monitoring the implementation of Paris Agreement national contributions (Viktor et al., 2017)

### **3.2. Kigali Amendment to the Montreal Protocol: Synergy of Ozone and Climate Regimes**

---

The most important international climate change measure after Paris Agreement towards 2020 has been handled within the framework of Montreal Protocol, which is known as the ozone regime. The parties of Montreal Protocol on Substances that Deplete the Ozone Layer have adopted the Kigali Amendment to the Protocol in October 2016, which regulates the termination of the production and consumption of hydrofluorocarbon (HFC),

which cause climate change, within a schedule. HFCs, which are used as an alternative to materials making the ozone layer thin, are very strong greenhouse gases. Since HFCs, which are the greenhouse gases, are not the substances that make the ozone layer thin, they were not taken under control by the Montreal Protocol, and on the contrary their use has become wider. UNFCCC has excluded the greenhouse gases, which are organized under the scope of Montreal Protocol from the scope, and Kyoto Protocol has included in its list the list of greenhouse gases which are not controlled by Montreal Protocol and which could mitigate the emission of F gases. With the Kigali Amendment that was adopted in 2016, HFCs were taken under the scope of Montreal Protocol and these gases, which have short life but which have high impact on global warming, were mitigated; therefore a significant step was taken towards the struggle against climate change. The HFC emissions have been rapidly increasing overall the world, but in particular in the developing economies, in connection with the increase in the use of climatization and cooling systems. Kigali Amendment will have a great contribution towards remaining within the 1.5°C target of Paris Agreement. According to various estimations, termination of the production and consumption of HFC within the schedule foreseen, will ensure preventing the temperature increase of 0.5°C by the end of the century.<sup>33</sup>

### **3.3. Emissions from International Aviation and Maritime Transport**

---

Like Kyoto Protocol, Paris Agreement has also excluded the emissions that arise from international air and maritime transportation.

---

<sup>32</sup> For the issues of agenda in 2018 G20 Summit, see <https://g20.org/en/g20-argentina/work-streams/climate-sustainability>.

<sup>33</sup> For Kigali Amendment of Montreal Protocol, see: <https://www.unenvironment.org/news-and-stories/story/kigali-amendment-montreal-protocol-another-global-commitment-stop-climate>.

Aviation sector and maritime sector have significant shares in the global emissions. There are very high increases of around 3-5% annually in the emissions arising from both sectors in connection with the increase in international trade and the global movement of people. Greenhouse gas emissions that are caused by ship and airplane fuels were not included in the scope of international climate agreements due to the involuntary status of sector organizations and the determining countries, and the regulation was left to the sector itself. The dynamic of Paris Agreement to ensure adaptation created in all sectors at the global level shod itself also in the aviation and maritime sector, and directed the members of International Civil Aviation Organization (ICAO) and International Maritime Organization (IMO) to take measures conditional to the Agreement.

The actions that are being carried out under ICAO in the direction of mitigating CO<sub>2</sub> emissions arising from the aviation sector that constitute 2% of the global emissions, ended up the adoption of a measure based on carbon offset in 2016 following Paris Agreement.<sup>34</sup>

With the Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA) which was adopted within the framework of Global Market-Based Measure (GMBM) approach, a carbon-neutral growth is aimed in the sector since 2020. CORSIA system, which will be commissioned at trial stage between 2021-2023, will become obligatory after 2027 following the initial period of implementation between 2024- 2026 when the participation will be voluntary (UNFCCC, 2018a). CORSIA system which brings the responsibility of monitoring and reporting the international aviation emissions for the participating countries, requires that if the emissions in 2020 are exceeded, the

exceeding amount shall be equalized. The number of countries which have notified to participate in the system voluntarily as of 2018 (including Turkey) reached 73.

After ICAO, IMO also adopted the strategy of limiting greenhouse gas emissions in 2018. According to the agreement, IMO member countries will reduce their emissions arising from maritime transportation to 50% of 2008 by 2050. In addition to this general objective, IMO strategy also involves measures such as reducing the carbon intensity and increasing energy efficiency. Negotiations on the rules related to putting the non-final agreement into life are still ongoing. Taking under control the sector emissions, which currently constitute around 2-3% of the global commissions and are expected to demonstrate an increase between 50% and 250% by 2050 in connection with the economic growth, is highly important in terms of the long term objective of Paris Agreement. Although the objectives of IMO strategy remain far below the mitigation potential in the sector, innovations such as shifting to sea vehicles operated by electricity will provide contribution in the decarbonization of maritime transportation.

Besides, the emission regulations adopted by ICAO and IMO, postponed for now the recommendations towards collecting the income, which will be obtained by imposing carbon tax on emissions that arise from these sectors, in a global climate fund that will be used for adaptation and resilience measures of the most fragile countries and societies.

---

<sup>34</sup> For ICAO decision see:  
[https://www.icao.int/environmental-protection/CORSIA/Documents/Resolution\\_A39\\_3.pdf](https://www.icao.int/environmental-protection/CORSIA/Documents/Resolution_A39_3.pdf)





### 3.4. Global Pact for the Environment

---

Although not directly related to climate change, the efforts towards preparing a Global Pact for the Environment should also be mentioned among the developments at international level. The search in the direction of filling out the gaps in international environment law, integration of the fragmented structure that is shaped around various sectoral agreements, and bringing the principles of international law under a binding international agreement and regulating the environment right under a single Agreement, brought to the agenda the recommendation of a global environment agreement with the optimistic atmosphere created by the adoption of Paris Agreement in 2015. A draft text, which was prepared with the participation of numerous lawmen from various countries and titled “A Global Pact for the Environment”, was announced with a meeting in 2017 which hosted the UN Secretary General and French President. The draft text of the Pact was presented afterwards to the world leaders in a side event which was organized during September 2017 session of UN General Council by the French President. UN General Council adopted a decision titled “Towards a Global Pact for Environment” as a result of the voting held on 10 May 2018, and launched the process wherein an evaluation would be made towards preparing a global environment agreement.<sup>35</sup> With the decision, an open-ended ad hoc working group was established with the mandate of evaluating the options towards handling the gaps in legal instruments related to environment and the international environment law, and if an international agreement is deemed to be necessary, providing recommendations on the scope, parameters and adoptability of such an agreement. The report, which was requested by UN General Council and determined and

evaluated the gap between international environment law and the legal instruments related to environment, was presented by UN Secretary General by the end of 2018. The Working Group will hold its first meeting to discuss the report in question in line with the decision taken in January 2019 in Nairobi.

## 4. TOWARDS GLOBAL PARTNERSHIPS FOR CLIMATE ACTION

---

Reaching the objectives of Paris Agreement requires multilateral objectives at all level outside the regime as well as within the framework of the regime. As it was indicated before, the party states have affirmed and encouraged this requirements with Paris Agreement and decision. Searches and platforms of collaboration in various forms that appeared based on the International Cooperative Initiatives included in the outputs of Bali Action Plan, have accelerated towards Paris COP21 Conference and become diversified in number and type with the adoption of the Agreement. Such type of collaboration initiatives which were launched in relation to various dimensions of climate change problem, could also be established at issues that are directly regulated by the Agreement. Some of these collaborations, which have the potential of supporting global struggle against climate change and strengthen local, national or international efforts in line with the objectives of Paris Agreement, have the aim of directly facilitating the implementation of the Agreement. The topics of cooperation include supporting the energy efficiency with renewable energy sources such as solar and wind within the context of mitigation, developing technology, mitigation and adaptation R&D investments,

---

<sup>35</sup> A/RES/72/277 Decision adopted by the General Assembly on 10 May 2018: Towards a Global Pact for the Environment.



adaptation and resilience measures in various sectors, climate financing, capacity building, participation as well as various element of climate action, and the side benefits of climate action such protecting air quality and health.

In addition to those which are operating in the area as implementers, such collaborations which also have the objective of being a platform for sharing experiencing and consulting, generally have a hybrid character for the countries. Although the states, sub-national administration units, private sector and civil society organizations have cooperation initiatives among themselves, the number of platforms that bring together some or all of these actors is increasing. Paris Agreement has been a significant catalyzer for such type of voluntary initiatives that are created under various names such as alliance, coalition, partnership, platform, with more rapid and higher greenhouse gas mitigation on one hand, and the acceleration it has created on the other. In this sense, it is possible to say that the global climate policy after Paris has been the period of some sort of coalitions or alliances. Lima-Paris Action Agenda (LPAA) which was launched in 2014 Lima Conference<sup>36</sup> and the Non-State Actor Zone for Climate Action (NAZCA) that was created afterwards<sup>37</sup> serve to increase the visibility of various joint initiatives carried out by state and non-state stakeholders within the regime. Below are some examples on such partnerships that were established for different purposes in various sectors and number of which increased gradually.

International Solar Alliance: The International Solar Alliance (ISA) was established by Indira together

with France during 2015 Paris Conference in accordance with the objective of benefiting from the solar energy, which has a significant place in its Paris Agreement national contribution<sup>38</sup> was officially established in 2017. The Alliance which was established on the aim of bringing together the countries which are rich in terms of solar energy potential, aims at supporting the development, transfer and usage of solar energy technologies. The initiative which is one of the indicators of the efforts of India to become a determining actor in the international climate policy, has received a significant interest and support. ISA Framework Agreement, which was opened for signature during COP22 in 2016, has been ratified by 40 countries as of August 2018 and signed by 65 countries.<sup>39</sup>

Mission Innovation: The Mission Innovation initiative which was announced during Paris COP21, aims at increasing R&D investments in this field in order to support innovation in clean energy technologies. 23 countries which are the members of the initiative and the EU have undertaken to double their clean energy R&D investments within five years. The initiative will also encourage transforming clean energy investments of the private sector.<sup>40</sup> Mission Innovation Initiative, where the developed countries such as USA, EU countries, which constitute around 80% of global clean energy R&D budget, and the developing countries such as China, India, Brazil, Saudi Arabia, aims at reaching its annual investments in this area to 30 billion USD in 2021. The Initiative works together with private sector organizations overall the world.

<sup>36</sup> For an evaluation about Lima-Paris Action Agenda and the results of initiatives under the Agenda

See. <http://climateaction.unfccc.int/about-lpaa>;  
<https://unfccc.int/media/509508/lpaa-primer.pdf>;  
<http://www.climategroundswell.org/blog-test/lpaa/report>

<sup>37</sup> For information on NAZCA and the participating initiatives, see. <http://climateaction.unfccc.int/about>.

<sup>38</sup> For the Alliance Declaration, see.

<http://isolaralliance.org/docs/ISA%20Folder/Paris%20Occasion.pdf>.

<sup>39</sup> For list of countries which participate in International Solar Alliance, see:

<http://isolaralliance.org/MemberCont.aspx>

<sup>40</sup> For the incorporation remarks and activities of the Mission, see: <http://mission-innovation.net/joint-statement/>; <http://mission-innovation.net/about>.

Clean Energy Ministerial Meeting: Clean Energy Ministerial Meeting Initiative, which was created under the Leading Economies Forum, which was established in 2009 under the leadership of the USA, aims at increasing clean energy supply, expand access to clean energy and support energy efficiency overall the world. The Initiative brings together the ministers and officials in charge of energy of 25 countries and EU, which have around 75% of the greenhouse gas emissions overall the world and 90% of clean energy investments. It also involves private sector and civil society collaborations.<sup>41</sup>

Powering Past Coal Alliance: Whereas increasing the use of renewable energy sources such as solar is very important in terms of struggling against climate change, the most important problem before the global climate policy is the dependence of global economic system on fossil fuels, which is the main source of climate change. Scientific researches demonstrate that remaining within the targets of Paris Agreement depends on leaving the 2/3 of the known fossil fuel reserves in the world under the ground. Greenhouse gas mitigation pathways which are required for limiting the temperature increase below 1.5 or 2°C require first of all withdrawing the use of coal, which has the highest greenhouse gas emission, as a source of energy. Whereas international agreements foresee the mitigation of emissions, they do not bring regulations directly related to fossil fuels. Paris Agreement leaves the implementation to the part states, despite its targets of decarbonization or low emission targets.

In this regard, the initiatives of the states and relevant parties in the way of mitigating or limiting

the use of fossil fuels are highly important. The Powering Past Coal Alliance, which was announced with the initiative of the United Kingdom and Canada during the 23<sup>rd</sup> Conference of Parties in 2017, contributed in carrying the decarbonization target attributed to Paris Agreement to top orders in the international policy agenda (Berke, 2017). Powering Past Coal Alliance, which include as its members the states, provinces, local administrations, business world and civil society organizations, have undertaken not to totally get away from coal, but to end the old power plants, impose moratorium for producing energy from coal with traditional methods without Carbon Capture and Storage (CCS), not to provide financing to power plants which do not use CCS technology, and the business world and other partners have undertaken not to use the energy produced from coal in their operations.<sup>42</sup> Among the members of the alliance, number of which reached to 60 as of April 2018, are Canada and England, France, Italy, New Zealand, Mexico, states such as California, New York, Quebec, Alberta, Ontario and companies such as EDF.<sup>43</sup>

Being different from the Kyoto Protocol, Paris Agreement which required both developed and developing countries to undertake mitigation and adaptation measures with national contributions which they determine; established a transparency framework that all parties are required to comply with in addition to providing flexibilities to the developing countries according to their capacities; and created long term low carbon development strategies and new processes such as adaptation plans and communications in addition to these, has also mobilized the collaborations among developing countries for the functionalization of

<sup>41</sup> For Clean Energy Ministerial Meeting, see. <http://www.cleanenergyministerial.org>.

<sup>42</sup> For the purposes and commitments of the alliance [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/660041/powering-past-coal-alliance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/660041/powering-past-coal-alliance.pdf).

<sup>43</sup> For the participants of the alliance, see. <https://www.canada.ca/en/services/environment/weather/climatechange/canada-international-action/coal-phase-out/alliance-declaration.html>.

these innovations and preparation of national contributions as well as creating capacity related to reporting and planning. Among such type of partnerships which are formed around various components of the Agreement could include The 2050 Pathways Platform, NDC Partnership (NDCP), Capacity-building Initiative for Transparency (CBIT). 2050 Pathways Platform, which was announced by the Climate Champions assigned by the president of COP during COP22 in 2016 aims at providing support to the countries which will develop decarbonization strategies so as to be conditional to the requirement of preparation of long term low emission development strategies, which are requested to be presented by 2020 as per Paris Agreement. There are 27 countries, 15 cities, 17 states or regional administrations and 196 companies among the members of the Platform which is indicated to provide finance, information and experience contribution to the preparation of 2050 strategies on the axis of long term, new zero greenhouse gas emission, climate resistance sustainable development pathways.<sup>44</sup>

The National Contribution Partnership, which was launched also during COP22, is defined as the coalition of countries and international organizations that work for enhancing the sustainable development and increasing the claim towards climate targets. Therefore, there are 71 countries and 15 international organizations as of April 2018 among the members of the Partnership which aim at implementing the national contributions and UN Sustainable Development Goals (SDGs) in a challenging manner. The

Partnership which is cochaired by Germany and Morocco, works together with leading international finance and technical support organizations, facilitating its members to reach the funds in addition to providing direct support to them. The member countries prepare common action plans in order to increase the claim and implement the actions and targets of national contributions with the participation of national stakeholders.<sup>45</sup>

In addition to those which are analyzed briefly above, numerous global and regional initiatives have been launched at various levels on such issues as mitigation of greenhouse gas emissions, renewable energies, energy efficiency, wastes, buildings, transportation, forestry, agriculture, oceans, various ecosystems, risk management connected with climate change, insurance within the scope of climate change action before and after Paris Agreement.<sup>46</sup> Among these are the Climate and Clean Air Coalition, which was established in 2012 with the partnership of developed and developing countries and international organizations with the purpose of preventing short life greenhouse gases and the air pollutant emissions that threaten human health<sup>47</sup>; as well as Under 2 Memorandum of Understanding which was launched by regional and state administrations during Paris Conference and aims at reducing the greenhouse gas emissions per person to 2 tones by 2050, or to 80-95% of 1990.<sup>48</sup> Also to UN Global Compact Initiative could be mentioned which were launched in 2014 in order to motivate and give visibility to local

<sup>44</sup> For the participants of the platform, see. <https://www.2050pathways.org/members/>.

<sup>45</sup> For National Contribution Partnership and activities, see. <https://ndcpartnership.org/>

<sup>46</sup> These cooperation initiatives and activities which are gradually growing in number are being recorded at various platforms for monitoring and information sharing purposes. For more information on international climate cooperation initiatives which are created by non-governmental actors such as cities, local administration and business world and some of which are supported by the government,

one can look at Climate Initiatives Platform (CIP). <http://climateinitiativesplatform.org/index.php/Welcome>.

<sup>47</sup> For the coalition in which 60 countries, 17 international organizations and 50 civil society organizations participate, as well as its activities, see:

<http://ccacoalition.org/en>.

<sup>48</sup> The initiative which is an alliance of state, regional and city administrations has been adopted and signed by numerous national governments. See <https://www.under2coalition.org/under2-mou>

administration and private sector actions during UN General Council. The Compact of Mayors (2014) and the Covenant of Mayors of the European Union (2008) were combined under the name of Global Covenant of Mayors for Climate and Energy in 2016, extending its geographical scope and area of impact.<sup>49</sup>

Such high level and multi-actor cooperative initiatives which are created under such names as alliance, coalition, partnership and platform, have the potential to fulfill significant functions in the global climate change policy. The leading of these functions is its role in mitigating the global emissions. Although there is the problem of separating the emission mitigation provided by these partnerships from the results of the existing policies since most of these operate in the areas which are regulated by the national policies of the parties and reflected to their national contribution objectives and that there is no obligation to confirm the results of mitigation of the actions they have carried out due to their voluntary nature, various calculations carried out at international level demonstrate that these have recognizable additional mitigation potential.

For example, a research which was published in August 2018 and which analyzes the effects of targets announced within the scope of various cooperation networks at global level, estimated that when the targets announced by states, regions, cities and companies are implemented in full, the emissions could be 1.5 to 2.2 Gigaton less by 2030 compared to the current national policies. In the scenario wherein the countries implement all of their national contributions, it will be ensured that the mitigation actions of these actors could ensure keeping global emissions annually 0.2 to 0.7 Gigatons lower in 2030 (Data Driven Yale, NewClimate Institute and PBL, 2018: 35-36). The

same research also selected and evaluated 21 of around 300 International Cooperation Initiatives. According to the estimations made under various assumptions, it could be seen that International Cooperation Initiatives have a higher potential in mitigating the global emissions. In case that these initiatives realize all of the objectives they announced, they will ensure that the global emissions will be reduced below 15 to 23 Gigatons by the existing national emission pathways by 2030. Paris Agreement is in compliance with the pathways required for 2°C target (Data Driven Yale, New Climate Institute and PBL, 2018 40-41). The study has reached a higher mitigation rate finding compared to the estimations demonstrated in 2017 UNEP Emission Gap Report which includes a similar analysis (UNEP, 2017).

Although their direct contributions in emission mitigation continue to be uncertain, the collaborations create a possibility of dialogue between governments and between the governments and other partners towards progressing the climate policy. These collaborations which have such functions as producing information and technology, creating and supplying resources, sharing experiences, also create the channels of policy learning and policy transfer from the point of view of strengthening climate precautions at local, regional and national levels. Since a high majority of the initiatives are hybrid structures where non-governmental actors such as civil society, scientific organizations, local administrations and business world participate, this creates the possibility for these sections to have a voice in directing the global climate policy. Since the struggle against climate change has become a value in the international policy, these types of initiatives could also be seen as the way to increase prestige in the global policy by certain governments.

<sup>49</sup> For the alliance in which more than 9000 cities are members, see <https://www.globalcovenantofmayors.org>.





## 5. OTHER POLICY AND DIALOGUE

### PLATFORMS SUPPORTING GLOBAL CLIMATE ACTION

---

Various dialogue processes are being carried out by UN, party states and various actors in order to keep the commitment and acceleration created by Paris Agreement alive, put the political and social will into practice and also to guarantee the provision of climate financing to be provided to the developing countries in particular. The leading of these is the Global Climate Action Summit (GCAS 2018) which was gathered in San Francisco in September 2018<sup>50</sup>. The summit which took place with the slogan of “Take Ambition to the Next Level” aimed at bringing together the states, local administrations, civil society organizations, investors, companies, citizens and other non-governmental actors, thus both increasing the visibility of the existing practices of these actors and also encouraging their cooperation within the framework of new and more powerful actions and objectives. Before the summit, new commitments were announced at the level of local administrations, including the mega-cities at the first place, such as net zero carbon emission buildings<sup>51</sup>, zero waste<sup>52</sup> towards the climate and its side benefits.

It is expected that the outputs of the Global Climate Action Summit, which is a continuity of the One Planet Summit which took place under the leadership of the French President on the second anniversary of Paris Agreement in 2017, will be among the input to be presented to Talanoa

Dialogue which will be carried out during COP24. Whereas both of the summits were counted in the preparatory process of the Dialogue in the negotiations on Talanoa Dialogue, this was excluded from the decision text in the coming stages.

San Francisco Global Climate Action Summit (2018) has been important in terms of non-governmental actors getting involved in the process at the global level, and it has also created the opportunity for the USA to demonstrate the commitment of the states, local administrations and business world, namely the “other America” as referred by them, who have announced that they are part of the climate change struggle at various platforms they created as a reaction to the decision of the federal administration after Trump administration announced its decision to withdraw from the Agreement. The Summit has become more important as it coincided with a period when the USA weakened the Federal regulations that mitigate energy and transportation emissions which constitute the basis for Paris national contribution, tried to bring regulations that could end up with weakening the authorities of states towards climate action and the local administrators were busy with the election agenda (Arroyo, 2018).

After Trump administration announced that would withdraw from the Agreement in June 2017, the local political leaders and the business world which acted in the USA announced that, in addition to maintaining the current practices, they will support the fulfillment of national contribution target of the federal administration under Paris. These include the U.S. Climate Alliance created by state governors<sup>53</sup>, ‘We Are Still In’ campaign

---

<sup>50</sup> For more information about the summit, see: <http://globalclimateactionsummit.org>.

<sup>51</sup> Bildirge (the Net Zero Carbon Buildings Declaration) See. “19 Global Cities Commit To Make New Buildings ‘Net-Zero Carbon’ By 2030”, <http://globalclimateactionsummit.org/net-zero-carbon-by-2030/>.

<sup>52</sup> For the Declaration signed by C40 member cities (Advancing Towards Zero Waste Declaration) see: “23 Global Cities and Regions

Advance Towards Zero Waste”, [https://www.c40.org/press\\_releases/global-cities-and-regions-advance-towards-zero-waste](https://www.c40.org/press_releases/global-cities-and-regions-advance-towards-zero-waste).

<sup>53</sup> For the Alliance which is known as States United for Climate Action, see. <https://www.usclimatealliance.org/>.

organized by state administrations, local administrations, business world, civil society, universities and other actors,<sup>54</sup> and the America's Pledge campaign which was lead by the former mayor of New York and UN Special Envoy for Climate Action Michael R. Bloomberg and the governor of California<sup>55</sup>. These formations have a political impact to the direction of softening the international concern created by the USA withdrawing from the Agreement and the reflections of this within the regime and a concrete contribution such as closing the gap to be created by the practices of the federal administration not implementing the policy measures that mitigate the emissions. It is estimated that in case all of the measurable commitments of these initiatives which have been digitalized are implemented as a whole, this will bring about an annual mitigation of 670 to 810 million tons in the emissions compared to the existing national policies by 2030 (Data Driven Yale, New Climate Institute, PBL, 2018). Some of the local administrations which participated in the campaigns of remaining loyal to Paris Agreement have also promised to fulfill the climate financing responsibility of the USA (Lenferna, 2018).

Another event that will take place before the launching of Paris Agreement in 2020 is the Climate Summit which the United Nations General Secretary will organize during 74<sup>th</sup> United Nations General Council in September 2019. In the Summit which will be organized at the level of country leaders, it is aimed at leveraging the short term climate policy claims of the states and improving the national contributions, creating long term low emission development strategies including the target of the Paris Agreement to reach net zero emission and most importantly mobilizing new financial support and investments in order to assist the leveraging of the claim. Many country leaders

who declared their support to the Summit recommended to act as leaders in certain issues.<sup>56</sup> Recalling the contribution of the World Leaders Summit, which took place before Paris Conference with the invitation of UN Secretary General in 2014, in reaching the Agreement, it could be expected that 2019 Summit will have a similar political impact before the implementation period.

Although international climate policy has engaged in a new trajectory, of which objectives are determined and which is tied to rules under Paris Agreement, both the implementation and the cycle of enhancing of the actions by Agreement are in need of a leadership at international level. USA, which did not participate in Kyoto Protocol, has played a certain leadership role in reaching the Paris Agreement together with China. The Obama administrations of that period accelerated the enactment of the Agreement by ratifying rapidly with China, and in some sense guaranteed that the country will remain as the party of the Agreement in the period of the new president. Yet, President Trump, who came to office after 2016 elections, declared that he has the intention to withdraw from the Agreement in June 2017 and will cut their financial support to Green Climate Fund, lead to the increasing concern among other parties of the Agreement as well as relevant parties about the future of the regime and searches started to fill in the political role vacated by the USA and the leadership.

One of the important efforts that have arisen within the framework of overcoming the gap of leadership for international cooperation and the negotiations for the Book of Rules of the Agreement, was the Ministerial Meeting on

<sup>54</sup> For the We Are Still In Declaration, campaign participants and the works, see <https://www.wearestillin.com>.

<sup>55</sup> For the America's Pledge campaign which reached to more than 2700 signatories, see <https://www.americaspledgeonclimate.com/>.

<sup>56</sup> <https://www.un.org/sustainabledevelopment/blog/2017/09/world-leaders-in-support-the-un-secretary-general-maps-out-plans-for-accelerating-climate-action-by-2019-climate-summit/>; <https://cop23.com.fj/wp-content/uploads/2018/07/Declaration-for-Ambition.pdf>.



Climate Action (MoCA) created with the initiatives of the UE, China and Canada.<sup>57</sup>

Meetings which bring together the ministers, representatives and climate leaders of leading G20 economies as well as other invitee countries as well as non-official negotiations as a condition of official negotiations, are being carried out. The Ministerial Meeting, which is expected to undertake a function that is similar to the Leading Economies Forum, which was lead by Obama administration, convened twice in 2017 and 2018. Although the fact that China, which is at the top position in global emissions and has an important impact among the developing countries group, is one of the parties that lead this climate diplomacy forum, constitutes a significant guarantee for ensuring that the regime constituted by the Agreement remains on the trajectory, it is early to say that the initiative has acquired an impact that could overcome the lack of leadership.

Another event that is organized before 24<sup>th</sup> Conference of Parties and has the objective of giving a positive message to the negotiations is the activity that is a continuity of the One Planet Summit which was organized on the margins of 73<sup>rd</sup> United Nations General Assembly in September 2018. The objectives of this event were explained as making the accounting of the implementation of 2017 One Planet Summit Commitments, and directing the finance sector towards low-carbon and resilient solutions within the framework of the roadmap of "One Planet Coalition".<sup>58</sup> Most of the commitments announced in 2017 Summit and gathered under 12 titles involve the climate financing component.<sup>59</sup> The event is important for the fulfillment of these

promises and creating new and additional climate financing canals.

---

<sup>57</sup> For the forum, see. [https://ec.europa.eu/clima/news/eu-co-hosts-major-international-climate-meeting-canada-and-china\\_en](https://ec.europa.eu/clima/news/eu-co-hosts-major-international-climate-meeting-canada-and-china_en); <https://www.canada.ca/en/services/environment/weather/climatechange/canada-international-action/ministerial-meeting-climate-action.html>.

<sup>58</sup> For One Planet Summit 2018 event, see. Delivering on 12 Commitments, <https://www.oneplanetsummit.fr/en/>.

<sup>59</sup> For 12 commitments announced in the Summit, see. <https://www.oneplanetsummit.fr/en/the-12-oneplanet-commitments/>.



## REFERENCES

- Aldy, J.E. (2018). *Policy Surveillance Its Role in Monitoring, Reporting, Evaluating and Learning*. [A. Jordan, D. Huitema, H. van Asselt and J. Forster (der.)]. *Governing Climate Change: Polycentricity in Action?*. Cambridge: Cambridge University Press: 210-228.
- Arroyo, V. (2018). The Global Climate Action Summit: Increasing Ambition during Turbulent Times. *Climate Policy*, 18(9): 1087-1093.
- Asmelash, H. B. (2017). Phasing out Fossil Fuel Subsidies in the G20: Progress, Challenges, and Ways Forward. *International Centre for Trade and Sustainable Development (ICTSD)*, [https://www.ictsd.org/sites/default/files/research/phasing\\_out\\_fossil\\_fuel\\_subsidies\\_in\\_the\\_g20-henok\\_birhanu\\_asmelash.pdf](https://www.ictsd.org/sites/default/files/research/phasing_out_fossil_fuel_subsidies_in_the_g20-henok_birhanu_asmelash.pdf) adresinden erişildi.
- Bodansky, D. (2016). The Paris Climate Change Agreement: A New Hope?. *The American Journal of International Law*, 110: 288-319.
- Berke, M. Ö., (Kasım 30, 2017). Kömür Kalesi Dört Bir Taraftan Darbe Alıyor...Kim Yıkacak Bu Kaleyi?. *İklim Postası*, <http://www.iklimpostasi.org/2017/11/20/komur-kalesi-dort-bir-taraftan-darbe-aliyor-kim-yikacak-bu-kaleyi/> adresinden erişildi.
- Craft, B. & Fisher, S. (2018). Measuring the Adaptation Goal in the Global Stocktake of the Paris Agreement. *Climate Policy*, 18(9): 1203-1209.
- Data Driven Yale, NewClimate Institute ve PBL Environmental Review Agency, (2018). *Global Climate Action of Regions, States and Businesses*. [http://www.pbl.nl/sites/default/files/cms/publicaties/pbl-2018-data-driven-yale-newclimate-institute-global-climate-action-from-cities-regions-and-businesses\\_3356.pdf](http://www.pbl.nl/sites/default/files/cms/publicaties/pbl-2018-data-driven-yale-newclimate-institute-global-climate-action-from-cities-regions-and-businesses_3356.pdf)
- de Coninck, H. & Sagar, A. (2017). *Technology Development and Transfer (Article 10)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer, A. Higham (der.)]. *The Paris Agreement on Climate Change: Analysis and Commentary*. Oxford: Oxford University Press: 258-276.
- Falkner, R. (2016). The Paris Agreement and the New Logic of International Climate Politics. *International Affairs*, 92(5): 1107-1125.
- Gastelumendi, J. & Gnittke, I. (2017). *Climate Finance (Article 9)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer, A. Higham (der.)]. *The Paris Agreement on Climate Change: Analysis and Commentary*. Oxford: Oxford University Press: 239-257.
- Gewirtzman, J., Natson, S., Richards, J.A., Hoffmeister, V., Durand, A., Weikmans, R., Huq, S. and Roberts, J. T. (2018). Financing Loss and Damage: Reviewing Options under the Warsaw International Mechanism. *Climate Policy*, 18(8): 1076-1086.
- G20, (2017a). *G20 Hamburg Climate and Energy Action Plan for Growth*, <http://www.g20.utoronto.ca/2017/2017-g20-climate-and-energy-en.pdf> adresinden erişildi.
- G20, (2017b). *G20 Leaders' Declaration*, accessed at: [https://g20.org/profiles/g20/modules/custom/g20\\_beverly/img/timeline/Germany/G20-leaders-declaration.pdf](https://g20.org/profiles/g20/modules/custom/g20_beverly/img/timeline/Germany/G20-leaders-declaration.pdf).
- Howard, A. (2017). *Voluntary Cooperation (Article 6)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer, A. Higham (der.)]. *The Paris Agreement on Climate Change: Analysis and Commentary*. Oxford: Oxford University Press: 178-195.
- Lenferna, G. A., (2018). If You're 'Still In' the Paris Climate Agreement, Then Show Us the Money. *Ethics, Policy & Environment*, 21(1): 52-55.

- Lesnikowski, A., Ford, J., Biesbroek, R., Berrang-Ford, L., Maillet, M., Araos, M. and Austin, S. (2017). What Does the Paris Agreement Mean for Adaptation?. *Climate Policy*, 17(7): 825-831.
- Müller, B. (2018). 'Common Time Frames': What & Why? – A Contribution to the Debate on Article 4.10 of The Paris Agreement. *Oxford Climate Policy*, [https://www.ecbi.org/sites/default/files/Common%20Time%20Frame%20Discussion%20Not%20final\\_0.pdf](https://www.ecbi.org/sites/default/files/Common%20Time%20Frame%20Discussion%20Not%20final_0.pdf).
- Müller, B. & Ngwadla, X. (2016). The Paris Ambition Mechanism: Review and Communication Cycles. *Oxford Climate Policy*, [http://www.eurocapacity.org/downloads/Ambition\\_Mechanism\\_Options\\_Final.pdf](http://www.eurocapacity.org/downloads/Ambition_Mechanism_Options_Final.pdf).
- Ge, M. & Levin, K. (2018). Insider: What's Changing As Countries Turn INDCs into NDCs? 5 Early Insight. *World Resource Institute*, accessed at <https://www.wri.org/blog/2018/04/insider-whats-changing-countries-turn-indcs-ndcs-5-early-insights>.
- Oberthür, S. & Bodle, R. (2016). Legal Form and Nature of the Paris Outcome. *Climate Law*, 6(1-2): 40-57.
- Rajamani, L. (2016a). The 2015 Paris Agreement: Interplay Between Hard, Soft and Non-Obligations. *Journal of Environmental Law*, 28(2): 337-358.
- Rajamani, L. (2016b). Ambition and Differentiation in the 2015 Paris Agreement: Interpretative Possibilities and Underlying Politics. *International and Comparative Law Quarterly*, 65(2): 493-514.
- Rajamani, L. & Brunne, J. (2017). The Legality of Downgrading Nationally Determined Contributions under the Paris Agreement: Lessons from the US Disengagement. *Journal of Environmental Law*, 29(3): 537-551.
- Rajamani, L. & Werksman, J. (2018). The Legal Character and Operational Relevance of the Paris Agreement's Temperature Goal. *Phil. Trans. R. Soc. A*, 376(2119): 1-14.
- Rogelj, J., den Elzen, M., Höhne, N., Fransen, T., Fekete, H., Winkler, H., Schaeffer, R., Sha, F., Riahi, K. ve Meinshausen, M. (2016). Paris Agreement Climate Proposals Need a Boost to Keep Warming Well Below 2°C. *Nature*, 534: 631-639.
- Sharma, A. (2017). Precaution and Post-Caution in the Paris Agreement: Adaptation, Loss and Damage and Finance. *Climate Policy*, 17(1): 33-47.
- Siegele, L. (2017). *Loss and Damage (Article 8)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer and A. Higham (der.)]. The Paris Agreement on Climate Change: Analysis and Commentary. Oxford: Oxford University Press: 224-238.
- Suárez Pérez, I., & Churie Kallhauge, A. (2017). *Adaptation (Article 7)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer and A. Higham (der.)]. The Paris Agreement on Climate Change: Analysis and Commentary. Oxford: Oxford University Press: 196-223.
- Taub, J., Nasir, N., Rahman, M. F. ve Huq, S. (2016). From Paris to Marrakech: Global Politics around Loss and Damage. *India Quarterly*, 72(4): 317-329.
- UNEP, (2016). *The Adaptation Finance Gap Report*. Nairobi: United Nations Environment Programme.
- UNEP, (2017). *The Emissions Gap Report 2017*. Nairobi: United Nations Environment Programme.
- UNEP, (2018). *The Emissions Gap Report 2018*. Nairobi: United Nations Environment Programme.
- UNFCCC, (2019). *Communication of Long-Term Strategies*, accessed at <https://unfccc.int/process/the-paris-agreement/long-term-strategies>.

- UNFCCC, (2016a). *Aggregate Effect of the Intended Nationally Determined Contributions: An Update – Synthesis Report by the Secretariat*. accessed at: [https://www.transparency-partnership.net/sites/default/files/aggregate\\_effect\\_of\\_the\\_intended\\_nationally\\_determined\\_contributions\\_an\\_update.pdf](https://www.transparency-partnership.net/sites/default/files/aggregate_effect_of_the_intended_nationally_determined_contributions_an_update.pdf)
- UNFCCC, (2016b). *Communication: Roadmap to US\$100 Billion*. [http://www4.unfccc.int/Communications/Lists/OSPCommunicationUpload/261\\_295\\_131233554162587561-Roadmap%20to%20the%20US\\$100bn%20\(UNFCCC\).pdf](http://www4.unfccc.int/Communications/Lists/OSPCommunicationUpload/261_295_131233554162587561-Roadmap%20to%20the%20US$100bn%20(UNFCCC).pdf)
- UNFCCC, (2018a). *Communication by the International Civil Aviation Organization (ICAO)*. [http://www4.unfccc.int/sites/SubmissionPortal/Documents/201804271412SBSTA48%20ICA0%20submission\\_final.pdf](http://www4.unfccc.int/sites/SubmissionPortal/Documents/201804271412SBSTA48%20ICA0%20submission_final.pdf).
- UNFCCC, (2018b). *Communication by IMO: Note by the International Maritime Organization to the Forty-Eighth Session of the Subsidiary Body for Scientific and Technological Advice (SBSTA 48)*. [http://www4.unfccc.int/sites/SubmissionPortal/Documents/201804271056---IMO%20SBSTA%2048%20submission\\_final\\_200418.pdf](http://www4.unfccc.int/sites/SubmissionPortal/Documents/201804271056---IMO%20SBSTA%2048%20submission_final_200418.pdf).
- Victor, D. G. (2016). What the Framework Convention on Climate Change Teaches Us About Cooperation on Climate Change. *Politics and Governance*, 4(3): 133-141.
- Victor, D. G., Akimoto, K., Kaya, Y., Yamaguchi, M., Cullenward, D. and Hepburn, C. (2017). Prove Paris Was More Than Paper Promises. *Nature*, 548: 25-27.
- Voigt, C. & Ferreira, F. (2016). Differentiation in the Paris Agreement. *Climate Law*, 6: 58-74.
- Winkler, H. (2017). *Mitigation (Article 4)*. [D. Klein, M. P. Carazo, M. Doelle, J. Bulmer, A. Higham (der.)]. The Paris Agreement on Climate Change: Analysis and Commentary. Oxford: Oxford University Press: 141-165.
- Wiseman, V. (2016). *The UNFCCC National Adaptation Planning Model: A Foundation for Fulfilling Post-2015 Commitments? Part II*, <http://sdg.iisd.org/commentary/policy-briefs/the-unfccc-national-adaptation-planning-model-a-foundation-for-fulfilling-post-2015-commitments-2/>
- Yamineva, Y. (2016). Climate Finance in the Paris Outcome: Why Do Today What You Can Put Off Till Tomorrow?. *RECIEL*, 25(2): 174-185.



UNITED NATIONS  
CLIMATE CHANGE CONFERENCE  
COP19/CMP9  
WARSAW 2013



ATIONS

UN-WOMEN

RAMSAR CONVENTION  
SECRETARIAT



**Annex:****From the Agreement to Implementation: Paris Rulebook**

The Parties of United Nations Framework Convention on Climate Change (UNFCCC) came together in the 24<sup>th</sup> Conference of Parties (COP24) that met in Katowice (Poland) between 2-14 December 2018 and completed the negotiations for the implementation rules of Paris Agreement which was adopted in the 21<sup>st</sup> Conference of Parties (COP21) in 12 December 2015 and came into force in November 2016. The outputs of the Conference, which is known as Katowice Climate Package, comprises a series of decisions which were adopted by the Convention Conference of Parties (COP24) and Paris Agreement Conference of Parties (CMA1) and which will ensure implementation of the provisions of Agreement and the articles of decision No.1 CP.21 related to the Agreement. The negotiations of the rules which regulate the principles and procedures to be complied with in the implementation of the Agreement, which is briefly called the Paris Agreement book of rules, were carried out SBI and SBSTA, which are the continuous side organs of the Convention, and APA, which was constructed as an ad hoc side organ for this purpose under the Convention. Following the completion of the negotiations which were carried out by the side organs, the CMA, which is the decision organ of Paris Agreement, negotiated and adopted the decision proposals and thus it has completed its first meeting (CMA1), which was opened in Marrakesh in 2016, in Katowice. APA, which has completed its tasks, has thus been closed(1/CP.24).<sup>60</sup> This section, which deals with the Paris Agreement in its format after the

implementation rules adopted, involves a general evaluation of the outputs of the Conference within the scope of Katowice Climate Package.

***Katowice Conference and Katowice Climate Package***

The main agenda of Katowice Conference was completing the negotiations of the implementation rules foreseen under decision No 1/CP.21, and Paris Agreement, which is known as Paris Agreement Work Programme, and the adoption thereof.

The Conference completed the negotiations on most of the titles in Paris Agreement Work Programme and formulated them into rules. Decision was taken procedurally for two headings since the negotiations were not concluded and these were postponed to the following conferences. One of these is the Article 6 which is about the cooperation mechanisms of Paris Agreement, and the other is Article 4.10, which is related to the periods to be complied with in national contributions. In addition to these two Articles, it was resolved to continue in 2019 the reviews on some other issues as indicated below, including IPCC 1.5 Degrees Special Report.

Two important interrelated issues in the agenda of the Conference were the Talanoa Dialogue and the IPCC 1.5 Degrees Special Report, which was prepared in order to create input to the dialogue.<sup>61</sup> Both issues had a central role in the agenda of the Conference due to the importance they bear in relation to enhancing the claims of Paris Agreement. Together with this, it could be said that both the relevant negotiation processes and the way they are reflected in the Conference

<sup>60</sup> Decision 1/CP.24 Preparations for the implementation of the Paris Agreement and the first session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, FCCC/CP/2018/10/Add.1.

<sup>61</sup> For IPCC 1,5 °C Special Report, see. IPCC, 2018, Global Warming of 1.5 °C: An IPCC Special Report on the impacts of global warming of

1.5 °C above pre-industrial levels and related global greenhouse gas emission pathways in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty, <https://www.ipcc.ch/sr15/>.

decisions lead to the impact that both processes and their products will increase commitment towards the implementation of the Agreement to remain at a low level.

The parties could hardly reach to a decision on the special report related to policy precautions required for stopping the impacts of 1.5°C warming and the temperature increase which was prepared pursuant to the decision No. 1/CP.21 under the scope of long term temperature increase target of Paris Agreement under IPCC, after long and hard negotiations. As a result of the objections by the states like USA, Saudi Arabia, Kuwait and Russia in relation to the expressions to be used on the report, a decision could be taken which celebrated not the adoption of the report itself, but it being completed in a timely manner. In the section of the Decision No. 1/CP.24 related to the Report, the parties were invited to use the information in the Report in all negotiations under relevant side and managerial organs. SBSTA will continue to handle the Report towards developing the scientific information on the temperature increase of 1.5°C degrees in its 2019 session within the scope of IPCC 6th Review Report, Convention and Paris Agreement. Although the decision has criticized the Report, which has undertaken a very important function within the context of the target of Paris Agreement of demonstrating efforts for stopping the global temperature increase at 1.5 C, not only due to its findings but also not being completed in a timely manner, it is apparent that the findings and reviews of the Report has a directing effect for both the negotiations and the policies.

The Facilitating Dialogue, which was planned in order to provide input to the presentation of national contributions by demonstrating the view of the progress towards long term targets of the Agreement before 2020 and which was named as Talanoa Dialogue after the 23<sup>rd</sup> Conference of Parties, has occurred as a platform of interaction between states and non-state stakeholders rather than a dialogue between party states with regard to the way it is executed.<sup>62</sup> The most important issue during the preparation stage and during the Conference was how the Dialogue outputs could be reflected to the official outputs of the Conference. Civil society and the countries which are vulnerable against climate change supported to option of taking a decision of conference of parties which will contribute in the process of updating of the national contributions rather than promulgating the outputs of the process with a declaration. Yet, the outputs of the Dialogue were reviewed through two ways which were weaker than these options. The first of these is the Talanoa Call for Action document, which was published by the Chairmen of 23<sup>rd</sup> and 24<sup>th</sup> Conference of Parties, demonstrated the possible contributions of the Dialogue outputs in increasing commitment and provided a series of recommendations in this direction (UNFCCC, 2018). No separate decision was taken on Talanoa Dialogue and the inputs, outputs and results of the Dialogue as well as their potentials to increase confidence, courage and commitment, were noted in the decision No. 1/CP.24, which also included other issues. The part of the Decision related to Dialogue contended with making a call for taking into account the inputs, outputs and results of the Dialogue within the efforts of increasing commitments and implementation before 2020, as well as in their preparations for national contributions.<sup>63</sup>

---

<sup>62</sup> For the inputs, outputs and results of Talanoa Dialogue see <https://talanoadialogue.com>

<sup>63</sup> Decision 1/CP.24 Preparations for the implementation of the Paris Agreement and the first session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement, FCCC/CP/2018/10/Add.1.

### ***Paris Agreement Implementation Rules***

Katowice Conference reiterated the call for notifying by 2020 of long term low emission development strategies regulated under Article 4.19 of Paris Agreement within the framework of the decision No. 1/CP.21. The Conference also hosted the continuation of negotiations with such organs as Paris Committee on Capacity-building (PCCB), which was established with the Paris Agreement and Decision No. 1/CP.21, as well as the Forum on impacts of climate policies. With the decision No. 2/CP.24 which was adopted in the Conference, Facilitating Working Group was established, which complemented the corporate structure of Local Communities and Indigenous People Platform, which became operational in 2017.<sup>64</sup> In the Conference, reports of such organs as Finance Steering Committee, Green Climate Fund, Global Environment Fund (GEF), Adaptation Committee, Executive Committee of Warsaw International Mechanism for Loss and Damage, were also negotiated (UNFCCC, 2019a).

2018 implementation and commitment stocktake meeting was made pursuant to COP23 decisions under the Conference where works towards pre-2020 period agenda continued, and within this framework, the call to ratify Doha Amendment of Kyoto Protocol was renewed. The last of the implementation and commitment reviews before 2020 will be held in 2019. The Conference, which also hosted the senior level finance session organized under the scope of pre-2020 actions, reminded in the relevant section of the same decision to continue with the efforts to mobilize climate financing pursuant to the target of 100 billion USD in 2020 for the developed countries (1/CP.24). The last senior level finance session before 2020 will take place in 2019 (UNFCCC, 2019a).

The most important component of Katowice Climate Package is no doubt the book of rules which made the provisions of Paris Agreement applicable. The principles and procedures to be followed for the implementation of the provisions of the Agreement were prepared by the side organs that carry out the negotiations and adopted by Paris Agreement Meeting of Parties (CMA), which is the decision making organ of the Agreement. As it was specified above, the negotiations on the common periods to which national contributions will be subject and on the rules related to the implementation of Article 6 that regulates market and non-market cooperation approaches, will continue in 2019. The implementation rules adopted in the Conference are discussed below within the axis of Agreement regime elements.

### ***Mitigation***

Paris Agreement and COP21 decision have foreseen that more detailed rules related to national contributions regulated as the main tools for the parties to fulfill their climate action responsibilities would be determined by Paris Agreement Meeting of Parties. The implementation rules related to mitigation are specified by a series of decisions taken under the scope of provisions related to decision No. 1/CP.21 and Article 4 of the Agreement (UNFCCC, 2019b).

In this framework, the scope of national contributions within the context of mitigation action, was constructed by the information to be included in contribution communications, calculation of national contributions and rules related to the periods of contributions.

<sup>64</sup> Decision 2/CP.24 Local Communities and Indigenous Peoples Platform, FCCC/CP/2018/10/Add.1.

Rules related to information to be presented together with the national contributions, calculation of national contributions and the nature of national contributions are determined under the decision No. 4/CMA.1.<sup>65</sup> According to this, in their second and further national contributions, the parties of Paris Agreement will also include information that will ensure clear, transparent and understandable (ICTU) of the national contributions as explained in the annex of the decision. Whereas the rules adopted are applicable from the second national contribution onwards, the decision encourages the parties to provide this information while submitting or updating their first contributions in 2020.

It could be seen that Katowice Climate Package demonstrates an attitude that has more weight on mitigation action in the national contributions. Although Article 3 of Paris Agreement includes provisions related to mitigation, adaptation, financing, technology development and transfer, capacity development and transparency within the scope of national contributions, there was no reference to Article 3 of the Agreement in the implementation rules. Although many parties, in particular the developing countries, intends that the scope of national contributions should be defined so as to include adaptation, financing, technology and capacity support in addition to mitigation, the decision in question put the mitigation to the focus of national contributions. Together with this, there is no obstacle for including information related to other components in the national contributions. Decision No. 1/CMA.1 mentions the adaptation in particular in this context, and listed the ways through which information could be given about adaptation, including the communication of adaptation.

According to the rules defined in Annex 1 of the Decision No. 4/CMA.1 (Annex I), information that should be included in the national contributions are as follows: 1) Digitizable information which shows the reference point so as to include the baseline year if appropriate: Digitizable reference points such as reference years, baseline years, reference periods or start year if any; digitizable information on the reference indicators so as to include the values at reference points; target defined according to the reference indicator indicated digitally in the form of mitigation amount or percentage; information on the data used for the digitalizing of reference point; conditions under which parties could update their reference values. 2) Implementation period demonstrating the start and ending years of national contributions, 3) Scope of contribution and areas covered: Sectors, gases, categories, 4) Planning process of national contributions: Preparation process of contributions and implementation plans if any; institutional arrangements in the preparation process, participation and gender sensitivity of people; how the Global Stocktake outputs are taken into account in the national contribution; 5) methodologies and assumptions used in the estimation and calculation of greenhouse gas emissions and removals; 6) Evaluation of the parties as to the extent to which their contributions are just and assertive under the light of their own national conditions; 7) Contribution to reach the objective of the contribution defined under Article 2 of the Agreement. The parties are also expected to make explanation on whether they will use the collaboration approaches defined under Article 6 in their national contributions.

The decision requires that the parties, national contributions of which comprise the mitigation side benefits of adaptation action and/ or

<sup>65</sup> Decision 4/CMA.1 Further guidance in relation to the mitigation section of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.1.



economic diversification actions, shall provide information according to the same rules in relation to these side benefits. Calculation of such type of national contributions shall also be subject to the same rules.

With the decision No.1/CMA1, detailed rules have been put in relation to the calculation of national contributions in accordance with information and reporting requirements that are more advanced than the existing MRV (Measurement, Reporting and Verification) system. It could be said that the calculation of national contributions comprises two stages (Doelle, 2019). The first stage is the information on how the implementation of contributions will be calculated within the context of information to be included in the national contributions. The second stage comprises the calculation following implementation and the procedural rules related to this are shown in the Annex II of the decision. Environmental integrity, transparency, accuracy, completeness, comparability, consistence will be ensured in the calculation of national contributions and repetitive calculations will be prevented. Whereas the guide related to the calculation of national contributions will be implemented after the second and the following national contributions, the parties will be able to calculate their first national contributions in accordance with these rules. The calculation of national contributions will be given with the bi-annual transparency reports. Methodologies and common units (metrics) evaluated by IPCC and approved by CMA will be used in the calculation of national contributions.

An important detail in the rules related to the information to be contained in national contributions and their calculation is to count the components required for including both and not

clearly indicating the units and methodologies to be used for these. Besides, the rule that the unit and methodologies would be developed by IPCC was not put. Units and methodologies will be assessed by IPCC and approved by CMA (Doelle, 2019).

Katowice Package determines also the schedule related to the review of rules related to the calculation of contributions and information in the national contributions, and it has foreseen that the review related to the review of rules and updating as required will start in 2027 and end in 2028.

Conflict of opinions that could not be overcome about the rules related to the characteristics of national contributions has also continued in Katowice. Upon lack of agreement on this issue, a procedural decision was taken which contended with indicating that the characteristics that the contributions should bear were explained in relevant provisions of Paris Agreement and which stated that the issue will be continued to be handled in the session in 2024.<sup>66</sup>

No final decision was reached on the periods of national contributions. With the decision No. 6/CMA.1<sup>67</sup> it was stipulated that the rules related to common periods of national contributions will be valid after 2031. The periods of national contributions will be continued to be handled by the subsidiary Body for implementation in June 2019.

The implementation rules adopted will help to a certain extent overcoming the clearness, understandability, comparability problems observed in the context of national contributions due to the diversity demonstrated by them. However, the rules do not constitute a common format beyond the characteristics mentioned in

<sup>66</sup> Decision 4/CMA.1 Further guidance in relation to the mitigation section of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.1.

<sup>67</sup> Decision 6/CMA.1 Common time frames for nationally determined contributions referred to in Article 4, paragraph 10, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.1.

the Agreement for the contributions and they leave a broad area of discretion, the renewed or new national contributions will continue to demonstrate difference like the first contributions in terms of the type of targets and the information contained. Whereas the comparability of the national contributions which include absolute mitigation target according to a certain base year which covers all of the economies which the developed countries are required to present, is relatively easier, the national contributions of the developing countries which include different actions such as mitigation, sectoral targets, mitigation of economic diversification according to the ordinary scenario create problem of comparison. These differences could have reflections on Global Stocktake. Moreover, the book of rules has not made any regulation in relation to certain provisions of Article 4 of the Agreement (Doelle, 2019).

An important dimension of the decision related to mitigation is that it reminds and repeats the strong relationship which the Agreement has established between climate action and support.

One of the important expectations towards Katowice Conference was the taking of a decision towards leveraging and updating or renewing in accordance with long term objectives of the Agreement, of the national contributions before 2020, when the agreement would start. Despite the efforts during the Conference towards emphasizing the issue of strengthening the national contributions of some party states and civil society organizations by 2020, the Conference presidency indicated that the issue would be the agenda of the 25<sup>th</sup> Conference of Parties in connection with the summit to be organized by UN Secretary General in September 2019. As a

conclusion, in the part of the Decision No. 1/CP.24 related to post-2020, it was contended with renewing the request for notifying and/ or updating the national contributions in the decision No. 1/CP.21. According to this, parties whose national contributions they have declared cover the period up to 2025 were requested to submit a new national contribution by 2020 and do this every five years; and parties which cover the period up to 2030 are requested to notify their national contributions by 2020, or update the same every five years. Since CMA did not reach to any decision about the common periods to which national contributions will be subject, the expression in the Agreement that national contributions would be updated every five years in the decision No. 1/CP.24 was preserved. Although no decision was reached towards renewing and updating the national contributions by 2020, some party states explained during the Conference that they would renew their contributions or their desire towards renewing. Party countries which are the members of High Ambition Coalition, which was reactivated in Katowice after Paris, called for increasing the commitment in their common explanations.<sup>68</sup>

### **Collaborative Approaches**

In Katowice Conference, the negotiations on rules which will ensure that the voluntary collaboration mechanisms regulated under Article 6 of Paris Agreement to be implemented, could not be finalized. The Parties could not reach to an agreement on the collaborative approaches based on the international transfers of mitigation outputs regulated under Articles 6.2 and 6.3 of the Agreement as well as the rules which will ensure operation of Sustainable Development Mechanisms (SDM) regulated under Articles 6.4

---

<sup>68</sup> For detailed information, see:  
[https://ec.europa.eu/clima/sites/clima/files/news/20181211\\_statement\\_en.pdf](https://ec.europa.eu/clima/sites/clima/files/news/20181211_statement_en.pdf)

and 6.7. As the conflict of opinions which lead to one-day extension of the conference could not be remedied, negotiations on Article 6 were postponed to 2019. With the decision No.8/CMA.<sup>69</sup> it was foreseen that the negotiations about Article 6 would be continued under SBSTA and completed in 2019.

The dispute on the rules related to the implementation of Article 6 has two main reasons. The first problem connected with two mechanisms relates to how the transferred mitigation outputs and the SDM loans facilitated would be reflected to the calculation of national contributions of the parties. Paris Agreement requires that suitable adaptations should be made in the national contributions. Another problem related to this is whether the SDM loans facilitated as well as the transferred outputs were produced from the sectors that are included in the national contributions of parties; and whether any adaptation is necessary in the calculation of contributions of credits and the transfer of the mitigation results produced from the sectors outside the national contribution. Taking into account the emission mitigations needed by the programs outside the regime, such as the CORSIA Program which is the emission offsetting system to be implemented by ICAO, it could be possible to use in various ways the emission mitigations produced from sectors covered and not covered in the national contributions during the implementation of Paris Agreement. Therefore, showing the trade of emission credits with the transfer of mitigation results with the applications to be made in the calculation of national contributions is important in terms of provisions of Paris Agreement related to preventing repeated recording and protecting the environmental integrity. More flexible rules demanded by some party countries such as Brazil, Arab Group member

countries, were not accepted since these will not comply with the rules of the Agreement regime related to environmental integrity and prevention of repeated records.

The issue of second conflict in the negotiations of Article 6 relates in particular to the Clean Development Mechanism (CDM) projects that are being carried out within the framework of Kyoto Protocol mechanisms and how the credits currently obtained from these project will be transferred to the implementation period of Paris Agreement. Whereas there is the possibility that these projects will be continued under Paris Agreement SDM mechanism until a certain day and the use of credits will be permitted again with a limit of period, no final reconciliation was reached on this issue.

Although the negotiations will continue under the scope of Article 6, minimum reconciliation has been reached within the scope of transparency under Article 13 in relation to the transfer of mitigation outputs. Regardless of whether the parties which will transfer the mitigation results use these for the purposes of reaching national contribution targets or in any other platforms, they are required to show relevant adaptations in their national contributions in their national reports. The reporting rules within the scope of transparency framework also involve sustainable development, environmental integrity and transparency. Besides, due to the difference in the way Paris Agreement regulates both mechanisms, the parties could use without the book of rules being completed by the parties the approaches of collaboration based on internationally transferred mitigation outcomes (ITMOs), designed as a decentralized mechanism. Since Paris Agreement foresees a central processing under the control of

<sup>69</sup> Decision 8/CMA.1 Matters relating to Article 6 of the Paris Agreement and paragraphs 36–40 of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.1.

Conference of Parties for SDM, its functionalism is based on the adoption of rules.

Another issue related to Article 6 relate to the climate financing of incomes to be obtained from the mechanisms. Although it was decided to transfer share from SDM credits to the Adaptation Fund, there is not such regulation yet in relation to the collaboration approach. For the sake of diversification of sources of climate financing, the possibility of transferring such a share in the transfer of mitigation outcomes could come to the agenda.

### **Adaptation**

Paris Agreement regulated the adaptation to climate change under a separate article exclusively and made its place stronger in both national policies and the global collaboration. Katowice Climate Package also completed the regulations required by the Agreement. One of these is the adaptation communications. Rules related to adaptation communications were specified under the Decision No. 9/CMA.1<sup>70</sup> and relevant adjustments were made in the decisions related to other relevant articles. It is important that the Decision starts with a section that recognizes the relationship between adaptation to climate change and sustainable development, including the Sustainable Development Goals (SDGs) and Sendai Framework for Disaster Risk Reduction Strategy (2015-2030). Thus, these three international processes were associated with each other beyond the adaptation and sustainable development connection.

The decision has defined the objective of adaptation communications as leveraging the profile and visibility of adaptation before

mitigation, so as to confirm the level to which the Paris Agreement carried adaptation. Notifications also aim at strengthening the adaptation action and the developing countries; providing input to Global Stocktake; and learning and understanding the adaptation action and needs. The use of 'adaptation communications' adopted in the annex of the Decision was left to volunteerism, and which of the information in the guide would be included in the communication has become different according to the capacities of the parties. It was left to the parties through which means the flexible adaptation communications to be prepared according to the own conditions of countries. Whereas the party countries could present a separate adaptation communication, they could submit the communication together with their national contributions, other reports or documents. Parties which opt to serve communication are invited to present this in a way that could be used in Global Stocktake. Communications which are not subject to review and will not be used for country comparisons will be recorded in the registry system that is open to access as set out with the Decision No. 10/CMA.1, together with national contributions<sup>71</sup>.

### **Climate Financing**

Climate financing is the determinant of the international climate policy and therefore the negotiations within the scope of climate regime. Although this has been the same in the previous period, following the failure to establish a direct relationship between action and support with the Paris Agreement in the aftermath of 2009 Copenhagen Conference and particular together with the Paris Agreement under which all parties have undertaken the responsibility of struggle against climate change through national

<sup>70</sup> Decision 9/CMA.1 Further guidance in relation to the adaptation communication, including, inter alia, as a component of nationally determined contributions, referred to in Article 7, paragraphs 10 and 11, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.1.

<sup>71</sup> Decision 10/CMA.1 Modalities and procedures for the operation and use of a public registry referred to in Article 7, paragraph 12, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.1.



contributions, they have started to determine the claim and direction of financing collaboration. Paris Agreement has established the relationship between the measures to be taken against climate change and the support as one of the equations of the new regime and called for making the climate financing flows in compliance with the objective of the Agreement, granting a central role to climate financing in the regime. The negotiations of Paris book of rules have continued under the weight of the amount, suppliers, nature and distribution of climate financing. Despite being the biggest title of dispute since 2016, the parties have relatively rapidly adopted the implementation rules of provisions of the Agreement and COP21 rule related to financing in COP24. With the rules that were adopted by COP24 and CMA1, the framework of climate financing has been shaped to a greater extent. (UNFCCC, 2019a; UNFCCC, 2019b; UNFCCC, 2019c).

The definition of climate financing under Katowice Package has followed a very broad and flexible approach to the definition of climate financing, namely which type of financial supports will be considered within the scope of climate finance. Whereas the agreement and implementation rules do not include a clear definition of climate financing, definition of climate financing is made indirectly with the rules related to information and reporting obligations in relation to financial supports provided and to be provided. Provisions of the Decision No. 18/CMA.1 which sets out the rules of Transparency Framework in relation to supports under Articles 9 and 11 of the Agreement<sup>72</sup> included financial obligations such as grant, concession and non-concession loan, capital, warranty, insurance and other types within the scope of climate financing. With this regulation

which does not foresee any condition towards climate financing being new and additional, a very broad flexibility is granted to the developed countries in fulfilling the finance support obligations.

Implementation rules have regulated various dimensions of climate financing under different decisions. The information and reporting processes related to financing support provided under the scope of Article 9 have been handled in detail within the scope of Transparency Framework procedures and principles. The developed countries will also submit biannual communications in order to help demonstrating the appearance of financial supports they will provide from public resources in order to support climate action under the scope of Article 9.5 of the Agreement.<sup>73</sup> According to Decision No. 12/CMA.1, developed countries will submit the first of these communications, which include ex-ante information demonstrating the projection of financial supports they will provide from public resources, in 2020. The synthesis reports to be prepared by the Secretariat relying on these communications will be discussed in the workshops to be held every two years. Besides, high level ministerial dialogue will meet on climate financing every two years starting from 2021. These dialogue meetings will replace high level meetings before 2020. The implementation rules also foresee the reporting of these type of supports within the framework of volunteerism by other parties that provide financial support. With the decision, it was resolved that the information to be included in the communications shall be reviewed in 2023.

<sup>72</sup> Decision 18/CMA.1 Modalities, procedures and guidelines for the transparency framework for action and support referred to in Article 13 of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.2.

<sup>73</sup> Decision 12/CMA.1 Identification of the information to be provided by Parties in accordance with Article 9, paragraph 5, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.1.

Katowice Conference has also launched the process of determining new digital collective climate financing which will be valid after 2025. With the decision No. 14/CMA.1<sup>74</sup> the Parties have resolved to start the negotiations for determining new digital target in relation to collective climate financing in November 2020. Katowice Climate Package has also made the status of Adaptation Fund certain. The Adaptation Fund will start to serve the Agreement on issues related to Paris Agreement starting from 1 January 2019 and as the mechanism under Article 6 of the Agreement becomes functional and the Fund starts to take share from the revenues of the mechanism, it will wholly pass under Paris Agreement. With the Decision No. 13/CMA.1<sup>75</sup> among the revenues of the fund were the public and private donations in addition to the shares to be transferred from the mechanism which is called the Sustainable Development Mechanism.

With the addition of the Adaptation Fund, all institutions related to financing which were constructed before, such as Financing Standing Committee, Least Developed Countries Fund, Climate Change Special Fund, have become serving to Paris Agreement.

With the 3/CP.24 Decision of COP24<sup>76</sup> it was resolved to continue with the current processes and hold the fourth of the high level ministerial meeting on climate financing in 2020, and the long term climate financing workshops in 2019 and 2020. As it was demonstrated in 2018 report of Climate Financing Standing Committee which was handled in COP24, it does not seem possible to reach the annual target of 100 billion by 2020 (UNFCCC, 2019a). Together with this, within the framework of first renewal process of Green

Climate Fund which was launched in October 2018, some countries such as Germany, Norway and Japan announced that they would increase their contributions. In addition to this, although Paris Agreement and implementation rules include regulations which will ensure balanced distribution of financing among mitigation and adaptation actions, it could be seen that supports towards adaptation are relatively low.

In this regard, pursuant to the decision No.1/CP.21 taken in the Conference, a series of regulations were held towards adapting the institutional structure related to adaptation to Paris Agreement, determining the adaptation needs, examining and increasing the adaptation support and adequacy. With the decision No. 11/CMA.1<sup>77</sup> it was resolved to have the Adaptation Committee established in Cancun serve Paris Agreement. Procedures were determined in relation to including the adaptation actions of developing countries in the regime, and in particular in the Global Stocktake and recognizing them accordingly. The decision invited the Financing Steering Committee to handle the ways to facilitate adaptation support mobilization for the developing countries by taking into account the recommendations of relevant institutions and the communications of parties in collaboration with relevant institutions; and called the parties, academia and relevant parties to work on developing methodologies to be used in reviewing the adequacy and efficiency of the support and adaptation in collaboration with the Steering Committee.

### ***Technology Development and Transfer***

Katowice Conference has also accomplished progress on institutionalization of technology

<sup>74</sup> Decision 14/CMA.1 Setting a new collective quantified goal on finance in accordance with decision 1/CP.21, paragraph 53, FCCC/PA/CMA/2018/3/Add.2.

<sup>75</sup> Decision 13/CMA.1 Matters relating to the Adaptation Fund, FCCC/PA/CMA/2018/3/Add.2.

<sup>76</sup> Decision 3/CP.24 Long-term climate finance, FCCC/CP/2018/10/Add.1

<sup>77</sup> Decision 11/CMA.1 Matters referred to in paragraphs 41, 42 and 45 of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.1.

mechanism under Paris Agreement. The most important development in this framework is the adoption of Technology Framework, which was brought by Article 10 of the Agreement, and formation of its rules. According to decision No. 5/CMA.1<sup>78</sup> Technology Framework will be implemented by the Technology Executive Committee established in Cancun and Climate Technology Center and Network subject to Paris Agreement Conference of Parties (CMA). These two institutions will include the Technology Framework in their work programs and report this in their 2019 annual reports. In addition to this, the common annual reports of these two institutions will be presented to both Conference of Convention Parties and Paris Agreement Parties Meeting.

According to the rules defined in the attachment of the decision, the purpose of Technology Framework is to guide the functioning of Technology Mechanism in terms of advanced technology development and transfer action in order to contribute to the implementation in accordance with long term vision mentioned under Article 10.1 of Paris Agreement. The framework will fulfill its function in connection with the following principles: Innovation, implementation, enabling environment and capacity development, joint work and engagement of stakeholders, support. The decision which has foreseen the strengthening of collaboration between Technology Mechanism and Finance Mechanism in order to support technology development and transfer, indicates that the information related to the implementation of the Framework could also be used in the transparency reports and Global Stocktake. Meetings towards increasing the relationship

between Technology Mechanism and Financial Mechanism have continued in the Conference.

Another important decision in the context of technology development and transfer relates to periodic review of adequacy and efficiency of the supports to be provided to Technology Mechanism within the scope of implementation of Paris Agreement. It was resolved that this review would start in CMA4 in 2021 and completed in CMA5 in 2022.<sup>79</sup> The outputs of this review which will be carried out in a transparent, comprehensive and participatory manner will constitute input to the Global Stocktake.

### **Loss and Damage**

One of the important subjects in the negotiations of book of rules was how the damage and loss would be reflected to the implementation rules. Whereas Paris Agreement has regulated losses and damages under a separate agreement, it has not associated these with climate action and support components, and no connection of loss and damages was established with support in the work program. Whereas developing countries demanded that damage and losses should be included under relevant titles, mainly under Transparency Framework, Global Stocktake and financing, the developed countries maintained their insistence on handling the losses and damages as a separate topic under adaptation.

With the agreement that was reached with Katowice, the losses and damages could find a place among the rules related to Transparency Framework and Global Stocktake, although in a very weak manner. The Transparency Framework enables the willing parties to include information on damage and loss among the information to be

<sup>78</sup> Decision 15/CMA.1 Technology framework under Article 10, paragraph 4, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.2.

<sup>79</sup> Decision 16/CMA.1 Scope of and modalities for the periodic review referred to in paragraph 69 of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.2.

presented under the scope of Article 7 related to adaptation. The interested parties could provide information on potential risks observed as they face with in order to strengthen the perception on support and action related to handling, mitigation and restoring the losses and damages during collaboration and facilitation, as well as the measures they have taken, and the institutional regulations related to these.<sup>80</sup> Global Stocktake rules<sup>81</sup> did not count the losses and damages among the thematic areas which the review will cover, however, included these among the subjects to be taken into account by the Technical Dialogue which will evaluate the implementation of the Agreement. Losses and damages were also mentioned among the inputs of Global Stocktake within the borders drawn by the Transparency Framework rules. Since the rules accepted were not associated with the financial and other support mechanisms of losses and damages regime, the issue remains to be inferior within the implementation system of Paris Agreement. The only development in this regard was the fact that Financing Steering Committee was encouraged to provide information contribution on financial support resources on the technical paper to be prepared by Warsaw Loss and Damage Mechanism Executive Committee with the decision No. 4/CP.24 of COP24.

### **Transparency Framework**

National contributions and international review system on which Paris Agreement was based has been one of the most challenging titles of the negotiations on book of rules of Transparency Framework that constitutes the most important component together with the national contributions and involves binding obligations related to procedure. In particular, the dispute that

continues around the differentiation of the reporting obligations of developing and developed country parties was overcome with an intermediary formula in COP24, and the rules of implementation carrying the title of Transparency Framework, Modality, Procedure and Guides for Action and Support were accepted (18/CMA.1).

Despite the insist of the developed countries for a sample reporting and monitoring process that is applicable for all parties, the negotiations came to deadlock due to the demand of the leading developing country partners, such as China and India, to make differentiation in the obligations due to their own capacity limitations, and the negotiations were concluded upon the agreement between EU, USA and China. With the reconciliation, the regulation of embedded differentiation towards ensuring flexibility to the developing countries due to the lack of capacity under Article 13 of the Agreement, was interpreted in a wide manner and made operational. With this regulation which enables the developing countries to engage in differentiation by themselves within the context of Transparency Framework obligations, the developing countries had a flexibility in fulfilling their reporting obligations in terms of both scope and timing. The implementation rules have provided ease to the developing countries which involve the scope of review in addition to the level of detail in the information provided, as well as the scope and interval of the reports. The relevant parties will determine by themselves in fulfilling which provisions they will use flexibility, however, they will clearly define the capacity shortages and make required improvements, and indicate on which date they will start reporting. The implementation rules do not permit the technical inspection teams

<sup>80</sup> 18/CMA.1 Modalities, procedures and guidelines for the transparency framework for action and support referred to in Article 13 of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.2.

<sup>81</sup> 19/CMA.1 Matters relating to Article 14 of the Paris Agreement and paragraphs 99-101 of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.2.



to inquire the flexibility implementation of the parties.

The Transparency Framework rules adopted with the decision No. 18/CMA.1, has handled the purpose of the Framework separately in two dimensions, namely the climate action and support, pursuant to Articles 13.5 and 13.6 of Paris Agreement; and defined the purpose of climate action transparency framework as the follow up of the progress and adaptation action of parties towards reaching their national contributions and the purpose of the support transparency framework as clarifying the supports given and received by the parties within the framework of provisions under Articles 4,7,9,10 and 11 and demonstrating the appearance of the total financial support. Another function of the transparency framework is to provide information to periodical Global Stocktake.

Paris Transparency Framework renews and strengthens the reporting and monitoring obligations that are ongoing under the Convention. All parties have become subject to same reporting and monitoring processes provided that the flexibilities specified above are implemented and other than the looser implementation possibilities of developing countries arising from their special conditions. Thus, a reporting and monitoring mechanism that is applicable for all parties has been established in place of the system that involves a different reporting and evaluation process for developed and developing countries, established with Cancun Agreements. Paris Agreement Transparency Framework basically comprises the transparency reports, technical expert review and multilateral facilitating review which the parties will present every two years. In addition to this, the obligations of the parties related to annual greenhouse gas inventory and national communication obligations arising from the

Convention are ongoing. The adaptation communication brought by the Paris Agreement was added to these. The inventories could be presented together with biannual transparency reports in coinciding years, and the biannual reports could be presented together with the national notifications communicated every four years. Adaptation communications could be presented separately according to the preferences of parties, or could be submitted together with national contributions and national communications.

Due to the different obligations of developed and developing country partners within the context of climate action and support, there are differences in the type and scope of information and reporting obligations within the scope of transparency framework. According to this, all parties are under the obligation to report the information towards calculating the national contributions and monitoring their implementation within the context of climate action in their biannual reports. The developed countries shall present information on the financing, technology and capacity development supports they provide to the developing countries in their biannual reports in addition to climate action.

The new reporting and monitoring process constructed within the scope of transparency framework will be carried out according to the Modalities, Procedures and Guidelines (MPGs) regulated by the Decision of CMA No/. 18/CMA.1. Thus, the MRV system which was regulated with the Cancun and following Conference of Parties decision, was replaced by MPGs from the point of the parties of Paris Agreement. In this context, the inventory will develop joint formats in accordance with the needs of the new system for information and reporting tools such as national communication and biannual transparency reports.

COP24 performed transition period regulations for reporting obligations. According to this, the developed countries which are the parties of Paris Agreement, will present the last one of their biannual reports within the framework of the Convention on 31 December 2022, and the developing countries will present the last one of their biannual reports by 31 December 2024 (1/CP.24). MRV obligations will continue within the framework of relevant decisions for countries which are the parties of the Convention but not of Paris Agreement. However, these parties could provide reports according to MPGs if they desire as in the case of Paris Agreement parties.

### **Global Stocktake**

Katowice Conference also set out the functioning rules of Global Stocktake which is considered as the most important legal and corporate basis of the mechanisms which will ensure that the Agreement is made ready for the long term objective of the Agreement by leveraging the targets of national contributions as well as the global political commitment of the regime created by Paris Agreement. With the decision No. 19/CMA.1 which constitutes the procedures and functional rules of Global Stocktake,<sup>82</sup> it was reiterated that the function of the Review was to enhance the claim of collective actions and supports towards the objectives of Paris Agreement and it was confirmed that the actions and contributions of the party countries singly will not have the purpose of reviewing the actions and contributions of parties.. According to the decision, the Review will be only limited to four thematic areas involving the mitigation, adaptation, implementation instruments and support components, and be carried out under the light of equality and the best available science. The

Review process which will take place based on the principle of collaboration and facilitation comprises three stages, namely 1) Information compiling and preparation, 2) Technical review, and 3) political process wherein the outputs are assessed. The review process will principally progress over SBI and SBSTA through a joint contact group which will be created by them. The Parties have also established a Technical Dialogue process under the collaboration of two co-facilitators in order to support this contact group. The functional calendar of Global Stocktake has been designed so as to include IPCC review reports to the process. According to this, the technical stage of the initial Review which will be completed during 6th Conference of Parties (CMA6) of Paris Agreement which will gather in 2023 will take place during the meeting of two side organs before CMA6 in connection with the publication of the IPCC 6th Review Report. Therefore, it is foreseen that the first Global Stocktake will start in 2021.

Despite the fact that it is regulated in a very detailed manner on the contrary to the expectations of the functioning process, to what extent the parties of Global Stocktake outputs will direct their national contributions and supports in the direction of leveraging so as to make compliant with the purpose of Agreement, is uncertain. According to the decision No. 19/CMA1, the main output of the process is to determine the opportunities and challenges before the strengthening of actions and supports towards collective progress in the field of mitigation, adaptation and implementation instruments, and mentioning the political messages, which will also include the recommendations towards increasing the actions and supports, in a decision or declaration to be adopted by Meeting of Parties to

---

<sup>82</sup> Decision 19/CMA.1 Matters relating to Article 14 of the Paris Agreement and paragraphs 99-101 of decision 1/CP.21, FCCC/PA/CMA/2018/3/Add.2.

the Paris Agreement. This regulation which does not foresee a meeting of parties exclusively related to the outputs of the process, has weakened the function of the target leveraging mechanisms attributed at the beginning to Global Stocktake, and therefore the political power of the process. The decision emphasizes that the parties could use the outputs which demonstrate collective progress towards the implementation of the Agreement and which do not involve policy orientation, for updating and strengthening their actions and contributions they have determined at national level. The decision also calls the parties to present their national contributions prepared under the light of outputs of the Review in a special activity to be carried out under the auspices of UN Secretary General.

The participation of stakeholders other than the governments, in particular the civil society, will have reflections on the possible impacts of the process related to the design of Global Stocktake and be important in connection with the spirit of Paris Agreement regime. After underlining the fact that the Review is a process that will continue under the control of the parties, decision No. 19/CMA.1 indicates that it is open for the participation of stakeholders outside the governments. Local administrations, civil society, business world and other non-governmental partners could provide input to the preparation and technical evaluation parts of the process, as in the case of Talanoa Dialogue. It is understood that it is foreseen that the third and the final stage where political evaluation is made, will take place with the participation of parties. The concerns are expressed that the participation at preparation and technical evaluation stages could be kept limited to presenting written information and opinion.

The decision also counted as the inputs of the Stocktake the reports of the organizations created by the regime, IPCC reports, voluntary reports to be submitted by the parties and the communications of non-governmental stakeholders and observatory institutions, in addition to information and reports related to actions and supports to be submitted by the parties according to the provisions of the Agreement. Information related to Article 2.1 which foresees that the global finance flows shall be made in compliance with the purposes of Paris Agreement with a regulation that will increase the political impact of the Review, was also mentioned among the inputs. Recalling that the first biannual transparency reports prepared according to Transparency Framework rules will be valid after 2024 for all of the parties, it will be inevitable that the first Stocktake in 2023 will be carried out over relatively less comparable information (Carbon Brief, 2018).

It could be seen that, due to its design, the Global Stocktake is far from bearing the potential of affect the parties to ensure that their national contributions and supports enable the Agreement to reach its objectives. Together with this, it is interpreted that the Review could function like the 2013-2015 Review Structured Expert Dialogue in terms of the functioning process created with the implementation rules, and create a political impact though not legal (Carbon Brief, 2018).

### ***Implementation and Compliance Committee***

The working principles and procedures of the Committee, which was established in order to facilitate the implementation by the parties of the provisions of Agreement and support their compliance with Article 15 of Paris Agreement<sup>83</sup> was determined with the Decision No. 20/CMA.1.

<sup>83</sup> Decision 20/CMA.1 Modalities and procedures for the effective operation of the committee to facilitate implementation and promote

compliance referred to in Article 15, paragraph 2, of the Paris Agreement, FCCC/PA/CMA/2018/3/Add.2.

Ten members of the Committee comprising 12 members will come from five geographical regions of the UN, one from the Least Developed Countries and one from Small Island Group of States. It could be seen that there is a deviation from the routine of the regime in the formation and functioning rules of the committee. It is an important innovation that the committee members are determined according to UN regions principles rather than being classified according to developed and developing country parties. Secondly and more importantly, deviating from the consensus routine, the functioning rules permit taking decision with three fourth majority of the members who are present and vote in the meeting if no consensus is met despite all efforts.

The implementation rules have created a mechanism that emphasizes the support and cooperation in accordance with the facilitating function bestowed by the Agreement to the Committee as well as the characteristics of not being enforcing and punishing. In this regard, the Committee does not have any enforcement authority if it determines that the parties do not comply with the provisions of the Agreement. The operational procedures and principles of the Committee clearly indicates that the Committee will not work as an enforcement or conflict solution mechanisms and shall not impose penalties and sanctions. With the reconciliation that was reached following the conflict of opinions on how and by whom the process would be started during the negotiations, the authority to launch the processes was left to the Committee. The committee could launch the process of assessment of compliance in two way, one automatically and the other with the condition of getting the consent of the other relevant party. In case that any party state fails to fulfill the binding obligations, the Committee could launch the process without seeking the consent of the relevant party. According to this, the Committee could launch the process of the

national contributions are not communicated or maintained, obligations of information, reporting and monitoring could not be fulfilled within the scope of Transparency Framework, and failure by the developed countries to submit biannual notifications that include climate financing projections. In the second case, although any party state fulfills its obligations of information and reporting, if there is any important and continuous inconsistency in the information presented, the Committee could launch the processes only upon the consent of the relevant party. The Committee was bestowed with the authorities of providing recommendations to the parties at the end of the process in accordance with its function defined, providing assistance in reaching the financial supports to support compliance and implementation and provide recommendations for preparing an action plan. The Committee is obliged to carry out processes according to the legal characteristics of relevant provisions of the Agreement in determining the recommendations and measures. The Committee has also undertaken the function of determining the systematic problems encountered by the parties in the implementation of compliance and implementation provisions and to bring the same to the agenda of CMA, and thus has undertaken the role of consultancy. Finally, it was resolved that the rules related to the operation of the Committee would be resolved in 2024.

### ***Education, Participation, Access to Knowledge***

Katowice Conference has integrated its decision related to education, awareness, improving the participation of the public and their access to knowledge, with the implementation of Article 6 of the Convention and Article 12 of Paris Agreement. Strengthening for Climate Action, which was created in relation to the implementation of Article 6 of the Convention, was expanded so as to include the activities under the scope of Article 12



of Paris Agreement. The Decision<sup>84</sup> invites the parties to develop and implement Strengthening for Climate Action strategies. In addition to this, the parties were encouraged to continue to systematically integrate the approach of gender sensitive and participatory education, awareness, public participation and access to knowledge in all mitigation and adaptation activities implemented under the Convention and Paris Agreement, including the preparation of national contributions, adaptation plans, long term low emission development strategies and climate policies. The most important feature of the decision No. 17/CMA.1 is that, in addition to the governments, local administrations, civil society and other non-state stakeholders are counted as partners of the Strengthening for Climate Action and works connected with this under Articles 6 and 12. The decision also has established the connection between activities carried out for supporting Articles 6 and 12, and the activities performed for supporting Sustainable Development Goals.

---

<sup>84</sup> Decision 17/CMA.1 Ways of enhancing the implementation of education, training, public awareness, public participation and public

access to information so as to enhance actions under the Paris Agreement, FCCC/PA/CMA/2018/3/Add.2.



### ***Entering the Implementation Period: Negotiation Agenda Towards 2020***

As it could be seen, Katowice Conference has put rules which mostly complete the tasks defined in the Paris Work Program other than some agenda items that were postponed to coming years such as Article 6, and put rules that makes Paris Agreement ready for implementation (UNFCCC, 2019d). Therefore, with the adoption of the book of rules, which is called the Katowice Climate Package, the Conference has ensured that a significant milestone is taken in the climate change negotiations. Recalling the concerns proclaimed before and during the Conference that the parties would not agree on the rules and a new Copenhagen (COP15) crisis could be experienced in Katowice, the agreement reached is considered as a political success in political terms, though not in terms of their nature. UN Secretary General has also tried to encourage the parties by coming to Katowice three times, in addition to his calls for reconciliation he promulgated before the Conference with the same concerns. Therefore, Katowice outputs are important from the point of efforts towards protecting the continuity of the process and multilateralism that has been observed in general since Copenhagen.

The characteristics demonstrated by the rules of implementation accepted in general terms could be gathered under the following headings. Before all, the principles and procedures of implementation related to many articles remained limited with the repetition of the Agreement provisions in essence. The rules do not include more detailed regulations beyond the general provisions of the Agreement. Together with this, it could be seen that rules related to the functioning of the mechanisms, such as Transparency Framework and Implementation and Compliance Committee, are more detailed and comprehensive compared to the expectations before the

Conference, proportional to the importance which the Agreement attaches to the monitoring of the implementation. Although the implementation principles and procedures are regulated with a generally more binding language, a wide discretionary power has also been left to the parties. For example, whereas the rules related to the types of information to be included in the national contributions are obligatory, the details of the information will change according to the discretion of the parties. The most striking character of the book of rules is that the updates have acquired a status of a norm (IISD, 2018). Various dates have been set when the principles and procedures related to various articles could be reviewed before 2030, on one hand with the need of finalizing the negotiations and on the other hand with the expectation that the rules will be improved with the lessons to be learned from implementation.

At the top of the challenges before the Conference and thus the negotiations on the book of rules was the issue of how to resolve the problem of differentiation between the developing and developed countries within the context of Transparency Framework rules. Paris Agreement regulated that all parties, other than the least developed countries and small island states which have special conditions, be subject to common reporting and monitoring processes, however that the developing countries be granted with flexibility due to their capacities. The developing countries demanded for the maintenance of differentiation in the reporting and monitoring requirements of developed and developing countries as a requirement of the differentiation system of the Convention. The transparency rules that were adopted made all parties other than those which have special conditions subject to common reporting and monitoring obligations. Thus it could be said that the differentiation between developing and developed countries, which is the

definitive characteristic of the regime, has totally become blurred with the implementation rules of Paris Agreement. The flexibility granted to the developing countries pursuant to the provisions of the Agreement creates difference not from the point of type but of degree, and will end on a date they will set. Hence, the practices of countries that have important share in global emissions, could be reported and monitored within the framework of same rules.

The adoption in this manner of the implementation rules, and in particular the Transparency Framework rules, is important from a couple of aspects. First of all, the rules will contribute in establishing the trust between the parties in the new Agreement regime, which is currently being at the implementation stage, and monitoring the implementation process in an efficient way. The second is that the parties, in particular the developing country parties, approve the transformation in the structure of the regime. As a matter of fact, the solid differentiation in the context of mitigation has become blurred after all parties became partners to collaboration with emission mitigation and limitation actions through national contributions. For that reason, the developing countries were eager to continue with the differentiation system established within the axis of the principle of common but differentiated responsibilities of the Convention, within the scope of Transparency Framework rules. Transparency Framework rules, which limits the reporting and monitoring obligations only with the temporal flexibility provided due to capacity needs, has taken a further step in abolishing the separation of developed and developing country. In the implementation period of Paris Agreement, differentiation mainly sustains its significant function on the axis of developed country obligations within the context of financial and technology supports. With the practice of reporting of voluntary financial contribution of

other parties included both in the Agreement and the implementation rules, it could be expected that the sharp differentiation here will be abolished over time de facto, though not legally. As a matter of fact, the Russian Federation contributed in the Green Climate Fund after the developing country parties which announced financial contribution before and are indicate din Annex I.

Another importance of adoption of Transparency Framework rules without differentiation arises from the possible reflections on the relationship between the USA and the regime. Despite the withdrawal decision of the US President Trump, the American delegation worked during the negotiations towards not separating the book of rules from the spirit of Agreement. Therefore, the US team, which is the architect of transparency system wherein all parties of Paris Agreement are subject to a common international reporting and monitoring process, protected the conditions for returning back to the Agreement which is shaped in line with the preferences of the country following a possible change of president and therefore policies following 2020.

The most important shortcoming of the Rulebook is the fact that the promise of performing climate change actions, which were strongly emphasized as the preamble part of Paris Agreement, in a way to protect human rights, was not reflected to the functioning mechanism and processes accepted. Despite the intense efforts demonstrated by civil society organizations and some party states during the whole negotiations process and in particular in Katowice, the requirements related to human rights at the Preamble of the Agreement could not be included in the mechanisms to direct the implementation (Lehr & Schalatek, 2019).



As a conclusion, whereas Katowice Conference has completed the preparations required for the implementation of Paris Agreement to a large extent, the Katowice Climate Package which was prepared at the end of the Conference could not exceed beyond the understanding of “gradual” progress of the Agreement in terms of the characteristics of the rules put by it (Allan, 2019). In particular the rules related to national contributions and Global Stocktake are far away from guaranteeing that the commitment ratchet mechanism, which is assumed to be automatically mobilized by the new regime created by the Agreement, performs the expected function.

The conference has postponed the leveraging of the commitments towards climate action and the supports to be provided to these actions, to 2019. In this regard, the Climate Action Summit which UN Secretary General will organize during UN General Assembly in September 2019 is as highly important as the 25th Conference of Parties (UN, 2019a). Decision No. 1/CP.24 called the parties to participate in the summit and demonstrate their enhanced commitment against climate change. The purpose of the Summit, which is planned to be action oriented, was explained as increasing commitment and accelerating the actions of implementing the Agreement (UN, 2019b).

Another important process in 2019 in relation to the evaluation of climate action is the UN High-level Political Forum, on Sustainable Development in which the SDG13 on Climate Action will be reviewed (UN, t.y.). The Forum which will take place in July 2019 is considered as a part of the preparation process that has continued throughout the year (UN News, 2019). The last stop before 2020 is the 25th Paris Agreement Conference of Parties to be organized in Chile between 2- 13 December 2019.

## References for Annex

- Allan, J.I. (2019). Dangerous Incrementalism of the Paris Agreement. *Global Environmental Politics*, 19(1): 4-11.
- Carbon Brief, (2018). *COP24: Key outcomes agreed at the UN climate talks in Katowice*. Accessed at: [https://www.carbonbrief.org/cop24-key-outcomes-agreed-at-the-un-climate-talks-in-katowice?utm\\_content=buffer4b34b&utm\\_medium=social&utm\\_source=twitter](https://www.carbonbrief.org/cop24-key-outcomes-agreed-at-the-un-climate-talks-in-katowice?utm_content=buffer4b34b&utm_medium=social&utm_source=twitter)
- Doelle, M. (2019). The Heart of the Paris Rulebook: Communicating NDCs and Accounting for their Implementation. *Climate Law*, accessed at: [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=3332792](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3332792).
- GCF, (2019). *Status of Pledges and Contributions made to the Green Climate Fund*. Accessed at: [https://www.greenclimate.fund/documents/20182/24868/Status\\_of\\_Pledges.pdf/eef538d3-2987-4659-8c7c-5566ed6afd19](https://www.greenclimate.fund/documents/20182/24868/Status_of_Pledges.pdf/eef538d3-2987-4659-8c7c-5566ed6afd19)
- IISD, (2018). *Earth Negotiations Bulletin*, (12):747.
- IPCC, (2018). *Global Warming of 1.5 °C: An IPCC Special Report on the Impacts of Global Warming of 1.5 °C above Pre-Industrial Levels and Related Global Greenhouse Gas Emission Pathways in the Context of Strengthening the Global Response to the Threat of Climate Change, Sustainable Development, and Efforts to Eradicate Poverty*. accessed at: <https://www.ipcc.ch/sr15>.
- Lehr, D. & Schalteck, L. (2019). Great expectations, low execution: The Katowice climate change conference COP 24. *Heinrich Böll Foundation*, accessed at: [https://www.boell.de/en/2019/01/08/great-expectations-low-execution-review-katowice-climate-change-conference-cop-24?dimension1=division\\_oen#what-happened](https://www.boell.de/en/2019/01/08/great-expectations-low-execution-review-katowice-climate-change-conference-cop-24?dimension1=division_oen#what-happened)
- Obergassel, W., Arens, C., Hermwille, L., Kreibich, N., Ott, H.E. ve Wang-Helmreich, H. (2019). *Paris Agreement: Ship Moves Out of the Drydock*. An Review of COP24 in Katowice, Wuppertal: Wuppertal Institute.
- Rajamani, L. (Aralık 18, 2018). COP24 climate change deal: Time for countries to deliver on their promises. *Hindustantimes*, accessed at <https://www.hindustantimes.com/analysis/cop-24-climate-change-deal-time-for-countries-to-deliver-on-their-promises/story-ehEwQG4UuUc9qKnXzIGLLO.html>
- UN, (t.y.). *High-Level Political Forum 2019 under the Auspices of Ecosoc*. Accessed at <https://sustainabledevelopment.un.org/hlpf/2019>.
- UN, (2019a). *UN Climate Action Summit 2019*. Accessed at: <https://www.un.org/en/climatechange/un-climate-summit-2019.shtml>
- UN, (2019b). *Information Note on the 2019 Climate Action Summit of the Secretary-General*. Accessed at: [https://www.un.org/en/climatechange/assets/pdf/Information\\_Note\\_Climate%20Summit\\_20Mar2019.pdf](https://www.un.org/en/climatechange/assets/pdf/Information_Note_Climate%20Summit_20Mar2019.pdf)
- UN News, (Şubat 14, 2019). UN announces roadmap to Climate Summit in 2019, a 'critical year' for climate action. Accessed at: <https://news.un.org/en/story/2019/02/103280>
- UNFCCC, (2018). *Talanoa Call for Action By the Presidents of COP 23 and COP 24*. Accessed at: <https://unfccc.int/sites/default/files/resource/Talanoa%20Call%20for%20Action.pdf>.
- UNFCCC, (2019a). Report of the Conference of the Parties on its Twenty-Fourth Session, held in Katowice from 2 to 15 December 2018 Addendum Part Two: Action taken by the Conference of the Parties at its Twenty-Fourth Session. FCCC/CP/2018/10/Add.1.

- UNFCCC, (2019b). Report of the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement on the Third Part of its First Session, held in Katowice from 2 to 15 December 2018 Addendum Part Two: Action taken by the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement. FCCC/PA/CMA/2018/3/Add.1.
- UNFCCC, (2019c). Report of the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement on the Third Part of its First Session, held in Katowice from 2 to 15 December 2018 Addendum Part Two: Action taken by the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement. FCCC/PA/CMA/2018/3/Add.2.
- UNFCCC, (2019d). *The Katowice Climate Package: Making the Paris Agreement Work for All*. accessed at: <https://unfccc.int/process-and-meetings/the-paris-agreement/katowice-climate-package#eq-1> .

Republic of Turkey  
Ministry of Environment and Urbanisation,  
General Directorate of Environmental Management

Mustafa Kemal Mah. Eskişehir Devlet Yolu  
(Dumlupınar Bulvarı) 9. Km No:278 Çankaya / Ankara  
Tel: +90 (312) 410 10 00

This publication was produced with the financial support of the European Union. Its contents are the sole responsibility of the consortium lead by WEglobal Consultancy Inc. and do not necessarily reflect the views of the European Union.



[iklimin.org](http://iklimin.org)



[facebook.com/iklimin](https://facebook.com/iklimin)



[twitter.com/iklimin](https://twitter.com/iklimin)



[iklimIN Projesi](https://www.youtube.com/channel/UCklimIN)



[instagram.com/ikliminprojesi](https://www.instagram.com/ikliminprojesi)