

Oxford Climate Policy Blog

Initiating debates on international climate policy

2 'update' or not 2 'update' every 5 years, that is the Q4

Some comments on the informal consultations on Common Time Frames (CTF) in the recent session of the UNFCCC Subsidiary Body for Implementation (SBI)

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The Guiding Questions

The substantive work on this SBI agenda item began on 10 June promisingly with the presentation of the following four guiding questions by the co-facilitators, Kishan Kumarsingh (Trinidad and Tobago) and Andrew Rakestraw (US):

Q1. For NDCs communicated by 2025, what time frame should Parties apply? Having heard the various options placed on the table, what option or hybrid option can work for all parties?

Q2. How strong should the call be (e.g., shall, invite, encourage)?

Q3. For NDCs communicated in 2030, 2035, 2040, etc., what guidance should the common time frames decision provide? Specifically, for those supporting the option of a ten-year time frame (whether 10, "5+5," or "5 or 10"), what happens in 2030?

Q4. Should there be a call for Parties to review and update existing NDCs every five years?

The aim of this blog is to respond on the basis of the [Glasgow Ambition Cycle](#) (GAC) proposal to some comments that were made during that consultation.

In its most detailed version (with explanatory comments in square brackets) the GAC is given as follows: The CMP

1. *requests* Parties to communicate by 2025 *inter alia* a nationally determined contribution with a time frame up to 2035, and to do so every five years thereafter, in line with Art. 4.9 [five-yearly communications];
2. *also requests* Parties to consider in 2025 adjusting their existing nationally determined contributions with a view to enhancing its level of ambition in line with Art. 4.11, as well as Art. 2.2 [Equity], Art. 4.3 [Progression], and Art. 4.9 [informed by the outcomes of the relevant global stocktake] of the Paris Agreement, and to do so every five years thereafter.

The relevant Paris Agreement Articles (pertinent language highlighted in *italics*)

- **Art. 4.11.** A Party may at any time *adjust its existing nationally determined contribution with a view to enhancing its level of ambition*, in accordance with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement
- **Art. 2.2.** This Agreement will be implemented to reflect *equity and the principle of common but differentiated responsibilities and respective capabilities*, in the light of different national circumstances.
- **Art. 4.3.** Each Party's successive nationally determined contribution *will represent a progression beyond the Party's then current nationally determined contribution and reflect its highest possible ambition*, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.
- **Art. 4.9.** Each Party shall communicate a nationally determined contribution *every five years* in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement and *be informed by the outcomes of the global stocktake referred to in Article 14*.

I. Q1 to Q3

The discussion of the first three guiding questions revealed that the proposed language of the GAC may have to be strengthened with a stipulation that post 2030, the time frames of successive NDCs are to be five years apart, namely 2035, 2040, 2045, and so on.

It also exposed a possible mis-reading of para. 1 of the GAC as implying that Parties can **only** communicate a 2035 NDC in 2025. This is not the case: Parties could also communicate a second, or indeed a third NDC by 2025 and be GAC compliant, provided the first one ends in 2035, and the others in 2040 and 2045, respectively, as reflected by the 'inter alia' in para. 1 of the GAC language.

II. Q4

What was surprising, at least to me, in the context of the fourth guiding question was the almost allergic reaction of some participants to the very concept of 'updating'. Two reservations in particular caught my attention.

1.1 *What 'updating'?*

The question arose of what exactly 'updating' means. First of all, it needs to be high-lighted that, while it does not occur in the Paris Agreement itself, the term is part of the Paris terminology (cf. para. 24 Decision 1/CP.21). Second, I think there is a common understanding that, in good faith, it means to re-communicate an existing NDC with its ambition enhanced.

Accordingly, it is not a new form of communication of NDCs: Updated NDCs are communicated like all the others. Nor does a cosmetic change (e.g. through the provision of new information) satisfies the term in this good faith reading.

1.2. *Introducing perverse incentives for 'gaming'?*

It has also been said that to introduce a regular invitation to 'update' might create 'perverse incentives' and lead to 'gaming' as regards to the ambition one is willing to communicate.

First of all, it needs to be stressed that this could only occur if we assume the above-mentioned good-faith interpretation of 'updating': for someone who interprets 'updating' as, say, the provision of additional information only, there is no incentive to game with regard to ambition.

The perverse incentive, I take it, is meant to be that a Party which could take on a target of x would be tempted initially to communicate a less stringent target ($x+y$) so when asked to update they could 'update' this back to x . Consider the situation illustrated in Fig. 1: Let's say some Parties have determined that the maximum they can contribute is 100 which, when there is no request for regular updating, they proceed to communicate at T1. If they are expected to update regularly, the gaming argument goes, they would communicate instead a less ambitious target, say 125, in order to be able to 'reduce' something in the next communication round at T2 (in the same way in which some retailers may artificially inflate the original price, so as to be able to provide a 'discount' in the next sale).

Now, let us assume that by T2 it is indeed the case that the situation has not changed and they can still only contribute 100. What will therefore happen in T2? In the scenario without a request for regular updating, the NDCs remain unchanged at 100. If there is regular updating, they can now 'update' the NDCs originally communicated in T1 by increasing their ambition from 125 to 100. In short, ambition-wise, the end result in T2 is the same with or without the request for regular updating.

It is however not the same if one considers that the request for regular updates allows Parties to raise ambition together simultaneously, which I strongly believe results in greater overall ambition than the status quo, where Parties are left to enhance ambition 'spontaneously' on their own. For more on this, see:

The risks of not adopting a Paris Agreement Ambition Cycle at COP 26 in Glasgow

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by Benito Müller and Kishan Kumarsingh*



Click image to read the post, in particular the sections on “Locking in of low ambition due to a lack of an updating time table” and “Combining the advantages of Plan A and Plan B while avoiding their shortcomings”

In short, I do not believe there really is cause rejecting a request for regular updating on these grounds. However, it would also not be wise to let oneself become a hostage to fortune for purely terminological reasons. This is why para. 2 of the GAC proposal only uses agreed Paris Agreement language.

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