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CELEBRATING THE LAUNCH OF THE EDA PILOT PHASE



Introduction by Benito Müller

Almost exactly a year ago, on 18 October 2014, I had lunch with Dipak Dasgupta (India) and Jan Cedergren (Sweden), after the closure of the eighth GCF Board meeting in the early hours of the same day, to celebrate the Green Climate Fund (GCF) Board's decision to have Terms of Reference for a Pilot Phase on Enhanced Direct Access (EDA) drawn up by the Secretariat for consideration at the next Board meeting. At some point during the lunch the question was raised what exactly this Pilot Phase should be piloting. After some brainstorming, a consensus emerged on programmes that engage local actors through local intermediation – that is, programmes involving in-country devolution to the local level. Both Dipak, GCF Board member for India and ecbi Fellow, and Jan, Board member for Sweden and Chair of the Accreditation Committee, were instrumental in bringing about this decision.

In February 2013, Dipak convened a consultation meeting of a number of GCFB members and their advisers on behalf of the Indian Finance Ministry to discuss their Vision Document for the GCF. He had kindly invited me to write and present a [background paper on access modalities](#), which I was pleased to see reflected in the Indian [Delhi Vision Statement](#), co-authored by Prodipto Ghosh, former Secretary to the Government of India at the MOEF and ecbi Fellow.

Jan has been a proponent of the devolution of decision making to the recipient countries from the very start, and he has been guiding the process through the GCF Accreditation Committee, which handles EDA on the GCF board.

On 7 August, Prodipto co-facilitated a Consultation in New Delhi on Consolidation and Devolution of Climate Finance in India, co-convened by ecbi and the Indian Keystone Foundation with the aim of discussing domestic arrangements for climate finance, both at the national and the sub-national level with a particular focus on access by local stakeholders, such as vulnerable communities and Micro, Small and Medium Enterprises (MSMEs) and to discuss developments at the GCF, in particular with regard to EDA.

The idea of national consolidation and in-country devolution mirrored the Terms of Reference of the EDA Pilot Phase, as they were eventually approved at the tenth GCF Board meeting (Decision B10/04) in July 2015. When we started preparations for this year's ecbi Oxford Seminar, we felt it might be useful to use this opportunity to showcase the idea of EDA to the participants, as it is not always the case that UNFCCC negotiators are aware of GCF issues and vice versa. For this reason we invited Dipak, Jan and Prodipto to a special celebratory event in the context of our Seminar dinner. Unfortunately Dipak was unable to join us due to prior commitments, and Jan also had to cancel at the last minute for family reasons.

I kicked off the proceedings with a very brief presentation of EDA, followed by an address by Jan which was read out by Bo Kjellen, and an after dinner speech by Prodipto. It was a great shame that neither Jan or Dipak were able to be present at this celebration, but I am pleased that there will be another opportunity during the upcoming 11th Board meeting in Livingstone, as the Zambian host has agreed to co-host an EDA launch event with us.

MESSAGE ON BEHALF OF JAN CEDERGEN



The following message from Ambassador Jan Cedergren, Board Member of the Green Climate Fund from Sweden, was read out by Ambassador Bo Kjellén, ecbi Advisory Committee member, at the dinner on 10 September 2015.

Dear friends,

I am sorry that I could not join you at this special event, because of a sudden sickness in the family. However, I would like to leave with you a few words regarding a very important achievement in the Green Climate Fund Board where the host of this seminar, Benito Müller, and ecbi have played a decisive role.

It is about Enhanced Direct Access. An important decision was taken at the last Board meeting in Songdo in July to launch a pilot scheme of US\$ 200 million for at least ten pilots of US\$ 20 million each. Four pilots are to be implemented in Small Island Development States, Least Developed Countries and African states.

This was the result of a long and somewhat difficult process starting with a rather vague mandate in the Governing Instrument of the Fund, promoting additional modalities that further enhance direct access. A first decision was taken at a Board meeting in Barbados late 2014 asking for more details on the Terms of Reference for a Pilot Scheme. A further discussion in the Board was held in the beginning of 2015 but no decision was taken because of lack of time. The size and time frame of the pilot was discussed as well as oversight and control. Intensive work was carried out in 2015 to produce a detailed proposal to the Board with the involvement of the Secretariat, the Accreditation Committee, and ecbi with Benito in his advisory role. The idea of having a National Oversight and Steering Function came up. I want to pay tribute to Benito and ecbi for the professional and timely support they provided during the whole process.

What is enhanced direct access all about? It is about promoting country ownership. It is about devolution of decision making to the national, sub national and local level. It is about engaging local stakeholders. It is about also engaging small and medium enterprises in developing countries.

A successful implementation of the Enhanced Direct Access Pilots will promote the overall ambitions of the Green Climate Fund and show the way on how to provide climate finance in a sustainable and innovative way.

Thank you and good luck with your work!

Jan Cedergren

ADDRESS BY PRODIPTO GHOSH



During 1994-2001, I was serving in the Asian Development Bank (ADB), and attempting to persuade the bank that “this strange environmental thing” (climate change) has the potential to one day become the mainstay of the ADBs business. One glance at the current portfolios of the World Bank, ADB, African Development Bank, and European Bank for Reconstruction and Development will suffice to convince you of my astrological skills.

The Global Environment Facility (GEF) also came into being during this time. For the first several years, only the World Bank was the authorized gatekeeper to the GEF for project funding. The World Bank effectively used this privilege to persuade developing member countries (DMCs) to submit borrowing proposals – actually almost any investment project could be posed as a climate change project – to the World Bank, rather than the ADB and others, since it could, using GEF funds, sweeten the terms of borrowing.

However, the DMCs were not particularly fond of the World Bank – it had a nasty habit of imposing the “Washington Consensus” – even in something like a drinking water project - these were the days before the “Beijing Consensus” - on unwilling DMCs. The DMCs could deal more comfortably with the ADB – only those parts of the Washington Consensus went into the lending covenants as the DMC leaderships actually wanted, although they could not be too loud about it.

Accordingly, pretty soon, the UN Framework Convention on Climate Change (UNFCCC) and the GEF Council appointed the regional development banks also as gatekeepers to the GEF money. And so one had to look carefully at the UNFCCC climate finance provisions, as well as the GEFs Governing Instrument.

Soon enough, one realized that the philosophies of the traditional “aid” organizations, and climate finance, were diametrically opposed. The philosophical differences translated into their governance structures, and modalities of operation.

What exactly were these philosophical differences? The “aid” organizations did not acknowledge responsibility of the aid providers for the underlying condition – lack of modern industry and services, inadequate educational and health care institutions, climate change, whatever – that was sought to be addressed by the “aid”. The “aid” was provided ostensibly on humanitarian impulses – a claim that was risible to those of us actually working in “aid” organizations – the reality was that these organizations existed to further various political objectives of the “donors”. This philosophical basis however, enabled governance structures of the aid organizations to be highly unbalanced in favour of the “donors” – e.g. in the ADB, non-regional members still hold the majority shares, even though the region has (in PPP) terms, 3 of the 4 largest economies in the world.

Look no further to understand why the BRICs bank and the Asian Infrastructure Investment Bank became necessary. On account of the unbalanced governance, the “donors” could determine who received the “aid”, through what modalities, through which intermediaries, for what purposes, who would actually implement the projects, who would be the contractors and suppliers, and the terms of financing. The provision of resources, moreover, would be acts of discretion by the legislatures of the “donors”.

However, a reading of the UNFCCC makes it clear that the conceptual basis of climate finance is altogether different. It is categorically premised on the greater responsibility of developed countries for climate change, i.e. the “responsibility paradigm”, and the fact that their greater capability makes it possible for them to actually fulfill the obligations that arise from such responsibility. This has several implications: the governance structures of the components of the financial mechanism could no longer have a dominance of “donors” – the terminology of “donors” and “recipients” is not used in the UNFCCC itself, and as far as I have been able to ascertain, has not been used in relation to any of the Decisions pertaining to climate finance.

In addition, the providers of finance (we use the term “sources”) can no longer determine who receives the resources (we use the term “destinations”), for what purposes, by which modalities, on what terms, and all of these must be determined through the new governance structure. Further, the governance structure itself must respond to the UNFCCC’s guidance and be responsible to it, and not only to the respective governments.

The responsibility paradigm would also require that the quantum of resources provided must relate to the corresponding responsibility and capability, i.e. must be on assessed basis, and not discretionary.

I returned to the Indian Government in the summer of 2001, and became a part of the Indian negotiating team at the Conference of Parties (CoP) that year in Delhi. I remained on the negotiating team (with a break during 2010-11) till 2012.

Initially when we put these ideas across at the CoP, there was at first puzzlement, and then consternation, among our developed country partners. However, the question of fleshing out the financial mechanism of the Convention gained salience. The Copenhagen Accord made the political commitment, and the Cancun CoP provided the formal Decision, to set up the Green Climate Fund (GCF), and created the Transitional Committee to work out the GCF’s Governing Instrument.

In 2013, the Indian Government hosted a workshop comprising negotiators, scholars, and stakeholders from developed and developing countries, to conceptualize the functioning, priorities, and modalities of the GCF, as inputs to the Transitional Committee. Benito and I were among the participants.

One of the key concerns voiced at the workshop by several of the stakeholders was that of long lead-times, and high transaction costs, faced by clients of the multilateral finance institutions (MFIs). Against this was their experience of local financial intermediaries, who could conduct project appraisals at much lower costs, and significantly faster, without any loss of rigour. The tendency of MFIs to condition their gatekeeper function for the GEF with provision of loans for the balance, thus enabling the full Monty of covenants for which they are famous, also figured. Another important concern was the bypassing of the host country regulatory institutions, for example their environmental protection agencies, with parallel requirements by the MFIs. This was demeaning to the DMCs, and also raised processing times and costs.

Two new modalities of GCF financing emerged from the workshop. The first, called “direct access”, would accredit developing country financial institutions as gatekeepers, in addition to the MFIs, and thus enable executing agencies with project proposals to deal with local and regional institutions, rather than buying plane tickets for expensive, distant locales, with onerous visa requirements. The appraisal would be done by the accredited implementing agencies, which may also blend their own resources with those of the GCF, and conduct the technical appraisal. The final financial approval would continue with the GCF Board on a case-by-case basis.

The second, called “enhanced direct access” would involve a budget line for particular classes of activities to be authorized by the GCF Board for these accredited institutions. In this case, the concerned implementing agencies would authorize the funding for individual projects based on their own due diligence from this budget line. Of course, the implementing agencies would remain accountable to the GCF Board for fidelity to the aims and objectives of the budget line.

To compress this tale, the Governing Instrument of the GCF embodies several of the key elements of the “responsibility paradigm”, as well as ideas articulated at the New Delhi workshop. In particular, the modality of “direct access” is now an accomplished fact. The GCF Board has also agreed a pilot phase of enhanced direct access. Several developing country institutions have been accredited as Implementing Agencies, more are on their way.

Clearly, the modality of enhanced direct access would vastly reduce the time, hassle, and expense, for local communities and medium, small and micro enterprises in developing countries to access GCF funding. As regards larger scale projects and programmes, for which the executing agencies may be national or provincial government, or large corporates, the modality of direct access would apply in their case. In either event, access to GCF funding would have been made quicker, less costly, and hassle-free relative to MFI and GEF funding.

All that remains is for the GCF to get the money!

REPORT OF THE 2015 OXFORD SEMINAR

The eleventh ecbi Oxford Seminar took place on 10 & 11 September 2015 at Trinity College and the Examination Schools in Oxford.

A three-day Fellowship Colloquium at Merton College preceded the Seminar, from 7-9 September, attended by 14 Fellows (senior negotiators from developing countries). Two additional Fellows and 11 senior negotiators from Europe joined the 14 Fellows during the Oxford Seminar.

All the participants celebrated the launch of the Enhanced Direct Access (EDA) pilot by the Green Climate Fund (GCF) Board at a dinner on 10 September, where Ambassador Bo Kjellén, ecbi Advisory Committee member, read out a statement by Ambassador Jan Cedergren, GCF Board Member from Sweden [reproduced above]. EDA is a new funding modality under the GCF, focusing on promoting national and sub-national decision-making. ecbi played a key role in developing this new modality, and with Amb. Cedergren, in the adoption of the EDA pilot by the GCF Board.

On the first day of the Seminar, in Trinity College, participants addressed legal issues and process; adaptation, and loss and damage; and mitigation and transparency of action. On the second day, in the Examination Schools, they discussed climate finance; time frames and cycles; and the process/ way forward to the 21st Conference of Parties to the UN Framework Convention on Climate Change (UNFCCC) in Paris, from 30 November to 11 December 2015.

Kjellén welcomed participants. In his introduction to the Seminar, ecbi Director Benito Müller said a key purpose of the Seminar was to enable European negotiators to understand developing country positions and concerns. He introduced a professional facilitator, Sara Swords, who facilitated all the sessions over the two days.

Legal Issues and Process

Achala Abeysinghe, Head of the ecbi Training and Support Unit and Principal Researcher, International Institute of Environment and Development (IIED), presented key questions identified by the Fellows during their discussion at the colloquium on legal issues, and the process related to the Paris Agreement.

Abeysinghe noted that there was a common view among the Fellows that there would be a Paris Agreement with legally binding elements. She said while some Parties to the UNFCCC were in favour of legally binding obligations in the Agreement, others were not. A key challenge would be to ensure that the Agreement creates the space for the former to be more ambitious, and encourages rather than kills higher ambition.

She said the Fellows had discussed the need for a simple trigger for the Agreement to enter into force, to prevent a few countries from blocking entry into force.

On the compliance mechanism for the Agreement, Abeysinghe said Fellows had highlighted the need for differentiation; compliance measures for procedural as well as substantive obligations; and the need to incentivize compliance. They had also agreed that mitigation, adaptation and means of implementation (MOI) should be covered by the compliance mechanism. She called for a discussion on how transparency and accountability measures could aid better implementation and compliance; and what would happen if countries did not comply with their obligations.

A European participant queried the assumption that the Agreement would include “differential bindingness on a voluntary basis,” saying the EU is unlikely to take on binding obligations without the US and China also doing so.

Another European participant cautioned against thinking that a strong compliance mechanism would discourage participation, and said the mechanism should also apply to elements such as transparency, although contributions could be framed within a principle of progression.

In response to a question, a European participant said the US does not support legally binding contributions, but intends to notify an “intent to comply” that could be legally binding.

A developing country participant said if all countries follow the US and only agree to an “intent to comply” instead of an obligation to achieve a result, it would result in a race to the bottom. The European participant agreed that there could be a domino effect, as it would be difficult for China and the EU to agree to commitments without the US.

Another European participant said that on the basis of formal consultations so far, it seems that the Paris outcome could include an Agreement as a legal instrument, with collaborations outside this legal instrument and the UNFCCC. He emphasized the need for a set of common rules for elements such as reporting and contributions.

A European participant called for distinction between the instrument, which may or may not be legally binding in its entirety; and the legal bindingness of having and maintaining a commitment; implementation; and achieving results. He also highlighted the importance of cycles and progression, to ensure dynamism.

Kjellén noted the need for absolute clarity on which elements are legally binding, describing the experience with the UNFCCC, which he said was meant to be a legally binding instrument. However, it contained vaguely formulated requirements (such as those in Article 4.1 and 4.2) that couldn’t be legally binding in the end.

A developing country participant cautioned against building an Agreement around the concerns of the US alone, instead of all 195 UNFCCC Parties; and noted the “soft law” nature of “legally binding” commitments in most international Agreements, which do not imply trials or sanctions in case of non-compliance.

A European participant noted that while the US is always highlighting the impossibility of accepting an obligation, this is more of a political redline than a legal fact.

Müller said some countries saw an advantage in signing on to internationally binding commitments, as they minimise the possibility of changes in domestic policies due to political upheavals and private sector lobbying. He asked whether it would be fair to ask these countries to accept less, only because the US is unwilling to take on binding commitments. Instead, he said, even if there were no takers for binding commitments in the first instance, it is necessary for the Agreement to allow countries to do so at any time in the future and encourage rather than kill ambition.

A developing country participant said the moment the concept of “intended nationally determined contributions” (INDCs) was agreed in Warsaw, the robust objective of legally binding commitments had been abandoned. Without a legally binding obligation of result, he said, the INDCs are unlikely to close the ambition gap. He called for more leadership from developed countries, and differentiation to ensure fairness.

A European participant said US President Barack Obama's hope of getting a treaty through the US Senate and Congress were thwarted in 2009, when he lost his political capital and majority, but he remains committed to achieving as much as he can before he leaves office in January 2017. Another European participant also emphasized the importance of exploring options that encourage universal participation.

A developing country participant asked European colleagues to focus on what the EU can do, instead of what the US can do. He said under the current circumstances while an obligation for results seemed unlikely, an obligation of conduct may be possible, along with an obligation to implement. He asked for possible formulations of an obligation to provide support.

A developing country participant commented that a Paris Agreement that is legally binding but includes non-legally binding provisions would entail "creative applications" of international law. He hoped the mitigation section would include legally binding provisions on elements such as updating, reporting, no-backsliding, review, accounting, and aggregate stocktaking. He noted that the US administration was focusing on existing domestic policies and measures (PAMs), and asked if these could be legally binding.

Kjellén noted that the EU had favoured times tables in the run up to the Kyoto Protocol, while the US wanted PAMs. A long discussion on PAMs then took place under the UNFCCC, where the EU pushed for coordinated PAMs. Noting that Articles 4.1 and 4.2 of the Kyoto Protocol discuss PAMs, he said PAMs is something all countries could and should do.

A developing country participant said it is important to address the question of where legally binding commitments will be housed; highlighted the importance of obligations of conduct and result; and called for stronger compliance requirements for procedural obligations such as reporting. He also asked how the implementation of existing obligations under the UNFCCC could be enhanced.

A European participant agreed that international legally binding Agreements help tie future governments to commitments. He said the EU would prefer a protocol that is legally binding for all, tied to a long-term goal, while the US would like the long-term goal mentioned only in the preamble. He said it would not be acceptable for the EU to accept legally binding goals that are not applicable to all countries, and countries should have to deliver a statement of compliance and non-compliance to the new body that forms around the Paris Agreement.

Müller noted that this would allow the lowest common denominator dictate the Paris outcome.

A developing country participant noted that if countries take their INDCs seriously, then a commitment to implement should not be a subject of so much discussion.

On the issue of compliance, a European participant said the compliance mechanism should have an enforcement and facilitative branch. He cautioned against over-simplified triggers for entry into force, cautioning against a situation where none of the main emitters are on board the Agreement when it enters into force.

Another European participant said the flip side of countries deciding their own INDCs was to have a strong compliance mechanism. He noted the challenges of having an effective "stick" in context of international "soft" law, while also emphasizing the need for facilitative measures, and for building national capacity.

A developing country participant emphasized the important link between mitigation and MOI, and the importance of taking equity concerns on board.

A European participant said there is an important role for a compliance mechanism that is applicable to all within the Agreement, with differentiation only in the context of commitments. However, the mechanism should be facilitative for countries with limited capacities.

Another European participant said countries were against any kind of intrusive process, but a factual statement that was not meant to name and shame could serve as a kind of peer review process. There would also be an expert review process as part of the measurement, reporting and verification (MRV) process, he said.

A developing country participant said the provision of MOI should also be part of the compliance mechanism, with an internationally negotiated target. He called for robust compliance for developing country mitigation targets.

A European participant said in an international system without sanctions, it is important to consider how countries could be held accountable to achieve what they set out to do, and how their performance can be reviewed. He asked how a facilitative process would work, to create collaborations that go beyond emissions reductions and create the right policy frameworks. In response to a question, he said the facilitative process does not have to be limited only to the procedural elements.

A developing country participant agreed on the need for clarity on whether countries are meeting their commitments, but noted the need for differentiation for Least Developed Countries (LDCs), and the importance of MOI. He said flexibilities could be provided to Parties through markets, which are likely to take place irrespective of the Agreement, and should be reigned in. On compliance, he noted that some INDCs do include the use of forests, and warned against free riders because of flexible rules regarding the use of forests.

A developing country participant said peer reviews would not ensure compliance, and enforcement procedures would be necessary.

Another developing country participant said the transparency discussions include an expert review process and international consultation for developing countries, which includes a facilitative element. He noted that the goal was for developing countries to provide transparency, and for developed countries to build comparability and assurance that targets were being implemented. He noted that all INDCs from Africa were conditional to MOI, so it would not be possible to assess the INDC without assessing the MOI provided.

A developing country participant said the difference between procedural compliance and substantive compliance is not very clear, while noting that reviews can take place even if contributions are not legally binding.

Abeyasinghe summarized the discussion, noting speakers had mentioned that: the Agreement or parts of it could be legally binding; it is important to push for ambition as well as participation; the needs of all Parties should be considered, not only the needs of the US; the compliance process should include a facilitative function; and the new Agreement should create a space for ambition. She said further discussion was needed on: where the INDCs should be housed; whether MOI and adaptation should be covered under the compliance mechanism; whether there should be differentiation in “legal bindingness”, particularly for LDCs and Small Island Developing States (SIDS); how to reconcile an Agreement that is “applicable to all,” with INDCs that are

determined and differentiated by the countries themselves; how to incentivise compliance; how to differentiate between procedural and substantive compliance; and the possible links between the transparency and compliance mechanisms.

Adaptation, and loss and damage

Thinley Namgyel from Bhutan presented the views of the Fellows on adaptation, and listed key questions for discussion. He said the Fellows' discussion had focused on making adaptation action durable and dynamic, while accelerating implementation. He asked what the new Agreement could do at the international level to enhance the implementation of adaptation; how the European participants see adaptation taking place in 2025, after the new Agreement is in force; how to capture the link between mitigation and adaptation dynamically in the Agreement; and what needs to be done pre-2020, to create opportunities to work together.

A developing country participant said adaptation should not be made conditional to elements such as coming up with plans, especially in the absence of MOI.

A European participant said one specific element for the Agreement would be to describe a long-term vision on adaptation, based on goals of resilience and reduction of vulnerability.

A developing country participant highlighted the importance of moving beyond the focus on planning, to enhancing the implementation of adaptation action.

A European participant agreed the challenge was to encourage implementation of adaptation, and ensure effectiveness.

A developing country participant emphasized the importance of mitigation to reduce the need for adaptation; and of ensuring the adaptation needs of developing countries are adequately addressed, based on of clearly communicated needs, and of ensuring adequate support.

A European participant noted that the GCF already aims to balance mitigation and adaptation finance, and this provision could also be included in the new Agreement. She asked how adaptation efforts could be mainstreamed into adaptation plans; and said that issues of accountability, compliance and time cycles would be different in the context of adaptation-related commitments, which would be more of a national responsibility.

A developing country participant supported the inclusion of reporting on adaptation in the global Agreement with periodic assessments and reviews; the creation of registries and clearing houses; and a long-term goal on adaptation.

Another developing country participant said the Paris ministerial meeting and the Bonn session that preceded the Seminar had made progress in defining a common vision on adaptation, including on providing support and ensuring adequacy; adaptation planning; and conducting aggregate assessments in a facilitative manner. He said if these elements are not part of the international Agreement, implementation is unlikely to take place.

A European participant noted that mitigation is largely global while adaptation is more local, and queried the effectiveness of national plans in multilateral Agreements. A developing country participant replied that the description of adaptation in a national vs. global context has lost its appeal, and the focus should be on collectively ensuring that adaptation needs are defined, and support is made available for implementation.

Kjellén said adaptation is an international as well as local problem, and highlighted the role of local communities.

A developing country participant said the Paris Agreement is meant to enhance actions to implement the UNFCCC, which includes adaptation as an important element. The Agreement should therefore include goals for adaptation and provisions for technological cooperation and financial resources to assist developing countries to adapt.

A European participant asked how capturing the link between mitigation and adaptation would help enhance adaptation efforts. Another European participant said it was important to discuss how a stocktaking of adaptation needs could be done, without making it look like a “bill” for developed countries to pay.

A developing country participant said the intention was not to only discuss costs, but also to ensure that there is a link between adaptation and mitigation efforts, and incentivize efforts to close the mitigation gap in order to minimize adaptation needs. He also expressed concern around language on the “effectiveness” of adaptation.

Müller noted the danger of considering adaptation as primarily a local concern, saying this could limit the emphasis on adaptation and periodic assessments of progress in adaptation, at the international level.

A European participant said international development interventions should be “climate oriented,” highlighting the climate-related elements of work on desertification as an example.

Another European participant agreed that an overview of the Agreement’s progress in addressing climate change is necessary, but said this could also be produced by institutions outside the negotiating process.

A developing country participant responded that a multilateral process is necessary to facilitate adaptation needs, and for this further clarity is necessary on what the multilateral process is trying to achieve. Activities such as establishing a technical expert process to link solutions and decision makers could avoid the impression that developing countries are producing a bill of needs, he said.

Another developing country participant said a global stocktaking of progress is necessary, followed by facilitative provisions to help Parties achieve their goals, and certain benchmarks will be necessary for the stocktaking to take place. Parties will have to elaborate their individual obligations – for instance, developing countries will have to provide information regarding planning and needs, while countries providing finance will need to provide information of the kind of support that will be available. The process of clarifying methodologies and estimating needs could take place in the 2016-2020 period, he said.

Another developing country participant said pre-2020 initiatives on adaptation would set the bar for a higher level of ambition in the post-2020 period. Noting that runaway climate change is already taking place and the bulk of costs are being borne by developing countries, he listed three elements to address adaptation in the pre-2020 period: a dynamic process to identify adaptation gaps and close them; a focus on implementation between 2015-2020; and improved transparency in accounting for the US\$ 100 billion promised annually by 2020.

Ngmayel then presented the points listed by Fellows on **loss and damage** for discussion: the inclusion of loss and damage in the new Agreement, to ensure continuity beyond 2016, when the Warsaw International

Mechanism (WIM) for Loss and Damage will come up for review; a process to understand loss and damage, and develop approaches to address permanent losses; and finance for loss and damage.

In response to a question on how to differentiate between adaptation and loss and damage, Müller said it may be useful to use disaster management terminology, where disaster prevention qualifies as adaptation; and what happens after the damage is done is loss and damage. He noted that instruments such as insurance would apply to both adaptation and loss and damage.

A developing country participant said the World Bank estimates on the cost of adaptation had excluded extreme events, as it was methodologically impossible to include them. He said the distinction between adaptation and loss and damage could also be made on this basis, where events that cannot be counted under adaptation are treated as loss and damage.

Another developing country participant noted that events such as the loss of aquifers in the Caribbean could not be counted under adaptation. He also noted that more severe episodes of hurricanes in the region had resulted in permanent losses, including to fisheries, coral reefs and the tourism industry, on which the region is heavily reliant.

A European participant said risk management could help address some of these challenges, but agreed that more permanent losses will have to be addressed in coming years. She said the WIM would have to start proving itself, although the Convention will only be able to deal with part of the challenge, and links will have to be made to the wider development agenda and economic diversification.

Müller noted that developing countries were concerned that would be diverted to loss and damage if existing funding mechanisms are given the mandate to also cover loss and damage; and developed countries are concerned that loss and damage equates to liability and compensation. He proposed first addressing risk mitigation mechanisms such as insurance under the loss and damage umbrella.

A European participant noted links between loss and damage and the Sendai Conference on Disaster Risk Reduction.

A developing country participant said that while there were a lot of lessons from Sendai, particularly on how national governments address disasters, there is a structural difference between Sendai and the UNFCCC, and Sendai does not address the international dimensions of disasters due to climate change.

A European participant agreed that the interaction between the climate process and Sendai is complicated, but said a dialogue is necessary. He noted that the US has an extremely narrow reading of the term “loss and damage” and would not sign on to any legal responsibility for damages. He also said that advances made outside of the Convention could help to move the process forward.

A developing country participant said liability is recognized in international law, so the space does exist to pursue it outside the UNFCCC, but it may not be possible to move forward in the UNFCCC without talking about liability. Including it under the UNFCCC could, however, limit the liability that Parties chose to pursue outside the Convention.

A European participant said that the US position is hardening on loss and damage – if loss and damage is included in the new Agreement, they not only want it to be silent on compensation, but to actively exclude compensation.

A developing country participant asked for the EU, rather than the US, view. The European participant said compensation was a “no go” area for the EU as well.

Mitigation and transparency of action

This section was initiated by a presentation by Andres Pirazzoli from Chile. He first presented the elements that Fellows had identified as necessary for the long-term collective aspects of the Agreement:

- A mitigation goal framed around a temperature goal of at least below 2°C, with the opportunity to revise it to 1.5°C in light of the 2013-15 review;
- Cycles to assess, adjust and enhance collective mitigation efforts, while reflecting the principle of no backsliding, and of progression;
- Enabling mitigation potential with MOI within the communication-consideration-inscription timeframes; and
- Linking mitigation, MOI and adaptation efforts.

He said Fellows also discussed that mitigation commitments by individual countries should:

- be legally binding;
- be reflected, considered and inscribed through consistent cycles;
- enable progressively enhanced action and no backsliding;
- provide clarity and understanding, based on commitment types;
- enhance transparency based on counting and accounting rules;
- be supported by an incentive-based implementation system; and
- address differentiation.

In the discussion that followed, participants first discussed what a collective mitigation goal would look like.

A European participant noted that the 2°C target had already been adopted under the UNFCCC, and civil society has been arguing for a more operational target like a percentage emissions reduction target or a goal to achieve carbon neutrality. Another European participant said the operational goal could frame what kind of reductions are needed, and by when; and the global stocktaking would be a vital step in assessing where things stand collectively with regard to the long-term goal, and updating commitments.

Another European participant noted that a goal is likely to be less palatable to countries if it includes a specific numerical target, and would probably be more acceptable if it is part of a COP decision rather than a legally binding Agreement.

Another European participant noted that Article 2 of the UNFCCC, which describes the objective of the Convention, does not differentiate between developed and developing countries, and therefore there could be no differentiation in the context of the long-term goal.

Kjellén noted that countries have presented their ambition until 2050 and even 2100 in their INDCs, and this ambition should be reflected in the Agreement. He said the Article 2 objective would become more precise with the inclusion of a temperature goal.

A developing country participant said it will be difficult for developing countries to accept a target without differentiation, noting that the International Civil Aviation Organization had already adopted a goal to pursue a carbon neutral goal from 2020 without differentiation, and developing countries were unlikely to make the same mistake again.

Another developing country participant said there should be no backsliding on the 2°C goal, and equity should be a consideration in its implementation.

A developing country participant said the new Agreement will not abandon the principle of common but differentiated responsibilities (CBDR), but will not follow a binary developed/ developing country division either – instead, a more diverse definition of differentiation will be applicable. Noting that a goal on carbon neutrality may be easier to agree on than the sharing of an overall carbon budget, he emphasized the importance of balancing universality and differentiation in the overall Agreement.

Kjellén said another possibility would be to include long-term goals in INDCs.

On the issue of how to enable mitigation through MOI, a European participant agreed that a link between the two should be made, and asked whether this should be part of the mitigation section. A developing country participant agreed that the mitigation section should include a “hook” for MOI.

On the issue of individual mitigation commitments, Pirazzoli asked how an incentive-based system could enable national implementation. Müller added that the discussion on this issue during the Colloquium took place in the context of encouraging compliance through incentives, instead of using “sticks” that may not always be effective.

A European participant said it would be difficult to find incentives as even markets may not prove to be a sufficient incentive. He also said the EU would not support a regime where only a handful have commitments, but a majority have a say.

A developing country participant said the system would have to accommodate countries with economy-wide emission reduction targets, as well as sectoral or project-based commitments.

Another developing country participant said the EU position, where only countries with legally binding commitments can be party to the Agreement and participate in the decision-making process, could disadvantage some developing countries – for instance, those with low emission strategies.

A European participant said the language on backsliding captures some differentiation, as it states that countries with ambitious targets should at least keep to that level, without stating how much more they should do, or calling for targets from countries that don’t have them. The language calls for “best efforts,” with better efforts depending on national circumstances, he said.

Pirazzoli summarized the discussion, while noting that a discussion on exploring interlinkages between the timeframes for mitigation, adaptation, and MOI had not yet taken place.

Finance for the Paris Agreement

This section was kicked off by a presentation by Benito Müller. Müller described an ecbi initiative for “enhanced direct sourcing of multilateral funds.” He said the initiative aims to create a space for sub-national governments to contribute a portion of the proceeds from sub-national emissions trading markets, such as those in California and Quebec, to contribute to the LDC Fund (LDCF) as a gesture of solidarity. The LDCF could then serve as an “institutional capacitor” to help the LDCs access funding for adaptation and mitigation from other sources.

Müller then highlighted two key elements of the climate finance discussions among the Fellows: enhancing the credibility of the developed country pledge to mobilize US \$100 billion annually by 2020; and ensuring geographical and thematic balance in its distribution. He noted that if finance contributions take place in the same way as mitigation contributions, and are nationally determined and communicated, it will be very difficult to ensure that they meet the collective goal, or to ensure a balance. However, he pointed out that the GCF already has a formal replenishment process where contributors are contractually bound, and it is already mandated to ensure thematic and geographical balance. He said the Paris Agreement could establish a replenishment process for the UNFCCC financial mechanism as a whole. Under this process, a needs-based approach could be used to arrive at an overall goal for the replenishment. Countries could then pledge enough funds to collectively meet this goal, and these pledges would be covered by a contractual agreement with the financial entity (as they already are), making them legally binding. In this way, he said, a key issue of contention between developed and developing countries, on the MRV of climate finance, could be overcome without introducing any new processes.

A European participant said developed countries had started to improve reporting of climate finance and there were already existing initiatives, such as the report being prepared by the Organisation for Economic Co-operation and Development (OECD) and Climate Policy Initiative (CPI), and the biannual reports and national communications. He asked how funds outside the UNFCCC would be counted, if only the replenishments are taken into account.

Müller said it was unlikely that a method to count all financial flows could be agreed on by all sides, and this was a proposal to move away from the smoke and mirrors surrounding the finance transparency discussions so far, to something useful for the Paris Agreement.

A European participant agreed that the financial entities of the UNFCCC financial mechanism need more coherent guidance from the Convention, but said the Standing Committee on Finance is already working on such a process. He said the Global Environment Facility’s (GEF) Memorandum of Understanding already includes an article calling for needs assessments, although it is not followed in the climate context. It is followed for assessing needs for the Convention on Biological Diversity (CBD) and Persistent Organic Pollutants, but was difficult, as the methodologies are not clear, data is not complete or comparable, and the results were usually astronomical numbers – US\$6.5 billion for CBD alone when such an assessment was carried out four years earlier, when the whole GEF replenishment was US\$4.3 billion. The process works under the Montreal Protocol, where a technical assessment panel determines needs on the basis of the tonnes of ozone depleting substances to be phased out, and the cost. He said it would be a difficult exercise under the climate Convention unless there is clarity on what should be counted, as the result could be an astronomical figure.

Müller noted that while this may indeed be a difficult exercise, it could not be avoided as the GCF is expected to carry out a needs assessment in any case. He said the proposal would help to improve predictability over short-

term cycles of five years, which contributing countries already adhere to in the replenishment cycles. The Paris Agreement could therefore piggyback on an existing process to deliver a certain degree of predictability, and geographical and thematic balance.

A developing country participant said predictability of finance will be a key concern at Paris, and the proposal helps to address that issue.

A European participant said the governing body for the Agreement should provide guidance to the funding entities in any case, and a new decision will not be necessary for the proposal to be implemented.

Another European participant said the discussion was going beyond what was already discussed in the negotiations, and asked how public funding that is not going through the funding entities would be counted – for instance bilateral finance.

Müller said the process would only account for the replenishment of funding entities, but this does not mean the rest will not be counted. This would provide an easy MRV system for at least some of the public sector finance.

A developing country participant said there should be more clarity on how much of the funding will come from private, public, bilateral and multilateral sources by the end of the Paris conference, and a methodology to count contributions will have to be agreed. This will have to be a cornerstone of the financial component in Paris, he said.

A European participant said a meeting had recently taken place among the countries who has promised to mobilize the US\$100 billion, to discuss collaborative efforts to scale up climate finance and provide increased transparency on progress. He said that resources were limited, however, and “if more is paid on one side, it will have to be cut on the other side”.

A developing country participant said transparency is a key pending issue relating to the US\$100 billion pledge. Developing countries had been presented with a report prepared by contributors on the Fast Start Finance pledges, he said, and asked to accept it at face value – there were no entry points for recipient countries to be part of the discussion. The OCED/ CPI report is a similar process carried out by contributors alone, and would face a credibility issue if it said everything is fine, but the Convention’s financial mechanism continues to run short of funds. He also noted that the US\$100 billion was a pre-2020 pledge, and nothing was on the table regarding post-2020 finance.

Views on timeframes and cycles

The session on timeframes and cycles of contributions under the Paris Agreement was kicked off by a presentation by Xolisa Ngwadla from South Africa, on the views of the Fellows, and questions to explore with EU colleagues. He presented four main issues related to timeframes and cycles (features of a possible cycle, and specific elements relating to adaptation, finance and mitigation). Discussions took place after each issue was presented.

On the **overall features of the cycle**, Ngwadla said a proposal for a “[Dynamic Contributions Cycle](#)” (DCC) had emerged at the 2014 Oxford Seminar, where countries communicate their contributions over a 10-year period. However, under the DCC, only the contributions for the first five years would be inscribed, while the contributions for the following five years would only give an indication of the country’s intent. Such a cycle, he said, could help ensure a durable and ambitious Paris outcome, with cycles linked to each other, and

with the flexibility for countries to change their contributions for the second five-year period, once national consultations had taken place. This would also allow for individual and aggregate contributions to be assessed, and indicate the emissions gap that remains to be addressed.

He said the INDCs that had been submitted so far included either a 2025 or 2030 outlook, and still technically allowed for a 5+5 formulation with the DCC, and there is still time for further elaborations in 2016-2017, consideration of the aggregate in 2018, and inscription of the contributions in 2019. He said the scope of the cycles should include contributions related to adaptation, mitigation, finance, technology, capacity building and modalities agreed in the Paris Agreement.

He noted there were differences in understanding what procedures should be followed for the aggregate consideration; whether assessments should be technical or consultative/ diplomatic; and whether these should be differentiated on the basis of the type of obligations, types of mitigation commitments, and equity.

Ngwadla asked EU colleagues what they had in mind regarding the design of the global stocktaking they had proposed, whether it would address the scope expressed by the Fellows, and how feasible the 5+5 formulation would be for the EU.

A European participant said the discussion that took place on the global stocktaking process at the recent session in Bonn was encouraging, and one emerging notion was that it would be generic, without specific reference to adaptation, mitigation and finance. He asked if the Fellows were proposing stocktaking before 2020, noting that many did not want this to take place until after entry into force of the new Agreement. He said projecting future contributions could work, as long as the process was compatible for those who wanted to have ten-year targets.

Another European participant said the stocktaking processes for mitigation, adaptation and finance would each be different. For instance, some countries may choose not to have an INDC on adaptation, and it would be useful to first map out how contributions on each would look like, before agreeing on the design of the stocktaking process. He said the EU would have to think hard about whether they could interpolate a 2025 number.

A developing country participant asked whether the EU saw the idea of a common cycle as feasible.

A European participant said the main Agreement should only establish the purpose of each of the processes that take place in the context of the cycle, while the modalities could be worked out in decisions.

A developing country participant said “consideration” was a broad term of what should happen after the indicative contributions are submitted and before they are inscribed in whatever housing architecture is agreed on. He said the Fellows did consider that a consideration of the contributions announced for Paris would take place before 2020. He noted that a common cycle for all countries would be important, or a global stocktaking process would be virtually impossible.

Müller noted that the existing draft text for the Agreement did not include anything on the timeframes at all. Most of the text relating to this issue was in the decisions, he said, and this was not satisfactory.

A European participant said the issue of timeframes had been discussed in detail at the recent Bonn session, and it was realized that it would be difficult to have one common cycle. He asked if the inscription process would also include the other elements included by Ngwadla under the scope of the cycles, like adaptation. He

said the intention of the global stocktaking was to indicate where things stood with regard to the long-term goal, not to assess individual contributions. While updating contributions could be part of the Agreement, he said, this does not necessarily have to be part of a cycle.

A developing country participant noted that the Agreement would have to include some timeframes, even if they are in general terms, for adaptation, mitigation and MOI. He asked whether the Agreement could include language on these timeframes, with provisions for voluntary indicative targets with scope for adjustments, to ensure progression and no backsliding; and a stocktaking process that establishes a link between adaptation, mitigation and MOI. He noted that if the global stocktaking calls for increased efforts on mitigation or adaptation, this would have implications for MOI. Recognizing that developed countries are against any politically binding targets for finance, he said the global stocktaking process could be used instead to link MOI with mitigation and adaptation.

Müller said that while different lengths of cycles for different countries, some five and some ten years, may be a startup problem, it should not be perpetuated. Instead, provisions should be made to review and rectify it at a later stage.

A European participant noted differences of opinion on what will happen in 2018. He said the EU had hoped to get an ex ante review of the INDCs presented in the first cycle, but had failed to do so at the 2014 Lima Conference. He agreed that the notion of stocktaking should be part of the main Agreement, but said it should be kept simple, with countries simply agreeing to take stock every five years, instead of trying to create complex cycles and coordinate all the different elements together.

Ngwadla noted that during the discussion at the recent Bonn meeting, there was recognition that there must be convergence points, with a time for communication, consultation and inscription. He agreed that any start-up problems with regard to different timeframes in the first period could be dealt with in the Agreement.

He then presented the second section of the Fellows' discussion, on timeframes and cycles in the **adaptation cycle**.

Ngwadla said as first step in the cycle, countries would communicate their planning and implementation needs; developing countries would record their adaptation efforts; and developed countries would indicate the support they intend to provide for the upcoming cycle. For the first cycle, the principles and modalities of the global stocktake during the consideration phase would have to be agreed. In Paris, countries would have to agree planning and implementation guidelines; needs assessment methodologies; transparency of adaptation support provisions; and guidelines for seeking recognition for their efforts. Two years before implementation is to take place (in 2018 for the first cycle), an aggregate stocktaking could take place on the basis of agreed guidelines and methodologies. The outcome of this stocktaking process would be an assessment of gaps in planning regimes and in the adequacy of MOI. The final inscription for the first cycle would then take place in 2019.

He noted that the Fellows had sought assurances with regard to sharing the financial burden; non-intrusiveness; and flexibility in adaptation planning, without conditionalities.

A European participant asked whether this would mean that every country has to come forward with something on adaptation, or whether the stocktaking would be only for those countries that come forward voluntarily.

Ngwadla said the Convention includes adaptation obligations, which have to be monitored, but there could be flexibility shown to countries that cannot communicate the information to the multilateral process.

Another European participant said LDCs were very divided on having adaptation in the INDCs, so the common landing ground that was emerging was that it would be voluntary. He asked what would be done with the information provided on adaptation, saying it would be of a very different nature than the information on mitigation. He said developed countries would not be providing INDCs on finance.

Müller said that irrespective of whether there is a “financial INDC”, there will be ex ante legally binding financial obligations under the GCF.

A developing country participant said the issue of including finance in the INDCs was a deal breaker for developing countries, as they had to have an undertaking that adequate support will be provided. On the kind of information that could be included in the adaptation INDC, he said countries could include details of their planning. The stocktaking would then assess whether the plans support resilience objectives, and if there are common gaps in planning that can be addressed in a facilitative manner. He said while the mitigation INDC would be looking for gaps between the undertaking of Parties and their achievement, the adaptation INDCs would consider gaps between needs and support.

The European participant said information on adaptation is likely to be much more complex, and it will take months for people to understand and extract lessons from the submissions of countries.

The developing country participant responded that there would be a two-year period to carry out this assessment. He once again emphasized the importance of a multilateral process to engage on adaptation issues.

Another European participant said she was struggling to understand how adaptation would be fitted into the same process as mitigation. She said the ideas presented were good, but the format was a problem.

A developing country participant said adaptation issue was not only about finance, but also technical facilitation; the creation of a dynamic link between mitigation and adaptation; and an aggregate assessment of the progress made in adaptation, over and above project-level activities.

Ngwadla then presented the Fellows’ discussion on the **finance cycle**.

He said the Fellows proposed that 3 years before implementation, the minimum levels of support for the post-2020 period would have to be communicated, including on replenishment finance; multilateral finance, bilateral finance, and private sector finance. During this time, the principles and modalities of the global stocktaking would also have to be agreed, based on aggregate needs; and the process to house the final inscriptions in the Agreement would have to be formalized.

During the first start-up period, decisions will have to be taken in Paris on the transparency guidelines for accounting different types of support; the multilateral provisions for replenishment finance; and the modalities for the aggregate assessment of support.

Two years before implementation, in 2018 for the first period, further development can take place of the accounting and transparency provisions; and stocktaking can take place in aggregate, on the basis of agreed

guidelines and methodologies. A year before implementation, in 2019 for the first period, the inscription of undertakings for the upcoming cycle would take place.

He asked how ambition in the post-2020 period could be enhanced, along with the transparency provisions.

A European participant said it would be difficult for them to indicate what they can provide over a five-year period.

Müller noted that replenishments for multilateral funds such as the GEF are usually pledged for a period of three to four years, even though national budgetary cycles don't coincide with these four years. He asked a European participant, who was on the GEF Council, how countries achieve this.

In response, the European participant gave the example of the Montreal Protocol's replenishment process. He said the Technology and Economic Assessment Panel (TEAP) of the Protocol comes up with an assessment of the funding required, taking into account the obligations of developing countries. The Protocol's Meeting of Parties then reviews the report, and the final amount is decided by the contributing countries, within the range given by TEAP. For the other Conventions under the GEF, he said the GEF presented various values to the donors, who then negotiate how much they can give and each country's share. Countries then sign "instruments of commitment" for four years, which is a legally binding document. In his country, he said, the money is then locked into the budget for four years, and allocations are more or less automatic.

Müller said this kind of process would allow countries to provide an annual figure, and once again pointed to the potential of the replenishment process of the UNFCCC's financial mechanism as a way of overcoming differences of opinion on whether financial contributions can be part of a cycle, and whether they can be legally binding.

A developing country participant asked whether the EU was envisaging a provision in the Agreement to provide at least two-year projections of their finance contributions, as an indication if not a pledge.

Another developing country participant noted that the transparency measures could apply to all forms of finance, not just replenishment, and hence other sources would not be excluded. However, the Agreement itself would only define the replenishment process.

A European participant recognised the need for greater credibility, but emphasized the need to include all sources of finance, including South-South and national investments.

Müller said the other sources could be reported through other channels, such as the national communications, while the replenishment portion could be part of the INDCs.

A developing country participant said the global stocktaking could also include all sources of finance. He gave the example of the LDCE, which does not have a replenishment process, and therefore no way of knowing what funds will be available. This was a good rationale to include a replenishment process in the Agreement, he said.

A European participant said many funds had been created, and discussions had on how to anchor institutions in the new Agreement. He expressed a preference for a general reference to the financial mechanism, rather than to any specific fund.

Ngwadla presented the final section of the Fellows' discussion, on the **mitigation cycle**.

He said the Fellows proposed that three years before implementation, Parties would agree on the minimum information to be communicated, and agree on timeframes; principles and modalities would be agreed for the global stocktaking process based on planning and implementation needs; and the inscription procedures would be formalized.

At Paris, Parties would elaborate on the stocktaking modalities and how to achieve fairness of efforts.

Two years before implementation, an aggregate stocktaking would take place based on agreed guidelines and methodologies, which would provide an assessment of gaps in planning, and of adequacy of support. The inscription of contributions would then take place a year before implementation is to begin.

The Fellows asked how intended contributions could be assessed and benchmarked; and how equity considerations would be incorporated. They also called for views on the inscription process.

A European participant said there appeared to be a fundamental misunderstanding of what the EU meant by stocktaking. It was not meant to be an ex ante assessment of INDCs before they are finalized in 2018, he said, but instead involved using information coming from the MRV systems on the state of implementation of current commitments, to see how they stand with regard to the long-term goal. This information then becomes the context for the next round of INDC. He said the EU would have liked to have an ex ante assessment process where equity considerations come in, but that conversation is over and done with.

A developing country participant asked whether the main objection was to having a global stocktaking in 2018, and asked how the EU saw the process working until 2015, under the ten-year cycle that they support.

A European participant replied that some Parties (but not the EU) are ruling out any stocktaking process until 2020. However, the proposed five-year cycle may be too tight he said.

A developing country participant said the Fellows had a long discussion on the extent to which the multilateral cycle of contributions had to be synchronized with national cycles, but agreed that this was not really essential.

A European participant disagreed, saying no multilateral promises could be made without domestic legislation in place.

A developing country participant asked what sort of anchoring verb would be acceptable in the context of the obligations in each of the sections, and whether terms like "obligation of conduct" or "obligation of outcome" would be helpful.

A European participant said the US had pushed back on legally binding progression, which is key for the EU even if binding mitigation commitments are not possible. He said the US is worried that if there is a binding cycle Parties will be singled out and asked increase their obligations.

Another EU participant expressed his worry about getting into legal bindingness and notions of cycles and stocktaking without being clear on how they can help Parties do anything different. This could result in a complicated machinery that will generate a mountain of information and complicated systems of management, he said, including individual responsibilities for reporting that could prove to be a burden in the end.

What needs to be done between now and Paris

In the final session, participants discussed the way ahead.

A developing country participant said the Seminar had been useful in getting to know people behind the flags, and find areas where Parties can accommodate each other.

Another developing country participant agreed, saying these kinds of meetings were extremely helpful in shedding light on territories that need to be flattened out, and possible landing zones. He highlighted transparency of finance as a critical area to be addressed before and at Paris.

A European participant also agreed that the meeting was useful in understanding what lies ahead, and urged a sense of realism and pragmatism in the coming months, with a focus only on essential issues that must be in the Agreement. He said the INDCs had helped resolve the differentiation issue to some extent, and highlighted the need to build future ambition, while also focusing on initiatives outside the UNFCCC process, such as local government initiatives.

Another European participant said the discussion had been interesting and useful discussion, while underlining that all countries will have to let go of some of the issues important to them, to reach agreement.

The meeting was closed by Kjellén, who praised the compact way of working at the ecbi Seminars, and said the two days had been particularly useful. He expressed confidence in the organization of the Paris conference, describing it as a sort of rendezvous with the future where anything is possible, and a final confirmation of all the effort that the international community has put in after the Copenhagen conference.

In the feedback provided at the end of the Seminar, participants praised the “frank, rational and hats-off discussions in formal meeting room settings and informal evening settings [which] allowed us to gain more clarity on EU positions”; welcomed the opportunity to “understand what others are thinking rather than defending group position”; and thanked the ecbi for “fostering mutual understanding and trust among negotiators which is very important to achieve consensus”.

LIST OF PARTICIPANTS

2015 Fellows

	Participant	Country	Affiliation	Other positions
1	Mr. Giza Gaspar Martins	Angola	Director, Department of Climate Change, Ministry of Environment	Chair of the Least Developed Countries (LDCs) Group
2	Mr. Carlos Fuller	Belize	International and Regional Liaison Officer, Office of the Executive Director, Caribbean Community Climate Change Centre	Vice Chair of the Subsidiary Body for Scientific and Technological Advice
3	Mr. Thinley Namgyel	Bhutan	Chief Environment Officer, Climate Change Division, National Environment Commission	
4	Mr. Andres Pirazzoli	Chile		Team Leader, Asociación Independiente de Latinoamérica y el Caribe (AILAC) Support Unit
5	Mr. Sun Guoshun	China	First Secretary, Department of Treaty and Law, Ministry of Foreign Affairs	
6	Mr. Tosi Mpanu Mpanu	DRC	Director, General Secretariat of the Environment and Nature Conservation, Ministry of Environment, Nature Conservation and Tourism	Former Chair, of the Africa Group of Negotiators (AGN) LDC Group Chair-elect 2016
7	Mr. Prodipto Ghosh	India	Distinguished Fellow and Director, The Energy Research Institute	Member of the Scientific Advisory Council of the Cabinet of the Indian Government
8	Mr. Amjad Abdulla	Maldives	Director General, Climate Change and Energy Department, Ministry of Environment and Energy	Chief Negotiator for the Alliance of Small Island States (AOSIS)
9	Mr. Nafo "Seyni" Hussen Alfa	Mali	Ministry of Environment and Sanitation, Agence de l'Environnement et du Développement Durable	Co-chair of the Standing Committee on Finance, AGN Chair-elect 2016-17
10	Mr. Rómulo Acurio	Peru	Deputy Representative for Climate Change, Ministry of Foreign Affairs	
11	Mr. Elhadji Mbaye Diagne	Senegal	Comité National Changement Climatique	LDC Lead Coordinator on Markets & Technology Transfer
12	Mr. Xolisa Ngwadla	South Africa	Competence Area Manager, Global Change, The Council for Scientific and Industrial Research	AGN Lead Negotiator for 2015 Agreement
13	Mr. Nagmeldin Goutbi Elhassan	Sudan	Senior Researcher, Higher Council for Environment and Natural Resources	AGN Chair 2014-15
14	Ms. Selam Kidane	Sudan		Legal Advisor, AGN

European Negotiators

	Participant	Country	Affiliation	Other positions
1	Mr. Jozef Buys	Belgium	Attaché, Directorate General for Development Cooperation, Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation	Member of the Standing Committee on Finance, Alternate member on the GCF Board
2	Mr. Peter Wittoeck	Belgium	Coordinator, Head of Climate Change Section, Federal Public Service, Health, Food Chain Safety and Environment	
3	Mr. Kaveh Guilanpour	EC	Official European Commission, DG Climate Action	
4	Mr. Folke Sundman	Finland	Senior Research Officer, Ministry for Foreign Affairs	
5	Mr. Paul Watkinson	France	Chief Negotiator and Head of the Negotiating Team, Climate Branch of European and International Affairs, Ministère de l'Ecologie, du Développement Durable et de l'Energie	
6	Mr. Henrik Eriksen	Norway	Senior Advisor, Ministry of Climate and Environment	
7	Ms. Ana Cristina da Silva Carreiras	Portugal	Policy Officer, Portuguese Environment Agency, Ministry for Environment, Spatial Planning and Energy	
8	Mr. Paul Watkinson	France	Chief negotiator, Head of Climate Negotiating Team, Ministry of Ecology, Sustainable Development and Energy	
9	Ms. Johanna Lissinger Peitz	Sweden	Deputy Director, Ministry of the Environment	
10	Mr. Norbert Baerlocher	Switzerland	Head Rio Conventions, International Affairs Division, Federal Office for the Environment	
11	Mr. Peter Betts	UK	Director, International Climate Change. Department of Energy and Climate Change	

ecbi Staff and Members

	Participant	Country	Affiliation	Other positions
1	Mr. Bo Kjellén		Senior Research Fellow, Stockholm Environment Institute	Co-chair ecbi Advisory Committee
2	Ms. Achala Chandani		Senior Researcher, Climate Change Group; Team Leader, Global Climate Change Governance, IIED	Head of ecbi Training and Support Programme
3	Ms. Anju Sharma		Director, Oxford Climate Policy	Head, ecbi Policy Analysis and Publications Unit; Member, ecbi Executive Committee
4	Mr. Benito Müller		Managing Director, Oxford Climate Policy	Director, ecbi and Head of ecbi Fellowship Programme
5	Ms Karin Cheetham		Administrator, Oxford Climate Policy	
6	Ms. Sandra Freitas	Togo	Climate Analytics; ecbi Gender Strategy Officer	Technical Advisor to LDC Chair
7	Ms. Sara Swords		Seminar Moderator	

