



Pre-COP Training Workshop



5 November 2016
Radisson Blu Hotel, Marrakech

ecbi

European Capacity Building Initiative
www.eurocapacity.org

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This project is part of the International Climate Initiative (IKI). The German Federal Ministry for the Environment, Nature Conservation, Building and Nuclear Safety (BMUB) supports this initiative on the basis of a decision adopted by the German Bundestag.

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Federal Ministry
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based on a decision of the German Bundestag

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INTRODUCTION

The 2016 ecbi Pre-COP Workshop took place on 5 November 2016, at the Radisson Blu Hotel in Marrakech. It was attended by 19 negotiators from developing countries.

Achala Abeysinghe, International Institute for Environment and Development (IIED), welcomed participants. She introduced ecbi and said the pre-COP workshop aimed to introduce negotiators to the issues that will be discussed at the 22nd Conference of Parties (COP 22) to the UN Framework Convention on Climate Change (UNFCCC).

Ayman Cherkaoui, on behalf of the Moroccan COP 22 Presidency, expressed his appreciation for initiatives such as the ecbi workshop, saying they make a real difference in the capacity of negotiators to defend their national positions.

He informed participants that informal sessions had taken place in Rabat in September, and consultations on the agenda for COP 22 and the first COP serving as the Meeting of Parties to the Paris Agreement (CMA 1) are ongoing. He said several high level events will take place at COP 22, including on adaptation, finance and economic diversification. Highlighting ambition as a necessity rather than as a choice, he called for constructive, transformational and positive negotiations, aimed at demonstrating concrete results.

A round of introductions followed a brief welcome by Benito Müller, ecbi Director.

PRIORITIES FOR MARRAKECH

In his presentation on the priorities for COP 22, Mamadou Honadia, an experienced negotiator from Burkina Faso, thanked ecbi for its successful efforts to build the capacity of least developed countries (LDCs) in particular. He encouraged participants to engage actively in the workshop, and leave with a clear understanding of the UNFCCC process.

Honadia noted that there will be six meetings taking place in Marrakech during the coming two weeks: COP 22; meetings of both the Subsidiary Body for Implementation (SBI), and the Subsidiary Body for Scientific and Technological Advice (SBSTA); the Ad hoc Working Group on the Paris Agreement (APA); the COP serving as the Meeting of the Parties to the Kyoto Protocol (CMP); and CMA 1.

He highlighted the following issues as important for LDCs:

- A decision on CMA 1 – whether it should be suspended, in order to give the APA time to complete its work; and if so, whether the suspension should be limited to a fixed time frame.
- The ratification of the Doha amendment, for the second commitment period of the Kyoto Protocol to enter into force.
- Securing the future of the LDC Fund (LDCF), including predictability and adequacy of resources.
- Ensuring that the 2018 facilitative dialogue serves to raise ambition.
- Making an initiative on renewable energy and energy efficiency in LDCs part of the final package.
- Transparency of support, to ensure concrete activities on the ground.
- An early adoption of the five-year work plan for the Warsaw International Mechanism (WIM) on Loss and Damage.

Facilitating the discussion that followed, Abeyasinghe noted that the issues listed by Honadia were equally relevant for all developing countries.

A participant cautioned against turning the discussion on the suspension of CMA 1 into a “displacement activity” to block work on other issues. Another participant asked what sources of funding were available for the LDCF, and for loss and damage. A third asked what would happen if developed countries do not ratify the second commitment period of the Kyoto Protocol, and whether their commitments under the second period would then be transferred to their Nationally Determined Contributions (NDCs) under the Paris Agreement.

In response, Honadia said the issue of the suspension of CMA 1 was important to many vulnerable countries, as many of them are still in the process of ratifying the Paris Agreement. If CMA 1 convenes at the current COP, he said, they will not be able to participate to represent their constituencies. On the LDCF, he responded that replenishments were currently voluntary, and a bridge is necessary to connect the LDCF to the Green Climate Fund (GCF) to ensure predictability, adequacy and sustainability. He noted that there are currently no provisions for funds for loss and damage. On the second commitment period, he said it was uncertain what will happen if countries do not ratify the second commitment period of the Kyoto Protocol, and the future of associated bodies and processes such as the Clean Development Mechanism (CDM) is also unknown.

INTRODUCTION TO THE COP 22 AGENDAS

This session started with a presentation by Ambassador Ian Fry from Tuvalu. He said six meetings will be going on at once (COP 22, CMP 12, CMA 1, APA, SBI and SBSTA), and it will be a challenge to work out which one to attend, and how to keep track.

Ambassador Fry introduced participants to the provisional and annotated agendas on the UNFCCC website, saying the latter include information on what possible decisions could look like, and what the associated documents are. He then listed the following key elements for developing countries on the agenda of each of the six meetings:

COP 22

- Preparation for entry into force of the Paris Agreement.
- Report of the Adaptation Committee.
- Matters relating to finance, which will include a report from the GCF. The GCF’s progress will be considered and a decision will be made on how the GCF Board should proceed.
- Implementation of UNFCCC Article 4.8 (adaptation measures) and 4.9 (refers to LDCs specifically).
- Gender and climate change.

CMP 12

- Matters relating to the CDM, which are complicated by the fact that the Doha Amendment on the Kyoto Protocol’s second commitment period (2013-2020) has not come into effect, and the future of CDM is uncertain.
- Matters relating to the Adaptation Fund, which are also complicated because of the reason above. Although the Fund has a “foot in the door” with the Paris Agreement, the Parties to the Kyoto Protocol will have to decide if this is possible.
- Report of the high-level ministerial round table on increased ambition of the Kyoto Protocol commitments, held earlier in 2016. Fry said this will be an opportunity to ask why developed countries

have not ratified the Doha amendment, which was meant to be a faith building process, and an important element of a larger package.

CMA

- The CMA [agenda item](#) on matters relating to the implementation of the Paris Agreement includes a footnote listing the items on which decisions have to be taken at CMA 1. As the groundwork has not yet been completed for these decisions, there are two schools of thought: one calling for a suspension of CMA 1 for just one year to prevent delays, extending this to two years if the work is not completed; while the other supports suspending CMA 1 until 2018.

APA

- APA is meant to lay the groundwork for CMA 1, working on the rule book and on “modalities, procedures and guidelines” (MPGs) for a range of issues including further guidance on mitigation; the adaptation communications; the transparency framework; the global stocktake; and compliance.

SBI 45

- Guidance relating to the public registries under the Paris Agreement, on both mitigation and adaptation.
- A review of the Warsaw International Mechanism (WIM) on loss and damage after its two-year work programme. However, this will be challenging because WIM has not yet completed two years. It still has to develop its five-year programme, and as it has been mandated to serve the Paris Agreement, decisions will need to be taken on what elements of the WIM need to be brought under the Paris Agreement.

SBSTA 45

- The joint annual reports of the Technology Executive Committee (TEC) and Climate Technology Centre and Network (CTCN) will be considered.
- Issues relating to agriculture will be discussed.
- Matters relating to science and review will be considered, including for instance how assessments by the Intergovernmental Panel on Climate Change (IPCC) will feed into the global stocktake.

Ambassador Fry advised participants to prioritise a few issues that align with their national interests to follow, saying it will not be possible for one person to follow all these issues.

Subhi Barakat, IIED, facilitated a discussion on reconciling different views on mitigation and adaptation communications; the definition of a contact group; how differentiation can manifest itself in implementation of the Paris Agreement; and why an ad hoc group was not formed for the second commitment period of the Kyoto Protocol.

Ambassador Fry noted that procedures already exist for some of the elements that need to be discussed under the Paris Agreement, including for instance, for transparency of mitigation and for adaptation, and these can provide a starting point. On the meaning of contact groups, he explained that discussions usually start in the plenary, but the chair can decide to form “contact groups” to take discussions on specific elements forward. The chairs of the contact groups may further form informal groups, where only Parties are allowed to participate (not observers).

On differentiation, Ambassador Fry said this is a complex issue where further clarity is needed, for instance on whether all countries will have the same reporting requirements. On the Kyoto Protocol, he said the rules of the Protocol already exist – only the target setting process had stalled – and hence an ad hoc group was not needed. Honadia noted from the floor that although here is a considerable chance that the Kyoto Protocol will be dead by 2020, the second commitment period was part of a give and take between developed and developing countries, and should be honoured.

A GUIDE TO THE UNFCCC NEGOTIATIONS

This was an open question and answer session facilitated by Janna Tenzing, IIED, where participants were encouraged to ask questions for clarification.

Responding to a question on who sets agendas for the conference, Honadia said they are set by the President of the COP, with the help of the UNFCCC Secretariat and a COP Bureau.

Responding to a question on how to “make the COP easy”, Honadia recounted his own personal experiences starting in 1991, as a French-speaking delegate unfamiliar with UN procedures. Only one delegate per developing country was funded, he said, so the LDC delegates decided to pool their resources, with each delegate following one agenda item and stocktaking together regularly. Some developed countries were particularly difficult to deal with, Honadia reminisced. However, some developing countries provided leadership, helping the LDCs to understand the process while defending developing country interests.

Over time, he said, the senior delegates who had gathered experience and understanding tried to explain the process to new delegates, and to benefit from the strength of country groupings. They tried to concentrate their attention to two or three key issues. Honadia encouraged participants to contact the lead coordinator of the issue they are following, and not miss any coordination meetings. If a country disagrees with a group position, he said, the coordinator should then not express a group position. Countries always retain the right to express their reservations. He reminded participants that they shoulder the burden of representing millions.

On reconciling the pressures of their “day job” at the national level with the responsibilities of the COP, Honadia noted the importance of reporting back to national actors, including the media and regional actors. He also highlighted the challenges of coordinating the implementation of several international conventions at the national level. At the international level, he highlighted the importance of give and take in negotiations, and of networking and making friends.

On the evolving role of women in the negotiations, Honadia noted that this was not a focus issue in the early days of the Convention. Ambassador Fry pointed to women who had participated actively in the negotiations through its history.

The discussion was followed by a *tour de table*, where participants listed the items they intend to follow at COP 22. Tenzing pointed participants to the location on the UNFCCC website where an up-to-date list of meetings is maintained, and to the UNFCCC Web App.

LOSS AND DAMAGE

This session started with a presentation by Ambassador Fry. He noted that there will be some climate impacts that cannot be adapted to, and will cause loss and damage to countries. Loss and damage (L&D) deals with how to rebuild after the impacts of climate change, leading to the question of who pays for the losses. Climate change is caused by the major polluters of the world, and L&D due to climate change is over and above development needs. However, a discussion on compensation for losses occurred is poison for some countries, he said, in particular the US, as they see it as opening the door for thousands of demanding compensation and liability.

In Paris, Ambassador Fry said the Prime Minister of Tuvalu met developed country representatives many times in late night sessions to discuss L&D. First they wanted to exclude L&D altogether, but the host government (France) agreed that it should be included. Next, developed countries led by the US tried and loose it in the adaptation text. The US finally agreed to have a separate Article, as long as liability and compensation was excluded. Intense negotiations on the second last night resulted in the text of Article 8, focusing on areas of cooperation and facilitation, action and support for:

- early warning for severe weather events;
- emergency preparedness;
- slow onset events (such as sea level rise, ocean acidification, fisheries, and a slow increase in droughts);
- events that involve irreversible and permanent loss and damage (such as displacement of people);
- comprehensive risk assessment and management;
- risk insurance facilities, climate risk pooling and other insurance solutions;
- non-economic losses; and
- resilience of communities, livelihoods and ecosystems.

Outside of the Paris Agreement, Ambassador Fry said, the WIM met four times, and a joint session of the SBI and SBSTA will consider a future five-year rolling work programme. WIM had not been able to complete its work programme, however, and will report back to say so. He said it is not clear whether it would be preferable to have a short review, even if it doesn't say much; or to have a more structured review later.

Ambassador Fry noted several interesting elements of the Paris Agreement on L&D, including:

- A clearinghouse for risk transfer that serves as a repository for information on insurance and risk transfer, so countries can see what will suit their national circumstances. He said poorer countries cannot afford insurance, so rich countries have to put funds into the pool.
- The development of a task force on displacement. Ambassador Fry said Europeans were nervous of this issue because of the migration crisis, but the Paris Agreement calls on countries to “*address displacement related to the adverse impacts of climate change*”. He said Tuvalu was also proposing a resolution in the UN General Assembly for a legal regime to give protection to people affected by climate change.

Finally, Ambassador Fry listed the following key questions for COP 22 on L&D:

- Will the five-year work programme be decided at COP, or will more time be needed?
- What elements will be in the five-year work programme, and will it include mandates under the Paris Agreement? He noted attempts by the US to slow down work in this areas by bury the work programme in assessments.
- When will the PA take over the WIM?
- Where will finance come for L&D?
- Will L&D be included in the review mechanisms of the Paris Agreement?

In the discussion that followed, a participant asked when it would be realistic to talk about finance for L&D. Ambassador Fry responded that insurance, a softer compensation mechanism, must be the first step. In future, he said, some sort of solidarity fund may be needed to help countries to deal with losses.

In response to a question on whether the insurance mechanism should be under the UNFCCC, Ambassador Fry said the clearinghouse on risk transfer will be a starting point. Whether the Paris Agreement can come up with an insurance scheme remains to be seen. He pointed to other initiatives, such as the Sendai Framework for Disaster Risk Reduction 2015-2030, which deals with natural disasters, saying this runs counter to the UNFCCC, placing the onus on countries to respond. He pointed to the UN Secretary General's Climate Resilience Initiative — Anticipate, Absorb, Reshape – as a hybrid between Sendai and the UNFCCC approach.

A participant pointed out that the Steering Committee on Finance (SCF) had recently hosted a forum on L&D. In response to a question on whether some form of “limited liability” should be proposed, Ambassador Fry said developing countries may not be willing accept limited liability for climate change, which represents an existential threat for some.

CAPACITY BUILDING

Saleemul Huq, International Centre for Climate Change and Development, presented on this issue. He said although capacity building in developmeng countries has been taking place since the 1990s, mainly in the context of ‘good governance’ and ‘country ownership’ of assistance from development partners, efforts are:

- mainly short-lived project-based interventions;
- driven by development agencies, and by donor concerns;
- lack mutual accountability;
- lack country ownership;
- not sustainable in the long term, and long term capacity retention is not considered;
- sparsely funded – it is difficult to estimate how much is spent on capacity building, but funding is low; and
- not analysed for effectiveness, particularly in the climate change context.

Presenting a history of capacity building in the climate context, he said UNFCCC Article 6 is dedicated to promoting education, public awareness, public access to climate change information, public participation, and training of scientific, technical and managerial personnel. A capacity building framework adopted at COP 7 in 2001, as part of the Marrakech Accords. This emphasised the need for capacity building efforts to be:

- country-driven, based on priorities of developing countries;
- continuous, progressive and iterative;
- undertaken in an effective, efficient, integrated and programmatic manner;
- take into account the special circumstances of LDCs and SIDS;
- promote ‘learning by doing’; and
- rely on, and mobilise, existing national, sub-regional and regional institutions and the private sector, building on existing processes and endogenous capacities.

Two reviews of this framework have been carried out, and many gaps have been identified. A third is underway to recommend a draft decision to COP 22.

Article 10 of the Kyoto Protocol also provides for strengthening of research capacity, education and training of personnel in developing countries, Huq said. Remarking on the fragmented approach to capacity building, he

noted that there are about 13 thematic and financial entities involved in capacity building under the UNFCCC and Kyoto Protocol, but their efforts are scattered and carried out in a manner that is not sustainable in the long-term.

He said capacity building discussions had generally been non-controversial under the UNFCCC umbrella, until the discussions before Paris, when developing countries asked for a more integrated approach, including for international institutional arrangements. Following difficult negotiations, the Paris Agreement includes:

- Article 11 focused on capacity building;
- Article 12 dedicated to promotion of education, training and raising of public awareness; and
- A Capacity Building Initiative for Transparency under Article 13.

In addition, paragraphs 72-84 of the decision accompanying the Paris Agreement are focused on capacity building. These paragraphs call for a Paris Committee on Capacity Building (PCCB) *to address gaps and needs ... including with regard to coherence and coordination in capacity building activities under the Convention*. SBI will organise annual in-session meetings of the PCCB, which will oversee a work plan, with nine elements, over 2016-2020, and report annually to SBI and COP. Progress will be reviewed at COP 25, to consider the need for extension, the effectiveness and enhancement of the PCCB.

Huq said although dedicated, adequate and appropriately provided support is critical for capacity building, the Paris Agreement does not guarantee this support – Article 11 only uses “*should*” in the context of developed countries providing support. Although the more definitive “*shall*” is used in the context of funding for the CBIT, there is no indication on who will provide this support. The Global Environment Facility (GEF) is requested to support the CBIT as a priority reporting-related need in its sixth replenishment. CBIT will be assessed as part of the 7th review of the GEF.

Huq described the recommendations of a recent [ecbi paper on capacity building](#) that he co-authored, calling for a more permanent institutional home for capacity building. The paper proposes a “Capacity Building Mechanism” (CBM). The paper draws lessons from the Technology Mechanism, he said, and proposes that the CBM have an analytical/strategy arm and an implementation arm, overseen by a Board. The Board should have majority representation from developing countries, the main “users”.

The main tasks of the CBM would include the promoting of an institutional approach to capacity building at the national level; human resource training; networks; and metrics. The CBM would also track capacity building flows, and the channels and recipients of these flows. Linkages between the CBM and financial mechanism will be crucial to align capacity building and finance in a way that allows for the prioritisation of the agenda as articulated by developing countries, he said.

A brief discussion followed, focusing on the need for a paradigm change for capacity building.

MOCK NEGOTIATING SESSION

This session started with a short description of the hierarchy of meetings within the UNFCCC by Ambassador Fry. He said the once the agenda of a meeting is accepted in plenary, countries make statements, which are simultaneously translated to six UN languages. After the agenda is accepted, the plenary proceeds to address thematic areas. The plenary chair could then decide to assign the thematic area to be addressed either through working groups (such as the APA), or through contact groups. The latter are more informal, with no formal seating, but open to observers.

Contact groups may break further into “informal groups”, where observers are not allowed. Usually, these break-out groups have two co-chairs: one from a developing country and one from a developed country. “Spin-off” groups may also be formed, to negotiate text on a screen. Sometimes, the plenary chair may choose to form a small group called “friends of the chair” to go into smaller rooms to negotiate a sub-text. Noting that a lot of the negotiations actually take place informally, outside of these formal meetings, Ambassador Fry said a “negotiation huddle” is the latest development, where groups gather together in a huddle while plenary takes a break to try and negotiate a difficult piece of text.

A “mock negotiating session” followed, where participants were asked to negotiate draft text on the PCCB. Each participant chose a country to represent, and argued on its behalf. A feedback session took place afterwards, where the more experienced negotiators highlighted the need for more coordination between regional and country groupings; the importance of letting a group spokesperson first articulate a group position and then to express support for this position; the importance of being active rather than reactive; and the importance of coming prepared to the negotiations.

At the end of the session, participants commented on the realistic nature of the mock negotiation, with the domination of developed countries, and expressed their appreciation of the mock session as a learning process.

FINANCE

In his presentation to this session, Müller discussed ways to enhance complementarity within the financial mechanism of the UNFCCC; and the predictability of climate finance.

On enhancing complementarity within the financial mechanism, Müller noted uncertainty regarding the definition of what exactly the UNFCCC “financial mechanism” is, but said it includes the GEF, which also oversees the LDCF and the Special Climate Change Fund; the GCF; and the Adaptation Fund. He presented his ideas on how this financial mechanism could evolve.

Müller introduced the “enhanced direct access” (EDA) modality of the GCF, saying the GCF should mainly play the role of a “wholesaler” that deals with medium and large projects. It should outsource small and micro projects ideally to the country level, to avoid becoming a bottleneck by dealing with every small project proposal. The EDA modality aims to devolve decision making even further at the national level, right down to the local level, through local bank branches in the case of loans, or through district or local level authorities for grants.

Müller then described the need for the GCF to also outsource at the multilateral level, for instance to the LDCF and Adaptation Fund. He said while donors are opposed to several funds because of the transactional costs, they need to be convinced of the value of keeping the existing funds because of the value they bring.

Arrangements could be made, for instance, for the Adaptation Fund to seek accreditation from the GCF and become its retail adaptation window, thus ensuring more predictability for the Adaptation Fund.

Müller noted that the predictability of the climate finance has been a key issue in the climate negotiations. Efforts to address this through announcements such as the US\$ 100 billion figure had proven to be a “recipe for mutually assured unhappiness”, he said, particularly without any agreed definition of what can be counted towards climate finance. Instead of trying to agree criterion for what should or should not be counted as climate finance, he proposed simply counting the sums provided to the UNFCCC financial mechanism. He described a proposal in Paris to have a “joint replenishment” for the operating entities, which was not included in the final outcome.

Müller then described efforts by ecbi to seek funds from sub-national entities to widen the scope of who could be approached for multilateral funding. As a result of this initiative, he said, Quebec pledged CAD\$ 6 million to the LDCF in Paris, and attempts were underway to make this a more permanent arrangement and to widen the approach to region-wide schemes such as the [Western Climate Initiative](#) and the [Regional Greenhouse Gas Initiative](#). He said the deletion of text from an earlier draft of the Paris Agreement, on considering new sources of finance beyond bilateral and multilateral sources, was a tremendous loss.

On issues related to finance at COP 22, Müller highlighted long-term finance, the SCF report, and the review of the SCF.

On long-term climate finance, he said a resurrection of the Paris text on alternate sources or a request to the SCF to initiate a work programme on this topic should be considered. Although resource mobilisation is one of the SCF’s functions, it has not yet been operationalised. He highlighted the need to think outside the box, describing another initiative to “crowdfund” for the Adaptation Fund by seeking contributions from corporate air travellers, which could raise as much as US\$ 125 million annually. A participant noted that a ministerial high-level declaration, expected from COP 22, could be a place for this issue to be addressed.

Müller said COP 22 is also expected to consider a report from the GEF to the COP, and provide guidance to the GEF. On this issue, he highlighted efforts by the former LDC Chair to issue draft guidance to the GEF, asking for a focus on capacity building for the LDCs, focusing on helping them access climate finance from other sources by providing support to, and advice on, formulating project proposals.

Müller noted that the Adaptation Fund is facing a funding crisis due to the decrease in the demand for CDM. While the COP is expected to discuss the issue of whether the Adaptation Fund “*may serve*” the Paris Agreement, he argued that a far more critical issue is to ensure that the Fund does not starve and has a reliable source of funding. He said this could be achieved by accrediting the Adaptation Fund with the GCF as a matter of priority – the Adaptation Fund Board had sought a mandate from the CMP to consider this issue, and they should receive a response.

During a discussion facilitated by Tenzing, a participant asked why countries seek funds through the Adaptation Fund if they can seek funds directly from the GCF. Müller responded that using the GCF as a “wholesale fund” and the Adaptation Fund as an “expert retailer” will be more efficient, as the GCF does not have the capacity to deal with small projects, while this is the Adaptation Fund’s area of speciality.

In response to a question on whether the Adaptation Fund should receive the “share of proceeds” of the market mechanisms under the Paris Agreement, Müller said it is not yet clear how much will be raised in this manner, and whether the share of proceeds will be earmarked for the Adaptation Fund. Moreover, he said, the

mechanisms will take time to set up, and by this time, the Adaptation Fund will probably have starved for lack of funding.

PARIS AGREEMENT IMPLEMENTATION, PENDING ISSUES

Presenting on behalf of himself and Abeysinghe, Subhi Barakat, IIED, discussed the Paris work programme; procedural issues such as entry into force of the Paris Agreement; substantive issues such as flexibility and differentiation; thematic areas of the Paris rulebook; and misconceptions around compliance.

On the Paris work programme, Barakat said Decision 1/CP.21 delegates most of the work to the APA, but also to SBI and SBSTA. The tasks of the Paris work programme are listed [here](#), he said – much of the work is at a conceptual stage, and an updated list of the progress on work can be found [here](#).

On procedural issues, Barakat noted that the Paris Agreement entered into force on 4 November 2016. It is now operational, and its laws and obligations are operational.

The CMA will assume authority over the implementation of the Agreement when it convenes. As the governing body of the Paris Agreement, the CMA is at the same level as the COP and CMP, Barakat said. Hence, the COP cannot mandate anything to the CMA, and vice versa.

Although 100 countries have ratified the Paris Agreement, only about 80 will be Parties by the time the CMA meets, given the 30-day time lag between ratification and becoming a Party. Therefore, the remaining 20 countries may not be part of the decision-making, raising issues of inclusiveness and participation. Although it is unlikely that they will be excluded, and can share their opinions through countries who are already Party, they are likely to be at a disadvantage if any decisions must be made. CMA meets on 15 November, by which time the APA will have had meetings on how to continue the work, and some decisions on this issue may be taken by then, Barakat pointed out.

As the groundwork for the CMA to take decisions will not be done by 15 November, Barakat said most Parties are likely to agree that CMA should be suspended, but they have different opinions on whether this should be for one year, two years or longer.

On substantive issues, Barakat noted that flexibility for some countries is one way that differentiation has been operationalised in the Paris Agreement. However, it is not as explicit as the UNFCCC. All the provisions will apply to all Parties, guided by the principles of the Convention – hence equity should be infused into the development of the rules, and should be used to inform flexibility and differentiation. Many of the provisions of the Paris Agreement incorporate the language of flexibility, he said. Parties can self-differentiate what they will submit in their NDCs, but decisions will have to be made on issues such as how to operationalise flexibility in the context of transparency.

On the Paris rule book, he noted that this must address several thematic areas, including: mitigation; market mechanisms; adaptation; L&D; finance; technology; capacity building; transparency; the global stocktake; and implementation and compliance. A number of complex issues are likely to arise, such as how to reconcile commonality and standardisation with idea that Parties can determine their own NDCs; how the discussion on mitigation obligations will feed into the design of the market mechanisms; what the adaptation communications will look like; how support will be provided; and how progress will be monitored. Innovative solutions will be needed to make these processes more than just repositories of information.

Barakat highlighted the challenge of achieving balance in the work programme: for instance, a lot of Parties will focus on transparency of action, but will also need to consider transparency of support.

He said some issues, like the global stocktake, had much less detail in the Paris Agreement than others. Other presented conceptual challenges – for instance, making a facilitative, non-punitive compliance mechanism effective. Regarding the compliance mechanism, he said Parties should not be worried about the compliance arrangement infringing on national sovereignty, as compliance does not equal policing of Parties or enforcement. In any case, he said, most of the obligations under the Paris Agreement are procedural, mainly relating to reporting – there is no legal requirement to deliver and implement NDCs. The compliance process of the Paris Agreement should instead focus on the individual situations of countries, engaging to support Parties to implement their NDCs – particularly those that find themselves unable to implement their obligations.

A participant noted the need to focus on “carrots” instead of “sticks”, while another said implementation should be driven by national considerations, rather than by the international regime. He noted the need to change the perception that compliance will be punitive, highlighting efforts by the Climate Vulnerability Forum, for instance, to create a forum for South-South cooperation to enhance national-level implementation.

In response to a question on whether the entire nature of the Agreement is flexible or only implementation is flexible, Barakat said the operationalisation of the Paris Agreement is an obligation, but Parties can decide what they want to contribute, at least until there is guidance that standardises the contributions. Many of the features of the Agreement are yet to be decided, as it is currently skeletal.

In response to a question on the timing of the CMA, Barakat noted that the decision to open it on 15 November is most likely a political and tactical move to avoid procedural problems. He said CMA was expected to be suspended or closed on 18 November. While an adjournment would be temporary, he said, suspension will have more finality, indicating that the CMA will end and convene at another time.

He agreed with a participant’s comment that the transition to a low emissions development strategy may be considered as an infringement of national sovereignty, particularly if financial flows are not consistent.

Abeyasinghe responded to a question on the inclusion of low emission development strategies in the Paris Agreement, saying they were included to provide a longer-term view, in keeping with the long-term temperature goal. Another participant noted that the language on low emission development strategies in the Paris Agreement was very soft, calling on countries to strive to formulate, not implement, them. International oversight of these strategies was unlikely, he said.

The meeting ended, and participants were asked to fill in evaluation forms to help improve future training workshops.