

Developing countries caution against new terms/concepts not in UNFCCC

Bonn, 28 October (Indrajit Bose and Chee Yoke Ling) — During the last climate talks in Bonn, developing countries cautioned against the introduction of new terms and concepts in the draft agreement to enhance climate actions expected to be adopted in Paris in December.

The Ad Hoc Working Group of the Durban Platform for Enhanced Action (ADP) of the United Nations Framework Convention on Climate Change (UNFCCC) met on 19-23 October in Bonn, the penultimate meeting before the final negotiations session in Paris that begins on 30 November.

In discussions on Article I of the draft agreement titled 'definitions' there were divergences over whether to include some definitions such as on 'REDD+' and 'climate forcers'. While all Parties were of the unanimous view that it was premature to discuss definitions, the consensus ended there.

(REDD+ refers to Reducing Emissions from Deforestation and Forest Degradation including the role of conservation, sustainable management of forests and enhancement of forest carbon stocks.)

The most contentious issue was a placeholder for the phrase "countries in need of support". Reacting to the proposal, **Malaysia for the Like Minded Developing Countries (LMDC)** said Parties must avoid creating a change in the Convention itself by introducing new concepts such as 'countries in need of support'. "We cannot amend the Convention by a side window," said Malaysia.

[The use of the concept of 'countries in need of support' in the context of finance would be a dilution of developed countries' commitment to provide new and additional financial resources, based on their historical responsibility in emitting

greenhouse gases resulting in climate change, to developing countries to undertake climate actions especially adaptation to climate change.

The UNFCCC refers to 'developing country Parties' and 'developed country Parties and other developed Parties' (primarily countries with economies in transition). There is also an agreed allocation of commitments based on the historical responsibilities and capabilities for climate actions of developed country Parties and other developed Parties listed in the Convention's Annex I for greenhouse gases emission reductions and Annex II for the provision of new and additional financial resources for agreed costs to developing countries as provided in the Convention. Hence the Convention's basic principle of common but differentiated responsibilities.]

According to **Saudi Arabia speaking for the Arab Group**, if (Parties' definitions) insertions are to be retained perhaps it is time to collect the ideas of missing terms that Parties been using that have not been fully defined, raising climate finance as an example. However, Saudi Arabia said the basic rule was that Parties stick to the definitions they were familiar with under the Convention and it was not the time to introduce new concepts. It asked for a placeholder for 'climate finance' and said it would give a definition later.

Brazil too was of the view that there is no need for a new category of countries and thus there was no need to have the placeholder.

There was also considerable divergence over defining 'developed country Party' and 'developing country Party'. While some Parties such as Turkey wanted developed and developing countries to be defined as reflecting their economic realities, **Malaysia on behalf of the LMDC** said to know these terms, Parties have to go back to the

Convention. “We propose that developed country Party means developed country Party under the Convention and developing country Party means developing country Party under the Convention,” said Malaysia.

Rejecting the LMDC proposal, **Turkey** said the new agreement should provide clarity on developed and developing country Parties. It said the new agreement must reflect current economic and social realities. The UNFCCC does not provide a definition of developed and developing countries, and relying on the annex system would be incorrect to reflect differentiation. The Convention is some 20-odd years old, so the Paris agreement should provide a definition of developed and developing countries, it said.

(Turkey is one of the founding members of the OECD and included in the UNFCCC Annex I and Annex II. In 2002 it succeeded to be removed from Annex II as a financial resources provider, and it continues to seek removal from Annex I that commits Parties to emissions reduction targets.)

In response, **India** said the reason for including developed country Party and developing country Party was that they repeatedly occur in the text. “It is important to contextualise it. We are working towards the implementation of the Convention. While some of us have different notions and some spoke of economic realities, we need to have a better understanding. It is in the historical context that our proposal is based,” said India.

China added it might be useful to learn from the experience of the Kyoto Protocol (to the UNFCCC), saying that it might be difficult to reach agreement on a new definition of the category of countries. “Let us use the definition used in the Kyoto Protocol for Annex I Parties. If Parties have difficulty in reaching an agreement on the definition of developed country Parties and developing country Parties, then we should use Annex I and that implies the definition of non-Annex I countries,” said China.

(The Kyoto Protocol has the following: “*Party included in Annex I*” means a Party included in Annex I to the Convention, as may be amended, or a Party which has made a notification under Article 4, paragraph 2 (g), of the Convention.

The UNFCCC provides for Parties to join Annex I on a voluntary basis. Commitments of Annex I and non-Annex I Parties are spelt out in Article 4

of the Convention.)

Turkey said there is no clear definition in the Convention or in the Kyoto Protocol of developed and developing country Party. As an alternative, it proposed that developed country Party means developed country Party under the UN system and developing country Party means developing country Party under the UN system. It said the definition was better and more useful since Parties are under the UN system.

India said there is nowhere in the UN system where a definition of developed countries and developing countries exists. Kyoto Protocol did not have the notion of Annex 2, so we have to define both in terms of Annex I and Annex 2. It said for clarity Parties could reflect in terms of Annex 1 and Annex 2.

The **United States** said that a Party means a Party to the agreement, which was self-evident. It said the proposed definition is incorrect and Parties cannot refer to that. “Do we want to engage in that conversation here, or do we see what the agreement has come up with?” asked the US adding that Parties had not talked about whether there are annexes in the Convention or annexes to the agreement that have yet to be defined.

A senior developing country negotiator told Third World Network that the annexes in the Convention are based on responsibilities for historical emissions, not the level of economic development. “This is why even those G77 or ex-G77 countries that have joined the grouping of developed countries, the OECD, remain non-Annex I countries under the Convention. There is no clear definition of what is a developed or developing country in the whole UN system. From these differentiated responsibilities flow the legal obligations to provide finance, tech transfer etc. Common but differentiated responsibilities is reflected in all articles of the Convention,” the negotiator said.

In the final version of the text which emerged from the Bonn session on 23 October, and which will be the basis of negotiations in Paris (30 November to 11 December), the text pertaining to the definition of developed and developing country Party reads:

[“Developed country Party” means a developed country Party [under the Convention] [within the meaning of this Agreement] [under the UN system];]

The above will be up for negotiations in Paris.

REDD+ and other definitions riddled with contention

There was also divergence around the definitions of REDD+, “climate forcers” and emissions reduction as well.

REDD+ was defined as follows:

["REDD+" means a mechanism aimed at reducing emissions from deforestation and forest degradation and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries that is based on the Warsaw Framework for REDD+ and relevant decisions of the [Conference of the Parties];]

Climate forcers was defined as follows:

[Climate forcers: compounds or group of compounds that contribute to climate change. This contribution can be measured through their radiative forcing (W/m²). They are well-mixed and near-term greenhouse gases, aerosols, or particles;]

Emissions reduction was defined as follows:

["Emission reductions" means the sum of all reduced emissions and increased carbon stocks;]

Brazil said climate forcers is a scientific idea and it did not see the need for a definition since it is not covered by the Convention. It did not see the need to define emissions reduction under the agreement either. “Since we are operating under the Convention, the definitions under the Convention are valid,” it said. On REDD+, it said that the framework agreed to in Warsaw was self-explanatory and it did not see the need to add it to the definitions.

Malaysia for LMDC said that definitions are a matter of convenience and we don’t need to put it in each time. “That means we need to know what appears in the text. We don’t know if climate forcers will apply. While there was a proposal for that, there were considerably views on its inclusion, so it would be premature to include it here,” it said. Malaysia agreed with Brazil in that Parties should look at definitions under the Convention, without creating further definition of words.

Supporting LMDC, **Bolivia** said that inclusions such as forcers and REDD+ were completely inappropriate to incorporate. It said that REDD+ was a mechanism and it’s not in the definition that Parties would establish a mechanism. It is one approach along with different approaches under

the Convention and Bolivia did not agree with introducing new issues beyond the agreement and beyond the Convention.

Bolivia introduced a paragraph on joint mitigation-adaptation (JMA). It described JMA as a mechanism for the implementation of joint mitigation and adaptation actions for the integral and sustainable management of forests that is an alternative to REDD+ and to results-based payments.

Mexico said while it understands that definitions would be based on what is in the agreement, it is important to have effective matters in the definitions and not just practical matters. It hopes that Parties would look at science as a key guiding force when they pass it into legal language. Mexico asked for all the proposals to be retained.

Speaking for the **Coalition of Rainforest Nations, Panama** said that a definition of REDD+ would be necessary in the agreement if the acronym is referred to in parts of the agreement.

Speaking for the **Least Developed Countries, Angola** said it is important to ensure that the text reflects all these insertions Parties wished to make and asked for all the insertions to be retained.

The United States was not sure why Parties should point out REDD+, which is clearly understood. Climate forcers is another such term. “We are working hard to address climate forcers but not sure what their application is for the agreement,” it said.

The Russian Federation said it did not agree with the additions and there was no justification for inserting a definition on emissions reduction.

The **European Union** said the conversation was pre-mature to have and that Parties should be using their time to discuss substance rather than negotiating definitions.

Speaking for the **Africa Group, Sudan** said it did not want to pre-judge the Paris agreement and that it did not want to introduce new definitions. It said that there should be a governing body but that it did not want to signal that the CMA would be that body for the purpose of the agreement.

CMA was defined as follows: “CMA” means the Conference of the Parties serving as the meeting of the Parties to this [Agreement]; ...

Sudan said that it is only for the sake of

negotiations that Parties were referring to the Paris outcome as the 'Paris agreement'. It could be a protocol, so Parties did not need to pre-judge (the nature of) the agreement. That is how the word agreement was put within brackets.

[The normal treaty practice is that when a protocol is established under a Convention, the Conference of the Parties would act as the Meeting of Parties to the protocol, thus for the Kyoto Protocol under the UNFCCC the term used is Conference of

Parties acting as the Meeting of Parties to the Kyoto Protocol (CMP).]

Co-Chair Ahmed Djoghlaif (Algeria) said he was trying to take stock of the proposals and that the Co-Chairs were only noting the proposals and that it was not a negotiations session.

(With inputs from Hilary Chiew)