

1.5°C

USD 600b by 2025
Separate L&D Finance
Long Term Finance
Human Rights
Gender Justice

CLIMATE JUSTICE

CLIMATE DIPLOMACY
TOWARDS COP 27

ARTICULATING CSOs
POSITION TOGETHER



Imprint

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Declaration

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**WORLD LEADERS
LAST CALL FOR
CLIMATE ACTION**

**COP 27 SHARM EL-SHEIKH
6-18 NOVEMBER 2022**



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ACRONYMS

AF	Adaptation Fund	IsDB	Islamic Development Bank
AfDB	African Development Bank	ITMO	Internationally Transferred Mitigation Outcomes
AIIB	Asian Infrastructure Investment Bank	LDCF	Least Developed Countries Fund
BRI	Belt and Road Initiative	LDFP	Loss and Damage Finance Facility
CBDR-RC	Common But Differentiated Responsibilities and Respective Capabilities	LT-LEDS	Long-term Low Greenhouse Gas Emission Development Strategy
CDM	Clean Development Mechanism	LTS	Long-term Strategy
CEDAW	Convention on the Elimination of All Forms of Discrimination against Women	MDB	Multilateral Development Bank
CMA	Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement	MIE	Multilateral Implementing Entity
CMP	Conference of the Parties serving as the Meeting of the Parties to the Kyoto Protocol	MPG	Modalities, Procedures, and Guidelines
DAC	Development Assistance Committee	MWP	Mitigation Work Program
EBRD	European Bank for Reconstruction and Development	NAP	National Adaptation Plans
EIB	European Investment Bank	NDA	National Designated Authority
EU	European Union	NCQG	New Collective Quantified Goal
GCF	Green Climate Fund	NDB	New Development Bank
GGA	Global Goal on Adaptation	NDC	Nationally Determined Contributions
GHGs	Greenhouse Gases	NIE	National Implementing Entity
GlaSS	Glasgow-Sharm el-Sheikh Work Programme	ODA	Official Development Assistance
GNI	Gross National Income	OECD	Organisation for Economic Co-operation and Development
GST	Global Stocktake	OMGE	Overall Mitigation in Global Emissions
HSBC	Hongkong and Shanghai Banking Corporation	PAWP	Paris Agreement Work Programme
ICCPR	International Covenant on Civil and Political Rights	REDD	Reducing Emissions from Deforestation and Forest Degradation
ICESCR	International Covenant on Economic, Social and Cultural Rights	SBI	Subsidiary Body for Implementation
ICJ	International Court of Justice	SBSTA	Subsidiary Body for Scientific and Technological Advice
IDBG	Inter-American Development Bank Group	SCCF	Special Climate Change Fund
IIASA	International Institute for Applied Systems Analysis	SCF	Standing Committee on Finance
IMF	International Monetary Fund	SNLD	Santiago Network on Loss and Damages
INC	Intergovernmental Negotiating Committee	UDHR	Universal Declaration of Human Rights
IPCC	Intergovernmental Panel on Climate Change	UNEP	United Nations Environment Programme
		UNFCCC	United Nations Framework Convention on Climate Change
		UNGA	United Nations General Assembly
		UNHCR	United Nations High Commissioner for Refugees
		WBG	World Bank Group
		WIM	Warsaw International Mechanism for Loss and Damage
		WMO	World Meteorological Organisation

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EXECUTIVE SUMMARY

The 27th Conference of the Parties to the UNFCCC from November 6 to 18, 2022 in Sharm El-Sheikh, Egypt will carry the legacy of the past climate negotiation, and will build on the Glasgow Climate Pact that was agreed at COP 26 in 2021. The COP, already termed ‘implementation COP’, is expected to yield actionable outcomes on the issues that the Glasgow Climate COP in 2021 failed to deliver.

Nonetheless, the Glasgow COP has succeeded in resolving many debated issues under Article 6 of the Paris Agreement, finalized the Paris Rulebook and made the Agreement fully operational. However, the COP failed to agree upon the establishment of a L&D Finance Facility for addressing L&Ds on the ground, scaling-up long-term finance to previously committed USD 100 billion per annum from 2020, governance of the Warsaw International Mechanism on Loss and Damage associated with the impacts of climate change and integrating human rights in all the climate actions.

What was most important, the COP 26 failed to mobilize political commitment for enhanced emission reductions coherent to limiting the global average temperature rise to 1.5 degrees Celsius, compared to the pre-industrial level. Though the number ‘1.5 degrees Celsius’ survived politically in COP 26 decisions, the only accountable measure for achieving this number (i.e., enhanced emission reduction under the NDCs) is far short from the requirement.

Against this milieu, the CSOs and climate justice activists from Bangladesh have articulated their position vis-à-vis several issues envisaged as preponderant for the COP 27, which has been briefly narrated in this section.

ENHANCED EMISSION REDUCTION TARGETS

Phasing out coal is mandatory

A synthesis report on the NDCs submitted by the 193 Parties to the Paris Agreement, including 24 updated or new NDCs submitted after Glasgow COP, predicts increase of emissions by 10.6 percent by 2030, compared to 2010 levels. Even the full implementation of the submitted NDCs could put the world on track for around 2.5 degrees Celsius of warming by the end of this century (UNFCCC, 2022). We demand:

- That the COP 27 set a mandatory timeline for submitting ‘long-term mitigation strategies (LT-LEDS) by all the Parties. It is important to have LT-LEDS from all the Parties to make them accountable towards a low-emission pathway and a net-zero economy by 2050;
- A new margin of ambitious NDCs coherent to the 1.5-degrees Celsius target and an option to update and scale-up targets biennially to comply with the mitigation requirements;
- Establishment of a clear road-map on the implementation of NDCs with a clear guideline on its implementation should be established to ensure a just energy transition that respects human rights, children’s rights, while also ensuring increased access the energy-poor people and communities to the clean, reliable and affordable energy as emphasized by the SDGs;
- A political agreement and declaration on banning coal-fired power plants now, and phase out of all other fossil-fuels by the end of 2040. There also should be a reporting framework to monitor emission reduction commitments by the Non-Party Stakeholders.

ADAPTATION AND ADAPTATION FINANCE

Fulfill commitments to make the efforts effective

Scaling up adaptation action is always a priority for countries that already are struggling with the disproportionate impacts of climate change. The Glasgow COP, likewise the previous ones, failed to long-back promise of the developed countries on jointly mobilizing USD 100 billion per year from 2020. We urge for:

- A permanent agenda item on Global Goal on Adaptation (GGA) as the mandate of GlaSS will end in 2024. This is required to scale-up transformative and locally-led adaptation activities with need and grant-based financing;

- A delivery plan on the commitment of doubling adaptation finance from 2019 levels by 2025, and fulfill the delivery gap of the previously committed annually USD 100 billion that by now culminated to USD 600 billion to be delivered by 2025.
- Ensuring a 50:50 balance in the delivery of adaptation and mitigation finance. For too long, adaptation finance has been far outpaced by mitigation finance.

LOSS AND DAMAGE

Dedicated financing facility is a must

One of the major failures of COP 26 was not being able to decide and establish a dedicated Loss and Damage Finance Facility (LDF); the COP only acknowledged the need for scaling-up action and support on Loss and Damage associated with the adverse impacts of climate change. COP 26 also couldn't agree on the actions and support to advance work of the Santiago Network on Loss and Damages (SNLD) that was established by a decision of COP 25 in 2019 for the "implementation of relevant approaches for averting, minimizing, and addressing loss and damage at the local, national, and regional level.

- L&D should be included as a permanent agenda item of COP and CMA and treated as an indicative pillar of achieving mitigation and adaptation goals;
 - Establish a separate L&D Financing Facility, ideally under the COP. This Facility should support the work of the SNLD, WIM and the national mechanism for addressing L&Ds. L&D Financing Facility must be resourced with new, additional and grants-based finances;
- Part of L&D finances should be dedicated to addressing secondary and tertiary impacts that essentially result in poverty, inequality, socio-cultural discrimination, gender-based violence, involuntary migration and denial of marginalized and indigenous peoples' rights. The Glasgow Dialogue established at COP 26 and scheduled to end its task by 2024, must consider a direct means of support to the people and communities that are being disproportionately burdened with both economic and non-economic losses and forced to compromise their basic human rights;
 - As the L&Ds are variable with the mitigation and adaptation actions, L&Ds should be integrated to the first Global Stocktake scheduled in 2023, and also to the Global Goal on Adaptation;
 - We demand full operationalization of the Santiago Network on Loss and Damage (SNLD) with its governance and institutional structure under an Advisory Body/Board at COP 27, and the WIM's governance under both to the COP and CMA.

HUMAN RIGHTS PROTECTION

Need an international policy instrument

As of now, there is no international legal instrument or framework that could safeguard the rights of the climate victims. Hence, on human rights issues, the agenda worth taking place at COP 27 be:

- A new legal and institutional framework on integrating human rights should be defined under the UNFCCC; the UNHCR's Special Rapporteur on Human Rights and Climate Change could facilitate the process.

A NEW COLLECTIVE QUANTIFIED GOAL ON LONG TERM FINANCE

Should be need-based, additional and necessary

The current practices of providing climate finance are neither need-based and predictable nor a necessary obligation for the developed countries. The key mandate of a new collective quantified goal (NCQG) is to estimate an amount based on the needs and economic realities of the developing countries rather than set an arbitrary figure dictated by the developed countries.

- Financing climate actions in the vulnerable communities and countries should be considered need-based and compulsory rather than voluntary and arbitrary;
- A new collective quantified goal (NCQG) on long-term finance should be set, which will provide a specific and separated assessment on the financial requirements for NAP and NDC implementation, and addressing L&Ds in different emission reduction scenarios;
- The climate finances, especially the adaptation finances, must be grants-based, new and additional over and above the ODA that the developed countries committed in 1970 to support socio-economic development of the LDCs. The NCQG process should establish an accountable and transparent reporting system to have segregated information of the sources, channels and instruments of climate finances;
- NCQG should include a directive on providing grants to the already indebted most vulnerable countries to ensure that the climate finances don't increase debt burden on them and protect them from the illicit financing instruments.

GLOBAL STOCKTAKE (GST)

This Must be based on limiting global warming to 1.5 degrees Celsius

The GST, scheduled to take place every five years, has a strategic importance for scaling-up mitigation ambitions of subsequent NDCs to the level required to achieve the long-term goals of the Paris Agreement.

- The GST must consider limiting global warming to 1.5 degree Celsius as the baseline of technical assessment and presenting the findings, and should build on the best available scientific information of climate

change impacts and their residual effects extended to secondary and tertiary risk levels;

- The GST dialogue should take stock of the progress as well as gaps in mitigation and adaptation actions, and delivery of finance and other support, while taking into consideration gaps in finances required;
- The GST outcomes must integrate protection of human rights, including the rights of women, indigenous peoples and rights of the workers who are disproportionately vulnerable and will be forced to compromise basic human rights by increased impacts or by unjust energy transition.

TRANSPARENCY AND COMPLIANCE

Address capacity gap of the developing countries

The COP24 in Katowice in 2018 adopted the 'modalities, procedures and guidelines (MPGs)' for the transparency framework, and lately, the COP 26 in 2021 adopted Transparency Guidance. Essentially, the enhanced transparency framework (ETF) and submission of the first biennial transparency report (BTR) by 2024 will enhance accountability in implementation of actions and support.

- 'Capacity gap' of the developing countries in information/data generation and reporting is always a concern;
- Ensure human and institutional capacity building support to the developing countries to enable them to comply with the reporting requirements;
- We demand a robust review on the implementation of actions, providing segregated (sector and country specific) information and making them available in public domain.

KEY CHALLENGE

Double Standard in Mitigation Action

While countries commonly welcomed the definitive goal of limiting global average temperature rise to well below 2-degrees Centigrade as articulated in the Paris Agreement, however, they are yet to be politically motivated to achieve the goal set under the Agreement. The developed country Parties has sequentially been delaying to address their historical (ir) responsibility and the advanced developing countries, present-time big emitters, are denying their current responsibility of aggravating the climate change to a further extent. Both of them consider global climate actions preventive to their national economic growth and development, hence continue relying either on fossil-fuel consumption or export.

Some countries are also found taking extremely dubious positions. They are cutting down domestic levels of carbon emission, and at the same time, aggressively financing dirty projects in other countries. For instance, China, currently responsible for the one-fourth of the global emission, is divesting from coal to renewables, while simultaneously continuing progressively financing coal-fired power projects globally through its Belt and Road Initiative (BRI). Currently, as many as 60 Chinese-financed coal plants are in the pipeline. In conjunction, it will emit 276 mega tonnes of carbon equivalents annually (The Diplomat, 2020). In a similar tone, the Multilateral Development Banks (the World Bank, IMF, ADB, AIIB, NDB) are continuing financing the coal-projects through their loan intermediaries, though all of them have expressed commitments to align their financial flows to the Paris Agreement goal.

KEY CHALLENGE

The hegemony of neo-liberal policy instrument in climate financing

Literally, the COP decisions, which are non-binding, provide a systematic scope to the developed countries to escape legal obligation and procedurally deny the moral obligations of providing new and additional finances. Moreover, they follow and nurture a double-standard by imposing and instituting complicated modalities in the governance and management of climate funds. For instance, while the developed country Parties favored a simplified procedure and 'business-as-usual' governance for accessing the MDB's climate finances as well as the bi-lateral development finances, contrary to this, they introduced a set of complex procedures and fiduciary requirements (e.g., arrangement of new institutions with accountable governance) for accessing the climate funds (the Adaptation Fund and the Green Climate Fund). The GCF, with a relatively larger portfolio currently of USD 11.3 billion, are not entirely grant-based, they are business focused, fervent to the co-financed projects and highly tied-up with the structural barriers.

Leaving the UNFCCC-managed climate funds less resourced and bureaucratic, the developed countries have been channeling climate finances either through the MDBs or directly to the developing country governments bi-laterally as part of fulfilling their ODA commitment. MDBs' loan and other tricky financings instruments like: line of credit, guarantee, equity, etc. are in a complete mismatch with the demand of the developing country Parties that have long been arguing for 'new and additional' (on top of the existing ODA commitments) grant financing for addressing additional burden of climate change.

Legitimizing the MDBs, the neo-colonial instruments, as the operating entity of the climate finance is nothing but remodeling of aid politics of the developed countries. While, given the notion of differentiated (historic) responsibilities, the costs for developing country adaptation cannot be repaid by loans, nor even by 'grants', they at least oughtn't be used as the tools of hegemony of creating or sustaining the so called 'donor-recipient' or 'patron-client' relationship.

POWER OF STRUGGLE

CSOs and youth movement

The potential role of NGO/CSOs in climate change negotiation has become prominent with the delayed action and frail political leadership, which have been observed since the Kyoto Protocol entered into force in 2005. Over the years, CSOs, with their observer status, evolved as a strong complementing force to the COP process. Again, since the adoption of Paris Agreement, the CSOs role in climate negotiation and movement has become widespread and powerful ever. Within a few years, many groups and movements namely Fridays for Future, Extinction Rebellion, Climate Justice Now, etc. have emerged, who forced many of the national governments to declare climate emergency.

While the CSOs movements seem to be successful in establishing the cause for climate justice in the global negotiation, justice will not be established until the unjust and unsustainable development practices, built on the neo-liberal policy instruments, are challenged. The very neo-classical 'development dogma', that still considers fossil-fuels for fueling the development activities, must be opposed anywhere and everywhere.

**Emission
Reduction**
Equity
CBDR-RC
Address Adverse Effects
**Protect the
Climate System**

UNFCCC
**THE FRAMEWORK WHICH
THE NEGOTIATION BUILDS ON**

The political discussion for addressing human-induced climate change began in 1988 at the United Nations General Assembly that adopted a resolution 43/53 calling the member States to take necessary and timely actions to deal with climate change within a global framework.

In the very same year, the United Nations established an Intergovernmental Panel on Climate Change (IPCC) to assess the magnitude, estimate impacts and propose strategies for responding to climate change. The IPCC's first assessment report in 1990 confirmed 'human activities' as the key causes of unprecedented rise in global average temperature, compared to the pre-industrial levels, and recommended global political directives to address and revert from the crisis. The UN General Assembly in 1990 noted the IPCC's findings as serious concern and established an Intergovernmental Negotiating Committee for a Framework Convention on Climate Change (INC). The INC's framework convention that came to be known as the United Nations Framework Convention on Climate Change got wider political acceptance with an endorsement of 158 countries at the UN's Rio Conference in Brazil in 1992. The Convention entered into force on 21 March, 1994 and became the universal one currently with 197 Parties.

The Convention sets its ultimate objective (Article 2) "to achieve, stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic [originating in human activity] interference with the climate system".

The Convention emphasizes achieving emission-cap limits within a time-frame, which would be sufficient to allow ecosystems to adapt naturally to climate change, to ensure that food production is not threatened and to enable economic development to proceed in a sustainable manner. The Convention notes that the largest share of historical and current global greenhouse gases (GHGs) emissions originated in the developed countries,

and provided an incremental space in the share of future emission scenario for the developing countries to continue economic growth and to meet their social and development needs.

To achieve the stated objective, the Convention sets 5 principles to guide the Parties in deciding and implementing actions, requiring the developed countries to take the lead in combating climate change on both fronts e.g., limiting and reversing global emissions and the consequent impacts. Box 1 presents UNFCCC principles for addressing climate change.

Working out the extent, modalities and dimensions of this commitment, the Convention requires the country Parties on category-basis to act in conformity with an overarching principle “common but differentiated responsibilities and respective capabilities (CBDR-RC)”, while addressing climate crisis.

The Convention established a supreme authority of the country Parties under ‘Conferences of the State Parties (COP)’ to take decision on the

Box 1: UNFCCC Principles for Addressing Climate Change

- i) Protect the climate system for the benefit of present and future generations of humankind on the basis of equity and in accordance with common but differentiated responsibilities and respective capabilities of the Parties. This requires the developed country Parties to take the lead in combating climate change and the adverse effects thereof,
- ii) Provide full consideration to the specific needs and special circumstances of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change, and would have to bear a disproportionate or abnormal burden,
- iii) Take precautionary measures to anticipate, prevent or minimize the causes of climate change and mitigate its adverse effects. Where there are threats of serious or irreversible damage, lack of full scientific certainty should not be used as a reason for postponing such measures,
- iv) Integrate required measures to protect climate system to national development programmes while also promoting sustainable development and not compromising economic development, which is essential for adopting measures to address climate change, and
- v) Cooperate and promote a supportive and open international economic system that would lead to sustainable economic growth and development in all Parties, particularly developing country Parties, thus enabling them better to address the problems of climate change.

Note: Adapted from the UN Framework Convention on Climate Change (UN 1992)

implementation of activities aligned to its ultimate goal, and in accordance with its principles. Since the ratification of the UN Convention on Climate Change (UNFCCC) in 1994, the Conference of the Parties have succeeded to yield two agreements namely the Kyoto Protocol and the Paris Agreement.

The first one, the Kyoto Protocol, adopted at COP 3 in 1997, made the industrialized countries and the countries in transition (known as Annex I parties under the UNFCCC) obliged under a legally binding commitment to such a market economy that would reduce economy-wide emissions of six heat-trapping GHGs by an average of 5 percent below 1990 levels in 2008-2012 (the first commitment period), with specific targets varying from country to country based on both nationally originated and a market-based mechanism.

The Kyoto Protocol entered into force on 16 February 2005. The Protocol was extended to 2020 by an amendment called the 'Doha Amendment to the Kyoto Protocol' in 2012 at COP 18. Many Annex I country Parties that participated in the Kyoto's first round did not take on new targets in its extended period that entered into force on 31 December 2020, on the same day the commitment period ended.

The second one, the Paris Agreement adopted at COP 21 in Paris in 2015 required all the Parties to contribute to the emission reduction with progressively scaled-up targets communicated by their nationally determined contributions-NDCs to be coherent to limit the global average temperature rise to well below 2-degrees Celsius, preferably to 1.5 degrees Celsius, compared to the pre-industrial level. The agreement was adopted by 196 Parties at COP 21 and entered into force on 4 November 2016.

Aside from the mandatory implementation of an increasingly ambitious mitigation actions, communicated by the 5-year cycle NDCs, the Agreement also made a non-mandatory requirement to the Parties to develop a long-term low greenhouse gas emission development strategy (LT-LEDS) to provide a long-term horizon to the NDCs. The Agreement also provided a framework for financial, technical and capacity building support from the developed countries to the developing ones to implement activities towards mitigation, adaptation and addressing loss and damages.

The Agreement was hailed for its inclusiveness and setting a legally binding target of limiting global average temperature rise, while also being criticized for the flexibility provided to the country Parties to determine their emission reduction 'contributions' (in lieu of commitments) voluntarily and considering the national circumstances (in lieu of respective capabilities).

Such flexibility, arguably, are helping the historical emitters and the current big emitters to evade one of the key principles of addressing climate change — equity and common but differentiated responsibilities and respective capabilities.

COP 27

An overview of the agenda items

Climate negotiation at COP 27 would follow three different streams, i.e., Conference of the Parties to the Framework Convention on Climate Change (COP), Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA), and Conference of the Parties serving as the Meeting of the Parties to the Kyoto Protocol (CMP). They are respectively COP 27, CMA 4 and CMP 17. Figure 1 presents the agenda items of COP 27.

CONFERENCE OF THE PARTIES TO THE CONVENTION (COP)

- Matters related to Adaptation: a) Report & review of the Adaptation Committee b) Warsaw International Mechanism for Loss and Damage
- Matters related to finance: a) Long-term climate finance, b) Report and guidance of Green Climate Fund and Global Environment Facility, c) Seventh review of the Financial Mechanism, d) Matters related to funding arrangements for addressing loss and damage
- Matters related to the development and transfer of technologies
- Capacity building
- Report of the forum on the impact of the implementation of response measures
- Second periodic review of the long-term global goal under the Convention and of overall progress towards achieving it
- Gender and climate change

CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF THE PARTIES TO THE PARIS AGREEMENT (CMA)

- Matters related to the work program for urgently scaling up mitigation ambition and implementation (MWP)
- Financial and technical support to developing country Parties for reporting and capacity-building
- Matters related to Adaptation
- Report & review of the Adaptation Committee
- Warsaw International Mechanism for Loss and Damage
- Matters related to finance: a) Guidance of Green Climate Fund and Global Environment Facility, b) Matters related to Adaptation Fund, c) New collective quantified goal on climate finance, d) Matters related to funding arrangements for addressing loss and damage
- Development and transfer of technologies and implementation of the Technology Mechanism: a) Joint annual report of the Technology Executive Committee and the Climate Technology Centre and Network
- Report of the forum on the impact of the implementation of response measures
- Matters related to article 6 of the Paris Agreement
- Capacity-building under the Paris Agreement

CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF THE PARTIES TO THE KYOTO PROTOCOL (CMP)

- Matters related to Clean Development Mechanism
- Report and review of the Adaptation Fund
- Capacity-building under Kyoto Protocol
- Report of the forum on the impact of the implementation of response measures
- Report of the Compliance Committee
- Report on the high-level ministerial round table on the increased ambition of Kyoto Protocol commitments

Figure 1: Agenda items of COP 27

THE PARIS AGREEMENT

KEY ELEMENTS AND PROGRESS OF IMPLEMENTATION

THE PARIS AGREEMENT

An overview of the key elements

The Paris Agreement has charted a new course, comprising of three basic elements e.g., mitigation, adaptation and Loss and Damage (L&D) to address climate change. Yet, the key aspect of addressing climate change, as emphasized by Article 2 of the Agreement, is limiting global average temperature rise to well below 2 degrees Celsius above the pre-industrial levels, and pursuing efforts to limit temperature rise to 1.5 degree Celsius by the end of this century.

Article 3 requires the Parties to undertake and communicate ambitious emission reduction efforts as nationally determined contributions to the global response to climate change, while recognizing that the developing country Parties need support for the effective implementation of the Agreement.

Aligning to limiting global average temperature rise to 1.5 degrees to <2-degrees; Article 4 of the Agreement requires the countries to reach the 'global peaking' of GHGs as soon as possible and achieve 'carbon neutrality' in the second half of the century. The Article requires the developed countries to lead the process to be followed by the developing ones. It also requires the Parties to apply two complementary measures for emission reduction: i) deeper cut of the anthropogenic emissions (i.e., mitigation), and ii) removing/trapping GHGs by sinks and reservoirs.

On anthropogenic emission reduction, Article 4 furthermore establishes binding commitments by all the Parties to undertake domestic measures for progressive mitigation actions communicated by their NDCs every 5 years. Aligning to the Convention's CBDR-RC principle (common but differentiated responsibilities and respective capabilities), the Agreement

directs both the developed and developing countries respectively to: i) lead mitigation efforts by undertaking absolute economy-wide emission reduction targets and ii) continue enhancing their mitigation efforts. The article also encourages the latter country group to move towards economy-wide targets over time in the light of different national circumstances (UNFCCC, 2016). Parties are also encouraged to conserve and enhance sinks and reservoirs e.g., forests, wetlands etc. to complement the mitigation efforts as stated under Article 4.

To encourage higher emission reduction efforts through voluntary cooperation among/between the Parties, the Paris Agreement introduces two different measures namely: i) market-based mechanism and b) non-market approaches (Article 6). The specific Article sets out the principles for environmental integrity, including transparent and robust accounting for using the mitigation outcomes originating from the market-based mechanisms, and also defines a framework for non-market approaches in the context of sustainable development and poverty eradication.

In relation to assessing the achievement of limiting global average temperature rise to 1.5 degrees to <2-degrees Celsius, the Agreement introduces a 'Global Stocktake' (GST) that will indicate progress (or regress) towards the Paris goal of limiting average temperature rise. The first GST is scheduled in 2023 and every 5 years thereafter (Art 14). Parties are required to undertake enhanced actions and international cooperation on emission reduction as indicated by the GSTs.

On adaptation actions, the Paris Agreement establishes a 'Global Goal on Adaptation-GGA' that aims to significantly strengthen national adaptation efforts, including through support and international cooperation. The GGA is strategically important as its implementation is implied to all the Parties, and is aligned to the global goal of limiting temperature rise. Hence, all the countries are required to develop country-specific National Adaptation Plans (NAP) and periodically update their implementation through adaptation communications.

Acknowledging the more certain scientific evidences of climate-induced L&Ds across the globe, the Paris Agreement includes a standalone article (Article 8) that emphasizes averting, minimizing and addressing climate change-induced L&Ds resulting from the extreme weather events and slow onset events. The Agreement also requires the Parties to enhance understanding, action and support, usually through the WIM, to address L&D in developing countries resulting from the adverse effects of climate change (UNFCCC, 2016).

On finance, Article 9 of the Paris Agreement makes the developed countries obligated to support efforts of the developing countries towards a

low-carbon, climate-resilient world in a balanced manner. The Agreement decides that the existing financial mechanisms under the Convention shall serve the Agreement in this regard.

On technology issues, Article 10 of the Paris Agreement establishes a technology framework to strengthen international cooperation on the development and transfer of climate-safe technology, along with capacity building, in the developing countries. On capacity building, Article 11 emphasizes establishing an appropriate institutional arrangement and requires the developed countries to provide enhanced support for capacity building actions in the developing countries.

In the implementation of all actions, measures and commitments (e.g., in relation to mitigation, adaptation, L&Ds with finance, technology transfer, and capacity building supports), the Agreement requires the Parties to follow a robust transparency and accounting system, when reporting on their actions and support (Article 15). The Agreement includes a mechanism to facilitate implementation and promote compliance in a non-adversarial and non-punitive manner.

POST-PARIS COPS

An overview of the progress

Parties at COP 21 launched a work programme called ‘Paris Agreement Work Programme (PAWP)’ and established a separate negotiating authority called ‘the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA)’. The CMA was tasked to facilitate and conclude negotiation on PAWP by 2018 at COP 24 with an essential outcome of a detailed implementation guideline for the Paris Agreement, termed as Paris Rulebook.

However, the differentiated narratives and policy position on market mechanisms (Article 6.2 and Article 6.4) deferred the entire basket of PAWP negotiation that finally ended up at COP 26 in Glasgow in 2021.

On positive side, the outcomes of COP 26 packaged in the ‘Glasgow Climate Pact’ finalized PAWP negotiation with a well agreed ‘Paris Rulebook’ and made the Paris Agreement fully operational. The COP resolved the key debated issues of Article 6. They include: i) a common 5-year cycle of the NDCs, ii) reporting in the context of transparency, iii) a common reporting framework and cycle on the NDCs implementation, iv) market mechanism and non-market approaches under Article 6 of PA, v) clear roadmap for Global Stock Take (GST) aligned to ratcheting up the NDCs, etc.

The Glasgow COP, likewise the previous ones, failed to mobilize the long-back promise of the developed countries on jointly mobilizing USD100 billion per year by 2020. The COP decision noted this failure with “deep regret” and requested the Standing Committee on Finance to prepare a report in 2022 on the progress towards achieving the USD100 billion target. The other major failure was being unable to decide and establish a dedicated Loss and Damage Finance Facility (LDF)— the COP only acknowledged the need for scaling-up of action and support for addressing L&D. Instead, the CMA decision agreed upon at COP 26 established an annual “Glasgow Dialogue” between parties and other stakeholders starting from the 56th SB sessions in June 2022 to the 60th sessions in June 2024 to discuss the arrangements for the funding of activities to avert, minimize and address Loss and Damage associated with the adverse impacts of climate change.

Parties also couldn’t decide on the governance of the Warsaw International Mechanism (WIM) on

BOX 2: Sideline Measures of COP 26

- a) 30 percent of Methane emission reduction by 2030 by a group of more than 100 countries who joined Global Methane Pledge;
- b) 100 percent zero emission new cars and vans by 2040 or earlier— an announcement by 11 automakers and 30 governments;
- c) Halt and reverse deforestation by 2030— a declaration of 141 countries, including Brazil, Indonesia and others representing 91 percent of the world's forests;
- d) USD 1.7 billion investment by UK, Norway, Germany, the US, and the Netherlands, in partnership with 17 funders, in the indigenous and local communities to protect the biodiverse tropical forests having the potentials of protecting the planet from climate change, biodiversity loss, and pandemic risk;
- e) Phasing out coal by the 2030s and 2040s respectively for the industrialized and developing countries under the Powering Past Coal Agreement;
- f) Mobilizing USD 8.5 billion investment by the UK, the US, France and Germany to support South Africa's initiative of 'shifting away from coal';
- g) Ending oil and gas exploration and making a "just transition" from fossil fuels by an alliance called 'The Beyond Oil and Gas Alliance' of 11 national and subnational governments, led by Costa Rica and Denmark;
- h) A platform for the private companies 'A First Movers Coalition' aimed to commercialize decarbonization technologies;
- i) Joint declaration of the US and China to cooperate each other on methane emission reduction, decarbonisation, and transitioning to clean energy (The declaration includes establishing China-led joint working group to accelerate phase down of coal);
- j) Promised USD 120 trillion investment by the Glasgow Financial Alliance for Net Zero— an alliance of more than 400 major financial institutions- in the net zero activities;
- k) A coalition of 40 countries (Adaptation Action Coalition) to promote adaptation actions;
- l) Alliance of more than 90 research organizations (Adaptation Research Alliance) to promote adaptation research.

Loss and Damages that was established at COP 19 held in Warsaw in 2013 (Decision 2/CP.19, Para 1). Parties, including the USA, EU and Australia, are pushing strongly to move WIM's governance under the authority of the CMA. Contrary to this, the developing country Parties are demanding WIM's governance under both COP (Convention) and CMA (Paris Agreement). They referred other arrangements, such as the Technology Mechanism and the Climate Technology Centre and Network that are under joint governance arrangements both to the COP and CMA. WIM's governance solely under the CMA, arguably, would protect the Annex 1 countries from any future liability and compensation argument as one of the Paris Decisions (para 51: the L&D discussion does not involve or provide a basis for any liability or compensation) provides a kind of immunity to the historical polluters for causing L&D. If WIM functions under the CMA, then discussion and decision on L&D actions and support might not come up as compensation demand (as long as decision para 51 is in force).

The COP 26 also couldn't agree on the actions and support to advance the work of the Santiago Network on Loss and Damages (SNLD), which had been established by a decision of COP 25 in 2019 for the "implementation of relevant approaches for averting, minimizing, and addressing loss and damage at the local, national, and regional level". The developing country Parties expressed their resentments on the slow progress of SNLD, which is currently functioning merely as a 'virtual platform'.

The Glasgow Decision Pact included only a few references on human rights and Indigenous peoples' rights in the final text on international carbon markets and other cooperative approaches for emission reductions. They are only acknowledging the preambular language of the Paris Agreement.

While the Glasgow COP made required procedural progress in finalizing the Paris Rulebook, it failed to deliver what is urgently needed to limit the global average temperature rise to 1.5 Degree Celsius. The commitments and plans announced by the States and non-State entities are not even nearly adequate or ambitious enough to keep the 1.5 degrees Celsius target truly alive. The COP also failed to mobilize political commitment to phase-out coal and fossil fuel subsidies.

Instead of committing enhanced and robust mitigation efforts under the country-specific NDCs, the only official reference point of emission reduction under the UNFCCC, the developed countries/country Parties rather opted for many sideline measures, most of which are mitigation centric and private sector driven (Box 2, Page 16). They cannot be easily enforced, nor can their implementation be monitored. Hence, translating these lofty political declarations into actions remains a skeptical concern, and so do the accountability and transparency of their implementation. A detailed analysis of the outcomes of COP 26 has been annexed in a Table.

The COP 26 will be remembered by the presence of hundreds of businesses and investors, major banks and asset managers, including BlackRock Inc. and Citigroup Inc. They grouped under different alliances and made many lofty promises (e.g., decarbonizations, energy transition, promoting net-zero emission etc.) with huge investment pledges. The role of private sector is somewhat inevitable to limiting global average rise to 1.5-degrees Celsius. However, it is important to set rules and timeframes for achieving the promises made by the private sector. They also need to be brought under strong accountability and transparency framework; otherwise, the actions by them may remain unpredictable and create other spillover effects, making other efforts unfruitful.

PROCESS OF DEVELOPING THE POSITION PAPER

The position paper titled “Climate Diplomacy towards COP 27: Articulating CSOs Position Together’ is an outcome of a collaboration of CSOs of Bangladesh, who have long been advocating for climate justice both in national and international levels. Development of this position paper followed a participatory and inclusive process which include: a) a CSOs capacity building and strategy workshop with develop an advocacy narrative with informed understanding on the COP process and climate diplomacy, b) a capacity building event for the media professionals to increase media engagement and reporting on climate justice, and c) a national-level round-table discussion to frame CSOs position towards COP 27.

The Position paper has been finalized with insightful inputs from the climate change and policy experts, climate negotiators, CSOs leaders, also with climate negotiation narratives and documents, and research findings. The paper looks forward to heralding and consolidating CSOs position on several issues deemed essential for COP 27 and beyond to make sure that the Paris goal of limiting the global average temperature rise to 1.5 degrees Celsius is achieved and the climate justice is ensured in all the climate actions.

Photo: National round table discussion on 22 October 2022



NO COAL AFTER 2030

Need-based NCQG
No Loan for Adaptation
L&D in Stocktake
Separate Board for SNLD

Phase out all
Fossil Fuels
by 2040

CSOs POSITION TOWARDS COP 27 and BEYOND

ENHANCED EMISSION REDUCTION TARGETS

Phasing out coal and other fossil fuels is mandatory

The urgency of limiting the global average temperature rise to 1.5 degrees Celsius, compared to the pre-industrial level is now scientifically justified and politically accepted. Even a 1.5-degree Celsius global warming will still entail huge risks, particularly to the world's poorest people. And limiting the global warming to 1.5 degrees Celsius would require halving the GHGs by 2030 (compared to 2010 levels) and bringing them to a net zero by 2050.

Though the number '1.5 degrees Celsius' has politically survived in the COP 26 decisions, the only accountable measure (i.e., enhanced emission reduction under the NDCs) is far short from the requirements of achieving the goal of limiting global average temperature rise to 1.5 degrees Celsius. While IPCC Report in 2018 indicated a requirement of 45 percent emission cut by 2030, compared to 2010 levels (IPCC, 2018) and, its recent report indicated 43 percent emission cut by 2030 compared to 2019 levels to make the emission reduction coherent to the 1.5-degree Celsius temperature rise goal (IPCC, 2021), a synthesis on the NDCs submitted by the 193 Parties to the Paris Agreement, including 24 updated or new NDCs submitted after the Glasgow COP shows increase of emissions by 10.6 percent by 2030, compared to the 2010 levels. The submitted NDCs cover 94.9 percent of total global GHGs emissions in 2019, and their full implementation could put the world on track for around 2.5 degrees Celsius of warming by the end of the century (UNFCCC, 2022). However, the full implementation of the NDCs is unlikely because a significant amount of the NDCs' targets is conditional on being supported with finance and technology ideally from the developed countries.

For achieving the 1.5-degrees Celsius temperature rise goal, it is strictly imperative that there be no new coal-fired power plant anywhere in the world and also that the existing coal plants be shut down by 2030 and 2040 respectively in the developing and developed countries.

Ironically, the Glasgow COP failed to ensure this. Language on coal in the Glasgow Climate Pact was watered down at the last moment to “phase down” rather than “phase out” coal. Countries, both the historical and the current big emitters, kept the ways open to continue financing coal-fired power plants. The situation once again allowed the national interest to sustain capitalizing the global crisis.

On the other hand, while the political leadership of the major carbon emitters communicated their high-sounding desire towards a net zero economy by 2050, their commitments towards achieving this goal don't make sense on that. For instance, China and India have announced to be carbon neutral respectively by 2060 and 2070, many countries even haven't set such a target or have set a far-reaching incompatible target, although they are non-binding.

Putting the utmost emphasis on the GHGs emission reduction, and recalling Article 3 and Article 4 of the Paris Agreement, the Glasgow Climate Pact called upon nations to “urgently scale up mitigation ambition and implementation” by 2030 and established a ‘Work Programme to urgently scale up mitigation ambition and implementation (MWP)’ and requested its delivery by COP27 complementing the Global Stocktake scheduled by the end of 2023 (at COP 28). The Work Programme already initiated its discussion at SB's 56 Session in Bonn in June 2022.

The Glasgow decision also requires all the Parties to the Paris Agreement to develop and communicate long-term low emissions development strategies (LT-LEDS) in accordance with article 4 of the Paris Agreement. The LT-LEDS would serve as a strategic guidance on the development of subsequent NDCs that the countries should develop in accordance with the respective LT-LEDS. So far, 62 Parties to the Paris Agreement submitted their LT-LEDS. Considering the growing emission gap and the urgency of emission reduction,

- We demand a new set of ambitious NDCs coherent to the goal of 1.5-degrees Celsius temperature rise by the end of the century, compared to the pre-industrial levels. Enhancement of NDCs should not be confined to its five-year cycle; there should be an option to update and scale-up commitments biennially to make GHGs emission reduction targets coherent to limiting global average temperature rise to 1.5 degrees Celsius;

- The MWP should establish an enabling political environment and make the Parties committed to a deeper emission cut at least 43 percent [34–60 percent] by 2030, compared to 2019 level;
- We strongly urge that the COP 27 will set a mandatory timeline for submitting ‘long-term mitigation strategies (LT-LEDS) by all the Parties. It is important to have LT-LEDS form all the Parties to make them accountable towards a low-emission pathways and a carbon-neutral economy by 2050;
- We demand a clear road-map for the implementation of NDCs. The MWP should develop a guideline on NDC implementation to ensure a just energy transition that respects human rights, and children’s rights, while also ensuring increased access of the energy-poor people and communities to clean, reliable and affordable energy as emphasized by the SDGs;
- We demand a political agreement and declaration on banning coal-fired power plants now, and phasing out of all other fossil-fuels by 2040. We expect that the MWP will recommend a timeline for ending fossil-fuel subsidies and fossil fuel use.
- We demand a reporting framework to track GHGs emission reduction by the non-Party stakeholders. Further efforts of the non-Party stakeholders should be encouraged and scaled-up.

ADAPTATION AND FINANCE

Fulfill commitments to make the efforts effective

Scaling up adaptation action is always a priority for countries that already are struggling with the disproportionate impacts of climate change. Paris Agreement (Article 7) included a Global

Goal on Adaptation (GGA) that provided significant importance on ‘enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change. GGA also provided due emphasis on strengthening national efforts on adaptation actions through leveraging international support.

To operationalize the Global Goal on Adaptation (GGA), the Glasgow Decision Pact (FCCC/PA/CMA/2021/L.15) launched a two-year work programme ‘Glasgow-Sharm el Sheikh Work Programme (GlaSS) 2022-2024’ mandated to devise ways and modalities for meeting the goal. The GlaSS organized its first workshop at the 56th SB sessions in Bonn in June 2022.

Alongside, finance was a key issue across many negotiating streams in the Glasgow COP. They include: a) progress on the long-back commitment of developed countries on collectively mobilizing USD100 billion per annum, b) development of a new collective quantified goal (NCQG) from 2025 and beyond, c) a definition of climate finance, d) the work of the operating entities of the UNFCCC’s financial mechanism, e) the content and quality of the Parties’ reporting on finance, as well as the scope of the review of the financial mechanism etc.

While the COP 26 hailed the declaration of the developed countries to double adaptation support by 2025 compared to 2019 level, it also noted with ‘serious concern’ the failure of developed country parties to jointly mobilize the promised USD100 billion per annum by 2020.

On long term finance fom 2025 and beyond, the Glasgow Climate Pact requested the Standing Committee on Finance (SCF) to prepare a report in 2022 on the progress towards achieving the USD100 billion target. In addition, the COP27 presidency (Egypt) is asked to organize a high-level ministerial dialogue on climate finance in

2022 on the progress and fulfilment of the USD 100 billion commitment. Further on this, a high-level ministerial dialogue on climate finance in 2024 and 2026 are recommended for consideration by the COP.

- We demand a permanent agenda item on Global Goal on Adaptation (GGA) as the mandate of GlaSS will end in 2024. This is required to scale-up transformative and locally-led adaptation activities with need and grant-based financing;
- We want a delivery plan on the commitment of doubling adaptation finance from 2019 levels by 2025, and fulfilment of the delivery gap of the previously committed 'annually USD 100 billion by 2020'. The cumulative gap reached to USD 600 billion during 2020-2025;
- For too long, adaptation finance has been outpaced by mitigation finance. Though, the OECD (2022) reported an increase of climate finance by USD 8.3 billion (41 percent) between 2019 and 2020, yet, mitigation finance remained the majority. It's mandatory to ensure a 50:50 balance on the delivery of adaptation and mitigation finance.

LOSS AND DAMAGE

Dedicated financing facility is a must

Loss and Damage associated with the impacts of climate change has been one of the 'major agenda items' since COP 16 was held in Cancun in 2010. The COP decided to establish a 'Work Programme' on L&D under the Cancun Adaptation Framework (Decision 1/CP.16, Para 28). On that basis the subsequent COP negotiations delivered several tangible outcomes on the approaches to address L&D. Those COP decisions include: a) agreement on the role of the Convention in promoting the implementation of approaches to address L&D associated with the adverse effects of climate change (Decision 3/CP.18, Para 5), b) decision on the establishment of an institutional arrangement, such as an international mechanism, including its functions and modalities (Decision 3/CP.18, Para 9), c) establishment of an institutional mechanism called 'the Warsaw International Mechanism (WIM)' for L&D at COP 19 held in Warsaw in 2013 (Decision 2/CP.19, Para 1), d) decision on the role of the WIM under the Convention with respect to WIM's major functions, such as enhancing knowledge, strengthening dialogue and coordination, enhancing action and support including finance (Decision 2/CP.19/, Para 5), and finally, e) inclusion of a standalone Article (Article 8) for L&D in the Paris Climate Agreement (Decision 1/CP 21, Paris Agreement).

Establishment of the WIM at COP 19 in Warsaw in 2013 and a standalone L&D Article in the Paris Agreement at COP 21 in 2015 in some way raised expectations of the developing countries as those decisions called the developed country Parties to ensure enhanced action and support for addressing L&D on the ground.

Referring to those decisions (Decision 2/CP.19 and Decision 1/ CP.21) for mobilizing L&D finances, the developing country Parties in all the post-Paris COPs had been demanding opening-up discussions on ‘action and support’ as a standalone and regular ‘L&D’ agenda item. Contrary to this, the developed country Parties had been in a firm position on keeping L&D discussions aside, under the purview of the

WIM and its Executive Committee. Instead, the developed countries argued that they had already been supporting countries in need through humanitarian assistance, which is another way of L&D financing. Instead of establishing WIM’s implementation arm and committing any financial resources for L&D, Parties at COP 25 in 2019 decided to establish an expert group on enhanced action and support by the end of 2020 and a platform called ‘Santiago Network on Loss and Damage’ by the end of 2021 to support the implementation of actions to avert, minimize, and address loss and damage (Decision 2/CMA.2 and 2019 review, paragraph 43). Figure 2 presents the parallel institutional settings and governance of L&D under COP and CMA.

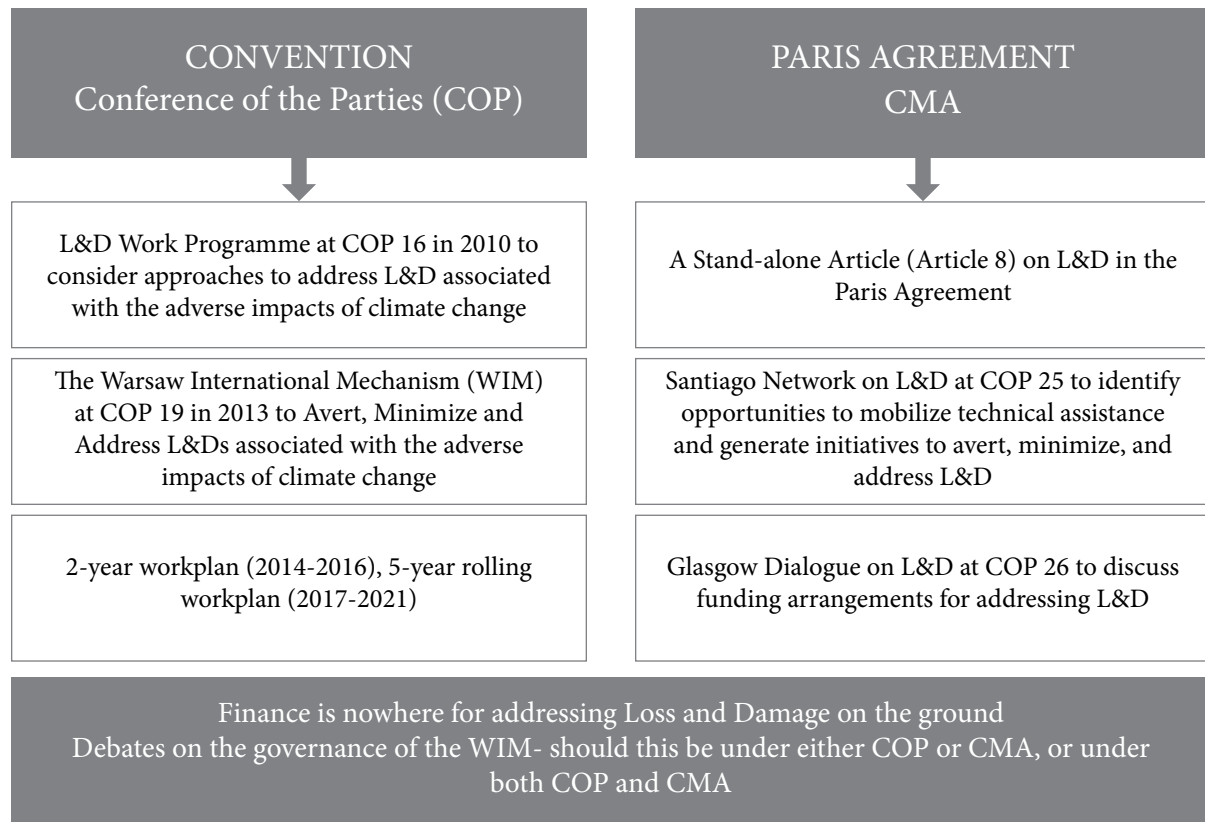


Figure 2: The parallel institutional settings and governance of L&D under COP and CMA

Referring to the need for additional resources for addressing L&D on the ground, as reflected in the decisions of the WIM and the Paris Agreement, the developing country Parties at COP 26 called for a distinct financial mechanism for addressing L&Ds on the ground . On the other hand, developed country parties considered reviewing the 2020 and 2021 reports of the WIM's Executive Committee in joint meetings under the SBSTA and SBI, while providing less focus on advancing the work of the Santiago Network on Loss and Damage (SNLD). Consequently, no specific mechanism or dedicated fund was established at COP 26; the COP only urged the developed country Parties to provide the required finances for conducting meetings, knowledge generation and capacity building activities.

Even on the structure and functions of SNLD, Parties appeared in a comforting position. The developed country Parties preferred SNLD under the authority of the WIM's Executive Committee (ExCom), while developing countries preferred establishing an inclusive advisory body with the role of taking decisions on the delivery of technical assistance.

To appease the developing countries' argument, the COP 26 decided to hold dialogues called the 'Glasgow Dialogue' in the annual SB sessions (usually in June) from 2022 to 2024 between Parties and other stakeholders and invited submissions to explore ways to fund L&Ds associated with the adverse impacts of climate change.

The debate and divisions in opinions on the issues around L&Ds, especially on L&D finances and WIM's governance, again surfaced at the 56th SB meetings in Bonn in June 2022. The United States, European Union, and Switzerland once again denied opening a discussion on L&D as a permanent agenda item and a stand-alone financing facility.

- The Paris Agreement duly included Loss and Damage as one of the three pillars, along with mitigation and adaptation, of addressing climate change. However, addressing L&D is conditional on the implementation of other pillars. For instance, the first two measures of addressing L&Ds e.g., averting, minimizing correspond to achieving the mitigation goal (averting L&Ds), adaptation goal (minimizing L&Ds). The third measure, e.g. addressing L&Ds on the ground, which is more about offsetting the residual economic and non-economic L&Ds require innovative financial means for paying-off. Hence, L&D should be included as a permanent agenda item of COP and CMA and treated as an indicative pillar for achieving the goal of the other two pillars, e.g., the mitigation and adaptation goals;

- Along with a permanent COP and CMA agenda item on L&Ds, it is imperative to establish a L&D Financing Facility, ideally under the COP. This Facility should support the work of the SNLD, WIM and the National Mechanism for addressing L&Ds. The L&D Financing Facility must be resourced with new, additional and grants-based finances;
- Literally, L&Ds are the center-point of human-rights and justice-based discourses of addressing climate change. Research-based ground evidences substantiate that the L&Ds, directly and through their extended impact chain, force people to compromise enjoying many of the fundamental rights. They are namely the right to: self-determination (ICCPR, ICESCR, Art 1), life (ICCPR, Art 6), health (ICESCR, Art 11), water (CEDAW, Art. 14), means of subsistence (ICESCR, Art 1), the standard of living and adequate houses (ICESCR, Art 12), culture (ICCPR, Art. 27) and property (UDHR, Art. 17) (Leckie, 2008; UNHCR, 2009; McAdam and Soul 2010). The basic principle of these human rights instruments is that human life can be compromised under no circumstance;
- Hence, part of L&D finances should be dedicated to addressing secondary and tertiary impacts that essentially result in poverty, inequality, socio-cultural discrimination, gender-based violence, involuntary migration and denial of marginalized and indigenous peoples' rights;
- Parties should ensure that the Glasgow Dialogue, scheduled to end by 2024, considers a direct means of support to the people and communities that are being disproportionately burdened by both economic and non-economic losses and forced to compromise their basic human rights;
- As the L&Ds are variable with the mitigation and adaptation actions, hence L&Ds should be integrated into the Global Stocktake in 2023, and also into the Global Goal on Adaptation.
- We demand full operationalization of the Santiago Network on Loss and Damage (SNLD) with its governance and institutional structure by establishing an Advisory Body/Board at COP 27. This should be representational and inclusive with the participation of relevant experts and organizations having a profound understanding on the diverse nature of L&Ds on the ground. The SNLD should be adequately resourced with need and grant-based finances to support technology and capacity building of the developing countries to assess and address Loss & Damage on the ground. The scope of the SNLD should be broadened up to assess both economic and non-economic Loss & Damage from sudden- and slow-onset events and their residual impacts to secondary and tertiary levels;
- We demand a decision on the governance structure of WIM at COP 27, to be under the authority of COP and CMA. This is important to build trust and minimize the confidence gap between developed and developing countries.

Keeping the procedural L&D debates aside, we would like to make a reference to the statement of the newly appointed UN Special Rapporteur on Climate Change and Human Rights, Dr Ian Fry, who visited Bangladesh in September, 2022 to witness the Losses and Damages suffered by people in Sylhet and Satkhira districts. In his official notes on the visit, Dr Ian Fry clearly stated that “the sufferings of people in Bangladesh had been caused by the polluters, and the time has come to make the polluters compensate their victims’. We endorse the powerful statement of the UN Special Rapporteur on Climate Change and Human Rights and request a reference of his statement in the Loss and Damage and Human Rights discussions at COP 27.

On a similar argument, Vanuatu took a different approach, and placed a resolution before the UNGA to ask the International Court of Justice (ICJ) for an advisory opinion on making polluters pay for the losses and damages they have caused and are continuing to cause. Unlike the UNFCCC's decision-making process, which is consensus-based and now hostage to a small number of historical polluters, the resolution could be passed by a simple majority and could be a legal instrument for fighting climate injustice. We urge the Parties to the UNFCCC to support Vanuatu's resolution at the UN's General Assembly.

HUMAN RIGHTS PROTECTION

Having an international policy instrument is urgent

Human rights in climate change discourse entails two different perspectives. First, rights violations in the context of climate change induced L&Ds and associated involuntary migration. Second, rights violations in the context of both adaptation and mitigation actions. It's likely that techno-physical adaptation solutions like the construction of coastal embankments, water infrastructures etc. would displace people from their habitat and dispossess them of agricultural lands. Similarly, the mitigation projects like large scale afforestation, conservation of commons, REDD plus, bioenergy projects, hydroelectric dams, etc. would foreclose means of livings of indigenous peoples and communities.

However, climate change-induced human rights violation and rights projection entail a different interpretation to the countries in the Global South, who are not liable for undermining such rights from the context of not causing the climate crisis. Yet, they are beholden by their constitutions to ensure and safeguard fundamental citizenry rights, irrespective of how and by whom the rights are undermined.

On the other hand, countries that are historically accountable for causing climate crisis are seemingly not that much concerned about the rights violation associated with climate change impacts, though they are more concerned about protecting subjective rights agreed upon under the global rights instruments like the Universal Declaration of Human Rights.

Though the Paris Agreement explicitly calls for all States when taking action to address climate change, to 'respect, promote and consider their respective obligations on human rights', Parties at the post-Paris negotiation failed to make expected progress in terms of integrating human rights to all aspects of climate change. Also, there is no international legal instrument or framework that could safeguard the rights of the climate victims.

We urge the Parties to establish an institutional and legal framework under the UNFCCC in this very COP 27 to safeguard and protect rights of climate victims. We request the UNHCR's Special Rapporteur on Human Rights and Climate Change to facilitate the process.

A NEW COLLECTIVE QUANTIFIED GOAL ON LONG TERM FINANCE

Should be need-based, additional to ODA and necessary

Article 4.3 of the Convention requires the Annex I Parties and other developed country Parties included in Annex II to provide new and additional financial resources” to tackle climate change (UN 1992). In the initial years of negotiation, ‘climate finance’ was not in focus; the eye was rather on devising ways and modalities to rein GHGs emissions to achieve Convention’s ultimate objective. However, delayed and deficient efforts in mitigation action and the consequent global warming put the ‘finance discussion’ at the center. This is to support adaptation to climate change impacts, as well as to expand GHGs emission reduction horizon to the developing economies.

While several dedicated UNFCCC funding (e.g., SCCC, LDC Fund, Adaptation Fund) were established in 2001 with insignificant voluntary funding pledges of the developed countries, the first ever declaration on long-term finance came in 2009 at COP15 wherein the developed countries made a commitment to collectively mobilize annually USD 100 billion by 2020. That was a mere ‘political stand’ of the developed country Parties, arguably to appease developing country Parties who were expecting a comprehensive agreement encompassing mitigation, adaptation, technology transfer and finance at COP 15 in Copenhagen. Instead,

commitments of USD 30 billion Fast-Start Finance (2010-2012) and USD100 billion long-term finances under the two-pagers ‘Copenhagen Agreement’ were considered the inducing elements to buy-in developing Parties’ (Non-Annex) endorsement on the Accord, which was developed and placed by selected countries and following an undemocratic process (Shamsuddoha, M., 2010).

The 100 billion declarations were not need-based, were not calculated and were without a baseline on its count in terms of additionality to existing financial commitments. It’s more than a decade since the 100 billion commitment of long-term finance was made, but this has neither been fulfilled nor has any authentic information been provided on the financial instruments (e.g., loan, grants, equity etc.) and channels (e.g., UNFCCC dedicated mechanisms, bilateral support, multi-lateral development bank) used in delivering the finances. It is difficult to assess whether the finances are new and additional as countries apply different methodologies for counting additionality (UNFCCC, 2021).

Considering the hazy scenario of the current commitment, the Paris Agreement (Article 9) subjected the Parties to two very specific requirements: a) developed countries will continue to lead up to 2025 in mobilizing climate finance in a progressive manner taking into account the needs and priorities of developing country Parties (Decision 1/CP.21), and b) prior to 2025, the CMA shall set a new collective quantified goal (NCQG) from a floor of USD 100 billion per year, taking into account the needs and priorities of developing country Parties (Decision 1/CP.21/Part III). The key mandate of NCQG is to estimate an amount based on the needs and economic realities of the developing countries rather than set an arbitrary figure dictated by the developed countries.

Again, on transparency in reporting, the 'Paris Rulebook' states that the countries should include in their biennial communications 'an indication of what new and additional financial resources have been provided, and how it has been determined that such resources are new and additional' (UNFCCC, 2018).

- **Make sure that the climate finances are need-based, urgent and necessary complement not a voluntary contribution.** The current practices of providing climate finance are neither need-based and predictable nor a necessary obligation for the developed countries. According to Article 9 of the Paris Agreement, climate finance will support country-driven strategies, hence the estimation should take into account such needs and priorities of developing country Parties. We urge that the new collective quantified goal (NCQG) will provide a specific and separate assessment of the financial requirements for NAP and NDC implementation, also will provide a comprehensive assessment for addressing L&Ds in different emission reduction scenarios. Financing climate actions in vulnerable communities and countries should be considered an urgent and necessary complement, not as voluntary contribution.
- **Make sure that the climate finances are new, additional and resourced from the public sources.** The Convention (Article 4.3) made this clear the climate finance ought to be new and additional. The phrase 'new and additional' refers to a baseline of climate finance on top of the ODA (0.7 percent of a developed country's gross national income - GNI) that the developed countries committed in 1970 to support the socio-economic development of the LDCs (OECD, n.d.). Except for a few exceptions, the developed countries never met their ODA commitment, and are now mixing up ODA and climate finance together, though they are distinctly different by their aims and roles. Developed countries might prefer mixing up climate finances with the ODA and masking real financing flows with double and over-counting, which essentially will hamper achieving both climate and development goals.
- **Establish an accountable and transparent reporting system.** The lion's share of the climate finances is channeled through various intermediaries e.g., multilateral and national development banks, and under bi-lateral cooperation agreements from both public and private sources. In many cases climate finances are double counted or over counted as a common reporting system for the Parties is yet to be established. For instance, most of the developed countries follow DAC rules, which means that the climate finances are also reported as ODA. The NCQG process should establish a common reporting requirement and standard to have segregated information on the sources (e.g., public or private), channels (e.g., bilateral, multilateral and national financial intermediaries) and instruments (e.g., grants, loans, equity etc.) of climate finances. Only a transparent reporting system could ensure transparency and accountability in finance delivery and its implementation. COP27 must decide to establish a robust system to track all the finances.
- **Make sure that the climate finances don't increase debt burden.** It's a rational argument that climate finances in developing countries should be grant-based as

climate change is already adding unwarranted stress with increased loss of GDPs, while putting the countries under severe poverty, inequality and indebtedness. According to OECD (2022), 71 percent of the public climate finance (or 48.6 billion) in 2021 comprised of both concessional and non-concessional loans and only 26 percent (USD 17.9 billion) was grant financing. During 2016 and 2020, the annual level of public loans and grants increased respectively by USD 15.3 billion and USD 5.6 billion. Such increases in loan financing increased the debt burden of the already 'loss and damage' burdened climate-vulnerable countries. An analysis of the debt burden of the lower income countries showed five times more spending on debt repayments than on addressing climate change. In 2020 alone, the low- and middle-income countries together spent USD 372 billion on debt repayments (The World Bank, 2022), with an additional dollar of interest for each 10 USD for climate change vulnerability and associated Loss and Damages (Imperial Business School, 2018).

NCQG should make a directive on providing grants to the already indebted most vulnerable countries, while also protecting them from illicit financing instruments and further indebtedness.

GLOBAL STOCKTAKE

Must be based on limiting global warming to 1.5 degrees Celsius

The Paris Agreement by Decision 19/CMA.1 established a process to periodically take stock of the implementation of this Agreement. It's a methodical assessment, termed as 'Global Stocktake' on collective progress towards achieving the purpose of the Agreement and its long-term goals.

The Global Stocktake (GST) consists of three components: i) Information Collection and Preparation, e.g., intended to gather, compile and synthesize information in preparation for the Technical Assessment component, ii) Technical Assessment- to assess collective progress towards achieving the purpose and long-term goals of the Agreement, as well as opportunities for enhanced action and support, including international cooperation for climate action, iii) Consideration of Outputs- to discuss implications of the findings of the technical assessment to update and enhance 'action and support' by the Parties. The GST, scheduled to take place every five years, has the strategic importance to scale-up mitigation ambitions of subsequent NDCs to the level required to achieve the long-term goals.

The first technical dialogue on all three components was already held at the 56th SBI/SABSTA sessions in June 2022, second and the final ones are scheduled during COP27 and COP 28 respectively. In relation to organizing technical dialogues we would like to emphasize that,

- The GST must consider limiting global warming to 1.5 degrees Celsius as the baseline of technical assessment and presenting the findings;
- The GST should build on the best available scientific information of climate change impacts and their residual effects to secondary and tertiary risk levels. The technical dialogues should ensure participation of non-party stakeholders, particularly from developing countries with the provision of resource allocation to enable their participation;
- The GST dialogue should take stock on the progress as well as gaps in mitigation and adaptation actions, and delivery of finance and other support while taking into consideration gaps in required finances;

- The GST outcomes must integrate protection of human rights, including the rights women, indigenous peoples and rights of the workers who are disproportionately vulnerable and will be forced to compromise basic human rights by increased impacts or by unjust energy transition.

TRANSPARENCY AND COMPLIANCE

Address capacity gap of the developing countries

Transparency in climate actions has been enshrined in the Convention (Article 4) that included several obligations/requirements for the country Parties to routinely report national GHGs emission scenario and emission reduction strategies, efforts and actions. While the Convention puts high importance on the transparency of mitigation actions, the Paris Agreement and the post-Paris COP negotiation broaden up the domain of transparency and compliance requirements to the adaptation actions and the finance delivery as well.

Article 13 of the Paris Agreement requires the Parties: i) to provide information necessary for clarity, transparency and understanding in communicating NDCs , ii) to ensure the avoidance of double counting in regards to accounting anthropogenic emissions and removals, iii) to have consistent information on the support by the developed countries towards the developing ones and iv) to have consistent information on financial, technology transfer and capacity-building support provided to developing countries by the developed and other country Parties.

On the key issues laid out above, COP24 in Katowice in 2018 by its decision 18/CMA.1 adopted the ‘modalities, procedures and guidelines (MPGs) for the transparency framework’ (UNFCCC, 2018b) and lately, COP 26 in Glasgow in 2021 adopted Transparency Guidance (Decision 5/CMA.3). Again, to facilitate implementation and promote compliance, a 12-member Compliance Committee along with its modalities and procedures was agreed upon at COP 24 (UNFCCC, 2018c). Essentially the enhanced transparency framework (ETF) and submission of the first biennial transparency report (BTR) by 2024 will enhance accountability in implementation of actions and support, but the ‘capacity gap’ of the developing countries in information/ data generation and reporting is always a concern. Given the context we demand:

- Focused human and institutional capacity building support to the developing countries to enable them to comply with the reporting requirements;
- A review on the implementation of actions which would provide segregated (sector and country specific) information on the implementation of actions and support, and that necessarily in public domain.

CHALLENGE FOR NOW AND BEYOND

Double Standard in Emission Reduction

While countries commonly welcomed the definitive global goal of limiting global average temperature rise to well below 2-degrees Centigrade as articulated in the Paris Agreement, they are yet to be politically motivated to implement the agreement. Regrettably, the developed country group has sequentially been delaying to address their historical (ir) responsibility and the advanced developing countries, the present-time big emitters, are denying their current responsibility of aggravating climate change to a further extent. Both of them consider global climate actions preventive to national economic growth and development, hence continue relying on either fossil-fuel consumption or export. For instance, while India has taken a mega plan for solar power expansion, it also aspires to double its coal consumption by the next 25 years, making itself the world's second-largest coal consumer after China. Similarly, while Russia assured its compliance to the global goal of the Paris Agreement, it has also declared continuing export of oil and natural gas by exploring new sources (Klare, 2016).

Some countries are also found taking extremely dubious positions. They are cutting down domestic levels of carbon emission, and as the same time, aggressively financing dirty projects in other countries. For instance, China, currently responsible for one-fourth of global emission, is divesting from coal to renewables, while simultaneously continuing progressively financing coal-fired power projects globally through its Belt and Road Initiative (BRI). Currently, as many as 60 Chinese-financed coal plants are in the pipeline. In conjunction, it will emit 276

mega tonnes of carbon equivalents annually (The Diplomat, 2020). India is likewise investing billions in the coal fired power generation projects in the neighboring countries. In a similar tone, the Multilateral Development Banks (the World Bank, IMF, ADB, AIIB, NDB) are continuing financing the coal-projects through their loan intermediaries, though all of them have expressed commitments to align their financial flows coherent to the Paris Agreement goal. For instance, AIIB's Emerging Asia Fund has financed thirteen (13) fossil fuel-run power plants in Bangladesh through an intermediary called 'Summit Power International' based in Singapore (BIC et. al., 2019). In 2019, AIIB's investment in fossil-fuel projects was as much as USD 1.6 billion (20 percent of total investment in 2019).

The Hegemony of Neo-liberal Policy Instrument in Climate Financing

As stated earlier, climate finance refers to the new and additional financial investments required for addressing the cause and consequences of climate change, which are mitigating GHGs emissions, adapting to the impacts and addressing/compensating loss and damages associated with the impacts of climate change. The best available estimations on the cost of addressing climate change are; a) annually between US\$140 billion and US\$300 billion by 2030 for adaptation (UNEP, 2016), b) annually between USD 180 billion and USD 540 billion between 2010 and 2030 for mitigation (UNFCCC, 2008; IIASA, 2012) and, c) annually between USD 200 and USD 300 billion by 2030 for addressing loss and damages (Richards and Schalatek, 2017). The estimates are based on the 2-degrees Centigrade temperature rise scenario, which does mean that the adaptation and loss and damages would rise proportionally with the rise of global average temperature and the associated impacts. In

contrast to the above estimations, as of October 2022 the climate funds namely the SCCF, LDCE, AF and GCF disbursed respectively USD 355.61million, USD 1.7 billion, USD 923.2 million and USD 2.8 billion since their establishment.

The GCF, with a relatively larger portfolio of currently USD 11.3 billion (confirmed commitments), so far, approved pipeline projects worth 8.3 billion (GCF, 2022b). However, the GCF finances are not entirely grant-based, they are business focused, fervent to the co-financed projects and highly tied-up with the structural barriers.

Again, leaving the UNFCCC-managed climate funds less resourced and bureaucratic, the developed countries have been channeling climate finances either through the MDBs or directly to the developing country governments bi-laterally as part of fulfilling their ODA commitments. In 2021, the MDBs (namely, AfDB, ADB, EBRD, EIB, IDBG, IsDB, WBG) invested USD 50,666 million in climate change projects, of which 71 percent was loan, 21 percent was different financing instruments and only 8 percent was grant financing. Alongside, the MDBs' investment mobilized USD 43,603 million in co-financing that scaled-up that year's climate finances portfolio to USD 94,269 million (EBRD, 2022). MDBs' loan and other tricky financings like a line of credit, guarantee, equity etc. are in a complete mismatch with the demand of the developing country group that has long been arguing for 'new and additional' (on top of the existing ODA commitments) grant financing for addressing climate change. While many decisions of the Conference of the Parties (COPs) to the UNFCCC required the developed countries to provide additional and incremental resources, however, these have not been implemented in full extent.

Literally, the COP decisions, which are non-binding, provide a systemic scope to the developed countries to escape legal obligation and procedurally deny the moral obligations of providing new and additional finances. Moreover, the developed countries have been following and nurturing a double-standard by imposing and instituting complicated modalities in the governance and management of climate funds. For instance, while the developed country group favored a simplified procedure and business-as-usual governance for accessing the MDBs' climate finance as well as the bi-lateral development finances, contrary to this, they introduced a set of complex procedures and fiduciary requirements (e.g., arrangement of new institutions with accountable governance) for accessing the climate funds (e.g., the Adaptation Fund and Green Climate Fund). The Funds require the developing countries to: a) establish a National Designated Authority (NDA), a national public entity that will be the overall policy contact to the GCF, b) establish project implementing intermediaries named as National Implementing Entities (NIEs)/ Multilateral Implementing Entities (MIEs) that will ensure due diligence (including fiduciary management, transparency and accountability) of project implementation and, c) develop a line-up of the project executing agencies. The dissimilar fiduciary requirements and governance mechanisms mean that the recipient countries (i.e., climate vulnerable developing countries) need to

ensure effective management and utilization of the UNFCCC managed grants-based finances only, not the MDB's climate finances or the bilateral development finances, which is subversive to the climate justice principles.

Legitimizing the MDBs, the neo-colonial instruments, as the operating entity of climate finance is nothing but a remodeling of the aid politics of the developed countries. While, given the notion of differentiated (historic) responsibilities, the costs for developing country adaptation cannot be repaid by loans, nor even by 'grants', they at least oughtn't be used as the tools of the hegemony of creating or sustaining the so called 'donor-recipient' or 'patron-client' relationship.

POWER OF STRUGGLE

CSOs and youth movement

The role of NGO/CSOs in influencing global negotiation is well recognized in the UNFCCC process. It's the NGO/CSOs who can make their respective country delegation accountable, while also can a playing potential role in knowledge generation, capacity building and promoting people's opinion for a just cause. The consistent engagement of CSOs shaped and reshaped the climate agendas from the mitigation primacy to adaptation, and beyond (loss and damage). CSOs consider solution to the climate crisis through an economic and social justice lens. This does warrant radical changes in the economic and social systems that will ensure re-distributive justice, also will ensure women's empowerment, inter-generational equity, and will challenge longstanding injustices to the groups and communities left behind.

Similar to the global CSOs engagements in the UNFCCC negotiations, there are many NGO/

CSOs in Bangladesh and the South Asia region who, for many years, have been consistent in implementing research and policy advocacy that basically aimed at communicating local level vulnerabilities to the national as well as global policy stakeholders and influencing formulation of a rights-based policy narrative both at national and global levels. Many of the NGO/CSOs are closely associated with the process of development of national policies, strategies and sectoral plans, and play potential advocacy roles at national and global levels (during COPs and beyond).

The potential role of NGO/CSOs in climate change negotiation has become prominent with the delayed action and frail political leadership that have been observed since the Kyoto Protocol entered into force in 2005. Over the years, CSOs, with their observer status, evolved as a strong complementing force to the COP process. They not only do advocacy and lobby work but also support the negotiators by providing science-based study findings, policy analysis and local knowledge. Again, since the adoption of the Paris Agreement, the CSOs role in climate negotiation and movement has become widespread and powerful ever. Within a few years, many groups and movements namely Fridays for Future, Extinction Rebellion, Climate Justice Now etc. have emerged, which forced many of the national governments to declare a climate emergency.

While the CSOs movements seem to be successful in establishing the cause for climate justice in the global negotiation, justice will not be established until the unjust and unsustainable development practices, built on the neo-liberal policy instruments, are challenged. The very neo-classical 'development dogma', that still considers fossil-fuels for greasing development wheel, must be opposed anywhere and everywhere.

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ANNEX-I: A Summary on the outcomes of COP 26

Issues	Pledges, targets, initiatives, and mottos under the scope of UNFCCC	Pledges, targets, initiatives, and mottos outside the scope of UNFCCC (i.e. so called Action Track)	Discomforts, concerns, undermining factors and shortcomings
Mitigation	<ul style="list-style-type: none"> • Pledges, targets, initiatives, and mottos under the scope of UNFCCC • Resolved to pursue efforts to limit the temperature increase to 1.5 °C (keeping the 1.5 °C target alive) (Decision 1/CP.26, para 15) • Recognized reducing global carbon emissions by 45% by 2030 and net zero around 2050 (1/CP.26, para17) • Called upon Parties to phase-down coal power and phase-out inefficient fossil fuel subsidies (1/CP.26, para 20) • Requested Parties to revisit and strengthen the 2030 targets in their NDCs by the end of 2022, taking into account different national circumstances. (Decision 1/CMA.3, para 29) • Recognized the need for support towards a just transition.” (Decision 1/CMA.3, para 35) • Decided to establish a work programme to urgently scale up mitigation ambition and implementation in this critical decade and requested the SBI and SBSTA to recommend a draft decision on this matter for consideration and adoption by the CMA4 in 2022, to complement the global stock-take. (Decision 1/CMA.3, para 27) • Encouraged Parties to submit in 2025 NDCs with an end date of 2035 and so forth every five years thereafter (Decision 6/CMA.3) • Decided to hold a high level Ministerial dialogue in 2022 (run-up to COP 27/CMA 4) on pre 2030 ambition • Called upon Parties to: submit 	<ul style="list-style-type: none"> • At least 25 countries have committed to ending international public funding of coal in 2022, including China, Japan, South Korea and the USA— all major coal financiers. Many banks and funds such as HSBC and Fidelity also join in. • A Global Methane Pledge, initiated by the USA and the EU, by 103 countries to reduce 30% methane emissions from 2020 levels by 2030 (Russia, India and China are not part of it. • Countries commit to use best available inventory methodologies to quantify methane emissions • Breakthrough Agenda for clean technologies (e.g. steel, hydrogen), supported by the EU, Germany, China and the USA, among others • Declaration on Accelerating the Transition to 100% Zero Emission Cars and Vans by 2035 in lead markets and by 2040 worldwide by 11 automakers, 30 governments (Major car-manufacturers such as China, Germany, France, Japan, and the U.S. have not joined) • A Global Leaders’ Declaration on Forests and Land Use (increased finance for sustainable agriculture, forest management and forest conservation plus restoration) by 141 countries, including Brazil, Indonesia and others representing 91% of the world’s forests, to halt and reverse deforestation by 2030 • The Powering Past Coal agreement, aims to phase out coal by the 2030s (for industrialized countries) and 2040s (for developing countries) ; 28 new members, incl. Chile and Singapore, signed up to the 	<ul style="list-style-type: none"> • Recognition of the mitigation ambition in the NDC Synthesis Report is extremely inadequate • There is a clear lack of binding requirement to rapidly close the emissions gap to achieve the targeted greenhouse gas neutrality by 2050 (China and India have announced to become GHG neutral respectively by 2060 and 2070, and many other countries have not yet set any GHG neutrality targets at all (e.g. Russia) or have set such weak 2030 targets that the proclaimed GHG neutrality by 2050 is implausible (e.g. Saudi Arabia and Turkey)). • The rules contain loopholes as many of those tag no legal binding and/or there is too much room for interpretation, making them inadequate to achieve emission reductions on the required scale and, above all, in the shortest possible time. • Even the full implementation of all 2030 targets announced before or in Glasgow may at best ensure warming of 2.5°C compared to pre-industrial levels — and thus 1.0 degree above the 1.5 degrees line, which, according to current scientific knowledge, is the dividing line to potentially uncontrollable climate change leading to a ‘Hot House Earth’ in the long run. • Inclusion of the phrase ‘different national circumstances’, per se, codifies carte blanche for all states to decide for themselves climate protection contribution, in the light of their own priorities and possibilities. No binding criteria are even specified for this. As a result, emissions continue to

Issues	Pledges, targets, initiatives, and mottos under the scope of UNFCCC	Pledges, targets, initiatives, and mottos outside the scope of UNFCCC (i.e. so called Action Track)	Discomforts, concerns, undermining factors and shortcomings
Mitigation	<p>long-term low GHGs Strategy before COP 27, which is aligned to target of Net-Zero emission by 2050, while ensuring just Transition</p> <p>Modalities of Carbon Trading under Article 6 of Paris Agreement:</p> <ul style="list-style-type: none"> - Adopted the guidance on cooperative approaches referred to in Article 6.2 (Decision 2/CMA.3) - The use of cooperative approaches must deliver overall mitigation in global emissions ensuring no net-increase in emissions of participating countries - Emissions reduction activities will generate Internationally Transferred Mitigation Outcomes (ITMOs) units (in ton CO₂ eq) - Application of corresponding adjustments to the ITMO both from inside or outside of NDC scopes/sectors to avoid double counting - Authorization by the Host Parties to specify purpose of ITMO - Overall mitigation in global emissions (OMGE) strongly encouraged through cancellation of ITMOs. - No banking of ITMOs between NDC implementation periods • Adopted the rules, modalities and procedures for Article 6.4 mechanism (Decision 3/CMA.3) - Established a 12 member Supervisory Body to supervise the mechanism under the authority and guidance of the CMA - Issuance of A6.4ERs (equal to 1 ton of CO₂ eq) - A levy of 5% of A6.4ERs as share of proceeds for Adaptation Fund - OMGE: Cancellation of 2% Art. 6.4 credits at issuance cannot 	<p>Powering Past Coal Alliance of 2019</p> <ul style="list-style-type: none"> • At least 23 countries, including Indonesia, Vietnam, South Korea, Ukraine and Poland, make new commitments to phase out national coal-fired power generation; US\$8.5 billion has been pledged for South African Just Energy Transition • BOGA - Beyond Oil and Gas Alliance, initiated by Costa Rica and Denmark and supported by Ireland, France and Sweden, among others, brings together states and municipalities that aim to end oil and gas exploration and make a “just transition” from fossil fuels (Germany is not yet a member). • Over 1000 cities commit to Cities Race to Zero and regions in Net-Zero Coalition • The US and China’s joint declaration to cooperate in the near-term on issues like methane emissions, decarbonisation, and transitioning to clean energy. It includes pledges to establish a joint working group (by China) and to accelerate the phase down of coal consumption, etc. 	<p>rise in many countries and are declining too slowly in others. There is a vagueness around how the phrase will apply to the economically powerful G20 members whose climate protection contributions are clearly not compatible with emission reduction paths that would lead to greenhouse gas neutrality for these countries by 2050/55.</p> <ul style="list-style-type: none"> • The wording ‘phase-down’ of coal without any a deadline attached therewith de facto implies a weak deal. • With the text ‘phase-out of unabated coal power’ (unabated in this context means conventional coal-fired power generation without carbon capture), the door still remains open for so-called ‘clean’ coal-fired power generation, in which carbon dioxide is captured and reused industrially (CCU - carbon capture and usage) or stored underground (CCS - carbon capture and storage) • There is no mention of phasing out all subsidies for fossil energy, but only of ‘inefficient subsidies’, which in turn legitimizes the ‘efficient subsidies’, while leaving room for interpretation as to how to distinguish ‘efficient’ subsidies from the ‘inefficient’ ones. • The need to provide (financial) support to ensure a just transition (from fossil to GHG-neutral energies) has been acknowledged without specifying who has to provide this support and what happens if the support is not forthcoming. • Exclusion of wording on the Renewable Energy is ironic as far as GHG neutrality is concerned

Issues	Pledges, targets, initiatives, and mottos under the scope of UNFCCC	Pledges, targets, initiatives, and mottos outside the scope of UNFCCC (i.e. so called Action Track)	Discomforts, concerns, undermining factors and shortcomings
Mitigation	<p>be accounted towards any other purpose</p> <ul style="list-style-type: none"> - CERs from the Kyoto Credits registered after 2013 can be used in the first NDCs - CDM activities can transition to the A6.4M upon approval by host country (request by 2023, approval by 2025), if they comply with A6.4M rules • Adopted the work programme under the framework for Article 6.8 non-market approaches (Decision 4/CMA.3) • Established Glasgow Committee on Non-Market Approaches to implement the framework & work programme taking forward non-market-based cooperation 		<ul style="list-style-type: none"> • Importance of nature to achieve the long-term goal without any specific reference to the Nature-based Solutions has made the motto unpromising • The measures and commitments without any legal binding under the UNFCCC process and the ones outside the UNFCCC process cannot be easily enforced, nor can their implementation, accountability, and transparency be monitored; hence they remain as a skeptical concern however impressive they appear. Alongside, the abstinence of the major actors from such measures and commitments make them inadequate.
Adaptation	<ul style="list-style-type: none"> • Noted with serious concern the severe adverse impacts of climate change caused by both sudden and slow onset events that will continue to increase as summarized by IPCC's Report • Decided to establish and launch a comprehensive two-year Glasgow-Sharm el-Sheikh work programme on the global goal on adaptation (GGA) (Decision 7/CMA.3, para 2). Key objectives include: <ul style="list-style-type: none"> - Reviewing overall progress in achieving GGA - Enhancing implementation of national adaptation actions - Facilitating establishment of robust system for monitoring and evaluating adaptation actions • Implementation of the work programme has already started with 4 workshops per year • Appealed to Parties to integrate 	<p>Announced:</p> <ul style="list-style-type: none"> • USD 50bn Resilience and Sustainability Trust by IMF • Mobilization of USD 450m for initiatives and programmes dedicated to enhancing Locally-Led Adaptation 	<ul style="list-style-type: none"> • The Glasgow Climate Pact has not made any decisions on adaptation actions • Even the doubling of the adaptation finance will be way insufficient to slow the approaching to hard limit of adaptation; the financing needs are at least ten times higher • The word 'urge', per se, reflects no strong obligation for mobilizing the fund required • 50:50 balance between adaptation and mitigation finance still remains a far cry • With no robust measurement, reporting, and verification mechanism in place for adaptation actions as yet, the implementation of the actions is highly questionable. • MDBs, IFIs, Private Sectors have been called upon to mobilize,

Issues	Pledges, targets, initiatives, and mottos under the scope of UNFCCC	Pledges, targets, initiatives, and mottos outside the scope of UNFCCC (i.e. so called Action Track)	Discomforts, concerns, undermining factors and shortcomings
Adaptation	<p>adaptation into local, national and regional planning</p> <ul style="list-style-type: none"> • Urged Parties to follow a country-driven, gender responsive, participatory and transparent approach in planning and implementing adaptation actions • Noted with concern that the current provision of climate finance for adaptation remains insufficient (Decision 1/CP.26, para10; Decision1/CMA3, para14) • Urged developed country Parties to at least double their collective provision of climate finance for adaptation (compared to the 2019 level) to developing country Parties by 2025 (Decision1/CMA3, para18) • New commitment for mobilizing USD 356 million for adaptation, including 116 million from EU and multi-year commitments from Norway and Ireland (US, Canada and Qatar pledged for the first time) 		<p>scale-up finances for adaptation. Also, Parties have been encouraged to explore approaches, instruments etc. for mobilizing adaptation funds from the Private Sector. These on one side debilitate the responsibility and focus of UNFCCC on adaptation and threaten the logical claim for grant-based adaptation finance on the other</p> <ul style="list-style-type: none"> • Achieving adaptive capacity to well survive the future hazardous events requires far more financial resources than can be mobilised in the UNFCCC process in the foreseeable future.
Long Term Climate Finance and New Collective Quantified Goal on Climate Finance	<ul style="list-style-type: none"> • Deep regret on failure of the developed country Parties to mobilize USD 100 billion per year (Decision 1/CP.26, para 26; Decision1/CMA3, para 44) • Urged developed country Parties to fully deliver on the USD 100 billion goal urgently and through to 2025 and emphasized the importance of transparency in the implementation of their pledges (Decision 1/CMA.3, paragraph 46) • By decision 9/CMA.3, Parties agreed to set up deliberations on the new collective quantified finance goal (NCQG) containing: • Ad hoc work programme for 		<ul style="list-style-type: none"> • With no clear definition of Climate Finance at hand as yet, bringing the transparency, accountability, and predictability in long-term climate finance is merely a day-dream • No specific guideline on the eligibility and accessibility of the highly indebted poor countries to the concessional forms of climate finance • No pre-judgment about the substance of the goal, i.e., about its scale, the balance between mitigation and adaptation or loans and grants, whereby reducing predictability of the finance

Issues	Pledges, targets, initiatives, and mottos under the scope of UNFCCC	Pledges, targets, initiatives, and mottos outside the scope of UNFCCC (i.e. so called Action Track)	Discomforts, concerns, undermining factors and shortcomings
<p>Long Term Climate Finance and New Collective Quantified Goal on Climate Finance</p>	<p>2022–2024 (para3)</p> <ul style="list-style-type: none"> • Four technical expert dialogues per year (para5) • High-level ministerial dialogues (para10) • Stock-takes and guidance by the CMA (para12) • Requests the SCF to continue its work on definitions of climate finance for consideration by the CMA4 (Decision10/CMA3, para3). 		<ul style="list-style-type: none"> • No provision of punitive measures for delaying mobilization of funds or denying the fund pledges
<p>Loss and Damage</p>	<ul style="list-style-type: none"> • Governance of the WIM will continue at CMA4 session (Decision 19/CMA.3, para 13) • Decided the functions of the Santiago Network on Loss and Damage (SNLD) (Decision 19/ CMA.3, para 9) • Decided to provide SNLD with the financial means to provide technical support for the implementation of relevant approaches in the countries with the aim of avoiding, minimising and addressing climate-related damage and losses (Decision 1/ CMA.3, para 67). • A dialogue programme i.e., Glasgow Dialogue, was agreed for June 2023 to further discuss how financing could be provided in the future to address climate-related damages. 	<ul style="list-style-type: none"> • Scottish Government, in partnership with Climate Justice Resilience Fund, pledged £1 million as ‘Loss and Damage Grants’; it stands around £4 million from different sources 	<ul style="list-style-type: none"> • No agreement on the establishment of a finance facility to organize burden-sharing for addressing L&D • No clear source of finance has been established • No directive on the L&D measurement mechanism is yet in place • No agreement on whether the WIM will be accountable to COP or CMA; the developed country parties, especially the US, want the WIM to be under the sole authority of CMA to evade any future liability and compensation argument arisen in the COP

About CPRD

Center for Participatory Research and Development–CPRD (www.cprdbd.org), a progressive think-tank in Bangladesh, has been consistent in implementing research, advocacy and capacity building activities for establishing climate and development justice. CPRD promotes alternative development ideas, builds capacity of the NGOs/CSOs and supports development of knowledge-based youth leadership and facilitates their involvement and influence in the national as well as global policy discourses on climate change and sustainable development.

So far, CPRD published a number of policy papers, articles, research briefs, journal articles, book chapters etc. on trade and globalization, food security and livelihoods, disaster risk reduction, climate justice, displacement and migration, loss and damage etc., many of which introduced new knowledge and debate in national and global policy discourses.

ACT FAST, ACT TOGETHER !!

It's Already too LATE

The scientific evidences on the disastrous impacts of climate change are ever more conclusive. The repercussions will be worldwide and, undeniably, irreversible if we still deny and delay actions for an economy-wide robust emissions cut. Already, The Earth's average temperature has increased to 1.1 degrees Celsius from the pre-industrial levels. Though the goal of limiting the rise of global average temperature to '1.5 degrees Celsius' from the pre-industrial level politically survived in COP 26 decisions, the only accountable measure (i.e., enhanced emission reduction under the NDCs) to achieve this goal is far short from the requirements. A synthesis on the NDCs submitted by the 193 Parties to the Paris Agreement, including 24 updated or new NDCs submitted after the Glasgow COP, predicts an increase of emissions by 10.6 percent by 2030, compared to 2010 levels. The submitted NDCs cover 94.9 percent of total global GHGs emissions in 2019, and even their full implementation could put the world on track for around 2.5 degrees Celsius of warming by the end of the century.

Arguably, the nationally determined bottom-up governance architecture of the Paris Agreement is not working. Instead of committing real emissions cut, countries are found lovingly involved in lengthening the climate talks year after year. Both the developed and advanced developing countries, respectively the historical and the present-time polluters, are either denying or deferring mitigation actions from the context of their short-term political/national interests.

The situation has pushed the human civilization to an emergency- it's Climate Emergency, it's Planetary Emergency. In the context of emergencies, we are left with no space to quarrel over the emitter status- 'big' or 'growing'. All should progressively enhance their mitigation commitments according to their common but differentiated responsibilities and respective capabilities (CBDR-RC).

A real and deeper emission cut is a must to leave a livable Earth for the future generations.

Together for
CLIMATE JUSTICE

act:onaid



Brot
für die Welt

