

The Paris Agreement and the LDCs: Analysing COP21 outcomes from LDC positions

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Analysing COP21 outcomes
from LDC positions

Achala Abeyasinghe, Brianna Craft, Janna Tenzing

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At the end of 2015, the 196 parties to the United Nations Framework Convention on Climate Change (UNFCCC) gathered in Paris for the 21st session of the Conference of the Parties (COP21). On 12 December, they adopted the Paris Agreement, contained in Decision 1/CP.21.

Marking the successful end to negotiations that started at COP17 in Durban four years earlier, the agreement is an important milestone for the poorest members of the international community. This paper provides an analysis of the Paris Agreement and the relevant sections of Decision 1/CP.21 that give effect to the agreement, based on the positions of the 48 Least Developed Countries.

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Summary

On 12 December 2015, the 196 parties to the UNFCCC adopted the Paris Agreement. The 48 members of the Least Developed Country (LDC) group – representing the poorest members of the international community and among the most vulnerable to the effects of climate change – had actively engaged in the negotiations leading up to this milestone in multilateral diplomacy.

The LDCs had called for the new agreement to safeguard three overarching elements:

- 1) The highest possible legal rigour under international law – in other words, that it should be a ratifiable legal instrument containing legally binding commitments.
- 2) Universal participation.
- 3) Effective provisions to ensure adaptation and the reduction of greenhouse gas emissions, and to address losses and damages from irreversible climate impacts.

To many extents, the Paris Agreement, contained in Decision 1/CP.21, has addressed these key asks. It is a legally binding treaty under international law. Although the legal force of parties' commitments is diminished compared with the Kyoto Protocol, the Paris Agreement introduces many 'top-down' elements – such as the compliance mechanism and transparency system – to ensure its effectiveness. The diminished legal force attached to parties' substantive commitments is further compensated by the universal nature of parties' obligations and the unitary system for reviewing implementation, compliance and effectiveness. Given the inherently voluntary nature of international cooperation, the mixture of voluntary and mandatory approaches can be seen as a more realistic approach to framing future international coordination of climate action.

The articles of the Paris Agreement and the provisions in Decision 1/CP.21 that give effect to the agreement also reflect many of the LDCs' specific and long-standing priorities in the UNFCCC process. This paper explains how the outcome of COP21 reflects the LDCs' positions.

Framing the agreement

The preamble to the Paris Agreement highlights the LDCs' specific needs and special situations with regard to funding and technology transfer, while Article 2 (which contains the purpose of the agreement), includes a call for parties to pursue efforts to limit temperature increases to 1.5°C above pre-industrial levels. Although the language is weaker than the LDCs intended, this represents a step forward towards strengthening the 2°C goal that previously dominated the rhetoric.

Climate actions and means of implementation

Article 4 on mitigation refers to global peaking of greenhouse gas emissions as soon as possible, and reflects a call for net zero emissions in the second half of the century. In line with the LDC position, it states that developing countries should continue to take the lead in mitigation actions, while developing countries should equally continue to enhance their mitigation efforts (with support). All parties' contributions to the global mitigation effort should be more ambitious over time. Given their special circumstances, LDCs may contribute by putting forward low greenhouse gas emissions development strategies, plans and actions. These nationally determined contributions should be communicated every five years.

Article 7 acknowledges the link between mitigation ambition and adaptation needs, and is clear about support for implementing adaptation actions. It recognises National Adaptation Plans as a means to communicate adaptation actions under the Paris Agreement. While the Least Developed Countries' Expert Group and the Adaptation Committee – two important UNFCCC bodies that give LDCs adaptation support – are not anchored in the Paris Agreement, Decision 1/CP.21 makes several requests for them to operationalise adaptation actions in the near future.

Of the priorities the LDCs wished to see reflected in the agreement, perhaps the most important was that loss and damage be included as a standalone article. Article 8 recognises loss and damage as a separate issue from adaptation that parties should address.

Although most of the LDC positions on finance are in the agreement, Article 9 is weaker than the LDCs had hoped. It includes a commitment by developed country parties to provide finance to developing countries, and encourages other parties to also provide support on a voluntary basis. It refers to the importance of grant-based and public sources of finance, particularly for adaptation, and the need to balance support for mitigation and adaptation. The article also includes provisions to help ensure predictability of climate finance flows, and monitor and review the support provided. While important climate funds such as the Least Developed Countries Fund are not anchored in the agreement, Decision 1/CP.21 stipulates that they can serve the agreement. The decision further calls on parties to set a new collective quantified finance goal before 2025, from a floor of US\$100 billion (the current goal).

The LDCs successfully negotiated the inclusion of a clear reference to support for technology development and transfer in Article 10. The article also anchors the existing Technology Mechanism, its Climate Technology Centre and Network and Technology Executive Committee in the new agreement.

The LDCs' key capacity building ask was to enhance support by establishing an institutional mechanism to coordinate and implement capacity building activities. Although this was not included in Article 11, Decision 1/CP.21 establishes the Paris Committee on Capacity Building.

Holding parties to account

Among the LDCs' main asks was to establish an enhanced and robust system for transparency of action and support, to build mutual trust and confidence among parties and promote the effective implementation of the agreement. Article 13 establishes such a framework, with flexible terms for LDCs and small island developing states to take into account their special situations and different capacities.

In line with the LDC position, Article 14 establishes a periodic, global stocktake of the implementation of climate actions as a mandatory requirement to assess collective progress towards achieving the Paris Agreement's purpose and long-term goals. Although the LDCs called for both forward-looking and retrospective reviews of individual and collective actions, there was no consensus on this issue.

Putting the agreement into practice

The LDCs wanted a strong mechanism to promote and enforce compliance with the provisions of the Paris Agreement. Article 15 establishes a facilitative and non-punitive compliance mechanism, with an expert-based committee to promote and facilitate it. This committee will include one LDC member.

Article 21 stipulates that the agreement enters into force on the 30th day after the date on which at least 55 parties to the convention, accounting for a minimum of 55 per cent of total global greenhouse gas emissions, have ratified the agreement. While the LDC preference was for a single trigger as the condition for the agreement's entry into force, they later agreed to the double trigger approach in order to ensure participation by countries that have higher levels of GHG emissions.

Conclusion

Although the final outcome of negotiations reflects some LDC positions more strongly than others, our analysis shows that the Paris Agreement and Decision 1/CP.21 have addressed many of their long-standing key asks in the UNFCCC process. Much work remains to be done over the coming months and years to ensure effective implementation of the agreement, in particular by the Ad Hoc Working Group on the Paris Agreement and the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement. However, our assessment of the outcomes of Paris conveys a positive outlook for LDCs.

Setting the scene



1.1 Introduction

On 12 December 2015, the 196 parties¹ to the UNFCCC, gathered in Paris for the 21st session of the Conference of the Parties (COP21), adopted the Paris Agreement, contained in Decision 1/CP.21.

This historic outcome marked a successful end to a negotiation process that started at COP17 in Durban four years earlier. With the failure of COP15 in Copenhagen still weighing heavily on the minds of all involved, the parties had established the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP). Recognising the urgent need to address the threat of climate change on human societies and the planet and to strengthen the UNFCCC if they were to fulfil its ultimate objective,² parties tasked the ADP to “develop a protocol, another legal instrument or an agreed outcome with legal force under the Convention, applicable to all parties” (UNFCCC 2013). This work was to be completed before the end of 2015 so the outcome could be adopted at COP21 and come into effect and be implemented from 2020.

This paper focuses on the Paris Agreement – and where relevant, provisions in Decision 1/CP.21 that give effect to the agreement, particularly those dealing with immediate next steps – to explain how the outcome of COP21 reflects the positions of the 48 Least Developed Countries (LDCs), the poorest members of the international community. Section 1 sets the scene and explains why we consider the COP21 to be an important milestone. In Section 2, we analyse various aspects of the agreement and the relevant sections of Decision 1/CP.21 that give effect to the agreement, based on LDC positions. We start with the preamble and the article containing the purpose of the new agreement. We then go on to analyse in Section 3 the articles on actions that parties commit to undertake and the means to facilitate them. Section 4 covers the steps that have been put in place to ensure transparency of action and support and track progress. We then look at how LDCs have ensured the agreement comes into force and is implemented in Section 5, and offer our conclusions in Section 6.

1.2 The big picture

COP21 was a milestone in the UN's decision-making history. All 196 parties to the UNFCCC adopted the Paris Agreement, a universally binding treaty that aims to enhance the implementation of climate action under the UNFCCC, marking the beginning of a new era for international climate governance.

Throughout the negotiations, the LDC group had called for the Paris outcome to safeguard the following three key elements:

- 1) The highest possible legal rigour under international law – in other words, that it should be a ratifiable legal instrument containing legally binding commitments.
- 2) Universal participation.
- 3) Effective provisions to ensure adaptation and the reduction of greenhouse gas emissions, and to address losses and damages from irreversible climate impacts.

To many extents, the Paris Agreement, and the provisions in Decision 1/CP.21, have addressed the LDCs' key asks.

The agreement is a legally binding treaty under international law that meets the requirements of the Vienna Convention of the Law of Treaties. Compared with the Kyoto Protocol, the legal force of parties' commitments on mitigation is diminished. But the Paris Agreement introduces many top-down elements – such as the compliance mechanism and transparency system – to ensure its effectiveness. The diminished legal force attached to parties' substantive commitments is compensated by the universal nature of parties' obligations and the unitary system for reviewing implementation, compliance and effectiveness. Given the inherently voluntary nature of international cooperation, the mixture of voluntary and mandatory approaches can be seen as a more realistic approach to framing future international coordination of climate action.

Decision 1/CP.21 has provisions that give effect to the articles of the agreement. These deal with actions to be undertaken, for example, by the newly established Ad Hoc Working Group on the Paris Agreement (APA) or other bodies under the UNFCCC prior to the agreement's entry into force. The APA will, among other things, recommend decisions for adoption to the agreement's supreme decision-making body – the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA) – which will convene once the Paris Agreement comes into force.

Although the agreement was clearly the major outcome of COP21, there were other outcomes which, while not carrying the same legal weight, are still important. These include:

- The outcome of the ADP's 'workstream II': a section in Decision 1/CP.21 that deals with enhancing ambition and action in the pre-2020 period.
- The 'intended nationally determined contributions' (INDCs) to the agreement: 188 countries' initial or proposed climate action plans. Both the agreement and Decision 1/CP.21 stipulate that parties must finalise their first set of INDCs and communicate these as nationally determined contributions (NDCs) at least 9–12 months before the start of the first contribution cycle (2020). See Section 3.1 for further information on NDCs.
- The Lima-Paris Action Agenda: a **joint undertaking** of the Peruvian and French COP presidencies, the Office of the Secretary-General of the UN and the UNFCCC Secretariat to strengthen climate action throughout 2015, at COP21 in Paris and beyond by bringing together a large number of non-state actors on the global stage to accelerate cooperative climate action in support of the Paris Agreement.³

Framing the agreement



2.1 The preamble

As with other multilateral agreements, decisions or resolutions, the Paris Agreement begins with a preamble. This section usually presents the background or context in which an outcome has been reached, but is not itself legally binding (Abeyasinghe *et al.* 2015). It is important because it can guide the interpretation of the operative section that follows (where the obligations are contained).

Among the most important ‘wins’ for LDCs in the Paris Agreement’s preamble is that it takes full account of their specific needs and special situations with regard to funding and transfer of technology (UNFCCC 2016). At COP 21, many parties opposed any sort of demarcation that would imply that certain countries or populations are more vulnerable than others (and should therefore get more support). The issue of vulnerability to the adverse effects of climate change remains an extremely contentious topic of discussion.

Parties found it difficult to agree on a standalone paragraph in the preamble that gives special recognition to LDCs. This was despite it reflecting the language used in UNFCCC Article 4.9 on the specific LDC needs and special situations around technology funding and transfer. But they ultimately agreed that LDCs face challenges from climate change that go beyond the climate change context. Some of these – low per capita gross national income, structural impediments related to human assets and economic vulnerability to external shocks – are reflected in the UN’s criteria to determine which countries are categorised as LDCs.⁴

The preamble contains a number of other provisions that the LDC group called for, including recognition of the UNFCCC’s ultimate objective and principles. It develops the principle of common but differentiated responsibilities and respective capabilities (CBDR-RC) by adding “in the light of different national circumstances”, language that first appeared at COP20.

For LDCs, the urgency of climate action demands that all parties make efforts to achieve the convention’s ultimate objective. So while the LDC group favoured the former position, it firmly believed that developed countries should take the lead, given that their past actions caused the climate change problem in the first place. This compromise language appears in various parts of the new agreement and Decision 1/CP.21.

Equally important for LDCs was the preamble’s recognition of:

- the need to effectively and progressively respond to the climate change threat on the basis of the best available scientific knowledge
- the intrinsic linkage between climate change action, sustainable development and poverty eradication
- the importance of safeguarding food security, and
- gender equality and the empowerment of women.

While the Paris Agreement’s preamble contains the LDCs’ key asks, other issues the group wanted to see included in the agreement appear in Decision 1/CP.21’s preamble instead, and therefore carry less weight. For example, the decision’s preamble recognises that “climate change represents an urgent and potentially irreversible threat to human societies and the planet and thus requires the widest possible cooperation by all countries” and that “deep reductions in global emissions will be required ... to achieve the ultimate objective of the Convention ... emphasising the need for urgency in addressing climate change”. It also emphasises “the enduring benefits of ambition and early action, including major reductions in the cost of future mitigation and adaptation efforts” and highlights the importance of universal access to sustainable energy.

2.2 The purpose

The purpose of the Paris Agreement is to strengthen the global response to the climate change threat. It aims to do this by:

- “holding the increase in the global average temperature to well below 2°C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5°C above pre-industrial levels, recognising that this would significantly reduce the risks and impacts of climate change” (Article 2.1a)
- “increasing the ability to adapt to the adverse impacts of climate change and foster climate resilience and low greenhouse gas emissions development, in a manner that does not threaten food production” (Article 2.1b), and
- “making finance flows consistent with a pathway towards a low greenhouse gas emissions and climate-resilient development” (Article 2.1c).

Article 2.2 further mandates that the principle of CBDR-RC “in the light of different national circumstances” should be reflected in the implementation of the agreement.

All the provisions in Article 2 are consistent with LDC positions, although some are weaker than they had intended. The LDCs and other climate-vulnerable parties from the Alliance of Small Island States and the Africa Group wanted the agreement to firmly commit parties to limiting the global average temperature increase to less than 1.5°C above pre-industrial levels. This would mean steep emission reductions by 2050. They argued that achieving this goal was a matter of survival for their countries and populations. Even if the global community successfully cooperated towards holding the global average temperature increase to 2°C, warming and associated risks would not be evenly distributed: they would be highest in those regions where LDCs are located.

The final language only asks parties to “pursue efforts” to achieve the 1.5°C goal. But this does represent a significant normative gain, given that previous rhetoric (within and outside the UNFCCC) had been dominated by references to 2°C. This more ambitious temperature goal signals urgency for climate action, and sets the direction of travel for all commitments under the Paris Agreement.

For LDCs, it was important that the agreement made clear the linkages between mitigation, adaptation and the costs of responding to climate change (including dealing with loss and damage). Although this is not well reflected in Article 2, it does recognise the importance of finance for enabling low-carbon and climate-resilient development pathways. This is a critical provision for LDCs, because they are expected to contribute to the collective effort to achieve the UNFCCC’s ultimate objective by developing in a way that does not lead to higher concentrations of greenhouse gases in the atmosphere.

Climate actions and means of implementation

3

3.1 Mitigation

Article 4 of the Paris Agreement and paragraphs 22–40 of Decision 1/CP.21 deal with mitigation. Making reference to the long-term temperature goal set out in Article 2, Article 4 sets out the overall aim of parties' mitigation actions: "to reach global peaking of greenhouse gas emissions as soon as possible, recognising that peaking will take longer for developing country parties" and "to undertake rapid reductions thereafter in accordance with the best available science, so as to achieve a balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century". All this is to be done "on the basis of equity, and in the context of sustainable development and efforts to eradicate poverty" (Article 4.1).

This language is weaker than LDC calls for steep emission reduction rates of 70–95 per cent by 2050, compared with 2010 levels. It also implies carbon neutrality but does not mention decarbonisation in the second half of the century, which the LDCs believed was necessary.

Article 4.2 mandates each party to "prepare, communicate and maintain successive nationally determined contributions that it intends to achieve... [and] pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions." Throughout the negotiations, the LDC group emphasised the importance of commitment to results rather than commitment to process – for example, favouring mitigation commitments to achieve the 1.5°C goal over commitments to simply communicate NDCs. Article 4.2 is evidently weaker than the LDC position: rather than call for parties to achieve or fulfil their NDCs, it mandates them to pursue actions to aim to achieve them. Again, this represents compromise text, as many parties opposed the inclusion of language about achieving or fulfilling NDCs.

Article 4.3 states that parties' successive NDCs will represent a progression beyond their current NDC and reflect their highest possible ambition: their CBDR-RC in the light of their own national circumstances.

Article 4.4 states that, while developed country parties should "continue taking the lead by undertaking economy-wide absolute emission reduction targets," developing country parties should "continue enhancing their mitigation efforts and are encouraged to move over time towards economy-wide emission reduction or limitation targets." The principle of progression reflected here, which goes further than a principle of 'no backsliding', was one of the LDCs' key asks.⁵

The LDCs believe that developed country parties should take the lead in responding to climate change, in light of their historical responsibility for causing it. But they also

believe that developing countries have an important role to play in the global effort to sharply reduce greenhouse gas emissions. While the final text only encourages these parties to continue enhancing their mitigation efforts, the language represents an important step toward acknowledging the reality that some developing countries have the means to and/or are already making efforts to cut their emissions.

Three important provisions in Article 4 further reflect LDCs' key asks. These relate to:

- **Support**, which "shall be provided to developing country Parties for the implementation of this Article, ... recognising that enhanced support for developing country Parties will allow for higher ambition in their actions" (Article 4.5).
- **Special treatment for LDCs**: LDCs and small island developing states (SIDS) "may prepare and communicate strategies, plans and actions for low greenhouse gas emissions development reflecting their special circumstances" (Article 4.6). This was a result of calls for special recognition of LDC and SIDS situations and for using the language agreed in Lima's Decision 1/CP.20 in the Paris Agreement.
- **The cycle of contributions**: Each party is mandated to communicate its NDC every five years, which should be informed by the outcomes of the global stocktake (Article 4.9). The Conference of the Parties serving as the meeting of the parties to the Paris Agreement (CMA) shall consider common timeframes for these NDCs at its first session (CMA1) (Article 4.10), and a party can adjust its existing NDC at any time to make it more ambitious (Article 4.11). This last provision reflects the principle of progression. These provisions were all 'wins' for LDCs, who called for five-year cycles of commitment to avoid locking low ambition into parties' contributions, as might have happened with the ten-year cycles many parties preferred. They also reflect the LDC position that NDC cycles should include a (retrospective) review of the implementation of current NDCs, the communication of a new INDC, a forward-looking assessment of the proposed INDC that would allow for its upward adjustment before finalisation and the use of common timeframes for this cycle.⁶

Two LDC asks are missing from Article 4 and Decision 1/CP.21, relating to NDCs and the monitoring, reviewing, verification (MRV) and transparency of mitigation actions.

LDCs wanted NDCs to be included in an annex to the Paris Agreement, to give them legal rigour. Instead, Article 4.12 states that NDCs shall be recorded in a public registry maintained by the secretariat, and Decision 1/CP.21 contains a provision for NDCs submitted prior to 2020 to be recorded in an interim

public registry, which the secretariat is to make available in 2016 (paragraph 30).

Article 4.8 specifies that all parties “shall provide the information necessary for clarity, transparency and understanding” in communicating their NDCs. Decision 1/CP.21 requests the APA to further develop guidance around the information that parties should provide the CMA for consideration and adoption at CMA1 (paragraph 28). But LDCs highlighted the importance of MRV and transparency to ensure that countries are not only communicating but also implementing their NDCs to achieve a target, and that these actions are ambitious enough to achieve the ultimate goal of the agreement and the UNFCCC. Article 4.13 merely alludes to this, mandating all parties to account for their NDCs in a manner that promotes environmental integrity, transparency, accuracy, completeness, comparability and consistency and avoids double counting.

Other provisions relevant for LDCs

Article 4.19 asks all parties to “strive to formulate and communicate long-term low greenhouse gas emission development strategies,” and Decision 1/CP.21 invites parties to communicate their mid-century strategies by 2020 (paragraph 35).

Decision 1/CP.21 asks that all parties communicate their NDCs 9 to 12 months in advance of the relevant CMA session, to ensure their contributions are clear and transparent and so they can be included in the secretariat’s synthesis report (paragraph 25).

Article 5 encourages action to reduce emissions from deforestation and forest degradation and foster conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries (REDD+), through the existing UNFCCC framework. While the LDC group did not have a common position on this issue, REDD+ is important for many of them.

Article 6 deals with voluntary cooperation to implement NDCs to allow for higher ambition in parties’ mitigation and adaptation actions, and to promote sustainable development and environmental integrity. The agreement establishes a new mechanism for this, under the authority and guidance of the CMA.

Next steps

In May 2016, the APA will start work on developing further guidance on features of the NDCs, as well as for the information Parties should provide to facilitate clarity, transparency and understanding of their respective NDCs. It will also elaborate guidance on accounting for Parties’ NDCs drawing on past experience under the Convention. Similarly, the Subsidiary Body for Implementation (SBI) will begin developing modalities and procedures for the operation and use of the

public registry where NDCs will be recorded. Finally, the Subsidiary Body for Scientific and Technological Advice (SBSTA) will begin work on developing the rules, modalities and procedures for the mechanism for voluntary cooperation. The CMA will consider and take decisions on the work of these bodies at its first session.

3.2 Adaptation

An LDC priority at COP21 was ensuring that the Paris Agreement focused on implementing adaptation actions rather than establishing adaptation planning processes. Article 7 reflects this and other LDC priorities.

The LDC group wanted the Paris Agreement to clearly acknowledge the link between mitigation ambition and adaptation needs. Article 7.4 states that parties recognise that there is a significant need for adaptation and that greater levels of mitigation can reduce the need for more adaptation efforts. This language directly links mitigation levels to adaptation needs. It goes on to say that greater adaptation needs can involve greater adaptation costs. Alluding to the link between mitigation ambition and adaptation needs, Article 7.1 establishes a global adaptation goal that has the overall aim of ensuring an adequate adaptation response in the context of the temperature goal in Article 2 (see Section 2.2). Along with the Group of 77 and China, the LDC group firmly supported the inclusion of this language at COP21.

It was also important – particularly for LDCs – that the agreement text was clear about support for implementing adaptation actions. Articles 7.6 and 7.13 relate specifically to support. The former makes a general statement that parties recognise the importance of support for and international cooperation on adaptation efforts. The latter indicates that developing country parties will be provided with continuous and enhanced international support that should enable countries to implement enhanced adaptation action (Article 7.7), plan and implement adaptation (Article 7.9), and submit and update adaptation communications (Articles 7.10 and 7.11).

Article 7 makes multiple references to the implementation of adaptation actions. Article 7.9 talks about both planning and implementation, reflecting the LDC group’s stated priority. Article 7.14 says that the global stocktake will enhance the implementation of adaptation action and the adequacy and effectiveness of support for adaptation (see Section 3.2 for more information).

The group also sought to anchor national adaptation plans in the Paris Agreement, ensuring they go beyond planning to create implementable actions that respond to adaptation needs. Article 7.9b details how they can do this.

During Paris Agreement negotiations, the LDC group expressed the desire to establish regional centres devoted to adaptation. Decision 1/CP.21 (paragraph 44) carries forward this position by requesting parties to strengthen regional cooperation on adaptation where appropriate – and establish regional centres and networks where necessary – particularly in developing countries.

The decision text also refers to support and the LDC group specifically. Paragraph 46 requests the Green Climate Fund (GCF) to expedite support for LDCs and other developing country parties to formulate national adaptation plans and implement the policies, projects and programmes identified in these plans. This reflects the LDC group's priorities around implementation and the important issues of support for action as well as planning.

The LDC group wanted Article 7 to make direct reference to the LDCs, but this was dropped from the final text in the course of the negotiations. Article 7.2, which describes parties' recognition of adaptation as a global challenge, does refer to the needs of developing countries that are particularly vulnerable to the adverse effects of climate change. These particularly vulnerable developing countries are also referenced in Article 7.6, wherein parties recognise the importance of support for, and international cooperation on, adaptation efforts.

Next steps

The LDC group wanted the Paris Agreement to make clear reference to the Least Developed Countries Expert Group (LEG) and Adaptation Committee. Although this was not included in the agreement text, Decision 1/CP.21 makes several requests to the Adaptation Committee and the LEG to operationalise adaptation actions in the near future.

Paragraph 42a asks the Adaptation Committee to review the UNFCCC's adaptation-related arrangements in 2017, to identify ways of enhancing the coherence of their work so it will respond adequately to parties' needs. Paragraphs 41, 42 and 45 also identify the following actions for the Adaptation Committee and the LEG, so they can make recommendations at CMA1:

- jointly develop modalities to recognise the adaptation efforts of developing country parties
- consider methodologies for assessing adaptation needs with a view to assisting developing countries, and
- work with the Standing Committee on Finance to develop methodologies to facilitate the mobilisation of support for adaptation in developing countries and review the adequacy and effectiveness of adaptation and support.

It is clear that much of the work to be done on adaptation in the near future will involve formulating modalities aimed at assessing the effectiveness of adaptation action and support.

3.3 Loss and damage

Loss and damage was one of the LDC group's flagship issues in the Paris Agreement negotiations. Of the priorities the group wished to see reflected in the agreement, perhaps the most important was that loss and damage be included as a standalone article. Article 8 recognises loss and damage as a separate issue from adaptation that parties should address.

The group also wished to anchor an institutional loss and damage mechanism in the agreement to ensure a permanent institution in the post-2020 climate regime. Article 8.2 anchors the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (WIM) to the agreement, under the CMA's authority and guidance. Although the agreement falls short of establishing a new institutional mechanism on loss and damage, it gives the CMA power to enhance and strengthen the WIM.

The LDC group also sought to clarify approaches to address loss and damage and ensure the provision of support. Article 8.3 reflects compromise language by incorporating portions of these asks. It states that parties should enhance understanding, action and support with respect to loss and damage associated with the adverse effects of climate change. But it qualifies this, stating that parties do so as appropriate and on a cooperative and facilitative basis.

Decision 1/CP.21 requests the WIM's Executive Committee establish a task force with existing bodies and expert groups under the UNFCCC, including the Adaptation Committee and the LEG. This task force is to develop recommendations for integrated approaches to avert, minimise and address displacement related to the adverse impacts of climate change.

The LDC group wanted the agreement to clearly reference the LEG and Adaptation Committee and include a provision for a displacement coordination facility to address migration issues related to the adverse impacts of climate change. Although Article 8 does not reflect either of these positions, Decision 1/CP.21 uses some of the language in paragraph 49. But forming a task force to recommend approaches to address displacement is far from establishing the displacement coordination facility the LDC group originally proposed.

Next steps

As a result of decisions made before Paris, the WIM is scheduled for review at COP22 in November 2016. And although Decision 1/CP.21 includes several provisions around the WIM, it also makes clear that the COP22 review will impact the actions they carry forward. Paragraph 48 asks the WIM's Executive Committee to start work to operationalise the task force at its next meeting and establish a clearing house that would serve as a repository for information on insurance and risk transfer.

The LDC group will need to continue actively engaging with the WIM, its Executive Committee and the review, to influence any pre-2020 activities around loss and damage.

3.4 Finance

Article 9 contains provisions on finance. Although most of the LDC positions on finance are in the final outcome, these are weaker than they had hoped.

Article 9.1 dictates that “developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in the continuation of their existing obligations under the Convention.” In line with the LDC position, Article 9.2 states that “other Parties are encouraged to provide or continue to provide such support voluntarily.”

These two paragraphs reflect the compromise reached between those who believe only developed countries should provide finance, given their historical responsibility for climate change, and those who oppose language that reinforces the developed and developing country binary, maintaining that certain developing countries are big emitters and/or in a position to increase their support to global efforts to respond to climate change.

Article 9.3 states that “developed country Parties should continue to take the lead in mobilising climate finance from a wide variety of sources, instruments and channels, noting the significant role of public funds, through a variety of actions, including supporting country-driven strategies, and taking into account the needs and priorities of developing country Parties.” It also states that “such mobilisation of climate finance should represent a progression beyond previous efforts.”

LDCs felt it was important for the agreement to state that climate finance should come primarily from public sources, and that the scale of finance provided should be commensurate with the needs of developing country parties. But the language in the agreement is weaker than the LDCs wished. It notes that public funds play a significant role and that the scale of finance should take

into account, rather than fully respond to, developing country needs.

With most climate finance to date allocated to mitigation activities, the LDCs and other developing countries insisted the Paris Agreement call for a balanced allocation of resources for adaptation and mitigation. They also wanted a reference to the priorities and needs of developing country parties, to enhance their role in managing and disbursing funds received. Article 9.4 stipulates that “the provision of scaled-up financial resources should aim to achieve a balance between adaptation and mitigation, taking into account country-driven strategies, and the priorities and needs of developing country Parties.”

The LDCs and SIDS added a reference to countries with “significant capacity constraints”, to ensure that the agreement adequately reflected their special circumstances in terms of limited capacity, which goes beyond vulnerability to climate change. Article 9.4 recognises that some countries, such as LDCs and SIDS, are particularly vulnerable to climate change and have significant capacity constraints. The LDC group and other developing country parties strongly emphasised the need for public and grant-based resources for adaptation. Article 9.4 states that these should be considered when providing resources.

But although all these key LDC asks are contained in Article 9.4, again the language is weak. Parties are committed to “aim to achieve” a balance between adaptation and mitigation and public and only need “consider” grant-based resources for adaptation.

For the LDCs and other developing countries, it was important that the agreement include a strong provision to ensure predictable climate finance flows. The group joined calls from the wider developing country bloc for a strong provision on finance MRV.

Article 9.5 states that developed country parties should commit to biennially communicate indicative quantitative and qualitative information related to the provision and mobilisation of finance, “including, as available, projected levels of public financial resources to be provided to developing country Parties”. Other parties are encouraged to communicate such information on a voluntary basis. Article 9.6 requires the global stocktake to take this and other information on climate finance efforts from parties and/or agreement bodies into account.

Article 9.7 has an MRV provision for finance, which commits developed country parties and encourages others to biennially communicate “transparent and consistent information” on the support they are providing and mobilising for developing country parties through public interventions.

The final two clauses of Article 9 deal with institutions. Article 9.8 specifies that the UNFCCC's financial mechanism and its operating entities – the GEF and the GCF – will also serve as the financial mechanism of the Paris Agreement. This was a key ask of the LDCs, who saw an important role for the GEF and GCF – and for GEF-administered UNFCCC climate funds such as the Least Developed Countries Fund (LDCF) in particular. They wanted the LDCF to be explicitly mentioned in the agreement, to give it an important role in the post-2020 global climate finance landscape. Instead, the finance section of Decision 1/CP.21 states that it will serve the agreement (paragraph 58).

The LDCs supported calls for the Adaptation Fund to serve the new agreement, acknowledging the difficulties of this, given that it is a fund under the Kyoto Protocol, and some parties to the UNFCCC are not party to the Kyoto Protocol. Decision 1/CP.21 states that the Adaptation Fund may serve the agreement, subject to relevant decisions by the CMA and Kyoto Protocol's decision-making body (paragraph 59).

Article 9.9 further stipulates that the GEF, the GCF and other institutions serving the agreement “shall aim to ensure efficient access to financial resources through simplified approval procedures and enhanced readiness support for developing country Parties, in particular for the [LDCs] and [SIDS], in the context of their national climate strategies and plans.” The LDCs and SIDS fought for this paragraph, which was not in the penultimate draft, to be included in the final draft. So, despite being weakened with language such as “shall aim to ensure”, it still represents a significant ‘win’.

During the negotiations, the LDCs advocated for resources from developed country and other parties in a position to do so to be scaled up from a floor of US\$100 billion a year. But developed country parties could not agree on a quantified finance goal for the agreement, so it is in Decision 1/CP.21 instead. Paragraphs 52–64 include some of the LDCs' asks – for example, paragraph 53 states that developed countries, in accordance with Article 9.3, “intend to continue their existing collective mobilisation goal through 2025” and that the CMA will set a new collective quantified goal from a floor of US\$100 billion a year prior to 2025. Again, the language in the decision text is weak, and although it adopts the US\$100 billion floor concept, it postpones setting a quantified goal until 2025.

The LDCs supported calls for the Standing Committee on Finance to serve the agreement and for such a provision to be included in the agreement text. It did not make it into the agreement, but appears in paragraph 64 of Decision 1/CP.21 instead. The group also advocated for institutions serving the agreement to enhance resource coordination and delivery through simplified

application and approval procedures and readiness support, particularly for LDCs. This appears in Decision 1/CP.21, paragraph 65.

One element the LDCs strongly supported that is missing from both the agreement and Decision 1/CP.21 is that, as well as being sustainable and predictable, climate finance should be new and additional to development finance. Separating climate finance and overseas development assistance and the lack of an agreed definition for climate finance are topics of longstanding debate and disagreement in the negotiations, and it was generally expected that parties would not resolve these issues at COP21.

LDCs proposed language on establishing a replenishment cycle for the UNFCCC and the Paris Agreement's financial mechanism to enhance the predictability of finance flows. They hoped to particularly enhance funds such as the LDCF, which relies on voluntary donor contributions and has struggled to be filled. Unfortunately, the proposal was rejected, partly because it was introduced at a late stage of the negotiations so other parties did not have time to consider it.

Next steps

There are several provisions for next steps in the finance section of Decision 1/CP.21. In line with Article 9.5, paragraph 55 initiates a process at COP22 to identify the information that parties should include in their biennial communications on projected public financial resource levels for the CMA's consideration and adoption at CMA1.

To take forward Article 9.7, paragraph 57 requests the SBSTA develop modalities for accounting financial resources provided and mobilised through public interventions for consideration at COP24 in November 2018 and then for consideration and adoption at CMA1. Paragraph 60 invites the Conference of the Parties serving as the meeting of the parties to the Kyoto Protocol to consider allowing the Adaptation Fund to serve the new agreement and to make a recommendation to this effect at CMA1.

3.5 Technology development and transfer

The LDC group came to COP21 with several technology development and transfer priorities to incorporate into the Paris Agreement. With other developing country parties, the group successfully negotiated the inclusion of a clear reference to support for technology development and transfer: Article 10.6 states that developing country parties will get both financial and other support. This should strengthen

cooperative action on technology development and transfer at different stages of the technology cycle, with a view to achieving a balance between support for mitigation and adaptation. The global stocktake (see Section 4.2) will also take into account available information on support for technology development and transfer.

The LDC group sought to anchor existing institutional arrangements dealing with technology development and transfer – including the Technology Mechanism and its Climate Technology Centre and Network and Technology Executive Committee – in the Paris Agreement. Article 10.3 explicitly states that the Technology Mechanism will serve the agreement. The group also voiced its support for including a shared vision for technology development and transfer, establishing a technology framework to provide overarching guidance for the work of the Technology Mechanism and strengthening cooperative action on technology development and transfer.

Decision 1/CP.21, paragraphs 66 and 69, strengthen and periodically assess the effectiveness and adequacy of support to the Technology Mechanism. This will help further LDC priorities for support for technology development and transfer and will anchor the Technology Mechanism in post-2020 international climate change efforts. Although earlier iterations of Article 10 specifically referenced the LDCs in relation to support for technology development and transfer, this was lost over the course of negotiations.

Next steps

In May 2016, SBSTA will start elaborating the technology framework established in Article 10.4, to make recommendations for consideration and adoption at CMA1. The SBI will also start elaborating modalities for the periodic assessment of the effectiveness and adequacy of support to the Technology Mechanism as requested in Decision 1/CP.21, paragraph 70. These assessment modalities should take into account the modalities for the global stocktake, to be considered and adopted at COP25 in November 2019.

The LDC group will have the opportunity to influence the development of both of these processes. And influencing the assessment modalities may be an opportunity to further develop the modalities of the global stocktake.

3.6 Capacity building

The LDC group's key capacity-building ask was to enhance support by establishing an institutional mechanism to coordinate and implement capacity-building activities. Although this was not included in the agreement, Decision 1/CP.21, paragraph 71 establishes the Paris Committee on Capacity Building. The committee will aim to address current and emerging capacity building gaps and needs in developing country parties. It will also aim to further enhance and increase the coherence and coordination of capacity-building efforts. The LDC group is largely attributed with bringing this decision about.

Although the Paris Committee was established in Decision 1/CP.21 rather than in the agreement, Article 11.5 leaves open a path to adopt an institutional mechanism devoted to ensuring the coordination and implementation of capacity-building activities in future. It states that the CMA1 will consider and adopt a decision on initial institutional arrangements for capacity building.

Article 11.1 states that countries with the least capacity – such as the LDCs – should enhance their capacity and ability to take effective climate change action. This includes support for implementing adaptation and mitigation measures; facilitating technology development, dissemination and deployment; getting access to climate finance and relevant aspects of education and training; raising public awareness; and communicating transparent, timely and accurate information.

Next steps

Paragraph 73 of Decision 1/CP.21 sets out a four-year workplan for the Paris Committee, which includes: assessing how to increase synergies and avoid duplication among existing bodies; identifying capacity gaps and needs; and fostering dialogue, coordination, collaboration and coherence among relevant processes. Throughout this four-year period (2016–2020), the SBI will organise annual in-session meetings of the Paris Committee.

Paragraph 81 states that parties will review the committee's progress at COP25 in 2019, to make recommendations on enhancing institutional capacity-building arrangements to CMA1. To establish an institutional mechanism under the Paris Agreement, the LDC group will need to remain actively engaged in the negotiations around the Paris Committee on Capacity Building.

Holding parties to account

4

4.1 Transparency of action and support

The LDC group's main ask was to establish an enhanced and robust transparency system that covers both action and support, to build mutual trust and confidence among parties and promote the effective implementation of the agreement. As well as transparency around mitigation, the LDCs specifically called for better and enhanced clarity and transparency on financial support provided to and received by developing countries. They requested that any new transparency system be based on the UNFCCC's existing transparency system and emphasised the need to establish technical expert panels to review information submitted by parties.

Article 13.1 establishes a flexible, enhanced transparency framework for action and support that takes into account parties' different capacities and builds upon collective experience. Article 13.13 states that CMA1 will adopt common modalities, procedures and guidelines for the transparency of action and support. The transparency framework will be facilitative, non-intrusive, non-punitive and respectful of national sovereignty; it will also avoid placing undue burden on parties.

The agreement defines the purpose of transparency of both action and support. Article 13.5 states that the framework for transparency of action will provide clarity around, and track progress towards, achieving NDCs under Article 4 and adaptation actions under Article 7, to inform the global stocktake. The framework covers mitigation and adaptation.

Article 13.6 states that the framework for transparency of support will provide clarity on support provided and received by relevant individual parties in the context of climate change actions under Articles 4, 7, 9, 10 and 11. Where possible, it will also provide a full overview of aggregate financial support provided, to inform the global stocktake. This framework covers finance, technology development and transfer and capacity building.

Article 13.4 stipulates that the transparency framework will build on and enhance UNFCCC transparency arrangements, drawing on the experience of national communications; biennial reports and update reports; and international assessments, reviews, consultations and analyses.

Articles 13.7–13.10 outline the scope of information each party should submit under the new transparency framework. Although it includes greenhouse gas inventories and information to track progress in achieving their NDC for mitigation, information on adaptation is not mandatory. Developed country parties and others able to do so have to report on the financial, technology and capacity building support they provide (13.9), while developing country parties must provide information on the support they need and receive for finance, technology and adaptation (13.10).

The agreement stipulates that technical experts will review the information each party submits. For developing country parties who need capacity support, the review process will include help to identify capacity-building needs. Articles 13.11 and 13.12 also include a mandatory call for parties to participate in a facilitative, multilateral consideration of progress, and of the implementation and achievement of their NDCs.

The agreement's provisions guarantee support for developing countries in implementing the transparency obligations. LDC group members negotiated further and special considerations – in particular, flexible terms for LDCs and SIDS in the transparency framework, based on different capacities (Articles 13.1 and 13.2).

Decision 1/CP.21 establishes the Capacity Building Initiative for Transparency to build developing countries' institutional and technical capacity both pre- and post-2020. This responds to developing country party requests for support to meet the agreement's enhanced transparency in a timely manner. This initiative will aim to strengthen national institutions for transparency-related activities in line with national priorities, providing the relevant tools, training and assistance for them to meet the provisions of the agreement and improve transparency over time.

The decision text requests the GEF make arrangements for the establishment and operation of the Capacity Building Initiative for Transparency and assess its implementation in the context of the seventh review of the UNFCCC's financial mechanism. Parties also agreed that there would be flexibility for developing countries around transparency – including in the scope, frequency and level of reporting detail. Decision 1/CP.21 states that in-country reviews could be optional; it also calls for flexibility in the development of modalities, procedures and guidelines.

The decision establishes a mandatory requirement for all parties except LDCs and SIDS to submit their information no less frequently than on a biennial basis. LDCs and SIDS may submit their information at their discretion.

The LDCs called for a tiered system that recognises national circumstances and capabilities, with different requirements for developed countries, developing countries with higher capacities and responsibilities and other countries such as LDCs. Although this tiered system was not included in the agreement, it can be reasonably expected that the proposed transparency system will give enough flexibility to those developing countries that need it, while asking more capable countries to abide by the stronger provisions.

Next steps

Among others, the APA needs to further elaborate the transparency provisions in the coming years, as the CMA is mandated to adopt the common modalities, procedures and guidelines for the transparency of action and support at CMA1 (Article 13.13). It is expected that the first session of APA to be held in May 2016 will start the process of developing these modalities and guidelines.

4.2 Global stocktake

Article 14 establishes a periodic, global-level stocktake of the implementation of climate actions as a mandatory requirement to assess collective progress towards achieving the Paris Agreement's purpose and long-term goals. The stocktake will be conducted in a comprehensive and facilitative manner.

The LDCs successfully called for the global stocktake to consider all relevant areas of action, particularly mitigation, and the means of implementation and support, in the light of equity and the best available science.

The first global stocktake will take place in 2023, and then every five years after that. This timeframe was a 'win' for LDCs, who wanted to ensure that stocktakes take place every five years to track progress

and understand parties' positions around achieving the agreement's long-term global goals. This will allow parties to update and enhance their nationally determined actions and support according to the agreement's relevant provisions. It will also enhance international cooperation for climate action.

Various provisions of the agreement – for example, those covering adaptation, finance, technology development and transfer and transparency – refer to the global stocktake and further elaborate on how it will be relevant for those sections.

Although the LDCs called for both forward-looking and retrospective reviews of individual and collective actions, there was no consensus to adopt decisions on those positions. Some parties considered the requirement to review individual commitments and actions at global level as a possible infringement of state sovereignty, a common concept established in international law.

Next steps

Decision 1/CP.21 requests that the APA identify sources of inputs for the global stocktake and regularly report on these to the COP. Potential sources of inputs already identified include:

- the overall effect of the NDCs communicated by parties
- the state of adaptation efforts, support, experiences and priorities
- reports on the mobilisation and provision of support
- the latest reports of the Intergovernmental Panel on Climate Change (IPCC), and
- reports of the subsidiary bodies.

The APA can recommend further inputs. Once the APA has fully identified the inputs, they will make recommendations on inputs for consideration and adoption at CMA1.

Decision 1/CP.21 also requests the SBSTA to provide advice on how the IPCC assessments can inform the global stocktake. These activities will probably start from the next negotiating session in May 2016.

Putting the agreement into practice

5

5.1 Facilitating implementation and compliance

One of the LDC group's key asks in Paris was to establish a strong mechanism for compliance consisting of two branches to facilitate and enforce the implementation of various commitments under the Paris Agreement. Article 15 establishes a compliance mechanism, but emphasises that it is to be facilitative (rather than punitive) in nature. The agreement also established an expert-based committee that will promote and facilitate the implementation of its compliance function in a transparent, non-adversarial and non-punitive way. This Compliance Committee, which will pay particular attention to parties' respective national capabilities and circumstances, will consist of 12 members with recognised competence in relevant scientific, technical, socioeconomic or legal fields. The CMA will elect its members on the basis of equitable geographical representation, with one committee member representing the LDC group.

Next steps

The APA will develop the Compliance Committee's modalities and procedures, starting from May 2016, to be adopted at CMA1. The committee will report annually to the CMA. Going forward, it is important to monitor how the processes for global stocktake, transparency and compliance can work together for the effective implementation of the Paris Agreement.

5.2 Entry into force

To ensure that the main Paris outcome is a legally binding agreement under the Vienna Convention of the Law of the Treaties, the LDC group emphasised the need to include provisions for entry into force. Article 21 stipulates that the agreement enters into force on the 30th day after the date on which at least 55 parties to the convention, accounting for a minimum of 55 per cent of total global greenhouse gas emissions, have deposited their instruments of ratification, acceptance, approval or accession with the Depositary.

LDCs initially called for a single trigger (a simple number of parties) as the condition for the agreement's entry into force. However, in order to ensure that the major emitting countries participate in the Agreement, LDCs agreed to include the emission percentage trigger with the 55 Parties trigger.

Next steps

Unlike the Durban Platform decision, which called for the outcome of the ADP "to come into effect and be implemented from 2020", the Paris Agreement does not include a deadline for entry into force. Negotiators debated the inclusion a timeline for a long time.

Analyses suggest that the 55 per cent threshold can be achieved if one of the top four emitting parties (China, the US, the EU or Russia) ratify, together with others to fill the gap (Northrop and Ross 2016, UNFCCC 2015). So in theory, the triggers of the entry into force can be met before 2020.

An early entry into force could have implications for the institutions and mechanisms established by the agreement. CMA1 is due to be held after the agreement has entered into force, and is requested to adopt a number of rules and modalities that are necessary for the agreement to be implemented. These include rules and modalities that the APA and other UNFCCC bodies should develop for future NDCs, global stocktakes, the Compliance Committee, sustainable development mechanism, mobilisation of support, adequacy of adaptation support and transparency. The main question is whether these will be ready if parties implement the agreement early. If they are not, CMA1 will have to work on developing the modalities and rules rather than adopt the APA's recommendations. And while all countries party to the UNFCCC can participate in APA discussions, only those who have ratified the Paris Agreement will be able to take part in the CMA discussions. There are also implications around the timeline for current INDCs, which are proposed for implementation from 2020 and around the pre-2020 workplan. But, while these matters could present complications, resolving them is not impossible.

Conclusion

The 196 parties to the UNFCCC made history at COP21 by adopting a new, universal and legally binding treaty to enhance global action on climate change. The agreement they reached restored confidence in the UNFCCC process – something that was difficult to bring back after Copenhagen. It also highlighted the importance of diplomacy and multilateralism more broadly.

A successful outcome in Paris was important for the 48 LDCs which, as the poorest members of the international community, are also most vulnerable to the adverse effects of climate change. Our analysis shows that the Paris Agreement and accompanying Decision 1/CP.21 have addressed many of the LDCs' long-standing key asks in the UNFCCC process. While much work remains to be done over the coming months and years to ensure effective implementation of the agreement, our assessment of the outcomes of Paris conveys a positive outlook for LDCs.

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Acronyms

ADP	Ad Hoc Working Group on the Durban Platform for Enhanced Action
APA	Ad Hoc Working Group on the Paris Agreement
CBDR-RC	common but differentiated responsibilities and respective capabilities
CMA	Conference of the Parties serving as the meeting of the Parties to the Paris Agreement
COP	Conference of the Parties
GCF	Green Climate Fund
GEF	Global Environment Facility
INDCs	intended nationally determined contributions
LDCs	Least Developed Countries
LDCF	Least Developed Countries Fund
LEG	Least Developed Countries Expert Group
MRV	monitoring, reviewing and verification
NDCs	nationally determined contributions
SBI	Subsidiary Body for Implementation
SBSTA	Subsidiary Body For Scientific And Technological Advice
SIDS	Small Island Developing States
UNFCCC	United Nations Framework Convention on Climate Change
WIM	Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts

Notes

- 1 195 states and the EU. On 18 December 2015, the State of Palestine became a party to the UNFCCC, bringing the current total number of parties to 197.
- 2 The ultimate objective of the UNFCCC is to achieve “stabilisation of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system... within a timeframe 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” (UN 1992).
- 3 See <http://newsroom.unfccc.int/lpaa>
- 4 See <http://unohrlls.org/about-lfcs/criteria-for-lfcs>
- 5 It is worth noting that this principle is also reflected in Article 3, which mandates all parties to undertake and communicate the ambitious efforts defined in Articles 4 (mitigation), 7 (adaptation), 9 (finance), 10 (technology development and transfer), 11 (capacity building) and 13 (transparency).
- 6 Decision 1/CP.21, paragraphs 23 and 24 contain further details on how to operationalise the provision for common timeframes from 2020 to 2030.

At the end of 2015, the 196 parties to the United Nations Framework Convention on Climate Change (UNFCCC) gathered in Paris for the 21st session of the Conference of the Parties (COP21). On 12 December, they adopted the Paris Agreement, contained in Decision 1/CP.21.

Marking the successful end to negotiations that started at COP17 in Durban four years earlier, the agreement is an important milestone for the poorest members of the international community. This paper provides an analysis of the Paris Agreement and the relevant sections of Decision 1/CP.21 that give effect to the agreement, based on the positions of the 48 Least Developed Countries.

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Knowledge
Products