

## **The Climate Change Battle in Paris: An initial analysis of the Paris COP21 and the Paris Agreement**

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The Paris Agreement adopted by the 21<sup>st</sup> Conference of Parties (COP21) under the United Nations Framework Convention on Climate Change (UNFCCC) on 12 December, was the outcome of major battles on a multitude of issues, especially between developed and developing countries.

Developing countries by and large had these negotiating objectives. They wanted to (a) defend the Convention and not let it be changed or subverted; (b) ensure that the Agreement is non-mitigation centric with all issues (including adaptation, loss and damage, finance and technology, besides mitigation) addressed and in a balanced manner; (c) ensure differentiation in all aspects be reflected, with the principles of equity and common but differentiated responsibilities and respective capabilities; (d) ensure that developed countries enhance the provision of finance and technology transfer' (f) ensure that 'loss and damage' is recognised as a separate pillar apart from adaptation and for (g) legally binding provisions, especially on the developed countries.

The United States and allies (especially those under the Umbrella Group) wanted the opposite. They mounted an onslaught on the Convention, seeking to weaken the provisions and their obligations; redefine differentiation so as to blur the different obligations of developed and developing countries ; and a legal "hybrid" (in terms of what clauses are and are not legally binding), mainly to suit the US administration's relations with the US Congress which is hostile to the climate change issue.

COP21 was a battleground that involved an onslaught (with both defensive and offensive interests) of the US and its allies versus the resistance and offensive by the Group of 77 and China, and especially the Like-minded Developing Countries (LMDC) (which includes India) that had comprehensive negotiation positions and a well operating machinery.

A major concern was how the French Presidency of COP 21 would behave, in light of the polarised positions.

Towards the end, an important meeting took place between the LMDC and the French Presidency (who were crafting the final compromise), during the night of Friday, 11 December, where the LMDC presented its "super-redlines". Among them included that the purpose of the Agreement is to enhance the implementation of the Convention in accordance with the principles and provisions of the Convention; reflection and operationalisation of equity and CBDR across all elements; clear differentiation between developed and developing countries on the mitigation efforts; commitment by developed countries on provision of finance, technology transfer and capacity-building with no transfer or extension of obligations to developing countries to provide finance.

The LMDC conveyed the message that with 30 countries in its grouping representing more than 50% of the population of the world and 70% of the poor, it wanted the COP to be a success but that the outcome must be balanced, and not depart from its super-redlines. In the end French took the LMDC points, and got the US to agree.

The COP 21 Presidency was generally viewed as playing a fair and difficult role in securing a delicate and balanced outcome, except for an incident in the final plenary that somewhat marred the process.

This is the ‘should incident’ where the US wanted the word “shall” to be replaced with the word “should” in Article 4.4 of the Agreement that related to the mitigation efforts of Parties. The US wanted developed and developing countries to be treated in a like manner legally, as the original version referred to “shall” for developed countries and “should” for developing countries.” Instead of raising the issue from the floor of the plenary, the US request was accommodated by the COP Presidency by what was termed a “technical correction” and the word “shall” was then replaced with “should” and was read out by the Secretariat. This was viewed with dismay by some LMDC delegations, but as there was no formal objection, the US-inspired amendment stood.

Another incident was when Nicaragua put up its flag in the final session of the Paris Committee that adopted the Paris agreement but it was ignored by the Chair. The Minister of Nicaragua made a strong statement protesting against his being ignored, after the agreement had been passed, to be forwarded to the COP to be adopted.

### **Highlights of the Paris Agreement**

To understand the COP21 outcome, a reflection on the key clauses of the Paris Agreement and the decision that adopted it is important. Below is an initial assessment of the issues that form the context of the clauses, and the final outcome, with an assessment as to whether the views of developed or developing countries (or both) prevailed.

Given that the Agreement is a new legal instrument, it will have to be ratified by Parties for it to come into effect. It will enter into force after at least 55 Parties to the Convention, accounting in total for at least an estimated 55 per cent of the total global greenhouse gas emissions have deposited their instruments of ratification or acceptance. (The Agreement is expected to come into effect post-2020.)

The Agreement (12 pages) was adopted as an annex of a decision (19 pages) of COP21.

### **Purpose of the Agreement (Article 2)**

Article 2 of the Agreement states in sub-paragraph 1 that: *“This Agreement, in enhancing the implementation of the Convention, including its objective, aims to strengthen the global response to the threat of climate change, in the context of sustainable development and efforts to eradicate poverty, including by:*

- (a) Holding the increase in the global average temperature to well below 2 °C above pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5 °C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;*
- (b) 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;*
- (c) Making finance flows consistent with a pathway towards low greenhouse gas emissions*

*and climate-resilient development.”*

Sub-paragraph 2 states that *“This Agreement will be implemented to reflect equity and the principle of common but differentiated responsibilities and respective capabilities (CBDR-RC), in the light of different national circumstances.”*

The purpose of the Agreement was a major area of contention between developed and developing countries.

In the four years of negotiations, the common refrain of developing countries under the G77 and China was for the Agreement not to “rewrite, replace or reinterpret the Convention.” The G77 and China, including its sub-groupings especially the Like-minded Developing Countries (LMDC) and the African Group constantly stressed that the purpose of the Agreement is to enhance the implementation of the Convention on the elements of mitigation, adaptation, finance, technology transfer, capacity-building, and transparency of action and support.

Developed countries, on the other hand, appeared to focus more of their attention on the ‘objective’ of the Agreement, which was perceived by developing countries as a mitigation-centric approach linked only to the temperature goal, with an attempt to weaken the link to the Convention provisions and the obligations of developed countries under the Convention, especially on the means of implementation (finance, technology transfer and capacity-building).

Hence, the reference to “enhancing the implementation of the Convention” is seen as a positive win for developing countries.

Although limiting temperature rise well below 2 degree C goal above pre-industrial levels is clear, reference to the pursuit of efforts to limit the increase to 1.5 degrees C is seen as a major victory for many developing countries, especially the Small Island Developing States, the Least Developed Countries, Africa and the ALBA countries.

Developing countries also wanted the focus to also be on adaptation and finance and to ensure that the global response is in “the context of sustainable development and efforts to eradicate poverty”.

Several senior developing country delegates did express their unhappiness over the reference to “finance flows” in the Article 2(1)(c) of the Agreement rather than a reference to the provision of financial resources from developed to developing countries, the commitment language of the Convention.

A major win for developing countries is Article 2.2 that states that the Agreement will be implemented to reflect equity and the principle of CBDR-RC, in the light of different national circumstances.

A key issue throughout the Durban Platform process and at COP21 was whether and how the principle of CBDR-RC will be operationalised in all the elements of the Agreement.

Developed countries had been insisting that the agreement must reflect the “evolving economic and emission trends” of countries in the post-2020 timeframe, while developing

countries continued to argue that given the historical emissions of developed countries, developed countries continue to bear the responsibility in taking the lead in emission reductions and in helping developing countries with the provision of finance, technology transfer and capacity-building as provided for under the UNFCCC.

At the COP in Lima in 2014, where the issue of differentiation was also hotly contested, Parties underscored their commitment to reaching an ambitious agreement in Paris that reflects the principle of CBDR-RC, in light of different national circumstances. This was eventually the ‘landing-zone’ arrived at in the Paris Agreement.

### **Nationally determined contributions (NDCs) (Article 3)**

Article 3 (previously known as Article 2bis during the negotiations) states that, *“As nationally determined contributions to the global response to climate change, all Parties are to undertake and communicate ambitious efforts as defined in Articles 4, 7, 9, 10, 11 and 13 with the view to achieving the purpose of this Agreement as set out in Article 2. The efforts of all Parties will represent a progression over time, while recognizing the need to support developing country Parties for the effective implementation of this Agreement.”*

Article 3 symbolizes the ‘battle’ over the nature of the agreement to ensure that the NDCs are not viewed only as being ‘mitigation-centric’ (Article 4 refers to the element of ‘mitigation’, Article 7 to ‘adaptation’, Article 9 to ‘finance’, Article 10 to ‘technology development and transfer’, Article 11 to ‘capacity-building’ and Article 13 to a ‘transparency framework for action and support’).

The LMDC was the major proponent for all Parties to regularly prepare, communicate and implement their intended NDCs (INDCs) towards achieving the purpose of the Agreement. It also proposed that INDCs will represent a progression in light of Parties’ differentiated responsibilities and commitments under the Convention.

It was an uphill task during the negotiations to get developed countries to see the viewpoint of the LMDC in this regard. The proposal was to ensure that the contributions of Parties are viewed in a comprehensive manner, reflecting the respective obligations they have under the provisions of the Convention, and not to confine the contributions only to mitigation as desired by the developed countries.

### **Mitigation (Article 4)**

The following sub-paragraphs of Article 4 are among the main highlights in relation to mitigation:

*“1. In order to achieve the long-term temperature goal set out in Article 2, Parties aim to reach global peaking of GHGs as soon as possible, recognizing that peaking will take longer for developing country Parties, and to undertake rapid reductions thereafter in accordance with 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, on the basis of equity, and in the context of sustainable development and efforts to eradicate poverty.*

*“2. Each Party shall prepare, communicate and maintain successive NDCs that it intends to*

*achieve. Parties shall pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions.”*

The US was against any reference that each Party shall implement the NDCs that it has communicated, as this would make it an obligation for the US and others to implement the emissions reduction target communicated. To accommodate the US ‘problem’, all Parties have to do is to “pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions.” What this means is that there is an obligation to take the measures necessary, **with the aim of achieving** the emissions reduction target, but not to achieve the target itself (emphasis added).

*“3. Each Party’s successive NDC will represent a progression beyond the Party’s then current NDC and reflect its highest possible ambition, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.”*

*“4. 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 in the light of different national circumstances.”*

Article 4.4 was another major paragraph of contention between developed and developing countries. Many developing countries wanted the nature of the mitigation efforts to be differentiated between developed and developing countries, reflecting the existing provisions of the Convention that are based on historical responsibility and CBDR.

The US and its allies in the Umbrella Group were opposed to any form of differentiated efforts, preferring that Parties “self-differentiate” among themselves, while recognising that those who have undertaken absolute emission reduction targets before should continue to do so in the post-2020 timeframe.

While this sub-paragraph continues to provide the policy space for developing countries in undertaking any type of enhanced mitigation efforts (including relative emission reduction targets which are economy-wide and non-economy wide actions), over time, developing countries will have to move to economy-wide targets, in light of their different national circumstances.

The term “over time” is not precisely defined and there is also no reference that developing countries have to undertake “absolute” emission reduction targets, which was what developed countries and some developing countries were pushing for during the negotiations.

### **Adaptation (Article 7)**

In sub-paragraph 1 of Article 7, Parties agreed to “*establish the global goal on adaptation of enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change, with a view to contributing to sustainable development and ensuring an adequate adaptation response in the context of the temperature goal referred to in Article 2.*”

Developing countries had been pushing for a long term goal or vision on adaptation to ensure that there is parity between adaptation and mitigation and to avoid having only a mitigation

centric-goal linked to the temperature goal. This goal also links the adaptation response to the temperature goal.

In relation to the global goal on adaptation, developing countries had during the negotiations proposed “an assessment of the adequacy of support” from developed countries to developing countries as well as the “recognition of increased adaptation needs and associated costs in the light of mitigation efforts...”

What eventually found its way in the adaptation section (in sub-paragraph 14 of Article 7) is the reference to the global stocktake (in Article 14) which states that the stocktake “*shall*” “*review the adequacy and effectiveness of adaptation and support provided for adaptation*” as well as “*review the overall progress made in achieving progress made in achieving the global goal on adaptation...*”

According to sub-paragraph 3, “*the adaptation efforts of developing country Parties shall be recognised...*”, with the modalities to be developed for such recognition.

Developing countries during the negotiations wanted to ensure that the adaptation efforts they are undertaking with or without international support is recognised as their contribution to climate action.

### **Loss and Damage (Article 8)**

One major victory for developing countries is the recognition of ‘loss and damage’ as a separate article to the Paris Agreement, distinct from ‘adaptation’. Developing countries had been arguing very hard for ‘loss and damage’ to be separately recognised.

(The term ‘loss and damage’ refers broadly to the entire range of damage and permanent loss associated with climate change impacts in developing countries that can no longer be avoided through mitigation nor can be avoided through adaptation.)

The anchoring of ‘loss and damage’ as a distinct article in the Agreement came at a costly price when a deal was made behind closed doors between the US, European Union and some Small Island Developing States and Least Developed Countries in the final hours, prior to the draft agreement being released to Parties for consideration and adoption.

The compromise reached is found in paragraph 52 of the decision text which provides that Parties agree “*that Article 8 of the Agreement does not involve or provide a basis for any liability or compensation.*”

According to one source, the deal was between the US, EU, and five small island states. It seems that most developing countries were completely unaware of the deal being done. The deal might have also been linked with getting reference to 1.5 degree C in the long-term temperature goal in the Paris Agreement in Article 2.1 (a).

According to several experts who have been following the UNFCCC negotiations, the clause in paragraph 52 on exclusion of liability and compensation does not preclude financial resources from being allocated to developing countries seeking funds to address the adverse impacts related to loss and damage.

## **Finance (Article 9)**

Prior to the final outcome in the Paris Agreement, the thrust of the developed countries position on the issue of finance was to increase the scope of countries (to include developing countries) who should be ‘donors’ of climate finance by proposing terms in the text like ‘all Parties in a position to do so’ should provide financial resources or that the mobilisation of climate finance is a “shared effort” of all Parties.

The key sub-paragraphs on finance which were agreed to are:

*“1. Developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention.”*

This paragraph continues to ensure that developed countries are not absolved from their existing financial commitments under Articles 4.3 and 4.4 under the UNFCCC.

However, the G77 and China, had during the negotiations, pressed for the provision of these resources to be “new, additional, adequate, predictable, accessible and sustained” but these terms were did not find place in the Agreement, except for a reference in sub-paragraph 4 on “the provision of scaled-up resources” (see below).

Sub-paragraph 2 states that *“Other Parties are encouraged to provide or continue to provide such support voluntarily.”*

Instead of the reference to “all Parties in a position to do so” also having to contribute to climate finance (which was opposed to by many developing countries), the above paragraph was agreed to, which stresses the “voluntary” nature of such support.

Sub-paragraph 3 provides that *“As part of a global effort, developed country Parties should continue to take the lead in mobilizing climate finance from a wide variety of sources, instruments and channels, noting the significant role of public funds through a variety of actions, ... and taking into account the needs and priorities of developing country Parties. Such mobilization of climate finance should represent a progression beyond previous efforts.”*

Many developing countries including the LMDC preferred the reference to the provision of financial resources by developed countries instead of the focus on the “mobilisation” of climate finance. The Paris Agreement provides for both the provision of support by developed countries and the mobilisation of climate finance.

In the earlier version of the draft agreement (version 2 issued on Dec. 10 by the COP 21 President), there was reference that the provision and mobilisation of climate finance “shall represent a progression beyond previous efforts from a floor of USD 100 billion per year...” and “towards achieving short-term collective quantified goals for the post-2020 period to be periodically established and reviewed...”.

It is notable that the reference to the USD 100 billion per year as a floor did not make it to the Agreement but is found in paragraph 54 of the COP 21 decision which states as follows: *“Also decides that, in accordance with Article 9, paragraph 3, of the Agreement, developed*

*countries intend to continue their existing collective mobilization goal through 2025 in the context of meaningful mitigation actions and transparency on implementation; prior to 2025 the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement shall set a new collective quantified goal from a floor of USD 100 billion per year, taking into account the needs and priorities of developing countries.”*

In Cancun in 2010, Parties had agreed to developed countries mobilising USD 100 billion per year by 2020. With the Paris Agreement, a five year extension has been obtained to reach this target and a new quantified goal will be set for the period after 2025. Senior developing country negotiators also point out that the mobilisation of existing climate finance as stated above, is conditional on “meaningful mitigation actions and transparency on implementation”, which was actually previously agreed to under the Copenhagen Accord (in 2009) and later affirmed in the decision in Cancun.

Developed countries, with the US in particular, were against the indication of any quantified target on the scale of resources in the Paris Agreement.

Developing countries, through the G77 and China on the other hand, pressed for clear “pathways to annual expected levels of available resources towards achieving short-term collective quantified goals for the post 2020 period to be periodically established and reviewed” and for “financial resources to be scaled up from a floor of USD 100 billion per year, including a clear burden-sharing formula, and in line with needs and priorities identified by developing country Parties...”.

### **Technology transfer (Article 10)**

In the negotiations on technology transfer, the LMDC had called for the establishment of a global goal on the transfer of technologies by developed countries and know-how as well as for the provision of financial resources for collaborative research and development of environmentally sound technologies and enhancing accesses of developing countries to such technologies that match their technology needs.

There was also a proposal from India for developed countries to provide financial resources to address barriers related to intellectual property rights (IPRs) and facilitate access to technologies.

The African Group proposed a technology framework to be adopted that will provide direction and guidance in relation to technology assessments, including in identifying options for enhancing access and to address barriers.

These proposals were opposed by developed countries.

The real value for developing countries is the establishment of the technology framework that includes “the assessment of technologies that are ready for transfer” (as reflected in paragraph 68 of the COP 21 decision).

In addition, there is now a link established between the Technology Mechanism and the Financial Mechanism to allow for collaborative approaches in R and D and for facilitating access to technologies, which somewhat reflects the call by India to provide financial resources to address barriers related to IPRs and facilitate access to technologies.

The IPR issue has been a long-standing battle between developed and developing countries under the UNFCCC process, with strong opposition by developed countries led by the US in particular, to even mention the words 'IPRs'.

### **Transparency of action and support (Article 13)**

With a 'bottom-up' system in place for countries to nationally determine (not multilaterally determined) their contributions to climate change efforts under the Agreement as advanced primarily by the US, there was a push by developed countries to have a common and unified system in place (which is not differentiated between developed and developing countries) on 'transparency of action'- which is a 'top-down' rules-based system in providing clarity on the content and information regarding those efforts.

Developing countries on the other hand were pressing for a transparency framework which is differentiated between developed and developing countries and better rules on 'transparency of support' which relates to information from developed countries on the means of implementation (finance, technology transfer and capacity-building).

The main bone of contention therefore was whether such a transparency framework should be differentiated between developed and developing countries.

What was agreed to is a transparency framework with flexibilities taking into account the different capacities of countries and builds on the existing transparency arrangements (that is currently differentiated between developed and developing countries).

### **Global Stocktake (Article 14)**

During the negotiations, the main issue around the global stocktake was around its purpose and scope. (Stocktake is a 'code' for taking stock of the implementation by Parties collectively of their progress). The idea was for a periodic stocktake of the implementation of the Agreement and there were options as to the purpose of the stocktake: whether to assess the overall/aggregate/collective progress towards achieving the objective of the Convention or the Agreement's long-term goal.

On the scope, for developed countries, the stocktaking was primarily for considering the aggregate effect of the mitigation contributions of Parties in light of the long-term mitigation goal linked to the temperature goal, while for developing countries, it was to consider the overall implementation of obligations of Parties (consistent with the differentiated responsibilities), in relation to mitigation, adaptation and the means of implementation.

Under the Agreement, the global stocktake, which will be conducted every 5 years, is to be comprehensive, considering mitigation, adaptation and the means of implementation and support, and undertaken in the light of both equity and the best available science. This will avoid a mitigation-centric process which also takes into account considerations of equity. Thus the developing countries' viewpoints prevailed in this clause.

In a related matter, in the COP 21 decision under the section on intended nationally determined contributions (INDCs), paragraph 17 notes with concern "*that the estimated aggregate greenhouse gas emission levels in 2025 and 2030 resulting from the INDCs do not*

*fall within least-cost 2 °C scenarios but rather lead to a projected level of 55 gigatonnes in 2030, and also notes that much greater emission reduction efforts will be required than those associated with the INDCs in order to hold the increase in the global average temperature to below 2 °C above pre-industrial levels by reducing emissions to 40 gigatonnes or to 1.5 °C above pre-industrial levels by reducing to a level to be identified in the special report referred to in paragraph 21 below.”*

In paragraph 20, Parties agreed that a facilitative dialogue among Parties will be convened in 2018 “to take stock of the collective efforts of Parties in relation to progress towards the long-term goal referred to Article 4(1) of the Agreement [which relates to the long-term temperature goal and the mitigation goal] and to inform the preparation of nationally determined contributions (NDCs) pursuant to Article 4, paragraph 8, of the Agreement (which relates to the communication of the NDCs).

The “facilitative dialogue” above appears to be an ex-ante process to inform the preparation of the NDCs, and is only about mitigation, unlike the global stocktake.

The EU has been a major proponent of a review process every five years to assess if Parties’ mitigation contributions are on track in meeting the long-term mitigation goal and for enhancing (or ratcheting up) the contributions of Parties accordingly.

Many developing countries, especially from the LMDC were worried about such a ratcheting up process due to concerns that with developed countries not doing their fair share of the effort (taking into account their historical emissions), the pressure would be on developing countries to plug the emissions gap to limit the temperature rise. Due to this concern, they had been opposed to any ex-ante process to review the INDCs prior to their communication by Parties.

Clearly, the EU has got its way, against the concerns of the LMDC.

## **Conclusion**

The developing countries started the Paris talks with some clear objectives and principles. Though some aspects were diluted, it got its red lines protected, though it did not get some of its offensive points accepted (for example, clearer targets on finance or a reference to IPRs as a barrier to technology transfer). Some of the important points gained by developing countries was that

- The Paris agreement is not mitigation-centric as desired by developed countries, although in some aspects mitigation does get pride of place;
- The developing countries to a significant extent successfully defended the Convention and stopped the plans of developed countries to drastically re-write the Convention.
- Differentiation between developed and developing countries was retained in the main, although weakened in some areas.
- The principles of equity and CBDR were mentioned in a specific clause in the important Article 2 on purpose of the Agreement, and operationalised in some key areas of the Agreement.

- Sustainable development and poverty eradication as important objectives of developing countries were referred to as the context of actions by developing countries in some key areas.
- Developed countries should take the lead in mitigation and finance is referred to in the agreement.
- Although the temperature goal is to limit temperature rise to well below 2 degree C from pre-industrial levels, the reference to pursuing efforts to limit temperature rise to below 1.5 degree C (this 1.5 degree as the target was called for by small island states, LDCs, Africa and ALBA countries) is significant;

True, the Paris Agreement also means that big pressures will be put on developing countries, and especially the emerging economies, to do much more on their climate actions, including mitigation. But these enhanced actions need to be taken, given the crisis of climate change that very seriously affect developing countries themselves.

The Agreement also fails to provide actions that fulfil the 2 degree Celsius pathway, let alone 1.5 degrees. The emissions gap between what countries in aggregate should do and what they pledged to do in their INDCs up to 2030 is very large. This has led many commentators to condemn the Paris COP21 as a failure.

However another perspective is that COP21 is only a start, and the Agreement represents an agreement internationally to enhance individual and collective actions to face the climate catastrophe. A real failure would have been a collapse of the Paris negotiations, Copenhagen-style, or an outcome that only favours the developed countries with the rewriting of the Convention.

The Agreement, from this perspective, has laid the foundation on which future actions can be motivated and incentivised, a baseline from which more ambitious actions must flow. There are mechanisms in place in the Paris agreement, such as the global stocktake, that can be used to encourage countries to raise their ambition level.

International cooperation, however inadequate and flawed, remains intact from which much more cooperation can flow in future.

The outcome represented by the Paris Agreement, that a bottom-up approach is taken on enabling each country to choose its “nationally determined contribution” with presently very weak or even no compliance, was the only possibility, given the state of many governments (including the United States) generally not being ready or willing or able to undertake legally binding targets.

It can be expected that developed countries will pile pressure on developing countries, especially emerging economies, and also try to shift or avoid their obligations. For the developing countries, they should invoke the overall context of what will make a low carbon pathway a reality--- finance, technology transfer, capacity building plus adaptation, loss and damage, all in context of sustainable development and poverty eradication. They must also remain firm and united in the negotiations and other processes ahead, starting from now, even before the signing and ratification of the Agreement.

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