

# ADVANCE UNEDITED VERSION

AD HOC WORKING GROUP ON THE DURBAN PLATFORM FOR ENHANCED ACTION  
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## ***Draft agreement and draft decision on workstreams 1 and 2 of the Ad Hoc Working Group on the Durban Platform for Enhanced Action***

### **Work of the ADP contact group**

*Version of 23 October 2015@23:30hrs<sup>1</sup>*

#### **A. DRAFT AGREEMENT**

[The Parties to this Agreement,

Pp1 *Being* Parties to the United Nations Framework Convention on Climate Change, hereinafter referred to as "the Convention",

Pp2 *In furtherance*][*pursuit*] of the objective, [principles and provisions] of the Convention [as set out in Articles 2, 3 and 4], [including the principles of equity and common but differentiated responsibilities^ and respective capabilities in light of different national circumstances,]]

Pp3 *Recalling* decisions 1/CP.17, 2/CP.18, 1/CP.19, and 1/CP 20,

Pp4 *Taking* account of the [particular vulnerabilities and specific needs of][particularly vulnerable][urgent and immediate needs and special circumstances of] developing country Parties, especially [those that are particularly vulnerable, including] the least developed country (LDC) Parties[ and other Parties identified in Article 4.8 of the Convention], small island developing states (SIDS) [, small mountainous developing states] and Africa, [and the central American isthmus]]*Taking full account* of the specific needs and special situations of the least developed countries and small island developing states arising from the adverse impacts of climate change],

Pp5 *Recognizing* the intrinsic relationship between climate change, poverty eradication and sustainable development and *reaffirming* that the response to climate change should be coordinated with social and economic development [in an integrated manner ]with a view to avoiding adverse impacts [of response measures on the latter], taking into full account the legitimate priority [needs] of developing countries and their rights to equitable access to sustainable development for the achievement of sustained economic growth and the eradication of poverty,] [*recognizing* the importance of promoting social and economic development in harmony with nature as the fundamental requirement to address climate change.]],

Pp6 *Emphasizing* the need for [universal and ]sustained action by all to respond to the urgent threat of climate change based on the best available [and universally recognized] scientific knowledge including, inter alia, the assessment reports of the Intergovernmental Panel on Climate Change[, and inputs and resources from Parties],

Pp7 *Recognizing* the outcomes of the 2013-2015 Review[, including the Report of the SED, which recognizes that "significant climate impacts are already occurring at the current level of global warming and additional magnitudes of warming will only increase the risk of severe, pervasive and irreversible impacts" ],

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<sup>1</sup> The paragraph numbering as well as the cross-references contained in this version will need to be updated.

Pp8 *[Noting that the largest share of historical global emissions of greenhouse gases has originated in developed countries, that per capita emissions in developing countries are still relatively low and that the share of global emissions originating in developing countries will grow to meet their social and development needs,]*

Pp9 *[Recognizing that Parties should take action to address climate change in accordance with evolving economic and emissions trends, which will continue to evolve post-2020,]*

Pp10 *Emphasizing the importance of respecting and taking into account [, subject to jurisdiction] [right to development,] human rights [including people under occupation], gender equality [and women's empowerment], [the rights of indigenous peoples,][local communities,] intergenerational equity concerns, and the needs of [migrants] [particularly vulnerable groups] [people in vulnerable situations], [including people under [foreign] occupation,] women, children and persons with disabilities, when taking action to address climate change,*

Pp11 *Also emphasizing of the importance of aligning actions with the goal of promoting food security and livelihood security, restoration of degraded lands, health, and ecosystem integrity, participation in environmental decision-making by civil society and individuals, and a just transition of the workforce and creation of decent work and quality jobs in accordance with nationally defined development priorities and strategies [towards environmentally sustainable economies for all],*

Pp12 **Option 1:** *Recognizing the importance and special characteristics of land use, including forests, in relation to, inter alia, food security, diverse land management systems, removals as well as emissions, multiple sustainability objectives, disturbance, permanence, legacy and non-anthropogenic effects,*

**Option 2:** *Recognizing the fundamental priority of the international community in the eradication of hunger and safeguarding food security,*

Pp13 *Recognizing the critical role played by sinks and reservoirs of greenhouse gases, [such as forests,] through mitigation and adaptation actions, [including REDD-plus,] [and the Joint Mitigation and Adaptation Mechanism] to attain the stabilization of greenhouse gas concentrations in the atmosphere, conserve biological diversity, restore ecosystems and enhance ecosystem services, including food security, while acknowledging their vulnerability to climate change and associated natural disturbances;*

Pp14 *Reaffirming the crucial importance of education, training, public awareness, public participation, public access to information and international cooperation on these matters for promoting changes in lifestyles, attitudes and behaviour needed [to foster low-emission and climate-resilient development] and to mobilize public support for climate policies and action, [recognizing that sustainable lifestyles and sustainable patterns of consumption and production play an important role in addressing climate change, [with the lead of developed countries]and recognizing the important role that subnational and local authorities, as well as non-state actors and the private sector, play in addressing climate change,*

Pp15 *[Acknowledging that putting a price on carbon is an important approach for cost-effectiveness of the cuts in global greenhouse gas emissions,]*

Have agreed as follows:

### Article 1 (DEFINITIONS)

For the purposes of this Agreement, all definitions contained in Article 1 of the Convention apply. In addition:

1. “Parties present and voting” means Parties present and casting an affirmative or negative vote;
2. “Party” means a Party to this Agreement;
3. “CMA” means the Conference of the Parties serving as the meeting of the Parties to this [Agreement];
4. [Placeholder for “countries in need of support”];
5. [Climate forcers: compounds or group of compounds that contribute to climate change. This contribution can be measured through their radiative forcing (W/m<sup>2</sup>). They are well-mixed and near-term greenhouse gases, aerosols, or particles;]
6. [“Emission reductions” means the sum of all reduced emissions and increased carbon stocks;]

7. ["REDD+" means a mechanism aimed at reducing emissions from deforestation and forest degradation and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries that is based on the Warsaw Framework for REDD+ and relevant decisions of the [Conference of the Parties];]
- 7bis. ["JMA" means a mechanism for the implementation of joint mitigation and adaptation actions for the integral and sustainable management of forests alternative to REDD+ and to results-based payments;]
8. ["Developed country Party" means a developed country Party [under the Convention] [within the meaning of this Agreement] [under the UN system];]
9. ["Developing country Party" means a developing country Party [under the Convention] [within the meaning of this Agreement] [under the UN system];]
10. [Placeholder for "climate finance"];]
11. ["Conference of the Parties" means the Conference of the Parties to the Convention;]
12. ["Convention" means the United Nations Framework Convention on Climate Change, adopted in New York on 9 May 1992;]
13. ["Party included in Annex I" means a Party included in Annex I to the Convention, as may be amended, or a Party which has made a notification under Article 4, paragraph 2(g), of the Convention;]

*[Further definitions may be required at a later stage in the negotiating process.]*

## **Article 2** *(PURPOSE)*

### **Option 1:**

1. The purpose of this Agreement is [to [enhance the implementation of the Convention and] to achieve [its] objective [of the Convention] as stated in its Article 2. In order to strengthen and support the global response to the urgent threat of climate change, Parties [shall][agree to] to take urgent action and enhance [cooperation][support] so as to:
  - a. hold the increase in the global average temperature [below 2 °C][below 1.5 °C][well below 2 °C][below 2 °C or 1.5 °C] [below 1.5 °C or 2 °C][as far below 2°C as possible] above pre-industrial levels by ensuring deep cuts in global greenhouse gas [net] emissions.
  - b. pursue a transformation towards sustainable development, to foster societies that are resilient to climate change and economies that are low in greenhouse gas emissions and to ensure that food production and distribution are not threatened.
  - c. increase their ability to adapt to the adverse impacts of climate change [and to effectively respond to the impacts of the implementation of response measures and loss and damage.]
2. [This Agreement shall be implemented on the basis of equity and science, in [full] accordance with the principles of equity and common but differentiated responsibilities and respective capabilities[, in light of national circumstances] [the principles and provisions of the Convention], while ensuring the integrity and resilience of natural ecosystems, [the integrity of Mother Earth, protection of health, a just transition of the workforce and creation of decent work and quality jobs in accordance with nationally defined development priorities] and the respect, protection, promotion and fulfillment of human rights for all, including the right to health and sustainable development, [including the right of people under occupation] and to ensure gender equality and the full and equal participation of women, [and intergenerational equity].]

### **Option 2:**

No text

## **Article 2bis** *(GENERAL)*

### **Option 1:**

1. All Parties shall regularly prepare, communicate and implement [intended] nationally determined contributions towards achieving the [purposes of this Agreement as set out in Article 2 above] [objective of the Convention as set out in its Article 2], in accordance with Article 4 of the Convention.
2. Each Party's [intended] nationally determined contribution will represent a progression in light of Parties' differentiated responsibilities and commitments under the Convention.

3. The extent to which developing country Parties will effectively implement this Agreement will depend on the effective implementation by developed country Parties of their commitments on provision of finance, technology development and transfer and capacity-building.
4. Successive [intended] nationally determined contribution will be communicated before the expiry of the previous [intended] nationally determined contribution by that Party.

**Option 2:**

No text

**Article 3** *(MITIGATION)*

1. *Collective long-term goal*

**Option 1:**

[Parties aim [to achieve the global temperature goal], in accordance with the best available science [and the principles of the Convention], through [long-term global [low-[carbon][emission] transformation] [[climate][carbon] neutrality]], [and peaking their [net] emissions] [by 2030][20XX][as soon as possible], [with a [x]40-[y]70% net emission reduction below 2010 levels by 2050][according to the global carbon budget distribution based on climate justice], and [overall reductions][[net] zero emissions] [over the course of the century][[by 2050][by 2100].<sup>2</sup>

**Option 2:**

[Parties aim to reach long-term global low-emission transformation, in the context of sustainable development and equitable access to atmospheric space  
{placeholder for further elaboration of the context, including CBDR, comprehensiveness, distribution of global carbon budget based on climate justice and etc.}.]

**Option 3:**

[In pursuit of the objective of the Convention set out in its Article 2,][and][to achieve the long-term temperature goal set out in Article 2 of this Agreement,] Parties aim to reach [by X date] [as soon as possible] [a peaking of global greenhouse gas emissions] [and rapid reductions of global greenhouse gas emissions thereafter to at least] [40-70] [70-95] per cent below 2010 levels by 2050 [and zero net greenhouse gas emissions in the period 2060 - 2080] [[bearing in mind that peaking will vary for different countries and will be longer for developing countries] [[and bearing in mind social and economic development and poverty eradication are the first and overriding priorities of developing country Parties]] [[in pursuing [decarbonisation of the global economy over the course of this century] [global low - carbon transformation] [global low-emission transformation]] [in the sharing of the remaining global emission budget]].

2. *Individual efforts*

**Option 1:**

Each Party [shall][should][other] regularly [prepare] communicate [maintain] [fulfil] [implement] [a][successive] nationally determined mitigation [contribution][commitment][component of the contribution referred to in Article 2 bis] {*hereafter NDMC*}, which the Party [shall][should][other] implement.

**Option 2:**

[Each Party][All Parties] [recognizing the principle of common but differentiated responsibilities and respective capabilities] [shall][should][other] regularly [formulate] [prepare], [communicate] [submit], [maintain] [update] and [shall][should][other] [implement] [fulfil] [intended][nationally determined mitigation [commitments][contributions][actions]] [nationally determined mitigation commitments and/or contributions] [a nationally determined contribution with a mitigation component], [, which can be in the form of co-benefits resulting from [its] [the Party's] adaptation contributions and economic diversification plans] [programmes containing measures to mitigate climate change] {*hereafter NDMCNDMCC*} {placeholder of context, pples, art 4, support, etc.}<sup>3</sup>

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<sup>2</sup> There is a need to specify the context, which placement is yet to be decided.

<sup>3</sup> Indicate linkage with art 2 bis general, legal issue, housing, timing. The placing of this paragraph needs to be further discussed.

3. *Differentiated efforts*

**Option 1:**

No text additional to Article 3.2

**Option 2:**

3.3 In accordance with Article 4, paragraph 2, of the Convention, developed country Parties and other Parties included in Annex I of the Convention shall undertake quantified economy-wide absolute emission reduction commitments/targets, which are comparable, measurable, reportable and verifiable, covering all GHGs and implemented domestically without any conditions;

3.3bis In accordance with Article 4, paragraphs 1, 3, 4, 5 and 7, of the Convention, developing country Parties should undertake diversified enhanced mitigation actions/efforts in a measurable, reportable, and verifiable manner, in the context of sustainable development and supported and enabled by the provision of adequate finance, technology and capacity-building by developed country Parties.

3.3ter Developed country Parties' post-2020 economy-wide absolute emission reduction commitments/targets shall be progressively more ambitious over time.

3.3quat Developing country Parties' post-2020 diversified enhanced mitigation actions/efforts will be more ambitious than compared to their pre-2020 actions under the Bali Action Plan, supported and enabled by enhanced finance, technology development and transfer and capacity-building by developed country Parties over time.

**Option 3:**

{add *following to 3.2 option 1*}: [in accordance with][taking into account] its common but differentiated responsibilities and respective capabilities, in light of different national circumstances { *principle based differentiation*}

**Option 4:** { *modulators to 3.2*}

3.3: Each Party that has previously [communicated] [implemented] absolute economy-wide emissions reduction or limitation targets should continue to do so and all Parties should aim to do so over time. { *modality based differentiation option 1 + progression of modalities*}

3.3alt: Developed countries [and other Parties [in a position][who determine] to do so] should take the lead in mitigation efforts, including by [communicating] [and implementing] absolute economy-wide emissions reduction [or limitation] targets and all other Parties should aim to do so over time. { *developed countries taking the lead + modality based differentiation option 2*}

[Parties may otherwise communicate quantified targets relative to business as usual, carbon intensity of GDP, or other reference point, or non-economy-wide actions.]

3.3bis Each Party's *NDMC/NDMCC* [shall][should][other] reflect a progression beyond the Party's previous efforts and highest possible ambition [ *level of ambition + progression*]

[in accordance with][taking into account] its common but differentiated responsibilities and respective capabilities, in light of different national circumstances [ *principle based differentiation*]

3.3bisAlt Each Party's *NDMC/NDMCC* [shall][should][other] reflect the highest possible ambition [ *level of ambition*]

[in accordance with][taking into account] its common but differentiated responsibilities and respective capabilities, in light of different national circumstances [ *principle based differentiation*]

3.x<sup>4</sup> Notwithstanding Articles 3.2 and 3.3 above, Parties that are LDCs, SIDs may communicate their *NDMC/NDMCC* at their discretion, including information on strategies, plans and actions for low GHG emission development, reflecting their special circumstances. { *applies to all options for 3.3*}

4. *Progression*

Each Party's *NDMC/NDMCC* [shall][should][other] be progressively more ambitious over time. [The progression of ambition of developing country Parties' *NDMC/NDMCC* will be supported and enabled by enhanced finance, technology development and transfer and capacity-building by developed country Parties over time.]

5. *Ambition*

Each Party should ensure that its *NDMC/NDMCC* reflects the Party's highest possible ambition, in light of its national circumstances and of recommendations by science.

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<sup>4</sup> This provision may apply to other parts of this Article, in particular features and housing.

6. *Information*

In communicating their [proposed] [intended] *NDMC/NDMCC*, Parties shall provide the information necessary for clarity, transparency and understanding, in accordance with [decision 1/CP.21 ][1/CP.20 ] [and any subsequent decisions by the CMA.] [Article 12 of the Convention and the relevant arrangement for reporting information adopted by the CoP including those resulting from the Bali Action Plan and the information listed in decision 1/CP.20.]

7. *Features*<sup>5</sup>

**Option 1:**

[Each Party' s *NDMC/NDMCC* [shall] [should] [other]: (a)

[Be quantified or quantifiable;]

(b) [Be unconditional, at least in part;]<sup>6</sup>[ with developing countries able to specify additional levels of mitigation to be implemented with support;]

(c) [Maximize adaptation co-benefits;]

(d) [Prioritize actions that are immediately implementable, scalable and results oriented, including REDD+;].

(e) [[Strive to] include all key categories of emissions by sources and removals by sinks;]

(f) [Include any source, sink or activity that has been previously included;]

(g) [Continue to include any sources, sink or activity that has been previously included;]

(h) [Be based on reference values that are defined transparently and are consistent with environmental integrity;]

(i) [Use common Intergovernmental Panel on Climate Change (IPCC) metrics, guidance and guidelines for the estimation of greenhouse gas emissions and removals as agreed by the CMA;]

(j) [To the extent that it uses baselines, base these on real and verifiable data;]

(k) [Be implemented in accordance with the provisions of the Convention;]

(l) [Take into account the outcomes of the global stock-take and the process to facilitate implementation set out in Articles 10 and 11 respectively;]

(m) [Parties should use joint mitigation and adaptation approach for the integral and sustainable management of forests as an alternative policy approach to results-based payments;]

(n) [, which can be in the form of co-benefits resulting from [its] [the Party's] adaptation contributions and economic diversification plans ]

(o) [Ensure environmental integrity;]

(p) [Other.]]

**Option 2:**

[Each developed country Party's *NDMC/NDMCC* [and of those Parties in a position to do so][shall][should][other]:

(a) [Be quantified or quantifiable;]

(b) [Be unconditional;]

(c) [Maximize adaptation co-benefits;]

(d) [Prioritize actions that are immediately implementable, scalable and results oriented, including REDD+;].

(e) [[Strive to] include all key categories of emissions by sources and removals by sinks;]

(f) [Include any source, sink or activity that has been previously included;]

(g) [Continue to include any sources, sink or activity that has been previously included;]

(h) [Be based on reference values that are defined transparently and are consistent with environmental integrity;]

(i) [Use common Intergovernmental Panel on Climate Change (IPCC) metrics, guidance and guidelines for the estimation of greenhouse gas emissions and removals as agreed by the CMA;]

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<sup>5</sup> One group of Parties is of the view that this issue should be dealt with in the Decision.

<sup>6</sup> [South Africa wishes its reservation on the original text in brackets to be recorded; we do not accept any unconditional part of contributions that are nationally determined, particularly if this is a precondition under Art 17.]

- (j) [To the extent that it uses baselines, base these on real and verifiable data;]
- (k) [Be implemented in accordance with the provisions of the Convention;]
- (l) [Take into account the outcomes of the global stock-take and the process to facilitate implementation set out in Articles 10 and 11 respectively;]
- (m) [Parties should use joint mitigation and adaptation approach for the integral and sustainable management of forests as an alternative policy approach to results-based payments;]
- (n) [, which can be in the form of co-benefits resulting from [its] [the Party's] adaptation contributions and economic diversification plans ]
- (o) [Ensure environmental integrity;]
- (p) [Other.]]  
[Each developing country Party's *NDMC/NDMCC* [shall][should][other]:
- (a) [Be expressed as an unconditional target and a conditional target, based on the provision of finance and/or technology transfer and/or capacity building;]
- (b) [Be expressed as a sectoral or collection of targets;]
- (c) [Be expressed where possible, in a manner that is quantified or quantifiable;]
- (d) [Maximize adaptation co-benefits;]
- (e) [Prioritize actions that are immediately implementable, scalable and results oriented, including REDD+;].
- (f) [[Strive to] include all key categories of emissions by sources and removals by sinks;]
- (g) [Include any source, sink or activity that has been previously included;]
- (h) [Continue to include any sources, sink or activity that has been previously included;]
- (i) [Be based on reference values that are defined transparently and are consistent with environmental integrity;]
- (j) [Use common Intergovernmental Panel on Climate Change (IPCC) metrics, guidance and guidelines for the estimation of greenhouse gas emissions and removals as agreed by the CMA;]
- (k) [To the extent that it uses baselines, base these on real and verifiable data;]
- (l) [Be implemented in accordance with the provisions of the Convention;]
- (m) [Take into account the outcomes of the global stock-take and the process to facilitate implementation set out in Articles 10 and 11 respectively;]
- (n) [Parties should use joint mitigation and adaptation approach for the integral and sustainable management of forests as an alternative policy approach to results-based payments;]
- (o) [, which can be in the form of co-benefits resulting from [its] [the Party's] adaptation contributions and economic diversification plans;]
- (p) [Ensure environmental integrity;]
- (q) [other.]]

#### 8. Timing

- (a) *First communication (streamlined from 3.2, 3.6bis)*

**Option 1:**

Each Party's first *NDMC/NDMCC* is that listed in Annex [x] to the Agreement.<sup>7</sup> **Option 2:**

Each Party shall communicate its first *NDMC/NDMCC* no later than upon [ratification or acceptance of] [joining] this agreement.

**Option 3:**

No provision on first communication in Agreement [For Decision text]

- (b) *Subsequent communications (Merged proposal from (3.6 inc. elements of 3.2 bis, 3.4, 3.4 bis, 7, 3.6bis):*

**Option 1:** *communication to 5 year time period*

*Every 5 years, harmonised NDC*

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<sup>7</sup> Some Parties would like to reflect the need for *NDMC/NDMCC* to be captured in an Annex to the Agreement at COP 21 in Paris. Links to housing issue and Article 3.2

Each Party shall [[communicate its [successive] [new]] [update its] *NDMC/NDMCC* by [year x] [2020] [2021] and every five years thereafter, on a [synchronised][common] basis, [or resubmit an existing *NDMC/NDMCC*], [for the subsequent 5 year timeframe], taking into account the outcomes of the global stocktaking referred to in Article [x]. *Submit INDC*

All Parties shall submit [intended] [proposed] *NDMC/NDMCC* [12 [-18] months prior to] [well before] [finalisation [inscriptions]

*Finalise NDC*

[[with a view to [inscription in [Annex] x<sup>8</sup>][finalization] [at least 3 months prior to][well before] the CMA at which *NDMC/NDMCC* will be collectively updated]]; *[placeholder for an option regarding an "indicative" or "intended" subsequent NDMC/NDMCC for [5] years after the year of the submitted contribution.]*

**Option 2:** *communication before the end of the period of implementation*

Successive *NDMC/NDMCC* [shall] [will] [other] be communicated by Parties after completion of the current implementation cycle.

- (c) *Consultative period/ex ante (including parts of 3.2 bis, 4 and 4bis, 3.10)*

**Option 1:**

[In the 12 [-18] month period referred to in paragraph x] [The CMA shall facilitate [conduct]] [All Parties shall participate in] a [preparatory] process to [facilitate] [enhance] the clarity, transparency and understanding of the [intended] [proposed] *NDMC/NDMCC*, including their aggregate effect in the light of the long-term temperature goal in Article 2 of this agreement, including through the production of an aggregate synthesis report. The [preparatory] process shall be conducted in accordance with modalities and procedures to be adopted by the CMA at its first session

**Option 2:**

No provision on consultative period/ex ante

**Option 3:**

Placement: Deal with this issue in Article 9

- (d) *Common timeframe in future (previous 6 option 1b, quater)*

**Option 1:**

A common timeframe for Parties' *NDMC/NDMCC* from 2030 onward shall be decided by the CMA at its first session

**Option 2:**

No provision for common timeframe

**Option 3:**

Differentiated timeframes for developed and developing countries to be decided by the CMA at its first session

- (e) *Adjustments at any time (previous 3.4 ter and 3.6 ter)*

**Option 1:**

A Party may, at any time, submit an update to its *NDMC/NDMCC* that represents a progression in ambition beyond its previous efforts [in accordance with the simplified adjustment procedure referred to in Article X]

**Option 2:**

The enhancement of the [(I)NDCs][*NDMC/NDMCC*] of developing country Parties is premised on the adequacy of finance, technology transfer and capacity building support from developed country Parties. A developing country Party may adjust its [(I)NDC][*NDMC/NDMCC*] when severely affected by an extreme natural event, force majeure, or when adequate finance, technology development and transfer, and capacity building support is not available;

**Option 3:**

No text on adjustment

*Additional notes on related provisions:*

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<sup>8</sup> Housing issue dealt with separately



*\* 3.4: This restructuring does not deal with the accompanying information requirements, as currently outlined in 3.4. After stripping out the timings elements, the paragraph would read: There shall be a high-level session on mitigation, as part of the process outlined in Article 10 every 5 years, the modalities of which are to be in accordance with decision 1/CP.21 and any subsequent decisions by the CMA]*

## 9. Housing

### Option 1:

[The NDMC/NDMCC communicated by Parties shall be [listed][published] in a [online registry maintained by the secretariat][Annex [X] to this agreement][on the UNFCCC website].]

### Option 2:

[The NDMC/NDMCC communicated by developed country Parties shall be inscribed in Annex A to this agreement.

The NDMC/NDMCC communicated by developing country Parties shall be inscribed in Annex B to this agreement.]

## 10. Accounting

### Option 1:

[In tracking progress towards achieving NDMC/NDMCC, Parties shall apply the principles of transparency, accuracy, completeness, comparability, consistency, avoidance of double-counting, and environmental integrity.]

### Option 2:

[In tracking progress towards achieving NDMC/NDMCC, Parties shall apply the principles of transparency, accuracy, completeness, comparability, consistency, avoidance of double-counting, and environmental integrity.]

[The rules and guidance related to tracking of progress towards achieving NDMC/NDMCC accounting [that are set forth in [relevant COP decisions and in] decision 1/CP.21], including with respect to land use [and land-use change] [and forests] [ and REDD+] [and internationally transferred mitigation outcomes], [shall be adopted by the CMA at its first session and maybe amended by any subsequent decisions by the CMA] [so as to improve clarity, transparency and environmental integrity of the agreement.]

### Option 3:

(a) [Taking into consideration the principles of common but differentiated responsibilities and respective capabilities, and article 4.9 of the Convention] [The rules and guidance related to accounting [that are set forth in [relevant COP decisions and in] decision 1/CP.21], including with respect to land use [and land-use change] [and forests][ and REDD+][and internationally transferred mitigation outcomes], [shall be adopted by the CMA at its first session and maybe amended by any subsequent decisions by the CMA] [so as to improve clarity, transparency and environmental integrity of the agreement.]

(b) [In accounting for their NDMC/NDMCC, each Party shall, taking into account guidance developed under paragraph (a) above]:

- (i) [Use common metrics, guidance and guidelines accepted by the IPCC for the estimation of greenhouse gas emissions and removals and agreed by the CMA];
- (ii) [Ensure methodological consistency between the definition of the *NDMC/NDMCC* and its implementation];
- (iii) [Include an explanation for the exclusion from their *NDMC/NDMCC* of any key categories of emissions and removals, and strive to include these over time];
- (iv) [[Ensure that] Once a source, sink or activity is accounted for in a *NDMC/NDMCC*, Parties shall continue to include];
- (v) [[Ensure that] internationally transferred mitigation outcomes used by any Party to meet its nationally determined mitigation commitment shall be real, permanent, additional and verified, be subject to systems to ensure that units are not counted more than once in tracking progress toward nationally determined mitigation commitments and shall be supplemental to domestic action].

**Option 4:**

Deal with accounting in Transparency of Action and Support

**Option 5:**

*No provisions on accounting and land use Differentiation modulator: (A choice to be made for options 1, 2, and 3).*

**Option 1:**

[Taking into consideration the principles of common but differentiated responsibilities and respective capabilities, and article 4.9 of the Convention]

**Option 2:**

*No differentiation modulator applied in this specific paragraph (does not prejudge how or where differentiation is treated in this section).*

*Other choices (accounting):*

- *Legal/ technical:*
  - o *CMA*
  - o *COP*
  - o *1/CP.21*
- *Inclusion of/ exclusion of:*
  - o *Land Use, Land-Use Change, Forests, REDD+*
  - o *Internationally transferred mitigation outcomes*

11. *Methods and guidance*

**Option 1:**

In the context of *NDMC/NDMCC*, when recognising and implementing mitigation actions in respect of anthropogenic emissions and removals [including from land use [or REDD+]], Parties may draw from [build on] existing methods and guidance under the UNFCCC and the IPCC.

**Option 2:**

*No provisions on accounting and land use*

12. *Long-term strategies*

[Parties [are invited][should strive ]][invite Parties, on voluntary basis] to formulate and communicate longer-term low-emission development strategies [in accordance with the modalities to be decided by the CMA at its first session][Developed country Parties shall formulate low emissions development strategies with time frames for zero emissions. Developing country Parties are encouraged to develop a long-term green and low-carbon development strategy, plan or programme, as appropriate].

[The secretariat shall maintain in a public registry, Parties' communicated low-emission development strategies.]

13. *Response Measures*

*[Preamble: Parties acknowledge the importance of cooperation including around economic diversification to reduce the adverse impacts of the implementation of response measures.]*

**Option 1:**

[Parties shall give full consideration to what actions are necessary under the Agreement to meet the specific needs and concerns of developing country Parties arising from the impact of the implementation of response measures, including in terms of economic diversification, and taking into consideration that poverty eradication and social and economic development, are the first and overriding priorities of developing country Parties.

Parties agree to enhance actions under this agreement, including through strengthening institutional arrangements and shall adopt modalities and procedures for enhancing those arrangements. To this end the CMA shall establish a cooperative mechanism to address the adverse impacts of the implementation of response measures on developing country Parties, as included in Decision X/CP.21.]

**Option 2:**

No text

14. *Unilateral Measures*

**Option 1:**

[Developed country Parties shall not resort to any form of unilateral measures against goods and services from developing country Parties on any grounds related to climate change, recalling the principles and provisions of the Convention, in particular its Article 3, paragraphs 1, 4 and 5, and Article 4, paragraphs 3, 5, 7, 8, 9 and 10, taking into account the principles of equity, common but differentiated responsibilities, and the obligations of developed country Parties to provide financial resources, transfer of technologies and capacity-building support to developing country Parties.]

**Option 2:**

[No text.]

15. *REIOS*

[Parties, including regional economic integration organizations and their member States, may jointly communicate and[/or] implement their *NDMC/NDMCC* detailing in its joint communication combined level of *NDMC/NDMCC* and individual levels of *NDMC/NDMCC* of each member State of that regional economic integration organization. If Parties acting jointly do so in the framework of, and together with, a regional economic integration organization, any alteration in the composition of the organization after adoption of this Agreement shall not affect existing *NDMC/NDMCC* under this Agreement. Any alteration in the composition of the organization shall only apply for the purposes of those commitments under Article 3 that are adopted subsequent to that alteration. If Parties acting jointly to implement their *NDMC/NDMCC* in the framework of, and together with, a regional economic integration organization which is itself a Party to this Agreement, each member State of that regional economic integration organization individually, and together with the regional economic integration organization shall, in the event of failure to achieve the total combined level of *NDMC/NDMCC*, be responsible for its level of *NDMC/NDMCC* as communicated in accordance with this Article.]

16. *Cooperative approaches*

**Option 1:**

Parties may also cooperate in the implementation of *NDMC/NDMCC*. {second sentence of original 3.8}

**Option 2:**

[Parties when using cooperative approaches shall ensure that they deliver real permanent additional and verified internationally transferrable mitigation outcomes which shall only be accounted once]

[The cooperation of Parties in the implementation of mitigation activities to implement *NDMC/NDMCC* may include cooperation through the Warsaw Framework for REDD-plus, mechanisms developed under the COP and cooperative approaches involving the international transfer of mitigation outcomes that meet standards and guidelines, to be decided upon by the CMA at its first session, that are aimed at ensuring environmental integrity and that ensure that they deliver real, permanent, additional and verified internationally transferrable mitigation outcomes that shall only be accounted once toward tracking progress toward NDCs. The CMA shall provide for a mechanism to support sustainable development, to be available to assist Parties in fulfilling their *NDMC/NDMCC*, while respecting the *NDMC/NDMCC* of the host Party.]

- *Potential elements of elaboration of the option:*
- *Approval by the Parties involved*
- *Transfer of units/outcomes*
- *Standards for environmental integrity*
- *Real, verified, permanent, additional*
- *Accounted once/no double counting (also see the relevance of article 3.5 of the text of October 5<sup>th</sup> as well as 3.4 quinquies and paragraph 30(e) of the decision)*
- *Transparency, accuracy, completeness, comparability, consistency*

**Option 3:**

Parties acknowledge the importance of cooperation instruments to enhance mitigation commitments at the local, regional and/or international level.

**Option 4:**

No provision

17. *Support*

Developed country Parties, the operating entities of the Financial Mechanism and any other organizations in a position to do so shall provide support for the preparation, communication and implementation of NDMC/NDMCC of developing country Parties.

**Option 1:**

[Developing country Parties][developing country Parties and other countries with economies in transitions][Parties in need of support] are eligible for support in the implementation of this Article.

**Option 2:**

The developed country Parties and other developed Parties included in Annex II to Convention shall provide new and additional financial resources, technology transfer and capacity building to meet the agreed full costs incurred by developing country Parties in complying with their obligations under this Article.

18. *Framing*

[The implementation of the provisions of this Article should [reflect][be subject to] [national circumstances]] [common but differentiated responsibilities and respective capabilities in light of different national circumstances and different development stages ] [differentiation between developed and developing country Parties ] [of LDCs and SIDs].

[The extent to which developing country Parties will effectively implement their commitments will depend on the effective implementation by developed country Parties of their commitments related to financial resources, transfer of technology and capacity-building.]

19. *International Transport Emissions*

**Option 1:**

Parties [shall][should][other] pursue limitation or reduction of greenhouse gas emissions from international aviation and marine bunker fuels, working through the International Civil Aviation Organization and the International Maritime Organization, respectively, with a view to agreeing concrete measures addressing these emissions, including developing procedures for incorporating emissions from international aviation and marine bunker fuels into low-emission development strategies.

**Option 2:**

No text

**[Article 3bis] on REDD-plus**

1. [Mechanisms for forest mitigation and adaptation are] [A REDD-plus mechanism is] hereby defined.
  2. The REDD-plus mechanism consists of relevant decisions of the Conference of the Parties, including decisions 9 to 15/CP.19 and decision XX/CP.21.
  3. The purpose of the REDD-plus mechanism shall be to incentivize the reduction of emissions from deforestation and forest degradation and to promote conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries, while enhancing the non-carbon benefits derived as a result of the multiple functions of forests, including alleviating poverty and building ecosystem resilience.
- [4. The Joint Mitigation and Adaptation Mechanism (JMA) is established to support the integral and sustainable management of forests as an alternative to results-based payments, in accordance to decision X/CP.21.]

**[Article 3ter] on mechanism to support sustainable development**

**Option 1:**

1. Establishes a mechanism to support sustainable development to be available to assist Parties in fulfilling their NDMC/NDMCC. This mechanism shall be under the authority and guidance of the CMA and be supervised by a body designated by the CMA, and would aim to:
  - (a) Enhance mitigation ambition and the mobilization of financing for climate action;
  - (b) Incentivise and enable participation in cost-effective mitigation action by public and private entities acting under the responsibility of a Party.
2. The CMA shall adopt modalities and procedures for the mechanism referred above on its first session.]

*Additional elements to article 3 ter to be reflected in the article (these are also applicable to paragraph 34 of the decision):*

- *Additional element - own contribution - EU submission on paragraph 34 "Deliver where desired by Participating Parties a net contribution to mitigation over and above the current NDMC/NDMCC of the Parties participating".*
- *Approval by the Parties involved*
- *Article 3 ter enabling creation of multiple mechanisms*
- *Sustainable development criteria of the host country*

**Option 2:**

Recommends that the CMA at its first session consider establishing a mechanism to support sustainable development to be available to assist Parties in fulfilling their NDMC/NDMCC. This mechanism would be under the authority and guidance of the CMA and be supervised by a body designated by the CMA, and would aim to:

- (a) Enhance mitigation ambition and the mobilization of financing for climate action;
- (b) Incentivize and enable participation in cost-effective mitigation action by public and private entities acting under the responsibility of a Party;

Requests the SBSTA to elaborate modalities and procedures for the mechanism for sustainable development referred to in paragraph 34 above and report to the IPC at its [X] session with a view to the IPC making recommendations, for consideration and adoption by the CMA at its first session, that inter alia:

- (c) Provide, where desired by the participating Parties, for the creation and issuance of real, permanent, additional and verified mitigation outcomes that may be used to meet NDMC/NDMCC in a manner that is supplementary to domestic action, is consistent with the rules and guidance for accounting, and provides for a share of proceeds for adaptation;
- (d) Deliver, where desired by participating Parties, a net decrease or avoidance of emissions;
- (e) Build on the mechanism defined in Article 12 of the Kyoto Protocol and related decisions of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol;] {paragraph 34 option 1 of the decision}

**Option 3**

[For the purpose of meeting a portion of its mitigation commitment under Article 3, any Party may elect to use certified units (CU) generated under the new market-based mechanism defined under decision 2/CP.17, paragraph 83, subject to the adoption by the CMA of modalities and procedures elaborating each of the elements in decision 1/CP.18 paragraph 51, and the adoption of eligibility rules for participation which promote fair and equitable access for all Parties. These modalities and procedures shall ensure that the design and operation of the mechanism delivers net global emission reductions, through the cancellation of a share of units generated, transferred, used or acquired from offsetting activities.]

**Option 4:**

Establishes a mechanism to support holistic and integrated approaches to sustainable development in harmony with nature to be available to assist developing country Parties in fulfilling their NDMC/NDMCC including in a balanced manner mitigation, adaptation, provision of finance, technology transfer and capacity building. This mechanism shall be under the authority and guidance of the CMA and be supervised by a body designated by the CMA, and would aim to:

- (a) Enhance mitigation and adaptation ambition and the provision mobilization of public financing technology transfer and capacity building in an integrated manner for climate action;
- (b) Enhance non-market-based approaches and enable participation in joint cost-effective mitigation and adaptation actions by public and private entities acting under the responsibility of a Party.
- (c) Support the implementation of the joint mitigation and adaptation approach for the integral and sustainable management of forests as an alternative policy approach to results-based payments.
- (d) Fully respect mitigation contributions of participating Parties to ensure that the global mitigation effort is not undermined.

The CMA shall adopt modalities and procedures for the mechanism referred above on its first session.]

**Option 5:**

No Article 3ter.

**Article 4** *(ADAPTATION)*

1.

**Option 1:** Parties hereby establish the [global goal][long-term vision] of enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change, [in accordance with the objective, principles and provisions of the Convention, including common but differentiated responsibilities and respective capabilities, with a view to [enabling climate resilient sustainable development and] ensuring adaptation in the context of the goal of holding the increase in the global average temperature [below 2 C][below [2 or] 1.5 C] referred to in Article 2 of this Agreement].

Parties recognize that adaptation is a [global] challenge faced by all with local, national, regional and international dimensions, and that it is a key component of and contribution to the long-term global response to climate change to protect people, livelihoods and ecosystems[, taking into account the urgent and immediate needs of those developing countries that are particularly vulnerable].

**Option 2:** Parties share the goal of increasing resilience and reducing vulnerability to climate change, recognizing that adaptation is a challenge faced by all, with local, national, regional and international dimensions, and that it is a key component of and contribution to the long-term global response to climate change to protect people, livelihoods and ecosystems.

2. **Option 1:** [Parties recognize that adaptation will be needed regardless of the level of mitigation reached and that [less adaptation will be needed if[, inter alia,] their collective mitigation efforts are greater].]

**Option 2:** [The [global goal][long-term vision] for adaptation shall be the basis for, inter alia:

- (a) Assessment of the adequacy of support from developed country Parties<sup>9</sup>] to developing country Parties<sup>10</sup>] and a platform to undertake such an assessment through strengthened measurement, reporting, and verification of support;
- (b) Recognition of adaptation efforts of developing countries;
- (c) Recognition of increased adaptation needs and associated costs in light of mitigation efforts, taking into account that adaptation will be needed regardless of the level of mitigation reached, and also taking into account the relationship between aggregate mitigation ambition, associated climate change impacts, and adaptation needs and cost, and recognizing there are limits to adaptation.]

**Option 3:** no text

3. **Option 1:** Parties [acknowledge][X] that adaptation action should follow a country-driven, gender-responsive, participatory and fully transparent approach, [respecting [human rights][right to life][rights of people under occupation] and] taking into consideration vulnerable groups, communities and ecosystems, and should be based on and guided by the best available science and[, as appropriate,] traditional and indigenous [and local knowledge systems][[peoples knowledge] and [local] knowledge,] [taking into account relevant activity on adaptation of UN specialized organizations] with a view to integrating adaptation into relevant social, economic and environmental policies and actions, where appropriate.

**Option 2:** Parties acknowledge that adaptation action should follow a country-driven, gender-responsive, participatory and fully transparent approach, taking into consideration vulnerable groups, communities and ecosystems, and should be based on and guided by the best available science and, as appropriate, traditional indigenous and local knowledge systems, [taking into account relevant activity on adaptation of UN specialized organizations,] with a view to integrating adaptation into relevant socio-economic and environmental policies and actions, where appropriate.

4. Parties further recognize the importance of [international cooperation and] support for adaptation efforts and the importance of taking into account the needs of those developing countries that are particularly vulnerable, recognizing the particular vulnerabilities of Least Developed Countries and Small Island Developing States. [Parties included in Annex II of the Convention shall enhance the support for the implementation of paragraph 7 of this Article, national adaptation plans and the other adaptation actions, in accordance with the provisions of Article 4 of the Convention, recognizing the urgent and immediate needs and special circumstances of developing country Parties, especially those that are particularly vulnerable.]

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<sup>9</sup> In all cases in the context of support, where it says "developed country Parties", read "developed country Parties [and other Parties in a position to do so]".

<sup>10</sup> In all cases in the context of support, where it says "developing country Parties" read "developing country Parties and other Parties in need of support, including countries with economies in transition".

5. Parties [shall][should] enhance [their] cooperation, including with respect to:
  - (a) Sharing information, good practices, experiences and lessons learned[,including through a knowledge dimension informed by science, planning and policy aspects to implement adaptation action;]
  - (b) [Strengthening institutional arrangements [under the Convention] to support the synthesis of relevant information and knowledge as well as the provision of technical [support and] guidance [and support][to the Parties];]
  - (c) [Strengthening information available to underscore the importance of systematic observation of the climate system for advancing scientific knowledge on climate change and advising informed policy-making to include] [early warning and emergency response preparedness][comprehensive climate risk management];
  - (d) [Assessment for the adequacy of support referred to in paragraph 2 (option 2 (a)) above, with a view to ensuring transparency and accountability;]
  - (e) [Assisting developing countries to identify adaptation needs, priorities, support provided and received for adaptation actions and efforts, challenges and gaps encouraging good practices.]
  - (f) [Improving the effectiveness and durability of adaptation actions]
6. Each Party, in accordance with [Article 4, paragraph 1 of the Convention and] its national circumstances and priorities [shall][should] engage in [a] [national] adaptation planning [process], [including national adaptation plans,] and/or enhance other relevant plans, policies, actions, and/or contributions, which could include:
  - (a) Assessments of climate change impacts [and][or] vulnerability [with a view to identifying the vulnerable people, places, ecosystems and sectors];
  - (b) [Prioritizing action with respect to the most vulnerable people, places, [and] ecosystems [and sectors];]
  - (c) Strengthening [governance and enabling environments for][arrangements for implementation of] adaptation;
  - (d) Monitoring[, reporting], evaluating, and learning from, adaptation plans, policies, programmes and actions;
  - (e) [Building resilience of socio-economic and ecological systems, including through economic diversification and sustainable management of natural resources;]
  - (f) [Enhancing of implementation of plans, policies and actions in a manner that is continuous and shall have continuous and enhanced international support.]
  - (g) [Strategies and approaches for enhancing the effectiveness of adaptation planning and actions, in the context of broader economic and development efforts.]
7. Each Party [shall][should][may] submit [[an] adaptation communication[s]][communications or undertakings on adaptation] that [shall][should][may][, with a view to sharing good practices, experiences, and lessons learned, including on progress in implementing adaptation action, and to build capacity] include:
  - (a) Its priorities[, experiences, efforts], needs, plans [and actions];
  - (b) [The level of support needed by developing country Parties in order to enhance adaptation action;]
  - (c) [Actions on provision of support to developing country Parties by developed country Parties;]
8. The [adaptation communication[s]][communications or undertakings on adaptation] referred to in paragraph 7 above, [shall][should][may] be:
  - (a) Submitted independently[, included in,] or in conjunction with another communication^ including a national adaptation plan, an [intended] nationally determined contribution, and/or a national communication][, in a manner that does not create an additional burden to [developing country] Parties;]
  - (b) Option 1: [Updated [periodically] every [X] [5] years [periodically] in [conjunction with the mitigation cycle][accordance with modalities to be decided by the [CMA][CMP]].  
Option 2: no text
9. **Option 1:** The [[an] adaptation communication[s]][communications or undertakings on adaptation] referred to in paragraph 7 above shall be [recorded in [a registry][[another][other] modalit[y][ies]]] made publicly available by the secretariat [on the UNFCCC website][in accordance with modalities to be decided by the [CMA][CMP] at its first session].

**Option 2:** no text

10. **Option 1:** [There shall be a [high-level session][global stocktake] on adaptation every [X] years, with the purpose of [raising the profile of adaptation efforts undertaken and considering experiences, challenges, and future priorities, with a view to increasing the effectiveness of adaptation actions][enhancing implementation of adaptation action based on the [an adaptation communication[s]][communications or undertakings on adaptation] referred to in paragraph 7 above, assessing the adequacy of support, and recognizing adaptation efforts of developing countries], and guided by modalities to be adopted by the [CMA][CMP] at its first session.]

**Option 2:** [The [CMA][CMP] shall facilitate the communication of adaptation efforts for the stocktake referred to in Article 10.]

**Option 3:** no text

11. **Option 1:** [The Adaptation Committee and the Least Developed Countries Expert Group[, the Adaptation Fund, the Green Climate Fund, LDCF, SCCF, the Technology Executive Committee, the Consultative Group of Experts on National Communications from Parties not included in Annex I to the Convention, and other relevant bodies] shall serve this Agreement[, be enhanced and their work intensified, as appropriate, within their respective mandates][under the guidance by the CMA].]

**Option 2:** Institutional arrangements for adaptation under the Convention shall serve this agreement. The CMA shall, based on a review of institutional arrangements under the Convention, further elaborate the adaptation framework for this Agreement, in order to enhance its coherence and effectiveness, building on, consolidating and coordinating institutional arrangements relevant to adaptation under the Convention.

12. **Option 1:** [[Developing country] Parties [in need][other Parties in need of support] are eligible for support in the implementation of this Article]

**Option 2:** [Developed country Parties shall provide developing country Parties, taking into account the need of those that are particularly vulnerable, with long-term, scaled-up, predictable, new and additional finance, technology and capacity-building, consistent with relevant provisions of the Convention, to implement urgent, short-, medium- and long-term adaptation actions, plans, programmes and projects at the local, national, regional and global levels, in and across different economic and social sectors and ecosystems][Developed countries [shall][should] transfer technology, in particular for early warning systems through United Nations mechanisms, in order to make it accessible for all].

**Option 3:** no text (*text on adaptation support to be considered in Articles 6, 7, 8, and 9*)

## Article 5 (LOSS AND DAMAGE)

### [Option 1:

1. An international mechanism to address loss and damage is hereby defined under this agreement/protocol and shall be bound by the principles and provisions of the Convention, in particular common but differentiated responsibilities and respective capabilities.
2. The purpose of the mechanism shall be to promote and support the development and implementation of approaches to address loss and damage associated with the adverse effects of climate change, inter alia, extreme events and slow onset events, in developing countries that are particularly vulnerable to the adverse effects of climate change.
3. The international mechanism on loss and damage shall draw upon, further develop and elaborate on the work of the Warsaw International Mechanism on Loss and Damage pursuant to relevant COP decisions, including the development of modalities and procedures for the mechanism's operation and support. It can involve, as appropriate, existing bodies and expert groups under the Convention, as well as relevant organizations and expert bodies outside the Convention, and be informed by relevant precedents in international law.
4. The international mechanism on loss and damage shall be subject to the authority and guidance of the governing body/CMP/CMA and supported through the financial mechanism of the Convention.
5. The governing body/CMP/CMA shall, at its first session, establish a climate change displacement coordination facility to help coordinate efforts to address the displacement of people as a result of the extreme impacts of climate change.
6. The governing body/CMP/CMA shall, at its first session, initiate a process to develop approaches to address irreversible and permanent damage resulting from human-induced climate change, and shall endeavour to complete this process within four years.]



**[Option 2:** No reference to loss and damage (no Article 5).]

**Article 6** *(FINANCE)*

**Option I**

1. [Over time, [all] finance flows should [promote][and][be consistent with] the transformation to low-emission and climate resilient societies and economies.]
2. [To this end, all Parties shall take action to mobilize, and/or facilitate the mobilisation of, climate finance in line with their respective and evolving responsibilities and capabilities. Some Parties may need support in order to take action.]
3. [The actions taken by Parties in the mobilization of climate finance shall reflect and be dynamically adapted to future changes in needs, developments and environmental and economic realities, reflecting evolving capabilities and responsibilities.]
4. [[Developed country Parties should take the lead and][Developed country Parties[, Parties with economies in transition] [and Parties [in a position][with capacity] to do so]] [All Parties [in a position][with capacity] to do so] [shall][should][other] provide support to assist developing country Parties with respect to both mitigation and adaptation [and others in a position to do so should complement such efforts].]

**Option II**

1. [In the implementation of this Agreement, developed country Parties and other developed Parties included in Annex II to the Convention shall provide and mobilize new and additional, adequate, predictable, accessible, sustained and scaled-up financial resources to developing countries to enhance the implementation of their policies, strategies, regulations, and action plans and their climate change actions with respect to both mitigation and adaptation to contribute to the achievement of the objective of this Agreement, meeting costs of adaptation, addressing loss and damage and including access to and transfer of environmentally-sound technologies and capacity-building, based on the principles and in accordance with the provisions of the Convention.] *{This paragraph would replace option 1 paragraphs 1 to 4}*
5. [Parties [[shall][should][other] take appropriate steps to][should promote the mobilization of climate finance from a wide variety of instruments and channels, including public, private, bilateral, multilateral, domestic, and international. In this regard]:
  - (a) [Recognizing the importance of mobilizing domestic resources [in the first instance], Parties [in a position][with capacity] to do so should provide support to assist developing country Parties in need of support with respect to both mitigation and adaptation;]  
*{Substantive overlap with option 1 paragraph 4 and option 2 paragraph 1}*
  - (b) Parties [shall][should] strive to improve domestic [and international] enabling environments [and policy frameworks] to [attract] [and] [mobilize] low-emission, climate-resilient [finance and] investment, noting that cooperative action and support may enhance such efforts;
  - (c) [Parties should] [prioritize the provision of] [recognize the importance of providing] [the most concessional finance] [grant-based [and concessional finance][support]] to the poorest, most vulnerable, and/or those with the least ability to mobilize other resources, [including][especially] for adaptation[, with priority given to financing for activities that are readily implementable, scalable, results based and deliver co-benefits;]
  - (d) [Prioritize financial support for results-based payments for verifiable achieved emission reductions related to existing approaches under the Convention;]
  - (e) [Parties should integrate climate considerations, including resilience, into their domestic development plans, international development assistance, and domestic and international investments;]
  - (f) [Parties should [reduce international support for high-emission [and maladaptive] investments] [and/or][or] [enhance international support for low-emission and climate-resilient investments].]
6. [Parties [shall][should][other] explore options for simplifying procedures for accessing support [and improving readiness], in particular for the LDCs and SIDS.]

7. [Parties [shall][should][other] implement and improve where necessary the pricing of greenhouse gas emissions.]
8. [[Parties recognize the importance of the Green Climate Fund and other multilateral mechanisms [and other efforts] for] The mobilization of climate finance [that] [shall][should][other] be scaled up [in a predictable and transparent manner] [beyond previous efforts] [from USD 100 billion per year] from 2020.]
- 8bis. [The provision and mobilization of financial resources by developed country Parties and other developed Parties included in Annex II shall represent a progression beyond their previous efforts, and financial resources shall be scaled up from a floor of US\$100 billion per year from 2020, including a clear burden-sharing formula among them, and in line with needs and priorities identified by developing country Parties in the context of contributing to the achievement of the objective (Article 2/XX) of this Agreement.  
These resources shall be provided in a measurable, reportable and verifiable manner, and be based on clear road map with individual annual targets in the post-2020 period, with clearly identified pathways to annual expected levels of available resources towards achieving short-term quantified goals. It shall take into account an equitable regional distribution of financial resources and a gender-sensitive approach, and include the implementation of Articles 5 and 6 of the Convention.]
- 8ter. [Enhancing the scale and effectiveness of climate finance depends on the actions set forward in paragraph 5.]
9. [[Parties] [recognize][recognizing][note][noting] [the [desirability][role] of][that sources may include] a wide variety of sources, public and private, bilateral and multilateral, including [alternative][additional] sources[, noting the need for a diversity of sources and instruments to fit recipients' changing economic circumstances].]
- 9bis. [Public funds, distinct from Official Development Assistance, will be the main source of financing, noting that sources may include a wide variety of sources, public and private, bilateral and multilateral, including additional sources to meet developing country needs for mitigation and adaptation actions. In the mobilization of finance from various sources, Parties shall abide by the principles of fiscal sovereignty and avoid incidence on developing country Parties[, particularly disguise distortions to trade].]
10. [[Developed country Parties [and other developed Parties included in Annex II]] [Developed country Parties[, Parties with economies in transition] and Parties [in a position][with capacity] to do so] [All Parties] [shall][should][other] [periodically] [prepare and] communicate [biennially on the provision and implementation] [[relevant, indicative] information] [on the [provision of financial resources, including quantitative and qualitative information on the] [projected][achieved] [efforts to mobilize climate finance][levels of public [climate finance][financial resources] to be provided to developing country Parties]] [about their plans related to paragraph 5, as appropriate].]
- 10bis. [Parties should periodically communicate relevant, indicative information about their plans related to paragraph 5, as appropriate.]
11. [The short-term collective quantified goal by developed country Parties shall be (periodically) reviewed and assessed based on needs and priorities identified by developing country Parties, in accordance with modalities and procedures to be developed by the CMA, in the context of achieving the objective of this Agreement.]
12. [The CMA shall facilitate the communication of finance efforts for the stocktake referred to in Article 10, taking into account the [annual reports][biennial assessment] of the Standing Committee on Finance.]  
*{Pending outcome of discussions on Article 10}*
13. *[Placeholder: outcome on discussion on MRV and Article 9 on transparency]*
14. *[Placeholder: notion of avoiding double counting]*
15. [[Parties][The provision of [support][these scaled-up resources]] [should][shall] strive to [achieve a] balance [of] [adaptation support [relative to][and] mitigation support][50:50 allocation for mitigation and adaptation actions of developing country Parties], [bearing in mind][taking into account the] country-driven strategies, priorities and needs [of developing country Parties which are particularly vulnerable to the adverse effects of climate change, including small island developing States (SIDS), least-developed countries (LDCs), and Africa].]
16. [Parties recognize that financing for adaptation should be public and grant-based.]
17. [The provision of financial resources, including for the transfer of technology shall ensure facilitated and enhanced direct access, pursue a country-driven approach, delivered through simplified procedures, and continuous readiness support in particular to capacity-constrained developing countries, in particular LDCs and SIDS. It shall likewise ensure adequacy and predictability of resources, and avoid double counting.]

18. [The CMA shall ensure that adequate support is available to the International Mechanism to address Loss and Damage as defined in Article (XX), as well as to promote and support the development and implementation of approaches to address irreversible and permanent damage resulting from human-induced climate change.]
19. [Parties may transfer mitigation outcomes for the purpose of fulfilling commitments and supporting actions under this Agreement in accordance with relevant COP decisions.]  
*{Placement proposal: mitigation Article of the Agreement section}*
20. [The Financial Mechanism, as [established by][defined in] Article 11 of the Convention, shall serve as the financial mechanism of this Agreement, including [the Green Climate Fund and the Global Environment Facility as] its operating entities[, in line with their respective mandates][The Financial Mechanism established by Article 11 of the Convention, including its operating entities, shall serve as the Financial Mechanism of this Agreement].]  
[Its operation shall remain open to be entrusted to other existing international entities. The guidance to the entity or entities entrusted with the operation of the financial mechanism of the Convention in relevant decisions of the Conference of the Parties, including those agreed before the adoption of this Protocol, shall apply mutatis mutandis to the provisions of the paragraph.]  
*{Placement proposal: issue to be addressed in decision paragraph 45}*  
[The Funds under the Convention such as the Special Climate Change Fund (SCCF) and the Least-Developed Countries Fund (LDCF), and the Adaptation Fund under the Kyoto Protocol to the UNFCCC (KP) shall also serve this Agreement. Other funds may be established under this Agreement as may be deemed necessary. These funds shall operate under the guidance and authority of the CMA in relation to activities to be developed and implemented under this Agreement.] *{Placement proposal: issue to be addressed in decision paragraphs 44 and 45}*  
[The Adaptation Fund Board, established by decision 1/CMP.3 shall be designated as an operating entity entrusted with the operation of the financial mechanism, referred to in Article 6.20, for the implementation of this Agreement.] *{Placement proposal: issue to be addressed in Agreement on interim arrangements}*
21. [The Standing Committee on Finance established under the Convention shall [serve this Agreement.] [assist the CMA in exercising its functions with respect to the Financial Mechanism of the Convention, in line with its functions and responsibilities established under the COP.] [Other thematic bodies of the Convention shall likewise assist the CMA, which may also establish other thematic bodies as may be necessary.]] *{Placement proposal: issue to be addressed in decision part; issue of other thematic bodies not appropriate for finance section of the agreement}*

### Article 7 (TECHNOLOGY DEVELOPMENT AND TRANSFER)

1. All Parties[, in accordance with the principles and provisions of the Convention, in particular Article 4 [and Article 11]], noting the importance of [meeting the] technology [requirements] for the implementation of mitigation and adaptation actions under this Agreement and recognizing existing deployment and dissemination efforts, [shall][should] strengthen cooperative action [among Parties] [to accelerate and upscale] [on] [technology development and transfer] [through];  
[inter alia:
- (a) [Improve endogenous capacities and enabling environment according to nationally determined needs and priorities, in accordance with Article 4.5 of the Convention]
  - (b) Address barriers [in accessing to][for] the transfer of safe, appropriate and environmentally, and socially sound technologies [by developing countries]; and
  - (c) Foster cooperative approaches to research and development].
- [1ter. **Option 1:** The [CMA] shall, at its first session, establish a global goal for technology development and transfer[, with the aim of improving the resilience of countries through adaptation and mitigation.][, under which][ In this regard] developed country Parties shall regularly prepare, communicate and implement their commitments on provision of developed country Parties' ready-for-transfer technologies and know-how as well as providing financial resources for collaborative research and development of environmentally sound technologies and enhancing the access of developing countries to such technologies, that match developing country Parties' technology needs, in order to progressively scale up support and cooperation for technology development and transfer, taking into account the limit to global average temperature increase referred to in Article 2, paragraph 2 of the Agreement.]

**Option 2:** No text

2. **Option 1:** The CMA shall, at its first session, consider and adopt a technology framework in accordance with the guidelines contained in decision 1/CP.21. Such a technology framework would be intended to provide direction and overarching guidance to the work of the existing institutions in the medium and long term and to strengthen them.
- Option 2:** The Technology Framework shall provide direction and overarching guidance in respect of technology assessments, identifying those with potential for high impact, and identifying options for enhancing access, and addressing barriers to their deployment. The framework shall further guide the work of the Technology [Mechanism] [institutions] [under this Agreement] in the medium to long term, and strengthen them.
- 2bis. **Option 1:** In accordance with Article 4, paragraph 5 of the Convention, developed country Parties shall provide financial resources to address barriers created by policies and intellectual property rights (IPRs) and facilitate access to and the deployment of technology, including, inter alia, by utilizing the Financial Mechanism and/or establishing a funding window under the GCF to meet the full costs of IPRs of environmentally sound technologies, know-how and such technologies will be provided to developing country Parties, free of cost, in order to enhance their actions to address the adverse effects of climate change.
- Option 2:** No text
3. **Option 1:** The [Technology Mechanism] [institutional arrangements for technology established under the Convention] shall [be strengthened and] serve this Agreement [by facilitating enhanced action on technology development and transfer].
- Option 2:** The Technology Mechanism shall serve this Agreement and be strengthened by facilitating enhanced action which include inter alia; anchoring dedicated nodal research, development and demonstration facility on technology development and transfer.
4. **Option 1:** Developing country Parties are eligible for support in the implementation of this Article.
- Option 2:** [In accordance with Article 4, paragraphs 3[ and 5][, 5 and 9] of the Convention,] developed country Parties and other Parties included in Annex II to the Convention shall provide support, including financial support, for strengthening cooperative action the implementation of the technology framework through the Technology Mechanism. The availability of the financial support shall include through the Financial Mechanism.
- Option 3:** No text
5. **Option 1:** Developed country Parties and other Parties included in Annex II to the Convention shall provide support for the research, development and application of environmentally sound technologies and facilitate the transfer of and access to such technologies for developing country Parties, including by, inter alia, strengthening cooperative action, providing financial resources to address barriers caused by the absence of domestic research and development capability and innovations, and enhancing access to environmentally sound technologies and know-how.
- Option 2:** No text

### Article 8 (CAPACITY-BUILDING)

1. **Option 1:** Capacity-building under this Agreement should facilitate the enhancement of ability and capacity in all areas on climate change for developing country Parties, particularly vulnerable developing countries like Least Developed Country Parties, Small Island States and Africa, in accordance with principles and provisions of the Convention to identify, design and implement adaptation and mitigation actions; facilitate technology development and the absorption of technology; facilitate access to finance; facilitate relevant aspects of education, training and public awareness; and facilitate the transparent, timely and accurate communication of information.
- Option 2:** The objective of capacity building under this Agreement is to enhance the capacities of Parties, in particular vulnerable developing countries, including Least Developed Country Parties and Small Island States, to effectively implement this Agreement.
- Option 3:** Capacity-building under this Agreement should facilitate the enhancement of ability and capacity in all areas on climate change for developing country Parties, particularly vulnerable developing countries like Least Developed Country Parties, Small Island States and Africa, and other Parties in need of support, including countries with economies in transition, in accordance with principles and provisions of

the Convention to identify, design and implement adaptation and mitigation actions; facilitate technology development and the absorption of technology; facilitate access to finance; facilitate relevant aspects of education, training and public awareness; and facilitate the transparent, timely and accurate communication of information.

**Option 4:** The objective of capacity building under this Agreement is to enhance the capacities of Parties, in particular Parties in need, to effectively implement this Agreement.

2. **Option 1:** Capacity-building should be based on and respond to national needs and foster country ownership of Parties, in particular for developing country Parties, including at the national, subnational and local levels. Capacity-building should be guided by lessons learned and should be an effective, iterative process that is participatory, country-driven, cross-cutting and gender-responsive.

**Option 2:** Capacity-building should be country-driven, based on and responsive to national needs and foster country ownership by developing country Parties, including at the national, subnational and local levels. Capacity-building should be guided by lessons learned, including under the Convention, and should be an effective, iterative process that is participatory, cross-cutting and gender-responsive.

3. **Option 1:** Developed country Parties shall scale up support to enhance the capacity of developing country Parties to implement this Agreement, mainly through the financial mechanism of the Convention.

**Option 2:** All Parties should cooperate to enhance the capacity of developing country Parties in need of support to implement this Agreement.

- 3.bis. **Option 1:** Developed country Parties shall regularly prepare, communicate and implement plans, policies, actions and measures on capacity-building support to developing country Parties, in order to progressively scale up such support and cooperation to enhance the capacity of developing country Parties to implement this Agreement, including through regional, bilateral and multilateral approaches.

**Option 2:** All Parties should regularly prepare and communicate actions or measures on capacity-building, in order to enhance the capacity of developing country Parties in need of support to implement this Agreement, including through regional, bilateral and multilateral approaches. Developing country Parties shall regularly communicate progress made on implementing any capacity-building plans, policies actions or measures, including the impact and estimated results of support received for capacity-building.

**Option 3:** No text (issue to be dealt with in the Article on transparency)

4. **Option 1:** The provision of capacity-building, including under this Agreement, shall be enhanced through, inter alia, effective institutional arrangements. Existing institutional arrangements shall therefore be enhanced, as appropriate, to improve the provision of capacity-building. In order to further enhance and coordinate capacity-building consistent with this Agreement, an international capacity-building mechanism is hereby established to serve the Agreement.

**Option 2:** Institutional arrangements related to capacity-building serving this Agreement should enhance the effectiveness of capacity building efforts.

### Article 8 bis

**Option 1:** Parties shall cooperate and take appropriate measures to develop, adopt and implement policies, strategies, regulations and/or action plans on climate change education, training, public awareness, public participation and public access to information so as to enhance actions under this Agreement.

**Option 2:** Parties [shall] [should] cooperate and take appropriate measures to enhance climate change education, training, public awareness, public participation and public access to information so as to enhance actions under this Agreement.

### Article 9 *(TRANSPARENCY)*

1. **Option 1:** A robust transparency framework covering both action and support, differentiated between developed and developing countries, building on the arrangements under the Convention, related COP decisions and mechanisms established by Cancun agreements (decision 1/CP.16), applicable to all Parties, providing flexibility to developing countries Parties is hereby established.

**Option 2:** A unified and robust transparency system, covering both action and support, with built in flexibility to take into account Parties' differing capacities, and applicable to all Parties is hereby established.

**Option 3:** A robust, tiered transparency framework covering both action and support, applicable to all Parties, based on self-differentiation with no backsliding, national capabilities and INDCs, that builds on and enhances existing arrangements under the convention and Decision 1/CP. 16, is hereby established.

**Option 4:** Building on existing Convention arrangements, a transparency framework for action and support, that takes into account Parties different capacity and applicable to all Parties, is hereby established.

*{A suggestion made that it is possible to merge 9.2 and 9.3 under one chapeau}*

2. The purpose of the system for transparency of action is to: **Option**

**1:**

- (a) Provide a clear understanding of the emissions and removals of individual Parties;
- (b) Facilitate understanding of global aggregate net emissions [in the light of the global temperature goal][in the light of *{refer to the objective of the stocktake under Article 10}*][under Article 10];
- (c) Ensure clarity and tracking of progress made in implementing and achieving individual Parties' respective [contributions] [commitments] [other] under Article 3;
- (d) [Share information, lessons learned and good practice on adaptation, including on][Provide a clear understanding of] progress made in implementing individual Parties' actions<sup>11</sup> under Article 4[, and other regional and global actions on adaptation in the light of the global temperature goal];
- [(e) Promote comparability among developed country Parties.] {The proponents of this language feel that it could be moved to another more appropriate part of Article 9.}*

**Option 2:**

Provide a clear understanding of climate change actions in the light of the objective as set by Article 2 of the Convention and consistent with the principles and commitments of Articles 3 and 4 of the Convention.

3. The purpose of the system for transparency of support is to:

- (a) Provide a clear understanding of the support provided and received [as relevant] by individual Parties [as well as needs of developing country Parties] [and assist Parties in identifying gaps in support provided and received], without placing an undue burden on SIDS and LDCs;
- (b) Provide[, to the extent possible,] a full overview of aggregate support provided and [mobilized] [in the light of *{refer to the objective of the stocktake under Article 10}*][under Article 10];
- (c) Ensure [clarity and tracking][measurement, reporting and verification] of progress made by developed country Parties in providing support in accordance with Articles 6, 7 and 8;
- (d) Ensure clarity and tracking of support needed and received by developing country Parties in accordance with Articles 6, 7 and 8;
- (e) Ensure that there shall be no double counting of financial resources provided [and ensure environmental integrity of this agreement]. *{While the first concept is relevant here, the second bracketed concept does not relate to this section on support, and could be moved elsewhere.}*

*{Further discussion is needed on: the relationship between the system and existing arrangements; the nature of flexibility,; and the potential role of 'nationally determined'.}*

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<sup>11</sup> The term "actions" will be readjusted to align with the term that Parties agree under Article 4.

4. **Option 1:** Each Party[, taking into account their common but differentiated responsibilities and their specific national and regional development priorities, objectives, and circumstances,] [shall][should][other] provide transparent, complete, consistent, comparable, and accurate information in accordance with guidelines [referred to in para 6] [developed by the CMA] on:

**Option 2:** Each Party [shall][should][other], [regularly] [biennially] provide transparent, complete, consistent, comparable, and accurate information in accordance with guidelines [referred to in para 6] [developed by the CMA] on:

- (a) Its national inventory of anthropogenic emissions by sources and removals by sinks of greenhouse gases, [using common metrics and] comparable methodologies as agreed on by the [CMA][COP];
- [(b) Projected estimated emissions and removals;]
- (c) Progress made in implementing and achieving [nationally determined] mitigation [contribution][commitment][other] *{precise language will be consistent with Article 3}*;
- (d) [Vulnerability to] climate change impacts and [adaptation][actions taken] to build resilience and reduce vulnerability [and progress on implementing any adaptation action under Article 4, paragraph 7] *{Precise language will be consistent with Article 4}*;
- (e) Support provided and received, as relevant *{Precise language will be consistent with Article 6, 7 and 8}*;
- (f) Specific information requirements under Article 6, 7 and 8, [efforts to improve domestic enabling environments; and on the use, impact and estimated results of support for [mitigation] actions] *{Precise language will be consistent with Article 6, 7 and 8}*.

*{Paragraphs 4 and 5 should be considered together as Parties have different views on the logic, implication and structure of these two paragraphs}*

5.

**Option 1:** The information provided by each Party shall be reviewed at least biennially by international technical expert review. The review process shall provide a thorough, objective and comprehensive technical assessment of the implementation by a Party of the requirements of the Agreement. The technical expert review shall be carried out by an expert review team, based upon guidance adopted by the CMA at its first session.

The expert review team shall produce a report on the results of the technical expert review, which shall be communicated to the CMA. The expert review team shall consult the Party concerned on the report prior to its communication to the CMA. The report shall analyse the extent to which the Party is on track to achieving its obligations under this agreement, as well as the extent to which the Party's reporting is in line with the guidelines.

The report shall identify any issues related to compliance.

**Option 2:** The information required under this Article shall be subject to a technical expert review in accordance with common guidelines and procedures adopted by the CMA. The review will consider the consistency with guidelines adopted by the CMA, the Party's implementation and achievement of its nationally determined mitigation [commitment / contribution], and identify any areas for improvement in reporting. For Parties with least capacity, the expert review may also identify capacity building needs. The technical expert review shall be carried out by an expert review team. The expert review team shall produce a report for publication by Secretariat and consideration by the CMA;

Each Party shall undergo a multilateral and facilitative examination of the implementation of its [nationally determined mitigation] [contribution / commitment / other].

**Option 3:** Built on the existing MRV arrangements under the Convention:

- (a) Developed country Parties shall report information related to their actions and provision of support to developing countries in accordance with the provisions of the Convention and relevant decisions of the COP mutatis mutandis under the Agreement, in their national communications, biennial reports and annual inventory reports. All of that information will be verified through a robust technical review process followed by a multilateral assessment process, and result in a conclusion with consequences for compliance;
- (b) Developing country Parties should report information on their actions and support received according to the Convention and relevant decisions of the COP, inter alia procedures set up under decisions 1/CP.16 and 2/CP.17 mutatis mutandis, and the level of support received from developed country Parties.

Developed country Parties and other developed Parties included in Annex II shall ensure transparency of support by:

- (a) Providing clear information in national communications and biennial reports;
- (b) Providing a clear road map with individual annual commitments for public funding, technology transfer and capacity-building support in the post-2020 period;
- (c) Drawing on the work according to the mandate of the Standing Committee on Finance under the COP to assist the COP in exercising its functions with respect to the MRV of support provided to developing country Parties;
- (d) Drawing on the work of the Subsidiary Body for Scientific and Technological Advice (SBSTA) on methodologies for the reporting of financial information.

**Option I:**

6. [The CMA shall at its first session, building on lessons learned [and elaborating on the provisions above], adopt [common] modalities, procedures and guidelines, [to elaborate on the provisions above] [as appropriate, for promoting environmental integrity] [for the reporting and review of the information as set out in paragraph 4]. It shall take into account, inter alia:

- (a) The need for flexibility in the light of capability;
- (b) The importance of facilitating improved reporting and transparency over time;
- (c) The need to avoid undue burden and duplication, taking into account the particular situation of small States Parties with limited administrative capacities;
- (d) The facilitative, non-intrusive nature of review;
- (e) The need to ensure no backsliding;
- (f) The need to ensure no double counting;
- (g) The need to ensure environmental integrity.]

**Option II:**

6. The CMA shall at its first session, building on lessons learned from reporting under the Convention and elaborating on the provisions above, adopt common modalities, procedures and guidelines, as appropriate, for transparency of action and support.

6bis. The transparency system shall be guided by the Principles and provisions of the Convention and be conducted in facilitative, non-intrusive, non-punitive, respectful of national sovereignty, provide flexibility and avoid undue burden to developing countries.

6bis.1 There shall be a transition period of [5][10] years for developing country Parties.

6ter. The rules and guidance related to accounting [that are set forth in decision 1/CP.21,] [including with respect to [land use], will apply along with any subsequent decisions by the CMA.

6quater. The secretariat shall maintain [in a public registry] Parties' nationally determined [contributions][commitments] other] [and use such information to assess the aggregate effect of the [contributions][commitments] and progress towards implementation of the Convention.]

6quinquies. [The CMA shall facilitate the enhancement of the clarity, transparency and understanding of the nationally determined [contributions] communicated by Parties.]

7. [The CMA shall cooperate with the Conference of the Parties to avoid overlap and duplication.]  
*{Proposed to move this to Article 12 (CMA)}*

8. [Developing country Parties shall [[receive][be eligible for] support to [assist in the implementation of][implement] this Article]][implement this Article consistent with their capacities and the level of support provided].

8bis. [Developed country Parties][shall][should][other]provide support to developing country Parties in the implementation of this Article.]

8ter. Developed country Parties, the operating entities of the financial mechanism and any other organizations in a position to do so shall allocate financial resources for the building of transparency-related capacity of developing country Parties in need, on a continuous basis.

9. [The CMA shall periodically review its decisions and update them, as appropriate [and at least once every 5 years].] *{Proposed to move this to the section on the transparency of action and support in the draft decision}*

10. The transparency arrangements under the Convention, including national communications, biennial reports and biennial update reports, international assessment and review (IAR) and international consultation and analysis (ICA) shall serve this Agreement.



**Article 10** *(GLOBAL STOCKTAKE)*

1. The CMA shall periodically take stock of the implementation of this Agreement [in accordance with Article 4.2(d), Article 7.2(e) and Article 10.2 (a) of the Convention,] to assess [overall] [aggregate][collective] progress towards achieving the [[ultimate] [objective of the] Convention] [the long-term goal established in this agreement] [and] the purpose of this Agreement in a comprehensive and facilitative manner, [including identifying means of further advancing such objectives within this agreement] [and to inform the process referred to in Article 3.6 and Article 4.6] [Article 6].<sup>12</sup>
2. The stocktaking shall consider [overall] [aggregate][collective] implementation in relation to mitigation, adaptation and the means of implementation, taking into account the different specificities of each issue [and] [Parties' differentiated responsibilities and commitments][different national circumstances] [and equity].
3. The stocktaking shall consider information from, inter alia, [the mechanisms of the Conventions and this agreement], [information on the implementation of individual and collective efforts under the Agreement], including [on assessments of aggregate level of ambition communicated through the proposed nationally determined contributions for the subsequent commitment period in relation to the level of ambition needed as recommended by the best available science]; the best available science, [including reports of the IPCC]; and information from other relevant international processes [other information decided by the CMA].
4. The CMA shall undertake its first global stocktake in [2023] [2024][after the review of the accelerating the pre-2020 implementation and the review of adequacy of post-2020 finance support by developed country Parties,] and [every five years thereafter] [at regular intervals to be decided by the CMA.]
5. [The extent to which developing country Parties can participate in the global stocktake will depend on the provision of finance resources.]

**Article 11** *(FACILITATING IMPLEMENTATION AND COMPLIANCE)*

**Option I:**

1. (Establishment) [A] [Implementation] [and] [Compliance] [mechanism][process][Committee] [, including a Committee [as a standing subsidiary body under the CMA]][compliance mechanism for developed countries and a facilitative mechanism for developing countries][applicable to all Parties] is hereby established.
2. (Objective and scope) The objective of the [mechanism][process][Committee] referred to in paragraph 1 of this Article is to:

**Option 1:**

[promote and] facilitate [and incentivize][effective] implementation of [and promote [and enforce] compliance with] [the [applicable] provisions of] [commitments under] [Articles [3] [, 4, 6, 7, 8] and [9] of] this Agreement [and to assess and address questions of implementation arising from each Party's performance in accordance with those provisions]

**Option 2:**

promote compliance by developed countries and to facilitate implementation by developing countries through provision of adequate financial resource and transfer of technology

**Option 3:**

address cases of non-compliance by developed country Parties, including through the development of an indicative list of consequences, taking into account the cause, type, degree and frequency of non-compliance and facilitate implementation by developing country Parties

3. (Nature)

**Option 1:**

[The [Committee][mechanism][process][, including the Committee,] shall be [expert based,] [facilitative] [in nature] [and shall act in a manner that is transparent], [non-punitive], [non-adversarial] and [non-judicial]. [It shall pay particular attention to the respective national capabilities and circumstances of Parties.]

**Option 2:**

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<sup>12</sup> Unless otherwise provided, the cross-references in this Article refer to the numbering as in ADP.2015.8.InformalNote.

For developing country Parties, the nature should be facilitative, non-punitive, non-adversarial and non-judicial

4. (Structure)

It [shall function through a plenary and] shall consist of [two separate [branches] [forums] [mechanisms]] [:]

**Option 1:**

[X] members serving in their individual capacity, nominated by Parties and elected by the CMA, with due consideration to equitable geographical representation based on the five regional groups of the United Nations, ensuring the representation of small island developing States. The members shall be elected at the first session of the CMA.

The Committee shall make every effort to adopt its decisions by consensus. If all efforts at consensus have been exhausted and no consensus is reached, the decisions shall, as a last resort be adopted by a [X] majority vote of the members present and voting, based on a quorum of two-thirds of the members.

**Option 2:**

- (a) An enforcement branch for developed country Parties and a facilitative branch for developing country Parties. The Compliance Mechanism may establish technical panels to assist them in their task.
- (b) The role of the enforcement branch is to review compliance with commitments made by developed country Parties and [the role of the facilitative branch is to facilitate the implementation by developing countries of enhanced action on mitigation, adaptation, and transparency of action in such a way that it shall be facilitative, non-punitive and non-adversarial] [those developing country Parties that have made economy wide quantified emission reduction commitments, with respect to their commitments on mitigation and support as established under this Agreement].
- (c) The enforcement branch may recommend actions that a developed country Party should take to ensure it fulfills its commitments under this Agreement.
- (d) The role of the facilitative branch is to review the implementation of the national determined mitigation commitment made by developing country Parties and to assist them in finding ways to incentivise their efforts to meet these commitments.

**Option 3:**

a compliance branch and an implementation forum [, each with equitable and balanced representation of Parties]. The members of the Committee shall have competence in a field relevant to this Agreement and reflect an appropriate balance of expertise.

**Option 4:**

A compliance mechanism to address cases of non-compliance of the commitments of developed country Parties on mitigation, adaptation, provision of finance, technology development and transfer and capacity-building and transparency of action and support.

A facilitative mechanism to facilitate implementation by developing country Parties for enhanced action on mitigation, adaptation and transparency of action.

5. (Triggers)

**Option 1:**

The Committee may consider issues on the basis of:

- (a) Written submissions from any Party [or group of Parties] with respect to [itself][its own or other Parties' compliance with or implementation of the provisions of the Agreement];
- (b) Reports [by Parties in accordance with Article X of this Agreement][ and questions of implementation arising from the transparency and accountability system under Article [9]][reports from Technical Expert (Review) teams]; or
- (c) Information derived from Annex [X] with regard to a situation where a Party fails to communicate and inscribe its NDMC[; and
- (d) Requests from the CMA].

**Option 2:**

No text on triggers

6. (Consequences)

**Option 1:**

Where it has determined that a Party is not in compliance, [the Compliance Branch] shall apply the following consequences, taking into account the cause, type, degree and frequency of the non-compliance of that Party and pay attention to the respective national capabilities and circumstances of Parties as appropriate:

- (a) Declaration of non-compliance; and
- (b) Request of the development of a compliance action plan. **Option 2:**

The measures to be adopted by the CMA shall range from offering advice and assistance to the issuance of a statement of concern][to [be applied or actions to be taken to] [facilitate implementation][and [address cases of non-compliance][promote compliance]].

**Option 3:**

No text on consequences

- 7. (Relationship to the CMA) [The Compliance Mechanism shall report annually to the CMA and shall operate under modalities and procedures agreed by the CMA at its first session] [The [process][mechanism][Committee] [, including the Committee] shall be under the authority of and report annually to the CMA]. [It shall elaborate its rules of procedure which shall be subject to approval by the second session of the CMA.]

**Option II:**

An International Tribunal of Climate Justice as is hereby established to address cases of non-compliance of the commitments of developed country Parties on mitigation, adaptation, provision of finance, technology development and transfer and, capacity-building, and transparency of action and support, including through the development of an indicative list of consequences, taking into account the cause, type, degree and frequency of non-compliance.

**Option III:**

No reference to facilitating implementation and compliance (no Article 11)

**Article 12 (CMA)**

- 1. The Conference of the Parties, the supreme body of the Convention, shall serve as the meeting of the Parties to this Agreement.
- 2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the Conference of the Parties serving as the meeting of the Parties to this Agreement. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.
- 3. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, any member of the Bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from among Parties to this Agreement.
- 4. The CMA shall keep under regular review the implementation of this Agreement and shall make within its mandate the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Agreement and shall:
  - (a) Establish such subsidiary bodies as deemed necessary for the implementation of this Agreement;
  - (b) **Option 1:** Adopt its own rules of procedure at its first session;  
**Option 2:** The rules of procedure of the Conference of the Parties shall be applied mutatis mutandis under this Agreement, except as may be otherwise decided by consensus by the CMA;
  - (c) **Option 1:** Exercise such other functions as may be required for the implementation of this Agreement.  
**Option 2:** Exercise the following functions:
    - i. [Periodical examination of obligation of Parties to the agreement;]
    - ii. [Promote and facilitate exchange of information;]
    - iii. [Facilitate the coordination of measures adopted by them to address climate change and its effects, taking into account the differing circumstances, responsibilities and capabilities of the Parties and their respective commitments].
- 5. The financial procedures applied under the Convention shall be applied mutatis mutandis under this Agreement, except as may be otherwise decided by consensus by the CMA.

6. The first session of the CMA shall be convened by the secretariat in conjunction with the first session of the Conference of the Parties that is scheduled after the date of entry into force of this Agreement. Subsequent ordinary sessions of the CMA shall be held in conjunction with ordinary sessions of the COP, unless otherwise decided by the CMA.
7. Extraordinary sessions of the CMA shall be held at such other times as may be deemed necessary by the CMA or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the secretariat, it is supported by at least one third of the Parties.
8. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State member thereof or observers thereto not party to the Convention, may be represented at sessions of the CMA as observers. Any body or agency, whether national or international, governmental or non-governmental, which is qualified in matters covered by this Agreement and which has informed the secretariat of its wish to be represented at a session of the CMA as an observer, may be so admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure referred to in paragraph 4(b) of this Article.

#### **Article 13** *(SECRETARIAT)*

1. The secretariat established by Article 8 of the Convention shall serve as the secretariat of this Agreement.
2. Article 8, paragraph 2, of the Convention on the functions of the secretariat, and Article 8, paragraph 3, of the Convention on arrangements made for the functioning of the secretariat shall apply mutatis mutandis to this Agreement. The secretariat shall, in addition, exercise the functions assigned to it under this Agreement and by the CMA.

#### **Article 14** *(SBSTA AND SBI)*

1. The Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation (SBI) established by Articles 9 and 10 of the Convention shall serve, respectively, as the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement. The provisions of the Convention relating to the functioning of these two bodies shall apply mutatis mutandis to this Agreement. Sessions of the meetings of the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement shall be held in conjunction with the meetings of, respectively, the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of the Convention.
2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the subsidiary bodies. When the subsidiary bodies serve as the subsidiary bodies of this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.
3. When the subsidiary bodies established by Articles 9 and 10 of the Convention exercise their functions with regard to matters concerning this Agreement, any member of the bureaux of those subsidiary bodies representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from among the Parties to this Agreement.

#### **Article 15** *(BODIES AND INSTITUTIONAL ARRANGEMENTS TO SER VE AGREEMENT)*

1. Subsidiary bodies or other institutional arrangements [and mechanisms] established by or under the Convention, in addition to those subsidiary bodies and institutional arrangements explicitly referred to in this Agreement, [shall] [may] serve this Agreement [unless otherwise decided by the CMA] [[upon a decision of the CMA]. [Such decision shall specify the functions to be exercised by such bodies or arrangements]].
2. The CMA may provide further guidance to those subsidiary bodies and institutional arrangements [including the functions to be exercised by such bodies and institutional arrangements] [including for members of such bodies and institutional arrangements nominated by Parties to the Convention that are not Parties to this Agreement] [to the extent that these bodies and institutional arrangements serve this Agreement].

**Article 16** *(SIGNATURE AND INSTRUMENTS OF RATIFICATION, ACCEPTANCE, APPROVAL OR ACCESSION)*

1. This Agreement shall be open for signature and subject to ratification, acceptance or approval by States and regional economic integration organizations that are Parties to the Convention. It shall be open for signature at the United Nations Headquarters in New York, the United States of America, from 22 April 2016 to 21 April 2017. Thereafter, the Agreement shall be open for accession from the day following the date on which it is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary;
2. Any regional economic integration organization that becomes a Party to this Agreement without any of its member States being a Party shall be bound by all the obligations under this Agreement. In the case of regional economic integration organizations with one or more member States that are Parties to this Agreement, the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under this Agreement. In such cases, the organization and the member States shall not be entitled to exercise rights under this Agreement concurrently.
3. In their instruments of ratification, acceptance, approval or accession, regional economic integration organizations shall declare the extent of their competence with respect to the matters governed by this Agreement. These organizations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

**Article 17** *(FURTHER REQUIREMENTS AND DECISION-MAKING RIGHTS)*

**Option I:**

1. [A Party to the Convention shall [submit] [communicate] to the secretariat when it deposits its instrument of ratification, acceptance, approval or accession a nationally determined [mitigation] [contribution] [commitment] [in accordance with Article 2bis of this Agreement] in order to become Party to the Agreement. [The nationally determined [mitigation] [contribution] [commitment] shall be legally binding on that Party upon entry into force of this Agreement for that Party.]
2. [A Party shall have a current [mitigation] [contribution] [commitment] [in accordance with Article 2bis of this Agreement] in order for it to participate in decision making under this Agreement.]

**Option II:**

[No further requirement needed]

**Article 18** *(ENTRY INTO FORCE)*

1. This Agreement shall enter into force on the thirtieth day after the date on which at least [X] number of Parties to the Convention [and] [or] on which Parties to the Convention accounting for [x] percent of total [net] global greenhouse gas emissions in [[date][1990][2000][2010][2012]] have deposited their instruments of ratification, acceptance, approval or accession [whichever occurs first, coming into effect not earlier than 1 January 2020][.]., with such Parties to the Convention accounting for X per cent of total [net] global greenhouse gas emissions [in [date] [1990][2000][2010][2012]] [but not earlier than 1 January 2020].] *[placeholder for starting and ending date of the Agreement]*
2. [For the purposes of paragraph 1 of this Article, "total global [net] greenhouse gas emissions" [of such Parties] means the [total global [net anthropogenic] greenhouse gas emissions [and removals] as estimated by the Intergovernmental Panel on Climate Change in its Fifth Assessment Report][most up-to-date amount communicated on or before the date of adoption of this Agreement by the Parties to the Convention either in their national communications submitted in accordance with Article 12 of the Convention or in their biennial reports or biennial update reports submitted in accordance with decision 1/CP.16 of the Conference of the Parties].]
3. For each State or regional economic integration organization that ratifies, accepts or approves this Agreement or accedes thereto after its entry into force in accordance with paragraph 1 of this Article, this Agreement shall enter into force on the thirtieth day after the date of deposit by such State or regional economic integration organization of its instrument of ratification, acceptance, approval or accession.
4. For the purposes of paragraph 1 of this Article, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by its member States.

**Article 19** (AMENDMENTS)

1. The provisions of Article 15 of the Convention on the adoption of amendments to the Convention shall apply mutatis mutandis to this Agreement.
2. [Notwithstanding Article 19, paragraph 1, above a Party may propose an adjustment [[to] [enhance] the efforts expressed by its [mitigation commitment] inscribed in] Annex [A or B] [or] [X] to this Agreement. A proposal for such an adjustment shall be communicated to the Parties by the secretariat at least three months before the CMA at which it is proposed for adoption.]
3. [An adjustment proposed by a Party [to enhance] the efforts expressed by its [mitigation commitment] inscribed in Annex [A or B] [or] [X] to this Agreement shall be considered adopted by the CMA unless more than three fourths of the Parties present and voting object to its adoption. The adopted adjustment shall be communicated by the secretariat to the Depositary, who shall circulate it to all Parties, and shall enter into force on 1 January of the year following the communication by the Depositary. Such adjustments shall be binding upon Parties.]

**Article 20** (ANNEXES)

1. Annexes to this Agreement shall form an integral part thereof and, unless otherwise expressly provided for, a reference to this Agreement constitutes at the same time a reference to any annexes thereto. Such annexes shall be restricted to lists, forms and any other material of a descriptive nature that is of a scientific, technical, procedural or administrative character.
2. The provisions of Article 16 of the Convention on the adoption and amendment of annexes to the Convention shall apply mutatis mutandis to this Agreement[, except in respect of the annex containing national determined mitigation commitments].

**Article 21** (SETTLEMENT OF DISPUTES)

The provisions of Article 14 of the Convention on settlement of disputes shall apply mutatis mutandis to this Agreement.

**Article 22** (VOTING)

1. Each Party shall have one vote, except as provided in paragraph 2 of this Article.
2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote with a number of votes equal to the number of their member States that are Parties to this Agreement. Such an organization shall not exercise its right to vote if any of its member States exercises its right, and vice versa.
3. [Without prejudice to the provisions of paragraph 3 of Article 15 of the Convention, the Parties shall make every effort to reach agreement on all matters by consensus. If such efforts to reach consensus have been exhausted and no agreement has been reached, a decision shall, as a last resort, be adopted by a three-fourths majority vote of the Parties present and voting.]
4. [For the purpose of this Article, 'Parties present and voting' means Parties present and casting an affirmative or negative vote.]

**Article 23** (DEPOSITARY)

The Secretary-General of the United Nations shall be the Depositary of this Agreement.

**Article 24** (RESERVATIONS)

No reservations may be made to this Agreement. *[Placeholder for further text on reservation]*

**Article 25** *(WITHDRAWAL)*

1. At any time after three years from the date on which this Agreement has entered into force for a Party, that Party may withdraw from this Agreement by giving written notification to the Depositary.
2. Any such withdrawal shall take effect upon expiry of [one year from the date of receipt by the Depositary of the notification of withdrawal][the then current mitigation commitment of that Party, the Party having discharged itself from all duties connected to this commitment], or on such later date as may be specified in the notification of withdrawal.
3. Any Party that withdraws from the Convention shall be considered as also having withdrawn from this Agreement.

**Article 26** *(LANGUAGES)*

The original of this Agreement, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

[Placeholder for annexes] ]

## B. DRAFT DECISION<sup>13</sup>

*[ The Conference of the Parties,*

Pp1 *Recalling* decision 1/CP.17 on the establishment of the Ad Hoc Working Group on the Durban Platform for Enhanced Action,

Pp2 *Also recalling* decisions 2/CP.18, 1/CP.19, and 1/CP.20,

Pp3 *Welcoming* the outcome of the "Transforming our world: the 2030 Agenda for Sustainable Development," in particular its goal 13, and the outcome of the Addis Ababa Action Agenda of the Third International Conference on Financing for Development,

Pp4 *Recognizing* 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 their participation in an effective and appropriate international response, with a view to accelerating the reduction of global greenhouse gas emissions and *recognizing* that deep cuts in global emissions will be required to achieve the ultimate objective of the Convention and emphasizing the need for urgency to address climate change,

*Emphasizing* the importance of respecting and taking into account human rights, gender equality, the rights of indigenous peoples, intergenerational concerns, and the needs of particularly vulnerable groups, including women, children and persons with disabilities, when taking action to address climate change, as well as of aligning actions with the goal of promoting food security, restoration of degraded lands, national health policies, participation in environmental decision-making by civil society and individuals, and a just transition of the workforce and creation of decent work and quality jobs in accordance with nationally defined development priorities and strategies;

### I. ADOPTION OF THE [PARIS AGREEMENT] [PARIS IMPLEMENTING AGREEMENT UNDER THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE]

1. *Decides* to adopt the [Paris Implementing] Agreement under the United Nations Framework Convention on Climate Change (UNFCCC), hereinafter referred to as the Agreement, contained in the annex;
2. *Requests* the Secretary-General of the United Nations to be the Depositary of the Agreement and to have it open for signature in New York, the United States of America, from [22 April 2016] to [21 April 2017];
3. *Invites* the Secretary-General to convene a high-level signature ceremony for the Agreement in early 2016;
4. *Also invites* all Parties to the Convention to sign the Agreement at the ceremony to be convened by the Secretary-General, or at their earliest opportunity, and to deposit their respective instruments of ratification, acceptance or approval, or instruments of accession, where appropriate, as soon as possible;
5. *[Recognizes* that Parties to the Convention [may provisionally] apply [all of the provisions of] the Agreement pending its entry into force, and *requests* Parties to provide notification of any such provisional application to the Depositary;]

#### Option 1 (paras 6-9bis):

6. *Notes* that the work of the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP) in accordance with decision 1/CP.17, paragraph 4, has been completed and decides that it is therefore terminated;
7. *Decides* to establish an Intergovernmental Preparatory Committee (IPC) to prepare for the entry into force of the Agreement and the convening of the first session of the Conference of the Parties serving as the meeting of the Parties to this Agreement (CMA);
8. *Decides* to oversee the implementation of the work programme resulting from the relevant requests contained in section[s] III [and IV] of this decision [in a balanced manner, inter alia, on mitigation adaptation, finance, technology development and transfer, capacity-building, and transparency of action and support, to facilitate the entry into force of the Agreement and to complete its work by 2020] [and authorizes the IPC to guide the work of the Subsidiary Body for Scientific and Technological Advice (SBSTA), the Subsidiary Body for

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<sup>13</sup> The Parties noted that they did not have a complete reading of the decision text and that therefore the discussion of the text in question will be without prejudice to Parties' positions.



- Implementation (SBI) and other Convention bodies in relation to the work programme, where appropriate, in accordance with their respective mandates];
9. *Requests* the IPC to report regularly to the COP on the progress of its work;
- 9bis. *Decides* that the IPC shall hold its first session of 2016 in conjunction with the first session of the SBSTA and SBI in 2016 to organize its work on the implementation of the work programme referred to in paragraph 7-9 above and to prepare draft decisions to be recommended by the COP to the CMA for consideration and adoption at its first session;

**Option 2** (paras 6-9bis):

6. *Notes* that the work of the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP) in accordance with decision 1/CP.17, paragraph 4, has been completed and decides that the ADP shall continue under the mandate contained in paragraphs 7-9 below;
7. *Requests* the ADP to prepare for the entry into force of the Agreement and the convening of the first session of the Conference of the Parties serving as the meeting of the Parties to the Agreement (CMA) and to conduct this work;
8. *Decides* to oversee the implementation of the work programme resulting from the relevant requests contained in section[s] III [and IV] of this decision [in a balanced manner, inter alia, on mitigation adaptation, finance, technology development and transfer, capacity-building, and transparency of action and support, to facilitate the entry into force of the Agreement and to complete its work by 2020] [and authorizes the ADP to guide the work of the Subsidiary Body for Scientific and Technological Advice (SBSTA), the Subsidiary Body for Implementation (SBI) and other Convention bodies in relation to the work programme, where appropriate, in accordance with their respective mandates];
9. *Requests* the ADP to report regularly to the COP on the progress of its work;
- 9bis. *Decides* that the ADP shall hold its first session of 2016 in conjunction with the first session of the SBSTA and SBI in 2016 to organize its work on the implementation of the work programme referred to in paragraph 7-9 above and to prepare draft decisions to be recommended by the COP to the CMA for consideration and adoption at its first session;

**Option 3** (paras 6-9bis):

6. *Notes* that, in accordance with decision 1/CP.17, paragraph 4, the work of the Ad Hoc Working Group on the Durban Platform for Enhanced Action has been completed and decides that it is therefore terminated;
7. *Requests* the Subsidiary Body for Scientific and Technological Advice (SBSTA) and the Subsidiary Body for Implementation (SBI) to prepare for the entry into force of the Agreement and the convening of the first session of the Conference of the Parties serving as the meeting of the Parties to the Agreement (CMA);
8. *Decides* to oversee the implementation of the work programme resulting from the relevant requests contained in section[s] III [and IV] of this decision [in a balanced manner, inter alia, on mitigation adaptation, finance, technology development and transfer, and capacity-building, and transparency of action and support, to facilitate the entry into force and complete its work by 2020];
9. *Requests* the SBSTA and the SBI to report regularly to the COP on the progress of their work;
- 9bis. *Also requests* that the SBSTA and the SBI at their first session in 2016 organize their work on the implementation of the work programme referred to in paragraph 7-9 above and in order to prepare draft decisions to be recommended by the COP to the CMA for consideration and adoption at its first session;

**II. INTENDED NATIONALLY DETERMINED CONTRIBUTIONS**

10. *Welcomes* the intended nationally determined contributions (INDCs) that have been communicated by Parties in accordance with decision 1/CP.19, paragraph 2(b);
11. *Reiterates* its invitation to all Parties that have not yet done so to communicate to the secretariat their INDCs towards achieving the objective of the Convention as set out in its Article 2 [as soon as possible and well in advance of the twenty-second session of the Conference of the Parties][by 1 October 2016] and in a manner that facilitates the clarity, transparency and understanding of the INDCs;
- [11bis *Calls* on each developed country Party to communicate to the secretariat its INDC on the provision of finance, technology and capacity-building support including in particular the financial targets and road map for the

- period 2021-2030, as soon as possible and well in advance of COP 22 (by the first quarter of 2016 by those developed country Parties ready to do so) in a manner that facilitates the clarity, transparency and understanding of the INDCs on the provision of support;]
12. *Requests* the secretariat to continue to publish the INDCs communicated by Parties on the UNFCCC website[, in particular those on finance, technology and capacity-building support communicated by developed country Parties referred to in paragraph 11bis above];
  13. *Reiterates* its call to developed country Parties [and Parties with economies in transition in a position to do so], the operating entities of the Financial Mechanism and any other organizations in a position to do so to provide support for the preparation and communication of the INDCs of Parties that may need such support;
  14. **Option 1** : [*Requests* the SBI to clarify in a facilitative, non-intrusive and consultative manner the information provided by Parties when communicating their INDCs, which shall report on progress made to the [ADP][COP] [at its X session][in 2017];]  
**Option 2**: No text.
  15. [*Takes note of*] [*Welcomes*] the synthesis report on the aggregate effect of INDCs contained in document FCCC/CP/2015/7 [and notes with concern the gap between the aggregate effect of Parties' INDCs and the aggregate effect of emissions consistent with having a likely chance of holding the increase in global average temperature to below 2 °C or 1.5 °C above pre-industrial levels, as well as their adequacy in fulfilling the purpose of the Agreement and the relative fair efforts made by Parties in implementing their commitments];
  16. *Requests* the secretariat to update the synthesis report referred to in paragraph 15 above so as to cover the INDCs communicated by Parties by [1 October 2016] (in particular those on finance, technology and capacity-building support communicated by developed country Parties referred to in paragraph 11bis above) and to make it available by [1 November 2016], [and to provide information on the fairness and ambition of the INDCs and NDCs communicated by Parties];

**Option 1** (*paras 17—17quinquies*):

17. [*Invites*] [*Strongly urges*] all Parties to consider enhancing the ambition of their mitigation efforts [and adaptation efforts] before they submit their nationally determined [mitigation] [contribution][commitment][other] [in accordance with the provisions of Article [17] of the Agreement on the preconditions for joining the Agreement] [, and requests Parties to ensure that there is no backsliding from the level of mitigation effort in a Party's intended nationally determined contributions when submitting their nationally determined mitigation commitment];
- 17bis. *Notes* that a developing country Party may adjust its INDC when severely affected by an extreme natural event or force majeure, or when adequate finance, technology development and transfer, or capacity-building support is not available;
- 17ter. *Decides* that the level of effort represented by each Party's nationally determined commitment shall be at least equal to that communicated through its intended nationally determined commitment;
- 17quater. *Invites* developed country Parties to take the lead by enhancing the ambition of their commitments on mitigation and the provision of finance, technology development and transfer, and capacity-building support in their INDCs;
- 17quinquies. *Notes* that the enhancement of the INDCs of developing country Parties is premised upon the adequacy of the finance, technology transfer and capacity-building support provided by developed country Parties;

**Option 2** (*paras 17—17quinquies*): No text;

18. **Option 1**: [*Decides*][*Invites* the President of the COP] to convene a facilitative dialogue among Parties to take stock of the collective efforts of Parties in [2018][2019] in relation to progress towards the long-term goal referred to in Article 3, paragraph 1 of the Agreement, and in order to inform the preparation of intended nationally determined commitments pursuant to Article 3, paragraph 6, of the Agreement;]<sup>14</sup>  
**Option 2**: No such facilitative dialogue prior to 2020;  
**Option 3**: [*Placeholder* on provision for updating commitments before entry into force of the Paris Agreement];

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<sup>14</sup> This paragraph is similar to paragraph 76 in section IV (workstream 2). Parties may wish to consider whether these paragraphs overlap, and if so whether to reconcile them.

18bis. *Requests* the IPCC to provide a special report [in 2018] [in 2019] on the impacts of global warming of 1.5 °C above pre-industrial levels and the global greenhouse gas emission pathways required to achieve the long-term temperature goal;

### III. DECISIONS TO GIVE EFFECT TO THE AGREEMENT

#### GENERAL

19. *Welcomes* the efforts of all actors to address climate change, including those of civil society, the private sector, financial institutions, cities and other subnational authorities, local communities and indigenous peoples;
20. *Invites* the actors referred to in paragraph 19 above to scale up their efforts and support further actions by Parties to reduce [and/or avoid] emissions and/or to build resilience and decrease vulnerability to the adverse effects of climate change;
21. *Also invites* the actors referred to in paragraph 19 above to demonstrate their continued efforts to address climate change via the Non-State Actor Zone for Climate Action (NAZCA);<sup>15</sup>

#### MITIGATION

22. *Option 1:* [Decides that Parties shall [submit][communicate] their first nationally determined mitigation [contributions][commitments][other] in accordance with Article 3 of the Agreement;]  
*Option 2:*[Develop modalities to implement the distribution of a global carbon budget based on climate justice, considering historical responsibilities, ecological footprint, capabilities, and state of development, and population.]
- [22bis. Parties shall, when pursuing all mitigation actions, ensure they are consistent with all relevant obligations, ensure integrity and resilience of natural ecosystems, and respect customary and sustainable land use systems.]
23. *Also decides* that the information to be provided by Parties when communicating their first [and each successive or resubmitted] nationally determined mitigation [contributions][commitments][other] [shall][may] include, inter alia[, the information listed in decision 1/CP.20, paragraph 14];
  - (a) Quantifiable information on the reference point (including, as appropriate for the type of nationally determined mitigation commitment/contribution, a base year);
  - (b) Time frames and/or periods for implementation;
  - (c) Pools, gasses, and key categories of emissions by sources and removals by sinks included in the NDMC
  - (d) Assumptions, metrics, methodological approaches, and key data sources, including those for projected baselines, if any, and estimating and accounting for anthropogenic greenhouse gas emissions and removals;
  - (e) If they intend to cooperate internationally on mitigation outcomes, a description of the intended use and how they intend to avoid double-counting;
  - (f) How the Party considers that its intended nationally determined contribution is fair and ambitious, in light of its national circumstances, and;
  - (g) How it contributes towards achieving the objective of the Convention as set out in its Article 2]
  - (h) [The base year of base line of the commitment;
    - (b) Its deviation from base year or base line expressed as a percentage change;
    - (c) The coverage of the commitment including the anthropogenic GHG emissions and removals by sinks and the GHG not controlled by the Montreal Protocol that are included.
    - (d) An estimate of the anthropogenic emissions by sources and removals by sinks of GHG not controlled by the Montreal Protocol for the base year of base line;
    - (e) An identification of where its intends to employ land of activity base accounting for anthropogenic land use, land use change and forestry categories of activities

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<sup>15</sup> Available at: <<http://climateaction.unfccc.int>>.

included in its commitment and the reference value for use in accounting for this categories or activities

(f) The intended use of internationally transferred mitigation outcomes and projected impacts on nationally determined mitigation commitments.

(g) Parties shall also include and explanation of wider commitment is considered to be a fair and ambitious

contribution to the below 2°C objective.]

24. **Option 1:** *Acknowledges* that Parties may adjust the submission of their first nationally determined mitigation [contribution][commitment][other] to make them consistent with the rules and guidance for accounting for anthropogenic greenhouse gas emissions and removals pursuant to Article 3, paragraph 5, of the Agreement[, consistent with Article 3, paragraph 3 of the Agreement][, subject to the requirement that Parties will ensure that there is no backsliding in the level of mitigation effort];

**Option 2** - [No text for adjustment, land use and accounting]

25. *Requests* the [SBI] to develop modalities and procedures for the operation and use of the registry referred to in Article 3, paragraph 7, of the Agreement, for consideration by the IPC at its [X] session, with a view to the IPC making a recommendation thereon to the CMA at its first session;

26. *Requests* the secretariat to make available an interim registry in the first half of 2016 for the recording of nationally determined mitigation [contributions][commitment][other] submitted in accordance with Article 3 of the Agreement pending the adoption by the CMA of the modalities and procedures referred to in paragraph 25 above;

27. *Recommends* that the CMA [consider][decide upon], at its first session, in regard to Article 3, paragraph 4 of the Agreement, [whether] any additional information [shall][to] be included by Parties when communicating their nationally determined mitigation [contribution][commitment][other][and what information shall be included by Parties when communicating their adaptation [contribution][commitment][other];

28. *Requests* the IPC to [consider the information presented by Parties with the communication of their first NDCs and how to increase the clarity, transparency and understanding of these, in order to] make a recommendation to the CMA regarding paragraph 27 above;

[28bis *Requests* the IPC to facilitate the enhancement of the clarity, transparency and understanding of the successive or [revisited/recommunicated] intended nationally determined mitigation contributions communicated by Parties well before their finalization by providing Parties the opportunity to consider them through:

(a) A facilitative dialogue that promotes clarity, transparency and understanding, and

(b) An updated synthesis report on the aggregate effect of nationally determined mitigation contributions before their finalization.]

[28ter *Decides* that each Party shall communicate a successive or [revisited/recommunicated] intended nationally determined contribution well before [the CMA in 2021];]

29. *Decides*, in relation to Parties, including regional economic integration organizations, implementing their nationally determined [contributions][commitments][other] jointly under Article 3, paragraph 8, of the Agreement that:

(a) Parties, including regional economic integration organizations, that have reached an agreement to implement their nationally determined mitigation [contributions][commitments][other] jointly shall notify the secretariat of the terms of such an agreement on the date of deposit of their instruments of ratification, acceptance or approval of this Agreement, or accession thereto;

(b) The secretariat shall inform the Parties to this Agreement [and Parties to the Convention] of the terms of the agreement to implement jointly referred to in paragraph 29(a) above;

(c) Any alteration to the composition of the Parties, including regional economic integration organizations, implementing jointly shall not affect any then current nationally determined mitigation [contribution(s)][commitment(s)][other] and shall become applicable for the purposes of this Agreement for the next nationally determined mitigation [contribution][commitment][other] submitted by that organization, by Parties implementing jointly with Parties that have become members of that organization, or by Parties implementing jointly;

[29bis. Also decides that the IPC, for consideration and adoption by the CMA at its first session, shall develop principles and guidelines for all actions in the land sector that:

- (a) Ensure integrity and resilience of natural ecosystems;
- (b) Respect customary and sustainable land use systems and security of indigenous peoples' and local communities' land tenure;
- (c) Are undertaken in an equitable, transparent and participatory manner;
- (d) Ensure food security; and
- (e) Are consistent with all relevant international obligations.]

30. **[Option 1:** [Recognizing the importance of environmental integrity, transparency, accuracy, completeness, comparability, consistency, and of avoiding double counting] *Also decides* [that the rules and guidance for accounting [of action and support] referred to in Article 3, paragraph 5[, and Article 9, paragraphs 4] of the Agreement, for consideration and adoption by the CMA at its first session, should ensure that]:

- (a) [Each Party shall] [Parties] ensure methodological consistency [between the communication of nationally determined mitigation [contributions][commitments][other] and their implementation][throughout each implementation term and when tracking progress towards the achievement of its nationally determined mitigation [commitment][contribution]];
- (b) [Each Party shall] [Parties] include an explanation for the exclusion from their nationally determined mitigation [contribution][commitment][other] of any key categories of emissions and removals, and strive to include these over time;
- (c) Parties, once a source, sink or activity is accounted for in a nationally determined mitigation [contribution][commitment][other], continue to include it or provide an explanation of why it has been excluded [and an assessment that such exclusion has on its fulfilment of the nationally determined mitigation [contribution][commitment][other]];
- (c bis) [Each Party shall:
  - (i) to the extent that they use baselines, maintain them unchanged during implementation, except for technical corrections, and
  - (ii) to the extent that they use projected baselines, reflect emissions and removals that would be expected without additional action].
- (d) Parties use common metrics and methodologies adopted by the Intergovernmental Panel on Climate Change (IPCC) for the estimation of greenhouse gas emissions and removals;
- (d bis) [Each Party shall account for both anthropogenic emissions and removals, and may exclude non anthropogenic and legacy effects]. [move a)-d) to agreement]
- (e) [Internationally transferred mitigation outcomes used by any Party to meet its nationally determined mitigation [contribution][commitment][other] [will avoid double counting and] are supplemental to domestic action;](AILAC propose to delete para here, insert at Article 3.5 of agreement)]
- (f) [The use of internationally transferred mitigation outcomes is on the basis of an equivalent adjustment by both the transferring Party and the acquiring Party].
- (g) [The use of realistic and meaningful reference values, based on historical and actual data or projections consistent with long term trends in historical emissions, building where appropriate on approaches established under the Convention and its instruments. In case of any changes to reference values, Parties shall provide an explanation of the change].

[Option 2: No provision on international transfer of mitigation outcomes.][no text]

30bis. *Recognizes* existing methodologies and approaches with regard to accounting established under the Convention for REDD+ be suitable for assessing fulfilment of nationally determined mitigation [contribution][commitment][other], in accordance with Article 3, paragraph 5, of the Agreement; (the insertion of 30bis will require the deletion of 32)]

31. *Option 1:* [Requests the SBSTA to develop [additional] methodologies and approaches[, where needed and appropriate,] with regard to accounting in accordance with Article 3, paragraph 5, of the Agreement [and paragraph 30 above], for consideration by the [IPC][CMA] at its [[X]][second] session;]

Option 2: [no text]

31bis. [Requests the SBSTA to elaborate accounting guidance for Parties which engage in international transfers of mitigation outcomes to avoid double counting of effort, and guidance that would enable such Parties to demonstrate that mitigation outcomes are real, permanent, additional and verified, for consideration by the IPC at its [X] session and adoption by the CMA at its first session].

31ter. [Requests the SBSTA to develop methodologies and approaches with regard to accounting in accordance with Article 3, paragraph 5, of the Agreement and paragraph 30 above, for consideration by the IPC at its [X] session in 2016; such guidance shall not apply retrospectively to Parties' NDMCs].

32. *[Also requests the IPC to elaborate the methodologies and approaches [, where needed and appropriate,] for accounting referred to in paragraph 31 above, taking into account the methodologies and approaches developed by the SBSTA, with a view to the [IPC][CMA] making recommendations thereon to the CMA at its first session;](deletion of para 32)*

**Option 2:** [no text]

32bis. Requests the SBSTA

- a) Pursuant to decision 1/CP. 17, to review the guidelines for International Assessment and Review (IAR) in 2016, together with guidelines for biennial reports, and in 2017, to review the guidelines for International Consultation and Analysis (ICA), together with the guidelines for biennial update reports, and to report on progress and recommend any revisions to the guidelines for adoption by the COP at its 23rd session (2017);
- b) Informed by the process in sub-para a) above and any further guidance by the COP, develop a common framework for transparency of action and support, building on and further improving existing processes, including those for mitigation commitments, adaptation components of INDCs and undertakings on adaptation; and provision of support provided and received, as well as means of assessment against the long-term goal for mitigation, global goal for adaptation and the aggregate scale of finance, with a view to recommending a decision to the COP at its 25th session (2019).

32ter. Requests the SBSTA pursuant to decision.1/CP.18 and building on the work on methodologies for finance, to develop accounting for the provision of support over time, enhancing the common tabular format for biennial reports and the methodology for reporting by developed countries on support provided and enhancing reporting by developing countries [,including those Parties whose special circumstances are recognized by the COP decisions] on support received, taking into account the imperative to avoid double and multiple counting, as well as means of assessment against the aggregate goal for finance by developed countries, with a view to recommending a decision to the COP at its 25<sup>th</sup> session (2019);

33. **[Option 1:** *[Provision on response measures.]]* [Parties decide to establish a cooperative mechanism by COP xx to address the specific needs and concerns of developing country Parties [,including those Parties whose special circumstances are recognized by the COP decisions] arising from the impacts of the implementation of response measures, by building on the work of the forum to develop a specific work program to be undertaken by the mechanism that shall be implemented with the view of recommending specific tools, actions and programs to address the impacts and the implementation gaps to avoid and minimize adverse effects on developing country Parties [,including those Parties whose special circumstances are recognized by the COP decisions]. [Unilateral measures shall not constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on international trade]. [Parties strengthen existing arrangements by establishing a cooperative mechanism (platform) under the Convention to manage the transition to low greenhouse gas pathways, which would identify and then measure the impacts and which would use existing tools as much as possible and further develop tools to address identified gaps and ensure their operationalization. The governing body shall develop and adopt modalities for a permanent forum under the Subsidiary Body for Scientific and Technological Advice (SBSTA)].

**[Option 2:** no provision on response measures.]

34. **[Option 1:**

*[Recommends that the CMA at its first session consider establishing a] [A multi window] mechanism [is hereby established] to support [low emissions development pathways][sustainable development] to be available to assist Parties in fulfilling their nationally determined mitigation [contributions][commitments] [other]. This mechanism would be under the authority and guidance of the CMA and be supervised by a body designated by the CMA, and would aim to:*

- (a) E[Meet and]enhance mitigation ambition and the mobilization of financing for climate action;

- (b) Incentivize and enable participation in cost-effective mitigation action by public and private entities acting under the responsibility of a Party;

[(c) Fully respect mitigation contributions of participating Parties to ensure that global mitigation effort is not undermined];

*Requests* the SBSTA to elaborate modalities and procedures for the mechanism [for sustainable development] referred to in paragraph 34 above and report to the [IPC] [CMA] at its [X] session [with a view to the IPC making recommendations,] for consideration and adoption [by the CMA] at its first session, that inter alia:

- (a) Provide, where desired by the participating Parties, for the creation and issuance of real, permanent, additional and verified mitigation outcomes that [fully respect nationally determined commitments of the host Party and that] may be used to meet nationally determined [contributions] [commitments][other] in a manner that is supplementary to domestic action, is consistent with the rules and guidance for accounting, [and provides for a share of proceeds for adaptation];
- (b) Deliver, where desired by participating Parties, a net [decrease] [contribution to mitigation over and above the current NDCs of the Parties participating] [or avoidance of emissions] [ as well as a net increase in removals corresponding to a net C stock increase];
- (c) [Build][Acknowledge] [on] [experience from] the [lessons learned from implementation of the] [flexible] mechanism[s] [defined in [Article 12] of the Kyoto Protocol and related decisions of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol] ][and work undertaken in the context of the review of these mechanisms] [already established under the Convention];(delete, move to Agreement as modified)

[(d) Use appropriate baselines that may be based on programmatic or sectoral approaches.]

**[Option 2:** Recommends that the CMA at its first session consider establishing a mechanism to support holistic and integrated approaches to sustainable development in harmony with nature to be available to assist developing country Parties in fulfilling their nationally determined [contributions][commitments] [other] including in a balanced manner mitigation, adaptation, provision of finance, technology transfer and capacity. This mechanism would be under the authority and guidance of the CMA and be supervised by a body designated by the CMA, and would aim to:

- (a) Enhance mitigation and adaptation ambition and the provision of public financing, technology transfer and capacity building in an integrated manner for climate action;
- (b) Enhance non market-based approaches and enable participation in joint mitigation and adaptation action by public and private entities acting under the responsibility of a Party;
- (c) Support the implementation of the joint mitigation and adaptation approach for the integral and sustainable management of forests as an alternative policy approach to results - based payments.

*Requests* the SBSTA to elaborate modalities and procedures for the mechanism for sustainable development referred to in paragraph 34 above and report to the IPC at its [X] session with a view to the IPC making recommendations, for consideration and adoption by the CMA at its first session, that inter alia:

- (a) Provide, where desired by the participating Parties, for achievement of real, permanent, additional and verified mitigation and adaptation outcomes to meet conditional nationally determined [contributions] [commitments][other] consistent with the rules and of the COP.]

**[Option 3:** No text on this mechanism;]

#### ADAPTATION

35. *[Decides* that the activities referred to in Article 4, paragraph 6, of the Agreement should:

- (a) Not be prescriptive or result in the duplication of efforts;
- (b) Facilitate country-owned and country-driven action;
- (c) Involve and facilitate the participation of relevant stakeholders, in particular women[, local communities] and indigenous peoples, in planning, decision-making, and monitoring and evaluation, and give priority to the poorest and most vulnerable communities and people;
- (d) Be participatory and inclusive, building on existing community-driven and traditional adaptation efforts[, in all interested developing countries, in particular in the least developed countries, small island developing States and countries in Africa][, recognizing the urgent and immediate needs and special circumstances of developing country Parties, especially those that are particularly vulnerable];

- (e) Promote climate resilience and sustainable development trajectories;
  - (f) Option 1: [Not be a prerequisite for financial, technological or capacity-building support for adaptation actions];  
Option 2: [should facilitate access to financial, technological, and capacity-building support for adaptation action, without being a prerequisite]].
36. [Requests the [SBSTA][AC][LEG] to develop modalities and procedures to assist developing countries to assess their adaptation needs without placing an undue burden on them, [taking into account the urgent needs of those developing countries that are particularly vulnerable,] through existing mechanisms under the Convention.]
37. [Requests the [SBI][AC][SCF][LEG] to develop methodologies for taking the steps necessary to ensure that the level of support meets the needs for adaptation in developing countries in the context of the limit to global average temperature increase referred to in Article 3 of this agreement, and make recommendations for adoption by the Conference of the Parties at its [X] session.]
38. [Requests the [AC][SBSTA][SCF][LEG] to develop methodologies and approaches to recognize the adaptation efforts of developing countries to respond to climate change.]
39. [Requests the operating entities of the financial mechanism of the convention and developed country Parties country parties to provide financial support for undertaking the adaptation needs assessments referred to in paragraph 36 above.]
40. [Requests the Adaptation Committee to:
- (a) Review the work of the adaptation-related institutional arrangements under the Convention in 2017, to ensure and enhance the coherence of their work, and prepare recommendation for consideration at COP 23, and to identify improvements in the articulation of these arrangements in order to respond effectively to the needs of Parties, for consideration of the COP and the IPC by their 23<sup>rd</sup> and second sessions, respectively;
  - (b) Establish and maintain stronger linkages with the GCF, [taking into account the balanced 50:50 approach of the allocation of financing between mitigation and adaptation,] the AF, and other funds;
  - (c) Evaluate information on finance, technology, and capacity-building support for adaptation;
  - (d) Provide recommendations on existing methodologies for adaptation;
  - (e) Take such other actions as may be appropriate to enhance and support via finance, technology transfer, and capacity-building for adaptation efforts;
  - (f) Identify, as outlined in Article 4, paragraph [X] of the agreement, the implications of the aggregate mitigation effort for projected regional impacts on the basis of the best available science, with the aim of assisting developing countries particularly vulnerable to adverse effects of climate change, including LDCs, SIDs, and Africa with:
    - (i) National adaptation planning;
    - (ii) Identification of gaps in capacities and knowledge in the light of projected impacts;
    - (iii) Development of strategies to address projected impact.]
41. [Decides that the Adaptation Committee shall report annually to the CMA on priority areas of concern for regions.]
42. **Option 1:** Requests the [SBSTA][SBI][AC [and the LEG]] to develop modalities and procedures for the operation of the [registry] [other modality] referred to in Article 4, paragraph 9 of the Agreement with a view to making recommendations to the [IPC][CMP][CMA] at its [second][first] session.  
**Option 2:** no text (linked to option [X] in the agreement).
43. [Requests the GCF to establish programs for expedited support for the LDCs for the formulation of NAPs as defined in decision 1/CP.16 and 5/CP.17, and the subsequent implementation of policies, projects and programs identified by them.]
44. **Option 1:** [Requests the secretariat to make available an interim registry in the first half of 2016 for the recording of [adaptation communications][communications on adaptation], in accordance with Article 4 of the Agreement, [such as plans, priorities, needs, actions and/or contributions] pending the adoption by the CMA of the modalities and procedures referred to in paragraph 36 above;]  
**Option 2:** no text (linked to option [X] in the agreement)



45. [Requests the [AC][LEG][SBSTA][SBI] to [record][compile] priorities and needs communicated by Parties as established in Article 4, paragraph 7 of the Agreement with a view to the IPC making a recommendation to the CMA/CMP at its first session.]
46. *[Establishes a technical and knowledge platform under [the AC and building upon] the Nairobi work programme on impacts, vulnerability and adaptation to climate change in order to[, inter alia][facilitate]:*
- (a) Disseminate and enhance the use of climate change scenarios and of methods and tools for assessing impacts and vulnerability, as well as information on the [outcomes and effectiveness of adaptation][adaptation benefits, practices and outcomes; in line with Article 4.1 (g) and 5 of the Convention];
  - (b) Develop and strengthen [global,] regional, national and local capacities, as well as social capacities, to address adaptation concerns [and to use adaptation metrics];
  - (c) Promote, coordinate and strengthen adaptation knowledge platforms, centres and networks at all levels in order to fill adaptation knowledge gaps;
  - (d) [Scale up adaptation benefits, practices and outcomes;]
  - (e) Incorporate the sustainable management of ecosystems into adaptation planning and actions;
  - (f) Enhance the understanding of the [global][international][and regional] implications of adaptation actions, of interlinkages among local, national, [regional] and [global][international] adaptation actions[, and of progress made in reducing vulnerability at all levels and in achieving the [global goal for adaptation] [Article 2, paragraph 2 and Article 4, paragraph 1 of the Agreement];
  - (g)[Enhance regional cooperation to foster adaptation actions.]
47. *[Requests the Adaptation Committee to operationalize the technical and knowledge platform referred to in paragraph 38 above [and where possible, build on existing work and processes to strengthen coherence];]*
48. *[Requests the SBI and SBSTA to review, by 2016, the institutional arrangements for adaptation under the Convention, encompassing the Cancun Adaptation Framework, the Adaptation Committee, the Nairobi work programme, and the LEG, to enhance the coherence and effectiveness of their work in light of Article 4 of the agreement.]*
49. *Invites all relevant United Nations institutions and international, regional and national financial institutions to provide information to Parties through the UNFCCC secretariat on how their [development assistance][climate finance] programmes and finance incorporate climate-proofing and climate resilience measures;*
50. *[Requests Parties to strengthen regional cooperation on adaptation where appropriate and, where necessary, establish regional centres and networks, in particular in developing countries, with support from developed country Parties as previously agreed to in 1/CP.16 paragraph 13.]*
51. *Requests the [IPC][COP][AC][LEG] to prepare a recommendation [including modalities to streamline and simplify existing adaptation reporting instruments and mechanisms] to the [CMA] [CMP] regarding Article 4, paragraph 7, of the Agreement;*
52. *[Also requests the IPC to prepare a recommendation to the CMA regarding Article 4, paragraph 10, of the Agreement.] ]*

#### LOSS AND DAMAGE

##### [Option 1

- 53 *Recalls decisions 2/CP.19 and 2/CP.20 on the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts;*
54. *Invites all Parties to reduce the risk of and address loss and damage associated with the adverse effects of climate change;*
55. *Encourages all Parties to strengthen early warning systems and comprehensive risk management planning for both extreme and slow onset events associated with the adverse effects of climate change;*
56. *Decides that the Warsaw International Mechanism under the Convention, will, following the review in 2016, continue to serve as the mechanism for loss and damage;*
57. *Requests the Executive Committee of the Warsaw International Mechanism, which guides the implementation of the functions of the Warsaw International Mechanism, to develop guidance for a comprehensive approach to climate risk management;*

58. *Requests* the Executive Committee to establish, as part of its work plan, a clearinghouse for risk transfer that serves as a repository for information on insurance and risk transfer in order to facilitate Parties' efforts to develop and implement comprehensive risk management strategies;
59. *Further requests* the Executive Committee to complement, draw upon the work of and involve, as appropriate, existing bodies and expert groups under the Convention, as well as that of relevant organizations and expert bodies outside the Convention, to enhance understanding, coordination and cooperation with regard to displacement, migration and planned relocation in the context of climate change, where appropriate, at the national, regional and international level;]

**[Option 2**

53. *Encourages* Parties to develop early warning systems and risk management plans for both extreme events and slow onset events and communicate them to the secretariat as part of their national communications, in accordance with the modalities and procedures to be developed and adopted by the Conference of Parties;
54. *Agrees* that, as part of its work, the Warsaw International Mechanism on Loss and Damage shall develop guidelines for a comprehensive approach to climate risk management;
55. *Establishes* a financial technical panel under the Warsaw International Mechanism on Loss and Damage which shall explore approaches for:
- (a) Establishing regional and sub-regional pools to support regional and sub-regional risk transfer schemes;
  - (b) Providing support for microfinance initiatives;
  - (c) Exploring finance for slow onset events;
56. *Decides* to develop interim modalities and procedures for the operation of a climate change displacement coordination facility and which shall:
- (a) Assist in developing arrangements for emergency relief;
  - (b) Assist in providing organized migration and planned relocation;
57. *Establishes* under the Warsaw International Mechanism on Loss and Damage a clearing house for risk transfer that shall:
- (a) Provide a repository for information on insurance and risk transfer;
  - (b) Assist Parties in developing risk management strategies and finding best insurance schemes;
  - (c) Facilitate financial support for rehabilitation.]

*FINANCE*

44. *[[Decides* that the operating entities of the Financial Mechanism (the Green Climate Fund and the Global Environment Facility), the Least Developed Country Fund[,] [and] the Special Climate Change Fund [and the Adaptation Fund] shall serve the Agreement.][Reaffirms that the Green Climate Fund (GCF) and the Global Environmental Facility (GEF) shall serve the Agreement as the operating entities of the Financial Mechanism. The Least Developed Country Fund and the Special Climate Change Fund administered by the GEF will continue to serve the agreement.] [The CMA has the authority to modify this list.]] *{Substantive overlap with Article 6 paragraph 20 in the agreement section}*
45. [The CMA shall provide guidance on the policies, programme priorities, and eligibility criteria for the Financial Mechanism related to this Agreement. The CMA should consider the special circumstances of LDCs, SIDS, and African States when providing this guidance. [A developing country Party in need of support is eligible to receive support from the operating entities of the Financial Mechanism if it has communicated an NDMC under Article 3 and has submitted timely reports under Article 9.]] *{Substantive overlap with Article 6 paragraph 20 in the agreement section}*
46. *[Placeholder referring to Article 6 paragraph 21 of Agreement text]*
47. *[Decides* to establish a process for the consideration of new and alternative sources of finance beyond existing bilateral and multilateral sources, in accordance with the terms of reference to be developed by the COP at its twenty-second session, with a view to the COP taking a decision on this matter at its twenty-third session;]
48. *[Requests* the IPC to prepare a recommendation to the CMA regarding the creation of a process, which should include biennial in-session workshops, to consider progress in relation to the efforts referred to in Article 6, paragraph 5, of the Agreement;]

- 48 bis. *[Decides to create a process, which will include annual in-session workshops, to consider progress in relation to the efforts of Developed Country Parties and other Parties included in Annex II of the Convention related to ensuring the balance of the provision of financial resources for adaptation relative to mitigation and in line with developing countries strategies, priorities and needs and to the efforts to improve adequacy and predictability of resources and avoid double counting;]*
- [Further decides that the process referred to in the paragraph above will assess current procedures for simplifying support for developing countries that are particularly vulnerable to the adverse impacts of climate change, including the LDCs, SIDS and Africa;]*
- [Requests the secretariat to organize and prepare a summary of the annual in-session workshops referred to in paragraph 48 bis above for consideration by the CMA;]*
49. *[Also requests the COP presidency to appoint co-chairs of the process referred to in paragraph 48 above, and requests the co-chairs, with the support of the secretariat, to organize and prepare a summary of the biennial in-session workshops referred to in paragraph 48 above for consideration by the CMA;]*
50. *[No provision on market mechanism]*
51. *[Placeholder for language on thematic funding, including technology development and transfer, capacity-building, REDD+, JMA, financing for forests, Article 6 of the Convention]*
52. *[Decides to consider ways to enhance the effectiveness of climate finance;]*
53. *[[Specification of ex-ante communication referred to in paragraph 10 of the Agreement text]*
- a) Information to increase clarity on the expected levels of climate finance mobilized from different sources;
  - b) Information on their policies, programmes and priorities;
  - c) Information on actions and plans to mobilize additional finance
  - d) Information on actions to enhance enabling environments in order to mobilize and attract climate finance from a variety of sources;
  - e) Information on investment plans to implement nationally determined contributions, including financing needs to implement an enhanced level of ambition;]

54. *[Urges developed country Parties to increase the mobilization of financial resources for climate actions of developing countries to USD 70 billion in 2016, USD 85 billion in 2018, and leading to achieving the existing commitment of USD 100 billion in 2020;] {Placement proposal: to be discussed under COP agenda item on long-term climate finance}*

55. *[Developed country Parties commit to mobilize at least USD XX billion in finance for adaptation by 2018, whilst striving to achieve greater balance in finance for mitigation and adaptation, on a grant basis as well as to develop new and additional sources of finance for adaptation, including the Adaptation Fund.] {Placement proposal: to be discussed under COP agenda item on long-term climate finance}*

56. *[Decides that the significant share of new multilateral funding for climate change actions should flow through the Financial Mechanism of the Convention and the Funds established under the Convention and its Protocol;] {Placement proposal: to be discussed under COP agenda item on long-term climate finance}*

57. *[Decides that adequate, predictable and sustainable financial resources for the implementation of REDD+ activities, including for results-based payments, shall be provided by Parties pursuing the coordination of support to, inter alia, public and private sources, including the Green Climate Fund in accordance with relevant decisions by the COP;]*

58. *[Decides to support developing country Parties, including through the provision of financial resources, to determine and report on their financing needs and country programming priorities for the post-2020 period;]*

59. *[Further decides to establish a process to review the reports of developing countries in light of efforts to scale up financial support to developing countries in accordance with Article 11.3 (d);]*

60. *[Ensure that the provision of financial resources, development and transfer of technology and capacity-building for enhanced climate actions, including for loss and damage, shall be measured, reported and verified through modalities established under the Convention by the relevant subsidiary bodies of the Convention. Such modalities shall ensure that there shall be no double counting of financial resources provided and ensuring the environmental integrity of this agreement.] {Note: substantive discussions with regard to transparency are taking place with regard to Article 9 of the Agreement}*

61. [Measurement, reporting and verification of financial resources, including for meeting costs of adaptation, transfer of technology and capacity-building shall be provided in accordance with Articles 4.3, 4.4 and 4.5, 4.8, and 4.9, in implementation of Article 4.7 of the Convention, as well as financing provided through the Warsaw Mechanism for Loss and Damage.] *{Note: substantive discussions with regard to transparency are taking place with regard to Article 9 of the Agreement}*

*TECHNOLOGY DEVELOPMENT AND TRANSFER*

48. *[Decides to strengthen the technology needs assessment (TNA) process taking into account existing efforts, including under the Poznan strategic programme on technology transfer, by enhancing:*
- (a) The implementation of the results of the TNA process through, inter alia, technology action plans and project proposals;
  - (a)bis. [The alignment of TNAs more closely with bankable finance projects and] improving TNAs to result in implementable projects;
  - (b) The synergy between the TNA process and other arrangements related to the implementation of mitigation and adaptation actions, as appropriate;
  - (c) The operationalization of decision 18/CP.20 in the TNA process towards achieving gender-responsive climate policy in all relevant activities under the Convention];\*

*\* This paragraph will be finalized in light of any relevant decision of COP 21 on strengthening the TNA process.*

49. *[Requests the Technology Executive Committee (TEC) to elaborate the means of strengthening the TNA process referred to in paragraph 48 above taking into account ongoing work relating to this matter, for consideration and adoption by the COP at its twenty-third session;]*

- 49bis. [The Technology Mechanism of the Convention including the TEC and Climate Technology Centre and Network (CTCN) shall be strengthened/augmented in order to effectively anchor technology development through dedicated nodal research, development and demonstration platform having appropriate human resources, infrastructure and facilities. To achieve this, an expert committee shall be constituted to assess the capacity and augmentation needs of TEC and CTCN along-with its other linkages, for example, financial mechanism, national focal points, with respect to effectively anchoring technology development and transfer to recommend and undertake appropriate measures.]

50. **Option 1:** *[Encourages]* [Parties][Developed country Parties][Parties included in annex X] [to][shall][should] take steps to [improve enabling environments] [and address barriers] for technology development and transfer by:

- (a) **Option (a):** Establishing and strengthening policy frameworks, institutions and capacity to build country ownership and innovation, integrating a gender perspective and involving and strengthening the potential of citizens and communities;

**Option (b) 1:** Arrangements shall be established to address IPRs, such as collaborative research and development, shareware, commitments related to humanitarian or preferential licensing, fully paid-up or joint licensing schemes, preferential rates and patent pools;

**Option (b) 2:** No text;

- (b) [Leveraging and attracting private sector investments and promoting access to [public sector technology][technology in the public domain];]

- (c) Strengthening the development and enhancement of endogenous capacities and technologies;

- (d) **Option (a):** In accordance with Article 4.5 of the Convention, developed country Parties shall provide financial resources to address barriers created by intellectual property rights (IPRs) and facilitate access to and the deployment of technology, including, inter alia, by utilizing the Financial Mechanism and/or establishing a funding window under the GCF to meet the full costs of IPRs of environmentally sound technologies and know-how, and such technologies will be provided to developing country Parties free of cost in order to enhance their actions to address climate change;

**Option (b):** No text;

**Option 2:** [Developed country Parties][Parties included in annex X] [shall][should][other] undertake steps to address barriers to accessing technology [and know-how] and to:

- (a) Establish and strengthen their necessary policy frameworks in order to facilitate the removal of barriers and enable and accelerate technology development and transfer to [developing country Parties][Parties not included in annex X];
- (b) [Leverage enhanced support from the private sector for technology development and transfer to [developing country Parties][Parties not included in annex X]] [Promote access to public sector technology and promote development and transfer to developing country Parties];
- (c) Provide financial and human resources and institutional and technical support for technology development and transfer to [, and for the development and enhancement of endogenous capacities and technologies of] [developing country Parties][Parties not included in annex X];

51. **Option 1:** *Requests* the [IPC] to develop recommendations regarding the technology framework referred to in Article 7, paragraph 2, of the Agreement, for consideration and adoption by the [CMA] at its first session, taking into account the need to avoid duplication and the opportunity to create synergies. The [IPC] should consider, inter alia, the relationship between this framework and the technology transfer framework established by decision 4/CP.7, as well as the functions of the former and its linkage to the Technology Mechanism;

**Option 2:** *Decides* that the SBI review the Technology Framework with a view to strengthening it, taking into consideration that the Framework shall inter alia *Requests* the [IPC][SBI/SBSTA][others] to elaborate on the technology framework established in article 7.2 of the Agreement taking into consideration that it shall, inter alia,]:

- (a) Facilitate the undertaking and updating of TNA in developing country Parties;
- (b) Facilitate various options for enabling developing countries' access to technologies;
- (c) Facilitate the [undertaking of technology assessments][conducting of regular assessments [on][of] technologies that are ready for transfer];
- (d) Make the list of ready-to-transfer technologies;
- (e) Set the target for supporting the development and transfer of each technology to developing countries;
- (f) [Mobilize resources to deliver the support] [[Facilitate] enhance financing and technical support for the implementation of the outcomes of technology needs of developing countries];
- (g) Address barriers and create appropriate enabling environments for technology development and transfer;

52. **Option 1:** *Decides* that the TEC and the CTCN [shall] [should] report to the [CMA] through the subsidiary bodies on their activities relating to the implementation of the Agreement;

**Option 2:** *Decides* that the [CMA][governing body] [may][shall][should] provide further guidance to [and strengthen] the [Technology Mechanism][institutional arrangements for technology[ development and transfer]] established under the Convention and serving this agreement, taking into account the specific needs of [developing countries][Parties not included in annex X] and countries with special circumstances in Africa, the LDCs and SIDS and promoting needs-based development, access, management and control, emphasizing the most marginalized; the guidance provided by the [CMA] [governing body] shall not conflict with the guidance provided by the COP;

52bis. *Decides* that [CMA] [the governing body] [an ad hoc review and monitoring mechanism shall be established and] shall conduct a periodic assessment of the effectiveness and adequacy [and implementation] of the [Technology Mechanism] [institutional arrangements] for technology development and transfer. [The [Technology Mechanism] [institutional arrangements] shall improve their performance, and be mandated new functions, as needed, in accordance with the result of the assessment;]

#### CAPACITY-BUILDING

##### Option 1

53. Requests the SBI to act on the outcome of the 3rd review of the Capacity Building Framework, including ensuring appropriate institutional arrangements related to the implementation of art. [8] of the [Paris Agreement], and submit a proposal for consideration by the COP at its twenty-second session;

##### Option 2:

53. *Decides* to launch a [two-year] work programme to enhance the implementation of the framework for capacity-building in developing countries established by decision 2/CP.7;

[53.bis: *Decides* that the work programme should:

- (a) Facilitate the effective implementation of capacity-building actions of developing country at the national and regional levels, in particular addressing their INDCs;
  - (b) Promote coherence between existing institutions established under the Convention which deliver capacity building activities;
  - (c) Assess the effectiveness of the delivery of capacity-building support by ensuring the following;
    - (i) Compilation of information from relevant sources, including from the comprehensive reviews and the outcomes of the Durban Forum on Capacity-building;
    - (ii) Analysis of information pertaining to capacity-building to identify, inter alia, gaps and needs and other relevant trends, communicated by Parties;
    - (iii) Development and dissemination of tools and methodologies for the enhanced delivery of capacity-building;
    - (iv) Development of tools for MRV of capacity-building;
  - (d) Close collaboration with other multilateral and international organizations involved in capacity-building;
  - (e) Reporting of MRV on support received for capacity-building against needs;
  - (f) Facilitation of efforts of developing country Parties to elaborate plans and strategies for achieving climate resilience and sustainable development trajectories in accordance with their national priorities and legislation;
  - [(g) Implement the capacity-building measures recommended by the decision on workstream II during the pre-2020 period;]]
54. *Also decides* that the work programme should address, inter alia:
- (a) Gaps and needs, current and emerging, in the delivery of capacity-building [in developing countries with the support from developed countries,] [respecting human rights and with a gender responsive approach,] in particular at the national level;
  - (b) Ways and means to enhance coordination and coherence in the provision of capacity-building [of developing countries regarding to their implementation of mitigation and adaptation,] including within existing institutional arrangements;
  - [(c) Ways to further enhance the monitoring of the effectiveness of capacity building support in developing countries through the development of indicators.]
55. *Requests* the SBI to [develop recommendations concerning] [report annually on the progress of] the work programme referred to in paragraphs 53 [, 53.bis] and 54 above [for consideration by the COP at its twenty-third session] [to the IPC and CMA];
56. **Option 1:** *Requests* the [IPC] [SBI] to prepare a recommendation to the CMA for the enhancement and intensification of the work of the institutional arrangements on capacity-building;
- Option 2:** *Requests* the [IPC] [SBI] to develop modalities and procedures for the capacity-building mechanism established in Article 8, paragraph 4, of the Agreement;
57. [Recalls the importance of] [Encourages Parties to ensure that] education, training and public awareness reflected in Article 6 of the Convention [and in Article 8.bis of the Agreement [are adequately considered in their capacity building efforts]];
- 57.bis The CMA shall adopt modalities and procedures for the delivery of training, public awareness, public participation and public access to information so as to enhance actions under this agreement, at its first session.

**Textual Option on an International Mechanism for Capacity Building under the Convention and the 2015 Agreement**

[International Mechanism for Capacity Building under the Convention and the 2015 Agreement

The International Mechanism for Capacity Building is the institutional arrangement for capacity building under the Convention, the Kyoto Protocol and the 2015 Agreement and constitutes the Durban Forum, the Portal and the proposed Capacity Building Coordination Committee (proposed decision xx/CP.21). The Mechanism is established under the Capacity Building Frameworks (decisions 2/CP.7 and 3/CP.7) to address capacity building needs and gaps in developing countries and countries with economies in transition as they implement the Convention, the Kyoto Protocol and the 2015 Agreement.

In fulfilling its role in a comprehensive, integrated and coherent manner, the International Capacity Building Mechanism shall:

1. Enhance knowledge and understanding of technical and management approaches to address capacity building needs and gaps in developing countries and countries with economies in transition by facilitating and promoting (a) action to address gaps in the understanding of and expertise in approaches to address capacity building associated with implementation of the Convention, its Kyoto Protocol and the 2015 Agreement; (b) the collection, sharing, management and utilization of relevant data and information; and (c) translation into implementable actions of the synthesis of best practices, challenges, experiences and lessons learned drawn and developed by the Secretariat from the Durban Forum and any data and information from the Capacity Building Portal;
2. Strengthen dialogue, coordination, coherence and synergies among relevant stakeholders;
3. Provide leadership and coordination and, as and where appropriate, oversight on the assessment and implementation of approaches to address capacity building needs and gaps in developing countries and countries in transition associated with the implementation of the Convention, its Kyoto Protocol and the 2015 Agreement;
4. Foster dialogue, coordination, coherence and synergies among all relevant stakeholders, institutions, bodies, processes and initiatives outside the Convention, with a view to promoting cooperation and collaboration across relevant work and activities at the sub-national, national, regional and international levels;
5. Enhance action and support, including adaptation, mitigation, finance and technology, to address capacity building under the Convention, the Kyoto Protocol and the 2015 Agreement;
6. Provide information and recommendations on addressing capacity building implementation needs and gaps in developing countries and countries with economies in transition for consideration by the Conference of the Parties when providing relevant guidance to the financial mechanisms and their entities under the Convention, its Kyoto Protocol and the 2015 Agreement;
7. Facilitate the mobilization and securing of expertise, and enhancement of support, including adaptation, mitigation, finance and technology, to strengthen existing approaches and, where necessary, facilitate the development and implementation of additional approaches to address capacity building under the Convention, its Kyoto Protocol and the 2015 Agreement;
8. Strengthen, consolidate and enhance the sharing of relevant information, knowledge, experience and good practices, at the local, national, regional and international levels, taking into account, as appropriate, traditional knowledge and practices and gender disaggregated data and information;
9. Complement, draw upon the work of and involve, as appropriate, existing bodies and expert groups under the Convention, the Kyoto Protocol and the 2015 Agreement as well as on that of relevant organizations and expert bodies outside the Convention, at the sub-national, national and international levels;
10. Promote synergy and strengthen engagement with sub-national, national, regional and international organizations, centres and networks, in order to enhance the implementation of capacity building actions on mitigation, adaptation, technology and finance in developing countries and countries with economies in transition;
11. Consider data and information communicated by countries and other partners on monitoring and review of capacity building at sub-national, national, regional and international levels in relation to mitigation, adaptation, technology transfer, and support provided and received, possible needs and gaps and other relevant information;
12. Assess and provide recommends on further actions the may be required to lift constraints and fill gaps on capacity building in at sub-national, national, regional and international levels, particularly in developing countries and countries with economies in transition.]

#### *TRANSPARENCY OF ACTION AND SUPPORT*

58. *[Requests the operating entities of the Financial Mechanism of the Convention to allocate financial resources for the building of transparency-related capacity of developing country Parties in need, on a continuous basis;:]* {move to the Agreement}
- 58bis. *Requests the Standing Committee on Finance, when preparing guidance for the operating entities of the Financial Mechanism of the COP to include a proposal on how the Financial Mechanism could provide financial resources for the building and / or strengthening the transparency-related capacity of developing countries in need, respecting country-driven priorities and responding to the relevant provisions of Article 9 and Decision x/CP.21. With the view to foster country ownership, transparency-related capacity building shall be designed to:*

- (a) Assist in establishing or strengthening existing national institutions for transparency-related activities, in accordance with national circumstances;
- (b) Provide relevant training and assistance in meeting the provisions stipulated in Article 9 of the agreement;
- (c) Assist the improvement of transparency over time.

58ter. *Decides* that a Capacity-Building Reporting Initiative should be established in order to enhance Parties' capacity to report in a transparent, accurate, complete, comparable, consistent and timely manner, pursuant to Article 9.

58quinquies. Encourages the Global Environment Facility to support the establishment and operation of this Initiative as a reporting priority need.

59. **Option 1:** *Also requests* the [IPC][SBSTA] to develop recommendations for modalities, procedures and guidelines in accordance with Article 9, [ paragraph 6, ], of the Agreement for adoption [at the first session of the CMA.] [by the COP by 2018];

Option 1bis. *Also requests* the IPC when developing modalities, procedures and guidelines in para 59, to consider inter alia the application of technical corrections in the review of greenhouse gas inventories provided in accordance with Article 9 paragraph 4.a;

**Option 2:** *Also requests* the SBSTA to develop recommendations for modalities, procedures and guidelines in accordance with Article 9, paragraph 6, of the Agreement for adoption at the first session of the CMA. It shall take into account, inter alia:

- (a) The ability for each Party to elect one or more aspects of the flexibility to be specified in the guidance to be adopted by the CMA on the basis of the Party's capacity, such as level of detail of reporting, frequency, and scope, provided that the Party revisits the flexibility regularly.
- (b) The importance of facilitating improved reporting and transparency over time;
- (c) The need to avoid undue burden and duplication;
- (d) The facilitative, non-intrusive nature of review.

**Option I:**

59bis. *Further requests* that the work programme in paragraph 59 will report to future sessions of the Conference of the Parties on the progress of its work, and will conclude its work no later than 2018;

59ter. *Decides* that Parties' first biennial communications shall be submitted in 2022.

59quater. *Decides* that the review of reporting shall commence three months following the submission of biennial communications.

59quinquies. *Decides* that the measurement, reporting and verification system established in 1/CP.16, and 2/CP.17 shall be superseded by the common system of transparency of action and support, immediately following submission of the final biennial reports and biennial update reports.

**Option II:**

59bis. *Decides* to hereby establish a work programme for transparency readiness under the Subsidiary Body for Implementation to assist developing country Parties in preparing for implementation of Article 9 of the Agreement, which would include the following:

- (a) Identifying capacity building needs, taking into account lessons learned from the existing arrangements under the Convention; and
- (b) Providing support, on an ongoing basis, to enable developing country Parties to effectively participate in the transparency system.

59ter. *Requests* the Subsidiary Body for Implementation to agree on activities to be undertaken under the above-mentioned work programme by its forty-fifth session.

59quater. *Also requests* the Subsidiary Body for Implementation to provide a report to each session of the Conference of the Parties with a view to seeking guidance for further actions.

**Option III:**

59bis. *Decides* to continue and further strengthen the mandate of multilateral assessment for provision of financial resources, technology development and transfer, and capacity-building to developing countries during the International Assessment and Review process for developed country Parties, to ensure that commitments and the provision of such support by developed country Parties and other developed Parties included in Annex II are implemented, verified through a robust verification system, and meet the needs expressed and identified by developing country Parties, recalling the mandate from paragraph 26, Decision 2/CP.17, on revising the modalities and procedures of International Assessment and Review no later than 2016.



59ter. *Further decides* that Developed country Parties and other developed Parties included in Annex II shall report on provision of financial resources, technology development and transfer, and capacity-building to developing countries, in line with the common methodologies adopted by the COP as mandated by paragraph 19, Decision 2/CP.17.

**Option IV:**

59. Also requests the IPC and SBSTA to develop recommendations for modalities, procedures, rules and guidelines for a common framework for transparency of action and support in accordance with Article 9, paragraph 2, 3, 4 and 6 of the Agreement, taking into account the need for flexibility in the light of capability, for consideration and adoption by the CMA at its first session, on:

(a) Transparency of action;

- (i) Parties ensure methodological consistency between the communication of nationally determined mitigation [contributions][commitments][other] and their implementation;
- (ii) Parties include an explanation of key categories of emissions and removals for the exclusion from their nationally determined mitigation [contribution][commitment][other], and strive to include these over time;
- (iii) Parties, once a source, sink or activity is accounted for in a nationally determined mitigation [contribution][commitment][other], continue to include it or provide an explanation of why it has been excluded;
- (iv) Parties use common metrics and methodologies adopted by the Intergovernmental Panel on Climate Change (IPCC) for the estimation of greenhouse gas emissions and removals;
- (v) [Internationally transferred mitigation outcomes used by any Party to meet its nationally determined mitigation [contribution][commitment][other] are supplemental to domestic action;]
- (vi) Parties report on progress in implementation of their National Adaptation Plans to the UNFCCC every two years, and collectively exchange information and share lesson learned in the implementation of adaptation, including in the SBSTA and by promoting, coordinating and strengthening adaptation knowledge platforms, centres and networks;
- (vii) Parties improve the methodologies for reporting information in their adaptation [contributions][commitments][actions] or undertakings, assessments of climate change impacts, their quantification and information on vulnerability, and the quantification of impacts, and actions taken to build resilience and reduce vulnerability and investments required, and contributing information to the global stock-take, as set out in Article 10 of this Agreement; *{still considering transparency in relation to adaptation and its support further}*

(b) Transparency of support;

- (i) Support provided, enhancing delivery of support for both adaptation and mitigation through, inter alia, the common tabular formats for reporting support, and taking into account the SBSTA item on methodologies for reporting on finance, domestic measurement and international verification; and enhancing reporting by developing countries on support received, including the use, impact and estimated results thereof;
- (ii) Enhanced domestic MRV systems for action and support;
- (iii) Developing an international system of accounting designed to avoid double or multiple counting of support across countries and donors;
- (iv) Information to enable tracking of progress against the aggregate goal for finance, set out in Article 6, paragraph x, and the global stock-take set out in Article 10, and the broader transformation of financial flows,
- (v) Drawing on the biennial assessments undertaken by the Standing Committee on Finance.

*GLOBAL STOCKTAKE*

60.

**Option 1:**

*Decides* that the stocktaking referred to in Article 10 of the Agreement shall be designed to:

- (a) Take into account [an updated synthesis report on the aggregate progress towards the below 2°C objective and the long-term goal specified in Article 3.1] [the information on the implementation of the individual and collective efforts under the Agreement];
- (a)bis. Consider the aggregate effect of the nationally determined contributions communicated by Parties for subsequent commitment periods;
- (a)ter. Consider the state of adaptation efforts in light of mitigation trajectories;
- (a)quater. Take into account the state of adaptation experiences, efforts and priorities:

- (a) quinquies. Consider the adequacy of the mobilization and provision of means of implementation;
  - (b) Be informed by the reports of the IPCC;
  - (c) Take into consideration [relevant input from the MRV process] [the lessons learned from the 2013-2015 review];
  - (c) bis. Take into consideration options for forward planning of Parties' NDCs;
  - (c) ter. Take into account the financial needs of developing countries to participate in the stocktake;
  - (c) quater. Take into account input from non-state actors, relevant international organizations and international cooperative initiatives;
  - (c) quinquies. Take into account information from the technical examination of opportunities to enhance practical action;
  - (d) Other;
- recognising that modalities may differ across elements.

**Option 2:**

No text

61.

**Option 1:**

*Requests* the SBSTA to provide advice on how the assessments of the Intergovernmental Panel on Climate Change can inform the stocktaking of the implementation of the Agreement pursuant to its Article 10, paragraph 1, and to report to the IPC on this matter at its [second][first] session;

**Option 2:**

No text

62.

**Option 1:**

*Also requests* the IPC to develop modalities for the stocktaking, referred to in Article 10, paragraph 2, of the Agreement, and make recommendations to the CMA for consideration and adoption at its first session. The IPC should be guided by paragraph 60 above and Article 10, paragraph 1, of the Agreement, take into account the advice of the SBSTA referred to in paragraph 61 above, and consider the following when developing the modalities:

- (a) The arrangements for the stocktaking including the institutional arrangements and the relationship with other Agreement and Convention processes and procedures;
- (b) The operational processes and procedures, including relevant time frames;
- (b) bis. The manner in which the stocktake process shall serve as an input to the High Level Sessions established under Articles 4.10 and 6.12 of the Agreement;
- (c) The form and nature of the outcomes of the stocktaking [taking into account the nature of the process as described in Article 10.1 of the Agreement];

**Option 2:**

*Also requests* the IPC to develop modalities for the stocktaking, referred to in Article 10, paragraph 2, of the Agreement, and make recommendations to the CMA for consideration and adoption at its first session.

*FACILITATING IMPLEMENTATION AND COMPLIANCE*

63. *Requests* the [IPC][ADP][COP][SBI] to develop the [additional] modalities and procedures for the [effective operation of the Committee][process][mechanism][International Climate Justice Tribunal] [, including the Committee,] referred to in Article 11 of the Agreement with a view to completing its work on this matter for consideration and adoption by the CMA at its first session;

*PROCEDURAL AND INSTITUTIONAL PROVISIONS*

**Option 1:**

64. *Requests* the IPC to develop the draft rules of procedure of the CMA, including procedures for decision-making and voting by Parties to the Agreement, in accordance with Article 12, paragraph 4, of the Agreement, with a view to the IPC making recommendations on this matter to the CMA at the first session of the CMA;

**Option 2:**

No text

**IV. [WORKSTREAM 2]**

*[This part of draft decision has been issued as a separate document.]*

**~~V. INTERIM INSTITUTIONAL ARRANGEMENTS~~**

90.-91. *{integrated into section i of the draft Decision}*

**VI. ADMINISTRATIVE AND BUDGETARY MATTERS**

92. *Takes note* of the requirement for additional resources for the implementation of the relevant actions referred to in this decision;
  93. *Emphasizes* the urgency of making additional resources available for the implementation of the relevant actions, including the actions referred to in this decision, and the implementation of the work programme referred to in paragraphs 7-9 above;
  94. *Urges* Parties to make voluntary contributions for the timely implementation of this decision, noting the estimated budget requirement for 2016 of USD [X];
  95. *Requests* the Executive Secretary to provide an estimate of the budgetary implications of the actions requested in this decision to be undertaken in 2017 for consideration by the SBI at its forty-fourth session, with a view to the SBI making a recommendation thereon to the COP at its twenty-second session.]
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