

The Paris Agreement:

- What are its implications?
- What does it mean for us?

ANALYTICAL PAPER



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LIST OF ABBREVIATION

ADP	-	Ad Hoc Working Group on Durban Platform for Enhanced Action
AF	-	Adaptation Fund
AR5	-	Fifth Assessment Report
AWG-KP	-	Ad Hoc Working Group on the further commitments for Annex I Parties under the Kyoto Protocol
AWG-LCA	-	Ad Hoc Working Group on Long-term Cooperation Action
COP	-	Conference of Parties
CMP	-	Conference of Parties serving as the Meeting of Parties to the Kyoto Protocol
CSOs	-	Civil Society Organisations
GHGs	-	Greenhouse Gases
INC	-	Intergovernmental Negotiating Committee
INDCs	-	Intended Nationally Determined Contributions
IPCC	-	Intergovernmental Panel on Climate Change
IPRs	-	Intellectual Property Rights
KP	-	Kyoto Protocol
LDCs	-	Least Developed Countries
LGAs	-	Local Government Authorities
LMDC	-	Like-Minded Developing Countries
MDAs	-	Ministries, Department and Agencies
REDD	-	Reducing Emissions from Deforestation and forest Degradation

RSL	-	Rosa Luxemburg Stiftung
SBs	-	Subsidiary Bodies
SBI	-	Subsidiary Body for Implementation
SBSTA	-	Subsidiary Body for Scientific and Technological Advice
SIDS	-	Small Island Developing States
UN	-	United Nations
UNEP	-	United Nations Environment Programme
UNFCCC	-	United Nations Framework Convention on Climate Change
US	-	United States
WCC	-	World Climate Conference
WIM	-	Warsaw International Mechanism for Loss and Damage

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PART A

BUILD-UP TO COP21 AND ADOPTION OF PARIS AGREEMENT

Background

Global climate change initiatives and negotiations started early in 1970s whereby in 1979 the first World Climate Conference (WCC) took place in Geneva, Switzerland. In 1988, the Intergovernmental Panel on Climate Change (IPCC) was set-up and released its first assessment report in 1990. In 1990, both IPCC and second World Climate Conference, called for a global treaty on climate change¹. On the same year (December 1990), United Nations General Assembly launched negotiations on what became the United Nations Framework Convention on Climate Change (UNFCCC). The Convention was then adopted on 9th May 1992 and entered into force on 21st March 1994. The Convention now has 196 Parties (195 States and 1 regional economic integration organisation)² and is approaching universal membership.

Negotiations were first done in the Intergovernmental Negotiating Committee (INC), and then, since the Convention's entry into force, it was done in Conference of Parties (COPs) and its subsidiary bodies - the Subsidiary Body for Scientific and Technological Advice (SBSTA) and the Subsidiary Body for Implementation (SBI). Negotiations were undertaken to achieve the ultimate Convention objective of “*stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system*”³.

To supplement commitment made under the Convention, during the Third Conference of Parties (COP3) in 1997 at Kyoto, Japan; Parties adopted the Kyoto Protocol. The Protocol obliges the Parties included in the Annex I of the Convention (developed countries) that have ratified the Protocol to jointly reduce emission level of six Greenhouse Gases (GHGs) by 5% compared with 1990 level in the period of 2008-2012. The Protocol came into force in February 2005 and its implementation was delayed in some countries – Australia only ratified in 2007; Canada even withdrew in 2011; and United States (the then largest GHG emitter) has never ratified the Protocol⁴.

With the aim continuing to combat climate change after first commitment period of the Kyoto Protocol (2008-2012) and formalizing contribution made by developing countries to mitigation and

¹ ESAFF. (2014)

² http://unfccc.int/essential_background/convention/status_of_ratification/items/2631.php

³ UN. (1992). United Nations Framework Convention on Climate Change

⁴ IFDD. (2015). Guide to Negotiations No. 17

adaptation efforts; Parties embarked on a dialogue about long-term cooperation in 2005. Special working groups were set-up to facilitate progress of negotiations which were:

- Ad Hoc Working Group on the further commitments for Annex I Parties under the Kyoto Protocol (AWG-KP); and
- Ad Hoc Working Group on Long-term Cooperation Action (AWG-LCA).

Thus, 2007 at Bali (Indonesia), COP13 provided a two-year roadmap on these issues known as the Bali Action Plan. This aimed to reach an agreement in 2009 in Copenhagen on a post-2012 climate regime under the Convention. Unfortunately, Parties did not manage to reach a detailed agreement at the planned date – therefore, negotiation continued at COP16 (Cancun) in 2010, COP17 (Durban) in 2011, and concluded at COP18 (Doha) in 2012. Parties to the Kyoto Protocol eventually agreed on amendment of the second commitment period (2013-2020)⁵. These brought an end to the two working groups – AWG-KP and AWG-LCA.

Recalling back to year 2011, a new stage had commenced with creation of the Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP). The group worked for more than three years in preparing for the Agreement which by then expected to be concluded in Paris (COP21). In an effort to further remind ourselves, ADP had the mandate to develop a “*Protocol, another legal instrument or an agreed outcome with legal force under the Convention applicable to all Parties*” which should enter into force no later than 2020⁶. This was to be done in two workstreams:

- *Workstream 1*: dealing with nature of the 2015 agreement; and
- *Workstream 2*: dealing with pre-2020 ambitions.

Therefore, the next COPs in Doha (COP18 - 2012), Warsaw (COP19 - 2013) and Lima (COP20 - 2014), moved in the direction of attempting to plug the ambition gap between the commitment taken by Parties by 2020 and those necessary to limit global warming to less than 2°C by the end of the century.

⁵ *ibid*

⁶ UNFCCC Decision 1/CP.17

COP21/CMP11 and the adopted Paris Agreement

The twenty-first session of the Conference of the Parties (COP) and the eleventh session of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol (CMP) took place from 30th November to 12th December 2015 in Paris, France. At the Conference five (5) organs met which are:

- Twenty-first Session of the Conference of the Parties to the Convention (COP21);
- Eleventh Session of the Conference of the Parties serving as the Meeting of the Parties to the Kyoto Protocol (CMP11);
- Forty-third Session of Subsidiary Body for Implementation (SBI43);
- Forty-third Session of Subsidiary Body for Scientific and Technological Advice (SBSTA43); and
- Twelfth Part of the Second Session of the Ad hoc Working Group on the Durban Platform for Enhanced Action (ADP 2-12).

This paper will specifically focus on the last organ as it was also the case during the whole COP21 negotiations. It was through ADP sessions (and later COP) that the Paris Agreement was negotiated.

Negotiation Process for the two weeks

The ADP 2-12 was opened on Sunday, 29th November 2015 and the work mode for its sessions were shared by the co-chairs. The work mode was through open-ended contact group with spin-off groups and “informal informals” (led by co-facilitators) that were reported and reviewed at contact group. This was expected to accelerate discussion on different elements simultaneously.

The ADP contact sessions continued throughout the week while taking stock from spin-off groups and “informal informals” every evening. The spin-off group sessions dealt with *mitigation, adaptation and loss and damage, finance, technology development and transfer, transparency, capacity building, implementation and compliance, global stocktake; and workstream 2 (pre-2020)*. These were closed on Thursday, 3rd December 2015 and all matters were taken to the contact group sessions for further discussion.

With spin-off groups closed while there was no concrete progress made from contact group sessions; consultations were made and on 3rd December 2015 it was agreed that an updated compilation text should be prepared. The text was supposed to be clean and streamlined; have clear option; and bridging proposals were to be kept in a separate document. On 4th December 2015; two

documents⁷ were issued and ADP Co-Chair (Ahmed Djoghlar) invited Parties for comments. This was not done as Parties requested for more time to review and consult.

After review and consultations among Parties, the session continued in the afternoon whereby Parties considered the two documents and agreed negotiations to be done on the basis of the “*compilation text with bridging proposals*” with Parties allowed to identify key elements of concern.

The ADP closing plenary session was conducted on 5th December 2015 and Parties adopted its conclusions, and forwarded the draft agreement and decision text to the COP for further deliberation.

Also, the negotiations were clouded by some mistrust in terms of communication, facilitation, proliferation of meetings and working mode with a number of meetings running simultaneously (contact groups, spin-off group and “informal-informals” meetings). This has made it difficult for most developing countries with small delegation to follow-up in all these simultaneously meetings – as well as discussions at the Subsidiary Bodies (SBs), CMP and COP.

Transparency was further questioned as observers’ participation space was limited. Observers were not allowed to enter at ADP contact group and spin-off group sessions; there were even limited space at the screen rooms which showed proceedings from contact group sessions only. To make matter worst, even Party delegate were limited to enter the contact group session whereby only one (sometime to three) representatives could take a seat in the room.

⁷ The two documents were “*revised draft agreement and decision text on both workstream 1 and 2 (compilation text)*” as well as “*a document containing the work of the ADP contact group incorporating bridging proposals by the co-facilitators (compilation text with bridging proposals)*”

PART B

ASSESSMENT OF THE ADOPTED PARIS AGREEMENT AND ITS DECISION

“So the question now is whether we will have the courage to act before it’s too late. And how we answer will have a profound impact on the world that we leave behind not just to you, but to your children and to your grandchildren.”

US President Barack Obama, Georgetown Address, June 2013

Mitigation

Mitigation applies to the reduction of GHGs and the preservation and improvement of carbon sinks. Mitigation is essential to reach the objective of an increase in average temperature not exceeding 2°C or 1.5°C and limit adverse impacts of climate change. Reduction between 20-40% of global emissions would be necessary from now until 2030 compared to 1990 levels⁸.

Decisionⁱ: Parties agreed to hold increase of global average temperature to well below 2°C and pursue efforts to limit the temperature increase to 1.5°C above pre-industrial levels. To achieve this, Parties aim to reach global peaking of GHGs as soon as possible and undertake rapid reductions in accordance with best available science. This will be through Parties’ prepared and communicated Nationally Determined Contributions.

The IPCC Fifth Assessment Report (AR5) show that the global average temperature has increased by 0.85°C compared to pre-industrial levels; and the so called “global carbon budget” will be consumed in 10-20 years at current emission levels.

The communicated INDCs by more than 185 Parties provide a picture on how the emission levels may be in 2025 and 2030 which is supposedly to take the globe temperature to the agreed “well below 2°C and even 1.5°C”.

On a more positive note, the text does at least recognize that developed countries need to peak their emissions before developing countriesⁱⁱ.

However, according to assessment reports including from UNFCCC Secretariat and “coalition” of global civil society and non-governmental organizations; the submitted INDCs will only bring global

⁸ IFDD. (2015). Guide to Negotiations No. 17

average emissions per capita down by as much as 8% in 2025 and 9% by in 2030. This means that, the INDCs may have capability of limiting the forecasted temperature rise to around 2.7°C⁹ and at or above 3°C¹⁰. Further, there is no obligation to keep global warming below 2°C and even 1.5°C degrees; Parties have only agreed to “pursue efforts” to do so.

The new climate deal agrees to peak emissions “as soon as possible”, while allowing the door wide open for the use of offsetting instead of genuine emission cuts. The deal also kicks this action well into the future by aiming for “the latter half of the century”.

Therefore, country Parties need to go beyond their voluntary communicated INDCs to achieve the goal set under Article 2 of the Agreement. This was also recognized in the Agreement but there were no clear scrutiny mechanisms on how to achieve that considering fair share of each Party.

The citizens of the world need to **cutting emissions** rapidly and deeply, aiming for **full decarbonisation** by 2050.

Adaptation and Climate Finance

Adaptation is the adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities¹¹.

Climate finance refers to financing channeled by national, regional and international entities for climate change mitigation and adaptation projects and programs. They include climate specific support mechanisms and financial aid for mitigation and adaptation activities to spur and enable the transition towards low-carbon, climate-resilient growth and development through capacity building, Research and development, and economic development¹².

Decisionⁱⁱⁱ - Adaptation: *Parties agreed to establish the global goal on adaptation of enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change. Parties recognized adaptation as a key component of and makes a contribution to the long-term global response to climate change. Parties also recognized the importance of support for and international cooperation on adaptation efforts and importance of taking into account the needs of developing country Parties especially those that are particularly vulnerable to the adverse effects of climate change.*

Decision – Climate Finance: *Developed country Parties are obliged to provide financial resources to assist developing country Parties with the aim of achieving a balance between adaptation and mitigation. Developed country*

⁹ <http://newsroom.unfccc.int/unfccc-newsroom/indc-synthesis-report-press-release/>

¹⁰ http://civilsocietyreview.org/wp-content/uploads/2015/10/CSO_summary.pdf

¹¹ https://www.ipcc.ch/publications_and_data/ar4/wg2/en/annexes/glossary-a-d.html

¹² Buchner, Barbara. et al. (2011). The Landscape of Climate Finance.

Parties are also obliged to biennially communicate projected levels of public financial resources to be provided to developing country Parties. Other Parties were also encouraged to provide such support and communicate voluntarily. Financial mechanism and operating entities of the Convention will also serve this Agreement.

In the years before 2025, the deal commits finance to help developing countries address climate change and its impacts. However it doesn't quite make it clear who is providing this finance.

Developing countries, especially LDCs and SIDS, are the most vulnerable to impacts of climate change which they have less contributed to and also do not have sufficient financial resources to address them – with adaptation being their priority. During COP15 in Copenhagen, Developed country Parties agreed to mobilize \$100 billion per year by 2020 and this shall be new and additional to meet full costs incurred.

Adaptation Fund (AF) which has been “a hope” for most developing countries was merely recognized in the Agreement. This means that it is not included as part of financial mechanism to serve the Agreement as it is still subjected to relevant decisions under CMP and the Agreement itself. As it stands; it will only run until the end of second commitment period of the Kyoto Protocol.

The Agreement language on finance seems to be weak which may not fully bind developed country Parties to fulfill their obligation and commitment. Also, finance seems to align more on mitigation including issues especially on REDD+ than on adaptation. This contradicts with Article 9 (4) of the Agreement which aims to achieving a balance between adaptation and mitigation. It also defeats the efforts of developing country which prioritize adaptation for survival and livelihood^{iv}.

“We can't use the money allocated for education and health to pay for climate action bills, we are only young countries. We are here to save planet earth and human rights – short term economic gains are good but human life is more important.” *South Sudan representative*

Overall this is a much weaker agreement on finance and adaptation than previous formulations. It is more evident that the Convention and other international climate finance mechanisms are not promising in mobilizing and provision of funds as it is required by developing and least developed counties; including Tanzania.

Loss and Damage

Loss and damage refers to permanent and irrecoverable loss or repairable damage caused by impacts of human induced climate change, including both severe weather events (i.e: cyclones) and slow-onset events (i.e: sea level rise and desertification). It can also refer to economic or non-economic harm, such as loss of life, livelihoods, ecosystems, or cultural heritage¹³. It can occur in human systems (such as livelihoods) as well as natural systems (such as biodiversity), though the emphasis in research and policy is on human impacts.

Decision^v: Parties recognize the importance of averting, minimizing and addressing loss and damage associated with the adverse effects of climate change. Parties agreed that Warsaw International Mechanism (WIM) for loss and damage shall be subject to authority and guidance under the Agreement. Also, Parties should enhance understanding on areas which include early warning systems; emergency preparedness; slow onset events; event that may involve irreversible and permanent loss and damage; comprehensive risk assessment and management; risk insurance facilities, climate risk pooling and other insurance solutions; non-economic losses; and resilience of communities, livelihood and ecosystems.

Loss and damage came to fore at COP19 in Warsaw despite previous discussion on the issue. In Warsaw, Parties agreed that loss and damage associated with the adverse effects of climate change involves more than that which can be reduced by adaptation. Therefore, a new pillar was somehow introduced out of the two – Mitigation and Adaptation. This provided a need to re-open negotiations on the previous agreed finance commitment including the target of \$100 billion per year by 2020 which was for mitigation and adaptation. The basis here for Least Developed Countries (LDCs), Small Island Developing States (SIDS), and other vulnerable developing country Parties was for big historical emitters to be liable and compensate on the losses and damages caused as a result of their induced change to climate.

After intense negotiations between Parties on whether loss and damage should be part of the Agreement, it was agreed to be included as a standalone article. Loss and damage is presented in Article 8 of the Agreement; however, ‘para 52’ of the Decision part of the Agreement denounce it. It stipulates clearly in the Agreement that loss and damage does not involve or provide a basis for any liability or compensation. Also, no specific reference on finance were made or associated with loss and damage.

¹³ Center for American Progress. (2015). The Meaning of Loss and Damage in the International Climate Negotiations

Some optimism urge that it is was a positive step for Loss and Damage to be included in the Agreement but sceptics feel that it was an empty box. The whole essence of Loss and Damage is compensation and it depends of availability of funds. If the two are totally eliminated in the whole thing; its means there is practically no loss and damage.

Technology Development and Transfer & Capacity Building

Decision - Technology: *A technology framework was established to support implementation of the Agreement. This is expected to provide overarching guidance to the work of the technology mechanism in promoting and facilitating enhanced action on technology development and transfer. Also, it was agreed that support (including financial support) shall be provided to developing country Parties to strengthen cooperation action on this.*

Decision^{vi} – Capacity Building: *Parties agreed that capacity and ability of developing country Parties (especially Least Developed Countries and Small Island Developing States) should be enhanced to implement adaptation and mitigation actions. All Parties are required to cooperate to enhance the capacity of developing country Parties whereby the capacity-building should be country-driven, based on and responsive to national needs, and foster country ownership.*

“The deal is not perfect... but the best we can get at this historic moment.”
South African Minister for Environment and Chair of G77 and China (Edna Molewa)

Effectiveness of and the adequacy of such support to be provided to developing countries will be assessed over time. This will help in tracking progress and assessing its impacts made and whether it is effective and adequate. Though the Agreement did not provide which actions of the initiatives will be undertaken to enhance such support if such support is not adequate.

Also, Intellectual Property Rights will have much influence on effective provision of such support. However, a clear resolution of key issues on IPRs for technologies was not part of the Agreement and therefore may again act as a barrier to successfully transfer technologies and capacity building to developing countries for implementation of the Agreement.

Gender in Paris Deal Negotiations

It is generally accepted that climate change affects women differently and it was qualified in the decision taken in Warsaw COP18. The decision meant to achieve gender balance within the bodies of the Convention.

However, Paris did not do justice to this course. Only around 30% of Heads of Delegations of Parties and only a small percent of constituted bodies of the Convention are female¹⁴ and only 11 out of 145 world leaders opening the COP were women. Although the impacts of climate

“If we had more women’s leadership, we would not have been where we are now”. *Mary Robinson, former President of Ireland and a former UN High Commissioner for Human Rights*

change are recognized to be unequally impacting on women, the Paris agreement does little to address the fact that women have greater needs for climate finance, renewable energy and adaptation capacity (Oxfam, 2015)¹⁵.

¹⁴ <http://unfccc.int/resource/docs/2015/cop21/eng/06.pdf>

¹⁵ Oxfam’s initial analysis of the Paris Agreement: what will the Paris Agreement be remembered for?

PART C: IMPLICATION OF THE ADOPTED PARIS AGREEMENT TO TANZANIA AND OTHER AFRICAN DEVELOPING COUNTRIES

It's obvious and generally accepted that there is a need to up the ambition when it comes to tackling climate change: more emissions cuts and more finance to help developing countries adapt to, recover from and tackle climate change. Unfortunately, this agreement provides **no legally binding way** to make this happen^{vii}. There is a review pencilled in for 2018, but there is no obligation to actually increase contributions. From 2023 there will be a “global stock-take” which will start a 5-year review cycle^{viii}.

“The lack of a solution for closing the gigatonne gap will be crushing for the world's poorest and most vulnerable countries, but poorer countries failed to defend their national interests, fearing their grass would be trampled if they stood up to the big emitters.” *Oxfam*

What does this mean to us?

Increase of extreme weather events and the need to further strengthening early warning system and disaster preparedness

In the past forty (40) years, Tanzania has experienced severe and recurring droughts and floods with devastating effects to agricultural, livestock, water and energy sectors. Currently more than 70% of all natural disasters in Tanzania are hydro-meteorological, and are linked to droughts and floods. For instance; droughts of 2003, 2005 and 2009¹⁶ and recent (in 2015) floods in major cities such as Dar es Salaam and Mwanza as well as in Morogoro and Tanga causing thousands of people displaced, many lost their lives and their means of livelihood. Given that Tanzania's economic base is dependent on the climate sensitive natural resources, this makes the country's economy extremely vulnerable to the adverse impacts of climate. With Paris Agreement average global temperature increase target of well below 2°C and considering the current estimated aggregate average temperature increase 2.7 °C or 3.0 °C and above¹⁷ from proposed emission cut from the submitted INDCs as well as projected climate change projection; devastative, frequent, severe and extreme climatic events are expected to increase.

It is pitiful that Paris Agreement shied away from Loss and Damage. This short listing outcome clearly shows that “the haves” (sadly are also the destructors) have yet to grasp the enormity of the risks of their doings will cost lives of “have-nots”. The have-nots don't have surplus to accumulate

¹⁶ URT. (2012). National Climate Change Strategy

¹⁷ <http://newsroom.unfccc.int/unfccc-newsroom/indc-synthesis-report-press-release/> & http://civilsocietyreview.org/wp-content/uploads/2015/10/CSO_summary.pdf

and reserve for unplanned extreme weather events; which leave many dead, displaced, homeless and lost their means of livelihood.

Intensification of adverse impacts of climate change which further increase adaptation burden to farmers, pastoralists and communities in general

As Parties agreed to limit global average temperature well below 2°C, more adverse impacts of climate change are expected and to intensify. At the current global average temperature increase of 0.85°C, communities have already suffered a lot from impacts such as increased unpredictable and unreliable rainfalls, drought, floods and sea water intrusion to fresh water, which have led to increase of pests and diseases, water scarcity and loss of soil fertility, crops and livestock. These lead to increase the burden of adaptation to farmers, pastoralists and communities in general as their livelihood largely depends on such climate sensitive economic activities.

In Tanzania the consequences have gone beyond natural disasters to causing conflicts among community members. This is evidenced the conflicts and fights between farmers and pastoralists; particularly in Kilosa, Longido and partly Kiteto. Land loss, water scarcity and series of floods and droughts have hit hard these communities; made them scrambling for resources for a mere survival. This has affected their livelihoods; they found themselves landless and poorer; most of all - some have lost their loved ones and bread earners.

Uncertainties on adequacy of climate finance support and the need to further mobilize internal resources

The Agreement and previous experience on climate finance show that it is not clear on how much will be mobilized and provided to developing countries including African countries/Tanzania. The target of \$100 billion per year by 2020 was set in Copenhagen during COP15; but neither the developed countries fulfilled their commitment nor strict intentional efforts were made to ensure fulfillment of such commitment.

“Rich countries failed to do their fair share of mitigation and financial efforts, instead of making bold steps towards creating new sources of finance (such as setting aside revenues from carbon markets, setting up financial transaction taxes and redirecting fossil fuel subsidies). This could fund the great transition that is needed in the global south. Instead, they spent most of their political capital on trying to shift the burden both on finance and mitigation to emerging countries.”

Oxfam

With more adverse impacts of climate change expected, the costs of addressing climate change is also expected to increase highly. For example, Tanzania needs \$500 million per year by 2020¹⁸¹⁹ and will need \$1 billion per year by 2030 to address current climate risks in reducing future impacts and building resilience to future climate change²⁰ with current emission trend.

According to the study done by ForumCC (2015)²¹ there is very low and limited sources of climate finance. It shows that climate finance has been almost exclusively sourced from overstretched development budget funded by donors. Agriculture Resilience Climate Plan 2014/19, shows that around US\$125 million is needed for just one Agriculture plan to adapt to climate change for the next 5 years. This estimate is in exclusion of other cost from Agricultural losses as a result unplanned extreme weather events which might be driven by climate change.

This is going to push pressure on governments' budgets and cripple government efforts to build Tanzania economy and provision of social services such as health and education. As a result, the government may resort to more debts (which is already escalating). This is going to have a bearing on our national external debt ratings, our debt spiral and our growth rates stall, with serious knock-on effects on our sustainable development efforts. This is going to be exacerbated if the government borrows for non-commercially viable.

A Call for more Actions!

One thing is surely, we have a Paris Agreement 2015! It is a step forward though there is still a lot to be desired. It presents an opportunity for the globe to accelerate and scale up the underway efforts to mitigate and adapt to climatic effects. It is crucial to ensure that it happens faster, genuinely and equitably. Parties, Institutions, Agencies, private sector and Civil Society should not take a rest: There Agreement should be translated into actions. Therefore, we are calling the following²²:

A Call to Annex I and Annex II Countries:

- Major donor countries must ensure that the share of international public climate finance flowing to adaptation - currently 16% - increases to amount to the needs.
- Developed countries must urgently put their INDCs through a Paris credibility test to see whether they have put enough on the table to meet the ambition of keeping warming to

¹⁸ Oxfam's initial analysis of the Paris Agreement: what will the Paris Agreement be remembered for?

¹⁹ Watkiss, P., Downing, T., Dyszynski, J., Pye, S. et al (2011). The Economics of Climate Change in the United Republic of Tanzania

²⁰ URT. (2012). National Climate Change Strategy.

²¹ ForumCC. (2015). Climate Finance Tracking Study for Agriculture and Livestock Sector Ministries in Tanzania

²² Some modified from Oxfam's initial analysis of the Paris Agreement: what will the Paris Agreement be remembered for?

1.5°C. Should also see to it that the INDCs of developing countries are financed to realize their contributions to emission cut and adaptation.

A Call to the Government of United Republic of Tanzania

- Should give climate change an urgency treat. It drains the economy so it has to be factored in national economic equation.
- Tanzania needs to strategically mobilize internal resources in efforts to meet its required target to address climate change challenges in the country.

Innovational local resource mobilization: Involve MDAs, LGAs, and private sector to mobilize resources locally. To reduce donor dependence; there is a need to mobilize local resources from various sources including eradication of tax evasion, increase revenue collections from other economic activities including expansion of tax-base at local level e.g. forest resources and mineral resources.

- Tanzania government through its responsible MDAs (i.e: Prime Ministers' Office-Disasters Unit and Tanzania Meteorological Agency), need to further strengthen early warning and disaster preparedness system to reduce and sometimes avoid major losses and damages.

A Call to Private Sector – both Local and International

- All companies should adopt science-based emissions reductions targets, reconsidering that their actions has an ultimate key in reaching a 1.5°C goal, and adopt internal carbon pricing mechanisms.

Equally important is for companies to face up to the reality of the scale of challenges of adaptation and resilience, especially in the sectors of energy, consumer goods sector, finance and insurance.

A Call to Civil Society Organizations:

- It is a high time that Civil Society rally around for realization of Paris targets and beyond. This means using the Paris provisions to challenge domestic lack of action and continue effective campaigning at all levels. Most importantly; lobby and advocate targeting big and powerful players.

- Advocate and lobby governments for more ambitious policies at both international and national levels.
- Lobby and advocate for developed countries to honor their commitment and not using climate change finance as a conditionality in other areas of convention. This is an obligation for developed countries as that agreed to mobilize fast start finance of \$30billion for a period of five years and a further \$100 by 2020.

A Call to Communities:

- Citizens must hold governments and the private sector be accountable.
- Citizens must change behavior, their doings, preferences, lifestyle and approaches to adapt and mitigate the effects of climate change. Their smallest contribute from individual levels will contribute to a bigger course.

Together we can make a difference
Save the Planet!

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Important Links

The Paris Agreement:

http://unfccc.int/meetings/paris_nov_2015/in-session/items/9320.php

<http://newsroom.unfccc.int/unfccc-newsroom/finale-cop21/>

Synthesis report on the aggregate effect of INDCs:

http://unfccc.int/focus/indc_portal/items/9240.php

<http://newsroom.unfccc.int/unfccc-newsroom/indc-synthesis-report-press-release/>

UNEP Emission Gap Report 2014:

http://www.unep.org/publications/ebooks/emissionsgapreport2014/portals/50268/pdf/EGR2014_LOWRES.pdf

End Note

i Mitigation & Global Average Temperature Increase

There were two proposals on the target of average global temperature increase. Developed countries were in favour of 2°C while African countries (and other developing countries) supported 1.5 °C. Each of these two has its implications in terms of on one hand associated impacts and efforts required to address them; while on the other hand, the amount of emission reduction required.

A balanced decision was reached under the Agreement whereby Parties agreed to hold increase in global average temperature to well below 2 °C and pursue efforts to limit the temperature increase to 1.5 °C above pre-industrial level

ii Differentiation

Differentiation was very vital issue of discussion and probably the most contentious issues for discussion on each element of the Agreement. The contentious area under differentiation was on how the principle of Common But Differentiated Responsibilities and Respective Capabilities (CBDR-RC) will be operationalised in all elements. These are mitigation, adaptation, finance and other means of implementation, as well as transparency framework. Developed countries were insisting on evolving economic and emission trends while African countries (and other developing countries) were insisting on developed countries to continue to bear the responsibility in taking the lead in emission reductions and in providing finance, technology transfer and capacity building to developing countriesⁱⁱ.

iii Adaptation

The discussion here was mainly carried by developing countries with the intent to elevate adaptation treatment to be the same as mitigation. While developed countries did not support or provide any proposal on this, developing countries made two major proposals. These were on establishing a long-term adaptation goal and periodically submission of adaptation communication or undertakingsⁱⁱⁱ (as for mitigation).

iv Purpose of the Agreement (Mitigation-centric or Treating all Element equally)

There was convergence that the purpose of the Agreement will be to enhance implementation of the Convention but the divergence was on whether this should only be on mitigation or on all elements (mitigation, adaptation, finance, technology transfer, capacity building and transparency). The

former was supported by developed countries while the latter was supported by African countries (and other developing countries).

v Loss and Damage

The main issue of contention on loss and damage was on whether the international mechanism on loss and damage should be part of the Agreement as a separate ‘Article’ or not. Developing countries supported its inclusion under the Agreement while developed countries did not want any reference to loss and damage as a separate ‘Article’^v.

vi Finance, Technology Transfer and Capacity Building

Contentious issues here were on who provide and who receive such financial, technology and capacity building support. Developed countries position was to increase the scope of countries that will provide such support to include developing countries; while most of developing countries did not support this as it is developed countries obligation under the Convention to do so. On the other hand, developed countries also wanted to reduce the scope of developing countries that receive such support to only the poorest and most vulnerable while developing countries did not support this.

vii Nature of the Agreement (Legality)

ADP was mandated to develop a “*Protocol, another legal instrument or an agreed outcome with legal force under the Convention applicable to all Parties*”. But further discussion on this was whether the whole Agreement and/or which elements should be legally-binding. It went further by looking at contents of each elements and whether which and to what extent aspects of each element amount to commitment

viii Transparency, Global Stocktake and Compliance

Decision – Transparency: *An enhanced transparency framework for action and support was established in order to build trust, confidence and promote effective implementation of the Agreement. This will provide clarity and tracking progress on action taken and support provided and received. It will have built-in flexibility and takes into account Parties different capacities and builds upon collective experience.*

Decision - Global Stocktake: *it was also agreed that Parties shall take stock, in a comprehensive and facilitative manner, of the implementation of the Agreement in order to assess the collective progress towards achieving the purpose of the Agreement and its long-term goals. This shall be done in the light of equity and the best available science. The*

first global stocktake shall be in 2023 and every five years thereafter. The outcome shall inform Parties in updating and enhancing their actions and support.

Decision - Facilitating Implementation and Compliance: *a mechanism to facilitate implementation of and promote compliance of the Agreement was established. The mechanism that will be facilitative in nature will consist of a committee of expert-based and function in a manner that is transparent, non-adversarial, non-punitive, and pay attention to the respective national capabilities and circumstances of Parties.*

Two main issues were expected to be contentious on global stocktake – purpose and scope. On purpose; the matter was on whether to assess the collective progress towards achieving the objective of the Convention or the Agreement’s long-term goal. On scope; developed countries were in favour of considering the aggregate effect of the mitigation contributions of Parties in light of the long-term mitigation goal; while developing countries were in favour of considering overall implementation of obligations of Parties in relation to mitigation, adaptation and the means of implementation.