

Decision 1/CP.6

IMPLEMENTATION OF THE BUENOS AIRES PLAN OF ACTION

The Conference of the Parties,

Recalling the provisions of the Convention and its Kyoto Protocol,

Further recalling its decision 1/CP.4, entitled “The Buenos Aires Plan of Action”, and decision 1/CP.5,

Having made progress in considering all issues under the Buenos Aires Plan of Action, on the basis of the work of its Subsidiary Body for Scientific and Technological Advice and its Subsidiary Body for Implementation,

1. *Takes note* of the informal note by the President dated 23 November 2000 annexed to this decision as an element of political guidance to the completion of work on the negotiating texts forwarded to the Conference;¹
2. *Invites* Parties to submit views thereon by 15 January 2001, and requests the secretariat to compile these submissions in a miscellaneous document;
3. *Decides* to suspend its sixth session and requests its President to seek advice on the desirability of resuming that session in May/June 2001 in order to complete work on those texts and adopt a comprehensive and balanced package of decisions on all issues covered by the Buenos Aires Plan of Action;
4. *Requests* its President to make proposals for the further development and consideration of those texts at a resumed session and to seek the necessary advice beforehand in a transparent manner;
5. *Urges* all Parties to intensify political consultations among themselves and explore areas of common ground that would enable the successful conclusion of negotiations at a resumed session on all issues covered by the Buenos Aires Plan of Action.

*9th plenary Meeting
25 November 2000*

¹ Texts forwarded to the Conference by its subsidiary bodies on 18 November 2000 and those contained in the notes by the President dated 24 and 25 November 2000.

NOTE BY THE PRESIDENT OF COP6

23 NOVEMBER 2000

This note is presented on my personal responsibility as a basis for further negotiations and in an effort to bring COP 6 to a politically successful conclusion this week.

The note addresses the key issues that remain unresolved in the documents transmitted to the Conference by the subsidiary bodies at the close of their 13th sessions last Saturday, 8 November 2000. It draws upon ideas contained in those documents, which have emerged over the course of negotiations on the implementation of the Buenos Aires Plan of Action. It takes account of the state of play at the conclusion today of the four informal sub-groups that I launched last Tuesday, 21 November 2000. These results were conveyed to me by the Ministers whom I entrusted with facilitating the informal sub-groups. I heartily thank them for their efforts to promote consensus. They are in no way responsible for my assessment.

This note does not address the achievements of our hard-working negotiators on Articles 5, 7 and 8 of the Protocol (accounting, reporting and review). The few issues outstanding in this area can be resolved once the outcome of negotiations on other issues is known.

In preparing the proposals in this note I exercised my own political judgement and sought to present a balanced package. I trust that this will advance our constructive negotiation.

Jan Pronk
President of COP 6

***Box A. Capacity building, technology transfer,
Implementation of Articles 4.8/ 4.9; 3.14, finance***

Funding mechanisms and guidance to the GEF

Parties have reached general agreement on frameworks for technology transfer, capacity building, adaptation and impacts of response measures.

Adaptation fund

Parties decide to create a new fund under the GEF: the adaptation fund. Separate guidance will be given to the fund and special consideration will be given to the needs of the LDCs and SIDs.

- ❖ An adaptation fund will be established under the GEF as a trust fund.
- ❖ The implementation of concrete adaptation projects in non-Annex I Parties will be financed (stage III activities). Finance will be generated by the share of proceeds on the CDM (2 % of the CERs generated by a project). Projects will be implemented by the UN implementing agencies
- ❖ The CDM Executive Board will manage the fund. The Board shall function under the guidance of, and be accountable to, the COP/MOP. Such guidance will be given by COP/MOP on programs, priorities and eligibility criteria for funding of adaptation activities.
- ❖ The following activities will be included in the category of adaptation activities: avoidance of deforestation, combating land degradation and desertification.

Convention fund

Parties decide to create a new window under the GEF: a Convention fund. Separate guidance will be given to the fund and special consideration will be given to the needs of the LDCs and SIDs.

- ❖ The Convention fund will be a special window under the GEF
- ❖ Under this window, new and additional funding will be made available by Annex II Parties for activities in developing countries: technology transfer and technical support, capacity building related to climate change, specific CDM capacity building, national programmes containing mitigation measures, assistance with economic diversification. New and additional funding will also be made available for capacity building in Annex I Parties with economies in transition.
- ❖ Sources of funding will be:
 1. third replenishment to the GEF
 2. voluntary contributions by Annex II Parties
 3. Annex II Parties will transfer [X] percent of their initial assigned amount to the registry of the fund. Annex I Parties can acquire these units, on the basis of Article 17, for the purpose of meeting their commitments of Article 3.1.
 4. ODA
- ❖ The existing GEF council will manage the fund. The fund shall function under special guidance of, and be accountable to, the COP. This will ensure that the GEF becomes more responsive to the needs and priorities of developing countries. Ownership and “country-driven ness” in GEF projects will be enhanced. The scope of activities funded by the GEF will also be broadened. GEF procedures and policies will be streamlined.

Resources

In addition to the Adaptation and the Convention Fund Parties agree to increase resources for climate change funding, through other channels. They agree that the sum total should reach the level of one billion US\$ on an annual basis, as soon as possible, but not later than in the year 2005. If resources in 2005 would be less than one billion US\$, Parties agree to apply a levy on article 6 (Joint Implementation) and / or article 17 (emission trading).

Climate Resources Committee

Parties decide to establish a Climate Resources Committee at COP7, with the following mandate:

- ❖ To give policy advice to existing financing channels and institutions such as the GEF, Regional Development banks, the World Bank, UNDP and other multilateral institutions. The advice will be focused on:
 - ❖ Increasing climate funding
 - ❖ Mainstreaming
 - ❖ Monitoring and assessment

Capacity building

Parties decide to establish a framework to guide capacity building activities related to the implementation of the Convention and effective participation in the Kyoto Protocol, in order to assist non-Annex II Parties. (See Draft Decisions FCCC/SB/2000/CRP.16 and FCCC/SB/2000/CRP.17).

Technology transfer

- ❖ Parties decide to establish an intergovernmental consultative group of technical and scientific experts on technology transfer under the SBSTA
- ❖ The group will:
 - Facilitate the exchange and review of information by creating a clearing house and regional technology information centers;
 - Advise SBSTA on further actions to be taken.
 - Focus on ways and means to address the barriers for technology transfer as identified in the IPCC special report on technology transfer
 - Be composed on the basis of equal geographical distribution
- ❖ SBSTA will review the group's work on a regular basis, consider its advice and if necessary request the COP to take any further action, including inter alia programs and priorities for financing of activities.

Adverse effects of climate change

Actions to be taken by Annex II Parties include:

- ❖ Pilot or demonstration projects to show how adaptation planning and assessment can be practically translated into projects and integrated into national policy and sustainable development planning. Non-Annex I Party national communications, other relevant sources and the staged approach endorsed by the COP will serve as a basis.
- ❖ Adaptation projects, when sufficient information is available to warrant such activities, inter alia, in the areas of water resources management, land management, agriculture, health, infrastructure development, ecosystems, and integrated coastal zone management
- ❖ Improved monitoring of diseases and disease control and prevention for Parties affected by climate change
- ❖ Avoidance of deforestation and prevention of land degradation, insofar as these activities are related to climate change
- ❖ Strengthening and establishing national and regional centers and information networks for rapid response to extreme weather events, utilizing information technology as much as possible

Actions to address impacts of response measures (Article 3.14)

Annex I Parties and other Parties in a position to do so decide to report in their national communications on:

- ❖ The efforts to limit the adverse social, environmental and economic impacts of the policies and measures they have adopted or are planning with the aim of addressing climate change, such as: reducing or phasing out market distorting instruments (e.g. coal subsidies) and reducing or phasing out the use of high emission energy carriers
- ❖ The national communications will be reviewed under the Kyoto Protocol (Article 8). A certain degree of flexibility shall be allowed to Parties included in Annex I undergoing the process of transition to a market economy.

Actions to address impacts of response measures (Article 4.8)

- ❖ Annex II Parties will assist non-Annex I Parties adversely affected by response measures through concrete actions based on further methodological work in the field of technology transfer, capacity building, economic diversification, increasing energy efficiency in fossil fuel production, advanced fossil fuel technologies (including carbon capture and storage)
- ❖ Developing country Parties will report on their specific needs and concerns arising from the implementation of response measures, effectively implementing the guidelines for national communications

Specific needs of the least developed countries (LDCs, including SIDS)

- ❖ A separate work programme will be established for LDCs to be financed by the GEF, focussing on:
 - Early launch of vulnerability and adaptation needs assessments, including capacity building and technical assistance
 - Development of national adaptation programmes of action
 - Priority for implementation of concrete adaptation projects. Disaster relief, avoidance of deforestation and prevention of land degradation may be included.
 - Establishment of an LDC group of experts to assist in national adaptation programmes of action
- ❖ To encourage a greater flow of CDM projects to the LDCs, CDM projects in LDCs will be exempt from the share of proceeds for adaptation. The implementation of 'small scale CDM projects' will also be promoted

Box B. Mechanisms

COP/MOP <-> Executive Board

A. Composition of the Executive Board of the CDM

- ❖ Parties agree that the composition of the Executive Board is an essential element in ensuring integrity, credibility and efficient operationalisation of the system. Parties therefore decide on a balanced approach in composition and voting procedures.
- ❖ The balance in the Executive Board will be in accordance with current UNFCCC practices (equitable geographical representation of the five UN regional groupings, taking into account the interest groups as reflected by the current practice in the UNFCCC Bureau).
- ❖ Equal numbers of members from each of the five UN regional groups, plus one representative from the group of small island developing States (16 members).
- ❖ Executive Board members shall make every effort to reach agreement on any proposed decision by consensus. Any decision shall as a last resort be adopted by a three-fourths majority vote of the members present and voting at the meeting.

B. Decision-making power of the COP/MOP vis-à-vis the Executive Board

- ❖ The Executive Board shall be subject to the authority and guidance of, and be accountable to, the COP/MOP.

C. Institutions for a prompt start for the CDM

- ❖ Parties decide that a prompt start for the CDM will be operationalised by electing the Executive Board will be elected at the next session of the subsidiary bodies.
- ❖ The Executive Board will be served by the UNFCCC secretariat.
- ❖ Appropriate resources are will be made available for the prompt start of the CDM.

Eligibility of project activities under the CDM

- ❖ Parties recognize that it is up to the Party's discretion to judge whether a project activity is in line with its national strategy on sustainable development.
- ❖ Annex I Parties will declare that they will refrain from using nuclear facilities for generating certified emission reductions under the CDM.
- ❖ Parties decide that because of their contribution to the ultimate objective of the convention and to sustainable development, the following activities should be given priority and will have expedited consideration within the rules, modalities and procedures of the CDM:
 - renewable energy (inter alia small scale hydro)
 - energy efficiency improvements
- ❖ Under the guidance of COP/MOP, the Executive Board shall further develop rules and modalities for the operationalisation of this decision.

Supplementarity

- ❖ Annex I Parties shall meet their emission commitments primarily through domestic action since 1990. Compliance with this principle will be assessed by the facilitative branch of the compliance committee on the basis of qualitative and quantified information, reported in national communications and reviewed under Article 8. The facilitative branch shall advise on how to ensure the effective implementation of this provision. A first assessment should be reported in the fourth national communications of Annex I Parties due in 2005.

Trading modalities and liability

- ❖ Parties agree that Article 17 provides opportunities for Parties to fulfill their commitments in a cost-effective way. Parties also recognize that reporting, review and a strong and enforceable compliance regime are not sufficient to prevent Parties from overselling, thereby potentially endangering the environmental integrity of the system.
- ❖ Parties therefore decide that Annex B Parties shall retain a portion of their assigned amounts in their national registries specific to that commitment period. This portion shall be 70 percent of their assigned amounts or the portion determined on the basis of projected or recent emissions.
- ❖ After the annual review of each Party's emissions data, the portion of assigned amount that must be retained shall be recalculated and, if necessary, adjusted.

Fungibility

- ❖ Parties should protect the climate system for the benefit of present and future generations of human kind, on the basis of equity and in accordance with their common but differentiated responsibilities and respective capabilities. Accordingly, the developed country Parties should take the lead in combating climate change and the adverse effects thereof. Parties affirm that in their actions to achieve the purpose of the mechanisms, Parties shall be guided by Article 2 of the Convention and the principles contained in Article 3 of the Convention.
- ❖ Parties note 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 developments needs.
- ❖ Parties recognize that the Kyoto Protocol has not created or bestowed - on Parties included in Annex I to the Convention and in Annex B to the Protocol - any right, title or entitlement to emissions of any kind in the pursuance of Articles 3, 6, 12, 17 of the Kyoto Protocol which affects the consideration or decision-making on subsequent commitments. Parties recognize that the consideration of such commitments should be based on equitable criteria, common but differentiated responsibilities and respective capabilities.
- ❖ Parties note that emissions reduction units (under ‘joint implementation’) and parts of an assigned amount (under emissions trading) could be added to, or subtracted from, the assigned amount of a Party. Parties agree that certified emissions reduction units (CDM) could be added to the assigned amount of a Party and could be used for the purpose of contributing to compliance with the quantified emission limitation and reduction commitments in Article 3 without altering that Party’s assigned amount pursuant to its commitments inscribed in Annex B.
- ❖ Parties decide that emission reduction units and parts of assigned amount” may be exchanged according to the rules and procedures to be established by the COP/MOP.

Promotion of geographic distribution of CDM projects

- ❖ Parties agree that there should be opportunities for all Parties to participate in the CDM and decide that an equitable distribution of CDM projects will be fostered. Therefore standardized baselines, which are based on an appropriate Annex I average, may be used for small-scale projects (<XMw) and renewable energy projects (<XMw) The Executive Board is asked to elaborate on and make recommendations on preferential treatment of these specific project types.
- ❖ Parties decide to foster LDC participation in the CDM by:
 - Special attention will be paid to institutional capacity building for LDCs;
 - CDM projects in LDCs will be exempt from the share of proceeds for adaptation;
 - Public funding of a CDM project should be additional to current ODA.

Procedures for “joint implementation”

- ❖ Parties note that “joint implementation” takes place among Annex I Parties with greenhouse gas emission limitation and reduction commitments. Therefore, Parties decide that there is no need for stringent procedures on verification if Parties meet the reporting requirements. Parties note that if Parties do not meet these requirements, they should follow the same rigorous procedure as provided for under the CDM procedures.

Box C. Land-use, Land-use change and forestry

Definitions for afforestation, reforestation and deforestation under article 3.3

- ❖ Parties agree that for the implementation of Article 3.3, “forest” is defined in accordance with the FAO definition. Parties recognize that there should be certain flexibility in applying the FAO values in order to reflect national circumstances.
- ❖ Parties decide to establish a process to investigate the feasibility of applying biome-specific forest definitions for future commitment periods
- ❖ Parties decide that for defining afforestation, reforestation and deforestation the set of IPCC definitions shall be applied. According to the IPCC Special Report, this set of definitions delivers an accounting system that is closest to the actual exchange between lands brought under the system and the atmosphere.

Additional activities and accounting under Article 3.4

Eligible activities:

- ❖ Parties decide that a Party may include the following activities: grazing land management, cropland management and forest management (broadly defined land management activities), revegetation (narrowly defined activity).

Accounting:

- ❖ Parties recognize that the scale of the activities applied could lead to major modifications in the effort for Parties to meet the article 3 commitments.
- ❖ Therefore Parties decide that the contribution of additional activities under article 3.4, towards meeting a Party's target in the first commitment period shall be limited to 3 % of the Party's base year emissions.
- ❖ In addition Parties decide that accounting for additional activities shall take place in two distinguished intervals:

First interval (full crediting up to level of 3.3 debit)

- Parties recognize the unintended outcome of article 3.3, namely that countries who have an overall increase in their total forest carbon stock, may nevertheless have their assigned amounts reduced because of accounting and definitional conventions under article 3.3.
- Therefore, Parties decide that Parties may fully account for carbon stock changes and net GHG emissions in areas under forest management up to a level that is equal to the net debit incurred under the provisions of article 3.3, under the condition that the total forest carbon stock change since 1990 in that country compensates the net debit incurred under the provisions of article 3.3. This first interval shall not be more than 30 Mt CO₂.

Second interval (discounted crediting in remaining interval to factor out non-direct human induced effects and to address uncertainty)

- Parties decide that carbon stock changes accounted for in accordance with the provisions of article 3.4 shall, for the broadly defined management activities, exclude the effects of
 - indirect nitrogen deposition,
 - elevated CO₂ concentrations,
 - other indirect effects and,
 - (for forest ecosystems) the dynamic effects of age structure resulting from management activities before 1990
- Therefore, Parties shall apply a reduction of 30% to the net carbon stock changes and net GHG emissions that result from additional cropland and grazing land management activities and of 85% to the net carbon stock changes and net GHG emissions that result from additional forest management.

Additional activities under Article 3.4 in the second and consecutive commitment periods

- ❖ Parties decide that the CoP/moP shall, prior to the fixing of emission commitments for subsequent commitment periods, review the list of agreed additional activities for use in second and subsequent commitment periods, together with the rules, modalities and guidelines for their accounting.
- ❖ Parties further decide that accounting of carbon stock changes and net GHG emissions shall be limited to direct human induced changes on carbon stocks and net GHG emissions. Parties therefore establish a process to periodically review the approach taken with respect to factoring out, taking into account methodological work by the IPCC on this matter.

Implementation of Article 3.7

- ❖ Parties note that, for those Parties for whom land-use change and forestry constituted a net source in 1990, emissions and removals resulting from land-use change should be included in the 1990 emissions base year in accordance with the provisions of Article 3.7.
- ❖ Parties decide that eligibility to make use of this provision will be determined on the basis of a reviewed national inventory

LULUCF under the Clean Development Mechanism

- ❖ Parties agree that LULUCF activities can contribute to the two-fold purpose of the CDM. Parties therefore decide to include afforestation and reforestation under the CDM. However they also recognize the special concerns, which arise from implementing these projects.
- ❖ Parties decide that activities, preventing deforestation and land degradation, will not be eligible as credit generating projects under the CDM. However, these activities will be labeled as priority projects to be funded under the adaptation fund in order to address drought, desertification and watershed protection, forest conservation, restoration of native forest ecosystems, restoration of salinised soils.
- ❖ Parties recognize that accounting modalities and definitions for Article 3.3 may need to be modified, and that the issues of non-permanence, social and environmental effects, leakage, additionality and uncertainty should be properly addressed. LULUCF projects would also need to be in conformity with the objectives of other multilateral environmental agreements.
- ❖ Parties therefore decide to establish a process under the SBSTA to develop rules and modalities taking into account further methodological work by IPCC, where necessary, to deal with these issues.

***Box D. Policies and Measures, Compliance,
Accounting, Reporting and Review***

Policies and measures

- ❖ Parties decide to continue exchange of information on Policies and Measures.
- ❖ Parties decide to invite submissions by Annex I Parties on the meaning of demonstrable progress and the need for guidelines for reporting on this progress (Article 3.2 of the Kyoto Protocol) for SBSTA 14, with a view to have a further consideration at CoP-7.

Compliance: consequences of non-compliance with Article 3.1

- ❖ Parties decide that consequences for non-compliance with Article 3.1 should be agreed in advance and should not be subject to the discretion of the enforcement branch.
- ❖ Parties recognize that subtraction of excess emissions from a party's assigned amount for the subsequent commitment period against a penalty rate guarantees environmental integrity, provided that the adoption and the entry into force of the emission commitments for subsequent commitment periods are timely.
- ❖ Parties note that penalty rates will be an essential element of the compliance system. Although they will partly serve as an interest rate for the delays in the achievement of emission commitments, they should also be an incentive to comply and they should, therefore, be set at a relatively high level.
- ❖ Parties decide that emission commitments for the second commitment period should be adopted before the beginning of the first commitment period.
- ❖ Parties decide that, if a Party has been determined as being in non compliance with its commitments under Article 3.1, the enforcement branch should apply the following consequences:
 - Subtraction of excess emissions from the assigned amount of the subsequent commitment period.
 - Penalty rate should be set at 1.5 and be increased by 0.25 after the subsequent commitment period if the Party concerned is not in compliance at the end of the subsequent commitment period.
 - Parties concerned shall after determination of non compliance, develop and submit to the enforcement branch for its approval a compliance action plan setting out how they propose to meet their commitments in the subsequent commitment period.

Compliance: differentiation between Parties (in particular Annex I and non-Annex I)

- ❖ Parties decide that the mandate of the enforcement branch will be limited to obligations that are incumbent on Annex I Parties.
- ❖ There will be no eligibility requirements for non-Annex I Parties in respect of their participation in the CDM, recognizing that only Parties can participate in the CDM that have ratified the Kyoto Protocol and meet commitments under Article 12 of the Convention taking into account the availability of financial resources.
- ❖ There will be no differentiation between Annex I Parties and non-Annex I Parties in respect of the application of consequences by the facilitative branch.

Compliance: relationship between the COP/MOP and the Compliance Committee

- ❖ Parties decide that the role of the COP/MOP should be limited to giving general policy guidance to the Compliance Committee and that it should not intervene in individual cases.
- ❖ Parties decide that there is no need for an appeals procedure.

Mandates enforcement branch and facilitative branch

- ❖ Parties decide that the mandate of the enforcement branch covers quantitative emission commitments, eligibility requirements under Articles 6, 12 (only Annex I Parties) and 17.
- ❖ All other cases of non-compliance fall within the mandate of the facilitative branch, including Articles 2.3, 3.14, 5.1, 7.1, 7.2, 10 and 11, taking into account the character of commitments for Annex I and Non Annex I Parties.
- ❖ The facilitative branch shall be responsible for providing advice, facilitation to parties in implementing the Kyoto Protocol and promoting compliance of Parties with their commitments under the Protocol.

Compliance: composition of the Compliance Committee

- ❖ Parties decide to establish a Compliance Committee, which shall function through two branches namely a facilitative branch and an enforcement branch.

Facilitative branch

- ❖ Parties decide that the balance in the facilitative branch will be in accordance with current UNFCCC practices (equitable geographical representation of the five UN regional groups, taking into account interest groups as reflected by the current practice in the UNFCCC Bureau).
- ❖ Equal numbers of members from each of the five UN regional groups, plus one representative from the group of small island developing States.
- ❖ The facilitative branch shall consist of 11 members.
- ❖ Facilitative branch members shall make every effort to reach agreement on any proposed decision by consensus. Any decision shall, as a last resort, be adopted by a three-fourths majority vote of the members present and voting at the meeting.

Enforcement branch

- ❖ Parties decide that the balance in the enforcement branch will be in accordance with current UNFCCC practices (equitable geographical representation of the five UN regional groupings, taking into account the interest groups as reflected by the current practice in the UNFCCC Bureau).
- ❖ Equal numbers of members from each of the five UN regional groups, plus one representative from the group of small island developing States.
- ❖ The enforcement branch shall consist of 11 members.
- ❖ Enforcement branch members shall make every effort to reach agreement on any proposed decision by consensus. Any decision shall as a last resort be adopted by a:
 - Three-fourths majority vote of the members present and voting at the meeting
 - Double majority (majority as a whole and in annex I and non annex I).

Compliance: Legal basis, the form of adoption of the final result on compliance

- ❖ Parties decide that the adoption of the compliance system, including binding consequences, should be legally based on:
 - An agreement supplementing the Kyoto Protocol prior to its entry into force