

**Meeting of the Facilitated Group on Section L (*Procedural and Institutional provisions*)  
Tuesday, 1 September 2015**

**Initial clarifying questions on some paragraphs of the Co-Chairs' Tool**

**Proposed by the Co-Facilitators**

**Immunities (paragraph 47)**

What are Parties' views on the matter of immunities as a subject of an explicit provision in the 2015 Agreement?

**Entry into Force (paragraph 49.1)**

Taking into account the need to establish conditions for the entry into force that are clear and objectively verifiable, which conditions should be required for entry into force of the 2015 Agreement? Parties may wish to consider one or more of the following possible conditions:

- A minimum number of Parties to the Convention;
- A minimum number of certain categories of Parties to the Convention;
- A total or percentage of global greenhouse gas (GHG) emissions for a particular period (in which case, the source of information for such GHG emissions needs to be determined); and/or
- A specific date.

**Provisional application (paragraph 49.4)**

Should the matter of provisional application be the subject of an explicit provision in the 2015 Agreement or should it rather be left for the decision adopting the 2015 Agreement?

**Voting and Decision-making (paragraphs 54 and 55)**

Should the matter of voting and decision-making be the subject of explicit provisions in the 2015 Agreement or should it rather be left for further consideration by the governing body in conjunction with the work currently being undertaken by the COP on voting and decision-making procedures under the Convention?

**Depositary (paragraph 56)**

Should the holding and managing of the repository of country contribution documents be entrusted to the Depositary, taking into account that this function exceeds the normal depositary functions, or should it be mandated to another entity(ies)?

**Withdrawal (paragraph 58)**

Should the condition that the Party must have discharged itself from all duties connected to its current mitigation commitment be required for that Party to withdraw from the Agreement? If so, what modalities should be followed in order to confirm that the Party has discharged itself from such duties? Which entity(ies) should confirm to the Depositary that this condition has been fulfilled?