

**Joint submission by the Like-Minded Developing Countries (LMDCs) and the Arab Group
on the
Work Programme on Article 9.1**

The Like-Minded Developing Countries (LMDC) and the Arab Group jointly welcome the opportunity to provide inputs for the Work Programme on Article 9.1 established under Decision 1/CMA.7

At the outset, the LMDCs and Arab Group recall that Article 9.1 constitutes a mandatory obligation: *Developed country Parties shall provide financial resources to developing country Parties for both mitigation and adaptation, in continuation of their obligations under the Convention.* The LMDCs and the Arab Group view the Work programme on Article 9.1 is only the first step towards effectively operationalising the obligations on climate finance on Annex II Parties. The LMDCs and Arab Group will engage constructively in this process, considering the primacy of Article 9.1 in providing the resources for scaling climate action in developing countries.

The following must guide the Work Programme on Article 9.1:

- i. Primacy of the UNFCCC and Paris Agreement: All discussions must conform to the principles and provisions of the Convention and its Paris Agreement, especially Article 4.3, 4.4, 4.8 of the Convention, and Articles 2.2, 4.5, 7.13 and 9.1 of the Paris Agreement. The work programme should act as a house for those provisions that are yet to be fully realized through previous decisions relating to climate finance. The principles of equity and common but differentiated responsibilities and Respective Capabilities (CBDR-RC), in the light of different national circumstances, should guide the work programme. Discussions relating to Article 2.1c and the NCQG should be avoided so as to not prejudice ongoing and future deliberations on such matters.
- ii. The work programme under 9.1 should not be limited to a retrospective review of past finance flows but should also consider the extent to which developed country Parties are providing clarity, predictability and additionality regarding future flows under Article 9.1. Components included under Article 4.3 of the Convention, including the provision of financial support to the operating entities of the financial mechanisms, should be embedded within discussions and deliberations.
- iii. The Work programme on Article 9.1 should be grounded in a sound organisational foundation, with the modalities, format, and governance of the Work Programme being decided in a Party-driven, inclusive, balanced and transparent process, before turning to the substantive thematic pillars.

The views of LMDCs and the Arab Group are submitted in the following sequence: the views on the organisation of the Work programme, thematic pillars, and the outcomes expected.

1. Organisation of the Work programme on Article 9.1

1.1 Progressive Work Planning: The Work Programme should adopt a **structured approach** to its organisation, which can build trust and confidence in the process, to engage meaningfully, by keeping the Work Programme responsive to the actual discussions and preventing premature foreclosure of issues.

- i. Identify the substantive thematic pillars on which the discussions will be focused.
- ii. Design Workplan and Modalities for two years, including the agenda and expected outputs.
- iii. Set down the deliverables for COP/CMA and further action.

Deliverables will be to facilitate effective operationalisation of Article 9.1 to enable effective climate action by developing countries. The LMDCs and the Arab group expect the discussion to directly enrich the related processes set to take place in the coming years, including the 2nd Global Stocktake and Review of the Modalities, Procedures and Guidelines for the ETF.

1.2 Timeline and Outputs: A clear timeline that sets deliverables at different stages is imperative to ensure relevance and actionable outcomes. Following an agreed work plan, each deliverable, starting from 2026, will be consequential for the relevance of this Work Programme. The Work Programme would consist, on an annual basis, of **two technical dialogues, one high-level ministerial roundtable, with summary reports for consideration by Parties.**

The work programme will formally kick-off once the modalities are established, marking the start of the 2-years mandated in the Mutirão decision.

1.3 Role of the Standing Committee on Finance

- The Standing Committee on Finance is crucial for the work programme. Being party-driven, the SCF is best suited to provide substantive inputs and recommendations for consideration by the Parties when discussing matters relating to the Work Programme on Article 9.1.
- COP 31 should mandate annual reports from SCF to provide substantive inputs, with relevant recommendations, on the needs, gaps, quality, and quantity of climate finance provided to developing country Parties under Article 9.1, for the Parties' consideration.

2. Thematic Pillars and Subtopics

The Work Programme be organised around the following thematic pillars, each grounded in the legal architecture of the UNFCCC and the Paris Agreement.

Pillar 1: Legal, institutional and Systemic Foundation of Article 9.1 - The fact that Article 9.1 is not a new political aspiration under the Paris Agreement, but a continuation of the existing obligation of developed country Parties under the Convention, needs to be taken into account. This pillar, therefore, in view of the legal character of Article 9.1, should discuss the strong linkages of Article 9.1 with other articles and provisions of the Paris Agreement, including Article 3, 4, 6, 7, 8, 9, 10 and 11. The Paris agreement and its provisions are all premised on the fulfilment of the core obligation under Article 9.1.

Pillar 2: Assessment and Implementation of Articles 4.5, 7.13 and bridging the gap for finance for responding to Loss and Damage: Articles 4.5 and 7.13 of the Paris Agreement operationalise Article 9.1 by articulating the scale and nature of support required for mitigation and adaptation, while loss and damage, as recognised under Article 8, highlights an increasingly significant area of need that remains insufficiently addressed in climate finance flows at present. This pillar should cover the qualitative and quantitative assessments of climate finance being provided for mitigation, adaptation and loss and damage in line with articles 4.5, 7.13, 8, and 9.4.

Pillar 3: The lack of implementation of Article 9.1 hampers Private Finance and raises capital costs - The gap in Article 9.1 implementation also undermines accountability, predictability, affordability, and access for developing countries, leading to inadequate enabling environments to facilitate the mobilization of finance. The Work programme should explore the role of Article 9.1 in meeting the financial needs of developing countries and the role played by developed countries in catalyzing the mobilization of financial support to developing countries. This work programme also provides an opportunity to discuss the role of Article 9.1 in replenishments and contributions to the operating entities of the Financial Mechanism in the wake of a decline in Official Development Assistance and contributions towards climate change as well as barriers to direct and simplified access by developing countries to these institutions.

3. Overall Expectations: Outputs and Outcomes

Core Expectation: Operationalising Article 9.1

The LMDCs and Arab Group expect that the work programme will provide a structured and party-driven platform for parties to discuss in good faith within the framework of the UNFCCC and its Paris Agreement. The Work Programme would be key to delivering concrete implementation of Article 9.1 of the Paris Agreement.

One way of achieving this is to establish a standing follow-up mechanism under the CMA to monitor and periodically review, and identify gaps in the implementation of Article 9.1 obligations on developed country Parties beyond the two-year Work Programme.

In this regard, we do not see the work programme as a way of consolidating other agenda items on finance, but as a platform that provides the opportunity to focus on Article 9.1, breaking from past approaches that have ignored the core mandate of an article essential for providing and mobilising climate finance while making a clear distinction between the legal mandate and the externality in the form of mobilisation due to the implementation of the legal mandate.

Conclusion

The LMDCs and the Arab Group reaffirm that Article 9.1 is a legal obligation and a prerequisite for the full and effective implementation of the Paris Agreement. The Work Programme represents a critical opportunity to translate the political momentum of COP30 into binding, measurable progress on the provision of finance by developed countries to developing countries. We remain committed to constructive engagement and look forward to working with all Parties toward outcomes that are equitable, ambitious, and grounded in the legal architecture of the Convention and its Paris Agreement.