

COP21 and the Paris Agreement: Change and Status Quo

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Abstract

This essay examines the latest inter-state negotiations on climate change at COP-21 and argues that the Paris Agreement should be seen as neither a trivial blip in the governance of climate change nor as a radical turning point, as others have argued. While the Agreement attempts to innovate on past approaches to climate change governance in important ways, it also embodies existing methods as well as tensions within the system. Specifically, Nationally Determined Contributions, the cornerstone of the Paris Agreement, use national flexibility as a means to opt states in to committing to climate change mitigation. This conception of flexibility attempts to modify flexibility's long-standing purpose as a means for states to loosen or opt out of commitments. The Agreement also endorses a periodic review to ratchet up ambitions, which again attempts to craft a new role for flexibility. Despite these innovations, however, the Agreement misses an opportunity to clarify commitments under climate change finance, to usher in better differentiation within the developing world, and to endorse stronger accountability mechanisms.

Policy Recommendations

- Parties must develop robust and transparent mechanisms for review of states' commitments in order to ratchet up ambition and close the gap between the target of 1.5 - 2 degrees Celsius and existing national commitments.
- Parties should establish a uniform definition of climate finance and adopt standard accounting methods for both public and private financiers. This will help to ensure that progress toward the climate finance goal of \$100 billion in contributions a year until 2020 are counted adequately and fairly.
- Additional distinctions between members of the "developing country" category should be made for the purposes of climate change governance in a manner that does not penalize large emitters, but rather works to further protect the most vulnerable nations.
- Future COPs should aim to replicate the inclusive deliberative elements, such as Indaba meetings, which made consensus possible in Paris, with the understanding that any agreement that involves the majority of the states will need to compromise universal participation on every issue in the name of efficiency.

The Paris Agreement on climate change, which was adopted by the UNFCCC's COP-21, was signed by 177 parties on April 22 at the United Nations (UN).¹ The UN Secretary General Ban Ki-Moon has hailed the Agreement as "historic," emphasizing that it "promises to set the world on a new path to a low-emissions, climate resilient future." Similarly, President Obama has heralded the deal as a potential "turning point for the world." From this perspective, the approval of the Paris outcome document by 195 nations, including both the United States and China, is a landmark step in the global governance of climate change. But, others have been pessimistic in their assessments of the Agreement. [Dr. James Hansen](#), who is widely considered to be a leading scientist in climate change awareness, described the Agreement as "a fraud really, a fake" and "just worthless words." [Dr. Ilan Kelman](#), a professor at the University College London's Institute for Risk and Disaster Reduction was also skeptical of the Agreement, saying "the timescales and lack thereof are worrying. Little substantive will happen until 2020, while clear deadlines for specific targets are generally absent." Also unsatisfied with the deal was Indonesia's lead negotiator, [Nur Masripatin](#), who deemed it "very weak": "The deal is not fair...but we don't have more time, we have to agree on what we have now." As is usually the

case, however, reality lies somewhere in between these two different types of perspectives: while the Paris Agreement attempts to innovate on past approaches to climate change governance in important ways, it also embodies existing methods as well as tensions within the system.

Specifically, the Paris Agreement aims to create a novel role for rule and commitment *flexibility*. Up to now, flexibility in climate change agreements has been seen as an inevitable response to pervasive uncertainty, which stems from the fact that in this issue area "[i]nterests, power, information and beliefs are changing quickly" (Keohane and Victor [2011](#), 13). Such uncertainty makes states reluctant to agree to stringent rules with high sovereignty costs. Scholars have argued that the existing flexibility within climate change rules (that is, the leeway the countries have in meeting their commitments), has been a response to this uncertainty: with many unknowns, policy-makers have been reluctant to strongly tie their hands and have instead preferred loose commitments and potential exit routes. Thus, flexibility in climate change rules and commitments has traditionally allowed government officials potential opt-outs.

The Paris Agreement, however, challenges this notion by transforming flexibility from an opt-out

¹ COP stands for Conference of the Parties to the United Nations Framework Convention on Climate Change (UNFCCC). To be precise, on April 22, the Paris Agreement was opened to signing, but as a show of support 175 countries and the EU signed it on that very first day, leading Ban Ki-

moon to comment that "this is by far the largest number of countries ever to sign an international agreement on a single day" (www.cop21.gouv.fr/en, last access on July 8, 2016).

to an opt-in mechanism. Nationally Determined Contributions, the cornerstone of the Agreement, embrace national flexibility as a means by which states may opt-in to future emissions reductions and other long-term strategies for handling climate change. Further, the Agreement's endorsement of reviews every five-years makes the Agreement itself flexible, and this flexibility is intended as a means of ratcheting up commitments as opposed to scaling them back.

Despite this novelty, however, the Paris Agreement fails to clarify the ambiguity surrounding responsibilities in climate change finance, the definition of which remains unclear. This does not bode well for developing countries needing assistance. The Agreement also missed an opportunity to generate a new approach to *differentiation* that further distinguishes between Annex I countries of the Kyoto and developing countries. With greater differentiation of responsibilities and rights *within* the developing world, the Agreement could have better distinguished the position of the poorest and most vulnerable developing economies from the positions of fast-growing nations with more financial ability and a greater contribution to greenhouse gas emissions.

Before discussing these conclusions, the essay begins with an overview of the Paris conference, noting the atmosphere from within the COP and the procedural innovations heralded by the

French Presidency based on the authors' observations from the COP as well as participants' public statements. The essay ends with a forward-looking discussion of the key challenges and opportunities the Paris Agreement will face. Throughout, particular attention is paid to the evolution of the negotiations, which is useful beyond documenting one of the most important COPs. The evolution of the negotiations also provides an insight into the compromises and bargains struck. At the same time, it could potentially inform about tensions as well as points of convergence going forward.

The View from Paris

Many of the conversations witnessed by the authors of this essay at Le Bourget routinely applauded the COP as calm, orderly, and polite in comparison to past conferences. Despite unprecedented COP attendance (total participation increased from 11,185 at COP-20 in Lima to 30,372 in Paris), the French Presidency still managed to maintain a congenial and efficient conference. In her closing address, the Executive Secretary of the UNFCCC, Christiana Figueres, told the audience, "Having seen these COPs from inside the belly of the beast, I can tell you that this was the most tightly run COP ever in history."

Beyond diplomatic tenor, in plenaries and press conferences, COP President Laurent Fabius called

for fairness in the Agreement, repeatedly using the words “balance” and “equity.” According to many, he backed his rhetoric with action by adjusting the procedure of consultations among countries and adding additional meetings for small delegations to discuss the most pressing issues. The formation of the Paris Committee, an open-ended, informal grouping of all Parties that aimed to overcome differences in the production of draft agreements, further bolstered the conference’s transparency.

The emphasis on inclusiveness appeared to be an intentional shift from the format of previous COPs, when negotiators relied predominantly on exclusive deliberations behind closed doors. Surely, there were closed doors in Paris too, but even smaller meetings did not necessarily come at the expense of more open formats. For instance, many meetings adopted the more accessible Indaba format. Indaba meetings are based on a traditional conference style of the Zulu, or Xhosa, tribes in South Africa. They are designed to provide a space for all views to be shared while still allowing a small group of leaders to maintain decision-making power. This format was first utilized by the UNFCCC in Durban. In Paris, most Indabas were led jointly by foreign ministers from the global north and south, while Fabius himself led others. Throughout the meetings, Parties took turns sharing their own “red lines.” Most Indabas were open to a wide range of delegates, even those

who were not directly involved in the negotiations.

The increased use of this format in Paris was heralded by many developing nations. At the December 9 Paris Committee Meeting, a delegate from Egypt, speaking on behalf of the African Group, said the format was integral to “unlocking key political issues.” Delegates from Costa Rica, Nigeria, Venezuela, and the Democratic Republic of the Congo, among others, echoed this sentiment. For many, these procedural changes gave a meaningful nod to sovereign equality, which is supposed to undergird the United Nations process. They also helped, according to some spectators at least, to level the playing field for different states with different capabilities and varying vulnerabilities.

Notably, these procedures also offered pragmatic solutions for overcoming the slow, low yield nature of consensus decision-making seen in the UNFCCC and elsewhere in the international system (e.g., the World Trade Organization). To this extent, Paris’ procedural innovations may demonstrate a new approach to combatting negotiation gridlock.

Flexibility as a Mechanism of Opt-In

Intended Nationally Determined Contributions (INDCs), which are referred to as Nationally Determined Contributions in the final text of the Paris Agreement, provide a clear example of how

flexibility can be a means of inducing states to think and act toward curbing climate change.² INDCs essentially comprise states' plans, crafted by national policy-makers, most often in consultation with non-state actors (such as NGOs and business groups), to reduce emissions and address most pressing environmental concerns. INDCs give countries significant leeway in determining how they will achieve this goal. For instance, China and India have chosen energy intensity goals, while the USA and the EU have emission targets. Parties are also allowed flexibility in choosing the base year for such goals.

At first look, INDCs seem to fit the existing, pre-Paris notion of flexibility – their inherent leeway appears to reduce the costs of the agreement and provide a potential exit for states. The flexibility built into pre-Paris commitments has primarily been a response to different types of uncertainty surrounding the climate change issue. Political uncertainty, for instance, means that after agreeing to climate change mitigation commitments, “government[s] would change many times over the decades, and political priorities would almost certainly change as well,” which invites time inconsistency problems with a high risk of backsliding on earlier commitments (Bernauer [2013](#), 425; also Hovi et al [2009](#)). Beyond such political considerations, further

uncertainty stems from the unpredictable nature of technological change. Such uncertainties, in turn, make states reluctant to make firm commitments. In this context, flexibility within the global climate change regime has been used to “lower[] the costs of an agreement” (Thompson [2010](#), 275). For example, Kyoto Protocol's Clean Development Mechanism (CDM) permits countries party to the Kyoto Protocol's Annex I to reduce their emissions by getting Certified Emission Reductions (CERs) through their projects in developing countries (Bernauer [2013](#); Flues et al [2010](#)). Thus, there is flexibility in how mitigation commitments can be met. As a result, flexibility has come to serve primarily as a potential opt-out mechanism to make climate change agreements, with their economic and political costs, seem less onerous.

A closer look, however, reveals that INDCs attempt to advance a different role for flexibility. First, instead of giving states a potential exit option, INDCs are aiming to create an entry option. Given that 188 parties have submitted INDCs, this entry option appears to be working. While in the past UNFCCC agreements have been struck and then padded with flexibility provisions to reduce the aforementioned perceived costs, INDCs' flexibility offers a path for states to scale up their commitments. Put differently, flexibility comes before the commitments and not the

² INDCs were officially recognized in 2013 at COP19, where [Decision 1/CP.19](#), 2(b) called for Parties “to initiate or intensify domestic preparations for their intended nationally determined contributions...and to communicate them well in

advance of the twenty-first session of the Conference of the Parties...”.

other way around, as has been the case in the past. In this regard, they shift the political concern away from “how do I insure myself against changing circumstances?”—given the pervasive uncertainty—to actually coming up with commitments.

Second, while pre-Paris flexibility was largely about “means flexibility,” post-Paris, there is also “transformative” flexibility (Thompson [2010](#)). Means flexibility denotes states’ “ability to meet commitments in a variety of ways”, as in the emissions credit of the CDM (Thompson [2010](#), 281). Transformative flexibility, however, means that as circumstances change, the agreement changes with it. Decision 1/CP.20 foresees that Parties communicate new INDCs by 2020 and every five years after that. Within these plans, countries are also supposed to justify their national contribution as “fair and ambitious” while contributing to the goal of limiting global warming ([FCCC/CP/2015/10/Add.1](#), paragraph 27). The regular updating of countries’ INDCs provides the opportunity for parties to scale up their commitments in accordance with changing economic realities and advancing technological innovation (likely through forest mitigation actions, expanded use of renewables, and increased emphasis on industry and transportation efficiency). Importantly, Article 4.3 of the Agreement states that “Each Party’s successive nationally determined contribution will represent a progression beyond the Party’s then current nationally determined contribution

and reflect its highest possible ambition...” ([FCCC/CP/2015/10/Add.1](#)). Along these lines, Article 4.11 notes that while INDCs may be adjusted, the goal of adjustment should be to enhance their level of ambition. Other features of INDCs also suggest that they are designed with the intention of scaling up commitments, as opposed to providing a carousel ride, where states can jump on and off as they wish. For example, INDCs need to “strive to include all categories of anthropogenic emissions or removals” or justify any exclusions, while also following common methodologies and metrics ([FCCC/CP/2015/10/Add.1](#), paragraph 31). All in all, although current INDCs still forebode 3+ degrees of additional warming from pre-industrial levels (well above COP-21’s 1.5 and 2 degree targets), their structure offers a framework for increasing international ambition while maintaining national flexibility. In other words, INDCs use flexibility as a means to make and then increase commitments.

Third, the Paris Agreement endorses a five-year review process, which is known as the “global stocktake.” As Fabius said at the close of COP-21, the review process enhances the Agreement’s future potential and “makes reducing greenhouse gas emissions everyone’s responsibility.” The stocktake will not assess specific nations’ progress, but rather will serve as a general analysis of “progress towards achieving the purpose of th[e] Agreement and its long-term goals” ([FCCC/CP/2015/10/Add.1](#), Article 14,

paragraph 1). The stocktake specifically aims to assess technological advancement, garner enthusiasm for further climate action, and inform the updating and enhancing of national commitments ([FCCC/CP/2015/10/Add.1](#), Article 14). Thus, the “global stocktake” complements the flexibility within the INDC system so as to encourage parties to ratchet up their commitments on a regular basis. Moreover, the entire Agreement’s implementation and compliance will be overseen by a technical committee. This committee will be elected by the COP and will comprise twelve members representing different UN regions. The group is to have “recognized competence in relevant scientific, technical, socioeconomic, or legal fields” ([FCCC/CP/2015/10/Add.1](#), paragraph 102). Overall, these provisions of the agreement fortify the role of flexibility as a means to opt-in.

Whether flexibility will fulfill its intended goal within the Paris Agreement remains to be seen. Discussions at COP-21 regarding monitoring and compliance suggest that countries still value flexibility as an opt-out mechanism and remain fearful of sovereignty costs. Many countries maintained skepticism about multilateral mandates and inspections throughout the negotiations, even though such transparency and accountability will be critical to the Agreement’s enforcement. As an example, during the Paris Committee meeting following the release of the first draft text, a delegate from Saudi Arabia incredulously posed a question to

his fellow representatives: “Who judges us and our capacities to do things?” The Chinese delegation, though notably silent on the issue during plenary meetings, was rumored to have also adamantly resisted accountability provisions, particularly in sections regarding the international review of emissions.

Also revealing traditional concerns about sovereignty costs, Article 13, which discusses transparency, diminished in scope as the COP progressed. Both the [December 9](#) and [10](#) drafts of the Agreement included provisions requiring countries to report: anthropogenic emissions, emissions projections, actions taken to build resilience and reduce vulnerability, and progress on both mitigation and nationally determined contributions. By December 12, only anthropogenic emissions and nationally determined contribution reporting remained in the final Agreement. The draft texts included an option for the review process to “result in a conclusion with consequences for compliance”, but this added accountability measure was omitted from the final text ([December 10 draft](#), Article 9, paragraph 7, Option 2). This decision, though protective of high polluting advanced and emerging economies’ policy sovereignty, poses a danger to the survival of the most vulnerable nations, which face dire consequences if commitments are not met.

Nonetheless, Article 13 makes a clear commitment to transparency. In addition to

information on anthropogenic emissions and any “information necessary to track progress made in implementing and achieving” nationally determined contributions, [Article 13](#) invites countries to provide information on “climate change impacts and adaptation”. Further, it states that both countries providing and receiving climate finance should report these numbers. Crucially, a technical expert review will cross-check all the information communicated by the Parties against the Parties’ stated commitments under their INDCs. Based on this comparison, the review will recommend improvements. The expert review and recommendations will rely on the “common modalities, procedures and guidelines” developed by the Parties to the Paris Agreement at its first meeting. Thus, it is imperative that the methods created for evaluation are transparent, robust, and devoid of loopholes themselves.

There are other positive signs that flexibility will indeed be interpreted not as the legal means of wiggling out of commitments, but rather as a way of achieving and enhancing those commitments. Many countries have already begun to take individualized paths to fulfill their INDCs. For instance, China’s 13th five-year plan, released in March, set a goal for the country to reduce carbon intensity 48 percent from 2005 levels by 2020.

This target exceeds the government’s original reduction target of 40 to 45 percent and has already prompted new national directives to curb coal power plant production. In [India](#), the Ministry of New and Renewable Energy recently approved six new solar park projects. And at a June [NAFTA](#) meeting, the United States, Mexico, and Canada set a joint target of 50 percent clean energy by 2025. The three countries have also promised to cut methane emissions from existing oil and gas systems 40 to 45 percent by 2025.

Status quo maintenance

Despite its innovative procedures and the revamped role for flexibility, however, the Paris Agreement also promises more of the same. This is seen most clearly in both the progression of the negotiations and their outcomes on two crucial areas: climate finance and differentiation.

Paris reproduced an ambiguous and unproductive status quo regarding climate finance, specifically the determination of which countries will be responsible for funding climate finance and which countries will be able to use the funds for mitigation and adaptation. Throughout COP-21, this process of delineating funding responsibilities created divisions across and within many negotiating blocks.³

³ For a closer look at the definitional issues surrounding climate finance, see [UNCTAD](#) (2015). As that paper notes, UNFCCC documents foresee “new and additional” climate finance, but what that actually means remains open to debate. Related to this issue is the confluence of general development

aid and specific climate finance, which many observers consider problematic.

Importantly, financing appeared to create a rift within the G77 + China, which spoke with what approximated a single voice on almost all other major issues. At the Paris Committee meetings, the group's rapidly developing countries, like India, vocally opposed provisions that would require them to provide funding based on economic ability, since their historical emissions have been significantly less than those from rich countries. In contrast, least developed countries within the G77 + China, such as Angola, sought increases in finance commitments from all capable countries. On this issue, the LDCs aligned, at least partially, with advanced industrialized nations, which wanted more substantive finance commitments from richer developing countries as well.

The stable divisions on this issue led to the relatively bland final wording on climate finance: "Developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention," and adding that "Other Parties are encouraged to provide or continue to provide such support voluntarily" ([FCCC/CP/2015/10/Add.1](#), Article 9). Furthermore, the sections on climate finance and technology transfer lost all mention of verification in the [December 10 draft](#), and the final Agreement, as just noted, merely encouraged that nations report on the progress of these commitments.

On the one hand, the Paris Agreement establishes a responsibility to distribute, asking developed economies to assist developing ones. By 2020, developed countries are supposed to provide \$100 billion in climate finance annually. This total amount can come from a mixture of public and private sources and can be financed bilaterally or multilaterally ([UNEP 2016](#), Chapter 3). On the other hand, many of these contributions are voluntary, and richer developing countries are absolved of responsibility in this area. There is no specificity as to which countries will be required to contribute funds, how much they are expected to contribute, or when their funds must be distributed. And, debates about what qualifies as climate change finance and its differentiation from development aid are ongoing. As one recent work has put it, "it is clear that the Paris Climate talks have not generated genuinely new actions and targets on climate change financing to developing countries beyond 2025" ([Becault and Marx 2016](#), 17). Even worse, a recent UNEP report identifies a growing "adaptation finance gap," defined as "the difference between the costs of, and thus the finance required, for meeting a given adaptation target and the amount of finance available to do so" ([UNEP 2016](#), see especially Chapter 5).

That said, again, there is budding evidence that states are ready to take climate finance seriously. In November 2015, ahead of the Paris conference,

the Green Climate Fund (GCF), which aims to fund mitigation, adaptation, technology transfer, and capacity-building projects in developing countries, approved its first set of investments. The Parties adopted the GCF as a financing mechanism of the UNFCCC at the end of 2011, and its independent Secretariat began working in 2013, but the institution did not become effective until May 2015, when its funding threshold was met.⁴ Most of the aforementioned \$100 billion in yearly climate finance mandated by the Paris Agreement is expected to go through the GCF. As of May 2016, the Fund signed agreements with states and areas (including Paris, Wallonia, Flanders, and Brussels) for more than 90 percent of its pledged funds of just over \$10 billion.⁵ Also boding well for climate finance, Article 9.4 of the Paris Agreement states that “[t]he provision of scaled-up financial resources should aim to achieve a balance between adaptation and mitigation”, which is seen as a victory for developing countries that have long wanted to see adaptation and mitigation receiving equal consideration ([UNEP 2016](#), 3).

Finally, the Paris Agreement missed an opportunity to add more layers to the differentiation between advanced and developing countries already endorsed in the climate change regime. Especially since the 2011

negotiations in Durban, there have been increasing calls from both within and outside of the UNFCCC to revisit differentiation with a clearer recognition of differential capabilities and responsibilities within/across Annex I and Annex II countries (e.g., Winkler and Rajamani [2013](#)). On the upside, as implicit differentiation, the Paris negotiations progressed to endorse the Small Island Developing States’ concerns regarding temperature thresholds. Prior to the talks, Parties’ expressed intent was to reach an agreement at 2 degrees, but as negotiations began, Small Island Developing States, along with other members of the Climate Vulnerable Forum and many vocal NGOs, insisted on a shift to 1.5 degrees. Three days before the conclusion of the talks, the [December 9 draft text](#) included three options for the ambition of the long-term temperature goal. First, “below 2 °C above pre-industrial levels,” second, “well below 2 °C above pre-industrial levels [and to [rapidly] scale up global efforts to limit temperature increase to below 1.5 °C] [while recognizing that in some regions and vulnerable ecosystems high risks are projected even for warming above 1.5 °C],” and finally, “below 1.5 °C above pre-industrial levels”.⁶ December 12’s final text represented a compromise among these choices, aiming to hold “the increase in the global average temperature to well below 2 °C above pre-

⁴ Up to that point, the Global Environmental Facility was the UNFCCC’s main financing mechanism.

⁵ The information on the GCF in this paragraph is based on documents provided on the institution’s [website](#).

⁶ At COPs, bracketed language indicates potential wordings that the Parties are still debating.

industrial levels and to pursue efforts to limit the temperature increase to 1.5 °C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change" ([FCCC/CP/2015/10/Add.1](#)). The recognition of 1.5 °C was a nod, albeit a relatively subdued one, to the most vulnerable countries within the developing country grouping. Additionally, the text distinctly refers to least developed countries and small island nations in some key Articles, thereby reaffirming their special status within the UNFCCC: Article 4 recognizes the voluntary nature of these countries' contributions to mitigation efforts, Article 9 underscores their special need for financing, and Articles 11 and 13 highlight their particular need for capacity building.

Yet, further differentiation among developing countries was missed. Early drafts of the Paris Agreement had aimed to get the fast-growing developing countries to agree to "undertake *diversified enhanced mitigation*" ([December 9 draft](#), Article 4, Option 1). However, the final December 12 text called for developed countries to simply continue absolute reductions, as most are currently making. And although the Agreement does call for all countries to peak emissions "as soon as possible," it only encourages developing countries "to move over time towards economy-wide emission reduction" in line with national capabilities ([FCCC/CP/2015/10/Add.1](#), Article 4, paragraph 4). Furthermore, the lack of differentiation within

the "developing country" category means that, despite being the world's largest emitter, China is not obligated to provide regular, verifiable emissions reports to the UN. Throughout negotiations, China is said to have fought to remove text that would require the review and updating of its (and other rapidly emerging economies') "developing country" designation. This, again, brings to the fore questions of differentiation within country groupings, not just across them.

That the Paris Agreement largely keeps fast-growing emerging economies off the hook means that it is continuing with existing definitions of differentiation. A more vulnerability- and capability-sensitive notion of differentiation could do more to protect the poorest countries. Further differentiation could also serve to address the problem that, despite their low historical emissions, some fast growing emerging economies are among today's largest polluters. This tension is inescapably relevant for climate change mitigation now and in the future. As others have argued, "[m]ore nuanced interpretations" of common but differentiated responsibility are needed (Winkler and Rajamani [2013](#), 7). However, despite calls for finer differentiation regarding the existing categories of countries pre-Paris (Michaelowa [2015](#)), actual progress appears minimal given the entrenched notion of historical responsibility as well as the continuing inequalities between advanced and rapidly developing countries. A possible way

around this problem could be to shift the focus away from states and towards regions and individuals– differentiating the most vulnerable individuals and regions within countries in addition to identifying variation in vulnerability across countries.

Concluding Thoughts

Overall, the Paris Agreement endorses policy innovations such as nationally determined contributions, which see flexibility as the pathway to meaningful climate change governance. It also re-affirms the role of the UNFCCC as the “umbrella” institution, which some considered to remain unfulfilled pre-Paris (Keohane and Victor [2011](#), 19). COP-21 reinforced the central role of the UNFCCC in global climate governance. The institution will now serve not only as a repository for countries’ national plans for climate change, but it will also oversee these plans’ implementation through periodic reviews and a technical committee. In such respects, the UNFCCC’s informational role, which is key to facilitating cooperation among countries, is boosted.

Yet, undoubtedly, the Paris Agreement faces formidable implementation challenges. As is well known, the US Congress is recalcitrant on this issue, but a business movement for clean energy, spearheaded by Bill Gates and his Breakthrough Energy Coalition is increasing its voice. An additional challenge is that even if the

federal level is on board, in both the USA and China, sub-national units have a great deal of autonomy in determining environmental policy, which raises questions about the efficacy of federal level efforts. This said, some of those units have spearheaded their own climate change mitigation policies. As yet another challenge, the Paris approach puts faith in countries’ emission reduction contributions to grow at a rate robust enough to close the current emissions gap in time. The Paris review process and peer accountability between states need to closely monitor this “emissions gap” and follow through with the Agreement’s promise to ratchet up ambition. Perhaps, the extraordinary civil society and media attention these COP talks garnered will help ease Paris’s way.

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References

Becault, Emilie and Axel Marx. 2016. “The Global Governance System for Climate Finance: Towards Greater Institutional Integrity?” Working Paper No. 173. Leuven, Belgium. Leuven Centre for Global Governance Studies.

Bernauer, Thomas. 2013. "Climate Change Politics." *Annual Review of Political Science* 16: 421-448.

Flues, Florens, Michaelowa, Axel, and Michaelowa, Katharina. 2010. "What determines UN approval of greenhouse gas emission reduction projects in developing countries?" *Public Choice*, 145(1-2), 1-24.

Hovi, Jon, Detlef F. Sprinz and Arild Underal. 2009. "Implementing Long-Term Climate Policy: Time Inconsistency, Domestic Politics, International Anarchy." *Global Environmental Politics* 9(3): 20-39.

Keohane, Robert O. and David G. Victor. 2011. "The Regime Complex for Climate Change." *Perspectives on Politics* 9(1): 7-23.

Michaelowa, Axel. 2015. "Opportunities for and Alternatives to Global Climate Regimes Post-Kyoto." *Annual Review of Environmental Resources* 40: 395-417.

Thompson, Alexander. 2010. "Rational Design in Motion: Uncertainty and Flexibility in the Global Climate Regime." *European Journal of International Relations* 16(2): 269-96.

UNCTAD (2015). "'New and Additional' Climate Finance: A Continuing Lack of Clarity" Policy Brief, No.41.

UNEP 2016. The Adaptation Finance Gap Report 2016. United Nations Environment Programme (UNEP), Nairobi, Kenya.

Winkler, Harald and Lavanya Rajamani. 2013. "CBDR & RC in a regime applicable to all." *Climate Policy*, Published Online: 03 June 2013.