

**Projeto Fortalecimento do Financiamento para a mitigação no
Brasil orientado para a gestão de resultados (BR-T1310)**

**Componente 1 “Avaliação de sistemas de mensuração, reporte e
verificação (MRV)”**

***Relatório de condução e preparação de
workshops sobre exigências de MRV
de ações de mitigação e de
financiamento***

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Produtos 7 & 8

18 de novembro de 15

Versão sobre o workshop “realizado” em outubro de 2015

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1. Introdução

O objetivo da Cooperação Técnica (CT) à qual esta contratação está ligada é apoiar o Governo Brasileiro, através do Ministério do Meio Ambiente (MMA), para fortalecer a eficiência e a eficácia do financiamento de ações de mitigação no Brasil. Espera-se que este objetivo seja alcançado através das seguintes atividades: (i) avaliação dos acordos financeiros, relatórios e sistemas de MRV usados pelo Brasil e pelo Fundo Clima em comparação com as melhores práticas internacionais, dentro das exigências de MRV da CQNUMC; (ii) avaliação das necessidades e lacunas dos compromissos financeiros, ações e contribuições domésticas de mitigação gerenciados pelo Brasil e por outros países relevantes (pré-2020 e pós-2020); e (iii) preparação de uma proposta completa de arrecadação de fundos para realizar ações complementares a esta cooperação técnica (CT).

1.1 Objetivos e atividades da Consultoria

Os objetivos da consultoria são: I) propor as bases técnicas necessárias à avaliação dos sistemas de MRV (de ações de mitigação e de financiamento) atualmente utilizados pelo Governo Brasileiro, de forma a permitir a comparação desses sistemas com as melhores práticas usadas no Brasil e no Exterior, desenhando propostas de melhoramento a serem adotados pelo Brasil; e II) coordenar demais contratuais do projeto a fim de garantir a uniformização técnica dos resultados.

Para atingir tais objetivos, as principais atividades da consultoria serão:

- A. Avaliação dos sistemas de MRV (de ações de mitigação e de financiamento), através de:
 - a. Revisão da literatura científica e não científica;
 - b. Pesquisa de campo (i.e. entrevistas com as principais partes interessadas que possam fornecer informações relevantes);
 - c. Estabelecimento de uma proposta de metodologia e critérios que avalie os sistemas de MRV utilizados no Brasil e as melhores práticas no exterior;

- d. Elaboração de relatórios com os resultados da pesquisa e resultados da metodologia de avaliação;
 - e. Durante o(s) workshop(s), comunicação dos resultados da pesquisa à equipe envolvida na CT e às partes interessadas.
- B. Participação em workshops:
- a. Auxiliar na organização e participar de workshop(s) com especialistas para discutir sistemas de MRV (de ações de mitigação e de financiamento);
 - b. Elaborar relatório(s) sobre o(s) workshop(s);
 - c. Participar de outros workshops sobre o assunto desta consultoria, se necessário.
- C. Publicação dos resultados:
- a. Compilação dos resultados da pesquisa e do(s) workshop(s) numa publicação.

1.2 Produtos da Consultoria

Os resultados das atividades acima listadas serão apresentados nos seguintes produtos (definidos no Termo de Referência de contratação da Consultoria):

- **Produto 1:** Plano de trabalho detalhando os prazos e estratégias a ser adotados para entregar o produto final desta consultoria; assim como propostas de Termos de Referência para os demais contratuais do Projeto.
- **Produto 2:** Estudo técnico crítico com proposta de metodologia e critérios a serem utilizados para a avaliação da arquitetura de sistemas de **MRV de ações de mitigação** em âmbito nacional e internacional tendo como base as melhores práticas nacionais e internacionais e as exigências da CQNUMC.
- **Produto 2.1:** Proposta de Estrutura de Relatório de avaliação de sistemas de MRV de ações de mitigação (a ser aplicado pelo Contratual 2)
- **Produto 3:** Estudo técnico crítico com proposta de metodologia e critérios a serem utilizados para a avaliação da arquitetura de e sistemas de **MRV de financiamento** em âmbito nacional e internacional tendo como base as melhores práticas nacionais e internacionais as exigências da CQNUMC.
- **Produto 3.1:** Proposta de Estrutura de Relatório de avaliação de sistemas de MRV de financiamento (a ser aplicado pelo Contratual 2)
- **Produto 4:** Estudo técnico crítico com proposta de metodologia e critérios a serem utilizados para a avaliação de acordos financeiros utilizados pelo Fundo Clima tendo como base as melhores práticas nacionais e internacionais.
- **Produto 5:** Relatório propositivo (político) contendo proposta de estrutura/fluxo de funcionamento de um sistema de **MRV de ações de mitigação** brasileiros com base nos achados dos produtos do Contratual 2.

- **Produto 6:** Relatório propositivo (político) contendo proposta de estrutura/fluxo de funcionamento de um sistema de **MRV de financiamento** e para ampliação da eficiência do Fundo Clima com base nos achados dos produtos do Contratual 2.
- **Produto 7:** Relatório de condução e preparação de workshops sobre exigências de **MRV de ações de mitigação**.
- **Produto 8:** Relatório de condução e preparação de workshops sobre **MRV de financiamento**.

O presente relatório refere-se aos Produtos:

- **Produto 7:** Relatório de condução e preparação de workshops sobre exigências de MRV de ações de mitigação, “realizados” em **outubro de 2015**.
- **Produto 8:** Relatório de condução e preparação de workshops sobre MRV de financiamento, “realizados” em **outubro de 2015**.

2. Workshops de MRV de ações de mitigação e financiamento

2.1 Proposta inicial de organização dos workshops

De acordo com o plano de trabalho proposto, os workshops do Projeto seriam realizados no formato de “**side events**” com a participação do Consultor (responsável pela condução do workshop e realização de apresentações sobre o Projeto); Contratual 2 (responsável pela análise internacional e conseqüentemente pela coleta e sistematização de informações geradas durante o workshop); representantes do MMA e BID e convidados nacionais e/ou internacionais que possam contribuir para os debates (com apresentações e/ou comentários).

Os workshops seriam realizados durante o período de negociação da Convenção Quadro das Nações Unidas sobre Mudança do Clima (CQNUMC), mais precisamente durante a:

- a. **10ª Parte da 2ª sessão do *Ad Hoc Working Group on the Durban Platform for Enhanced Action (ADP)* entre 31 de agosto e 4 de setembro de 2015, na cidade de Bonn – Alemanha.** Neste workshop seriam apresentados os objetivos e atividades do Projeto com o intuito de identificar e estabelecer relações com atores-chave internacionais, de forma a subsidiar as pesquisas necessárias para a elaboração dos Produtos 2, 2.1, 3, 3.1 e 4;
- b. **11ª Parte da 2ª sessão do ADP entre 19 e 23 de outubro de 2015, na cidade de Bonn – Alemanha.** Neste workshop serão apresentados os resultados preliminares do Projeto, com foco especial no Produto 4, com o intuito de coletar sugestões de modificações, complementações e/ou melhorias;
- c. **21ª sessão da Conferência das Partes (COP 21) da CQNUMC entre 30 de novembro a 11 de dezembro de 2015, na cidade de Paris – França.** Neste workshop espera-se apresentar resultados mais avançados do Projeto, a serem definidos futuramente.

2.2 Resultados do workshop (outubro de 2015)

Em consulta realizada com o secretariado da CQNUMC, foi informado de que a 11ª parte da 2ª sessão do ADP não teria “*side-events*”. Além disto, ficou decidido pelo MMA e BID que o Contratual 2 não iria mais auxiliar na realização dos workshops, ficando limitado a coleta de análise de dados para MRV de mitigação e financiamento climático. Diante disto optou-se por não organizar um workshop próprio, mas sim pela participação em evento relacionado ao tema que ocorreram durante o período da sessão do ADP, assim como realização de reuniões em Brasília para a coordenação do Projeto e alinhamento metodológico:

- a. 19ª Reunião da “*International Partnership on Mitigation and MRV*”;
- b. Reuniões de coordenação e alinhamento metodológico.

2.2.1 19ª Reunião da “*International Partnership on Mitigation and MRV*”

A “*International Partnership on Mitigation and MRV*” foi criada em 2010, a partir de uma iniciativa da Alemanha, África do Sul e Coréia do Sul. O objetivo da *Partnership* é apoiar a troca de informações e experiências de atividades de mitigação e de MRV entre países desenvolvidos e em desenvolvimento. Aproximadamente 70 países participam da iniciativa¹.

No dia 20 de outubro foi realizada em Boon, a 19ª Reunião da *Partnership*, com foco em:

- (a) *Options on support for transparency of action in developing countries*
- (b) *Managing the transition to a new transparency framework*
- (c) *The scope / focus of work programs on TAS in the period 2016 – 2019.*

¹ Para saber mais consulte: <http://mitigationpartnership.net/>

2.2.2 Reuniões de coordenação e alinhamento metodológico

Nos dias 02 de outubro e 06 de novembro de 2015 foram realizadas em Brasília reuniões de coordenação e alinhamento metodológico com a participação de representantes do MMA e BID, assim como consultores contratados para o Projeto. A tabela a seguir apresenta os principais resultados destas reuniões.

Reunião 02/10	Reunião 06/11
<ul style="list-style-type: none"> • Os Produtos 2, 2.1, 3 & 3.1 do Contratual 1 serão revisados com base nos resultados obtidos através da aplicação dos questionários pelos Contratuais 2 (financiamento climático e mitigação); • Serão agendadas reuniões entre o Contratual 1 e os Contratuais 2 para esclarecimentos sobre o Projeto, apresentação e explicação dos questionários; • A elaboração do Produto 4 (“Fundo Clima”) será postergada até a realização da apresentação dos resultados da pesquisa que está sendo realizada pela CEPAL a pedido do Fundo Clima, para que o Contratual 1 possa identificar eventuais sinergias entre as duas iniciativas. 	<ul style="list-style-type: none"> • Os questionários propostos para a aplicação pelos Contratuais 2 devem servir de guia para a pesquisa e entrevistas, sendo que as perguntas formuladas podem ser “adaptadas” para melhor entendimento e aplicação diante da realidade de cada entrevistado; • Os questionários preenchidos serão enviados ao Contratual 1 até o dia 13/11; • Os questionários deverão ter um campo para indicar necessidade de confidencialidade das informações; • Os relatórios preliminares dos Contratuais 2 serão entregues em 23/11 para o Contratual 1 que irá interagir com o BID e MMA para comentários e sugestões; • Os relatórios dos Contratuais 2 deverão ser finalizados até dia 30/11; • Os relatórios dos Contratuais 2 terão foco na análise crítica dos resultados das pesquisas e entrevistas combinado com a experiência de cada consultor; • Eventuais pesquisas e/ou entrevistas realizadas durante ou após a COP 21 não serão incluídas nos relatórios dos Contratuais 2, mas servirão de subsídio

Reunião 02/10	Reunião 06/11
	<p>independente para as próximas etapas do Projeto;</p> <ul style="list-style-type: none"> • A entrevista com o Ministério da Agricultura será marcada para depois da COP 21; • Os relatórios dos Contratuais 2 irão conter: <ul style="list-style-type: none"> ○ Introdução: Aborda o objetivo da pesquisa em apoio ao objetivo maior do Projeto; ○ Abrangência e limitações: Explica o universo de pesquisa e entrevistas e limitações de interpretação e uso dos resultados, confidencialidade, etc.; ○ Descrição de cada uma das ações investigadas pela pesquisa e/ou entrevistas naquilo que forem mais relevantes ao propósito do estudo; ○ Análise crítica dos resultados, ou seja, uma leitura de cada consultor sobre o resultado da pesquisa e entrevistas; ○ Anexos: questionários preenchidos; ○ Referências bibliográficas e lista de outras pessoas que contribuíram ao estudo.

3. Principais conclusões e recomendações

Como resultado da participação nos eventos acima listados pode-se concluir e/ou recomendar que:

1. Os resultados da pesquisa da CEPAL sobre o Fundo Clima será de fundamental importância para a elaboração do Produto 4 do Contratual 1, a fim de evitar eventuais duplicações e/ou sobreposições de resultados;
2. A aplicação dos questionários e análise dos mesmos pelos Contratuais 2 irá permitir a coleta de informações e experiências relevantes (dentro e fora do contexto da CQNUMC) que servirão de subsídios adicionais ao Projeto;
3. Além dos resultados da CEPAL e das informações e experiências coletadas e analisadas pelos Contratuais 2, **o Projeto deve se pautar principalmente pelas opções presentes nas seções:**
 - a. “Transparência de ações e suporte” (Seção J) do texto de negociação de Genebra²;
 - b. “Transparência” (Artigo 9) do texto de negociação proposto pelos *co-chairs* do ADP³; e
 - c. “Transparência” (Artigo 9) do texto resultante das negociações em Bonn⁴, que será utilizado como base para as negociações de Paris. Cabe ressaltar que este texto contém **opções sobre as quais o Brasil pode defender seus interesses específicos** para o sistema de MRV pós-2020⁵;
4. As recomendações a seguir são resultados de uma avaliação dos textos de negociação listados acima. As mesmas poderão ser revistas em função das

² Disponível em: <http://unfccc.int/resource/docs/2015/adp2/eng/01.pdf>

³ Disponível em: <http://unfccc.int/resource/docs/2015/adp2/eng/8infnot.pdf>

⁴ Disponível em: <http://unfccc.int/files/bodies/application/pdf/ws1and2@2330.pdf>

⁵ Estas opções estão indicadas (marcadas em amarelo) nos ANEXOS.

atividades subsequentes do Projeto e/ou comentários e sugestões de outros ministérios, em particular Ministério das Relações Exteriores (MRE) e Ministério da Ciência, Tecnologia e Inovação (MCTI):

- a. O **sistema atual de MRV (i.e. IAR/BR e ICA/BUR)** deverá servir de ponto de partida para o desenvolvimento do sistema de MRV pós-2020;
- b. Cabe ressaltar que na implementação doméstica do sistema de MRV pós-2020 deve-se **dar prioridade aos requisitos e demandas nacionais**, de forma que o cumprimento dos requisitos internacionais (i.e. “acordo de Paris”) seria uma consequência da operacionalização do sistema nacional de MRV e não o seu principal objetivo;
- c. O **“avanço” dos países em desenvolvimento** em termos de MRV irá depender das capacidades existentes e do nível de suporte recebido (i.e. financiamento, tecnologia e capacitação);
- d. O sistema de MRV pós-2020 deverá **abordar “ações” e “suporte”**, ou seja, tanto os resultados obtidos de mitigação, como o suporte oferecido deverão ser mensuradas, reportados e verificados (respeitando as diferenciações acima listadas, no caso de mitigação)
- e. As **modalidades e procedimentos para a operacionalização** do sistema de MRV pós-2020 podem ser elaboradas depois de Paris, através do estabelecimento de um programa de trabalho, preferencialmente no Órgão de Assessoramento Técnico-Científico (SBSTA);
- f. É necessário decidir qual seria a **melhor abordagem para adaptação e para o suporte recebido**; em particular, quais seriam as “obrigações” aceitáveis de MRV para estes dois itens;
- g. As **obrigações de MRV e a linguagem do Artigo 9 (“Transparência”)** deverão ser consistentes com as obrigações e linguagens utilizadas em outros artigos, em particular Artigo 3 (“Mitigação”), Artigo 4

(“Adaptação”), Artigo 6 (“Finanças”), Artigo 7 (“Desenvolvimento e transferência de tecnologia”) e Artigo 8 (“Capacitação”);

- h. Ao avaliar se um país em desenvolvimento cumpriu com os **requisitos de “M” e “R”** (a serem estabelecidos pelo Artigo 9) deve-se avaliar, entre outros:
- i. Os “compromissos” do país frente à contribuição de mitigação e adaptação;
 - ii. A capacidade instalada e nível de experiência já adquirido através do sistema atual (i.e. BUR/IAC);
 - iii. O nível de suporte recebido;
- i. A **etapa de “V”** (a ser estabelecido pelo Artigo 9) deveria ter um caráter mais de facilitação e não punitivo. Em outras palavras, o processo deveria sempre buscar identificar lacunas e/ou deficiências referentes ao processo de “M” e “R” e as melhores maneiras de supera-las e não apenas indicar os erros e/ou omissões com o objetivo de punir o país em avaliação;
- j. O sistema de MRV (a ser estabelecido pelo Artigo 9) deverá dar suporte e/ou gerar as informações necessárias para os processos de **“Global Stocktake”** (a ser estabelecido pelo Artigo 10) e **“Facilitating implementation and compliance”** (a ser estabelecido pelo Artigo 11). O sistema de MRV e os processos não podem ser conflitantes e/ou gerar sobreposições desnecessárias;
- k. Sobre o processo de **“Global Stocktake”** (a ser estabelecido pelo Artigo 10):
- i. As informações necessárias (tanto para a avaliação do esforço global de mitigação, adaptação e de suporte oferecido) deveriam ser **coletadas através dos relatórios individuais de cada país**

- (a serem submetidos de acordo com as modalidades e procedimentos elaborados com base no Artigo 9);
- ii. A **agregação e avaliação técnica inicial** das informações coletadas poderia ficar a cargo do secretariado;
 - iii. Não seria objetivo da etapa de “V” (conduzida dentro do Artigo 9) realizar avaliações dos resultados agregados. Para tanto seria necessário prever uma etapa específica dentro do Artigo 10;
- l. Sobre o processo de “**Facilitating implementation and compliance**” (a ser estabelecido pelo Artigo 11):
 - i. Com base nas informações e resultados das etapas de “R” e “V” (conduzidas através do Artigo 9), deve-se **priorizar mecanismos para a facilitação da implementação dos compromissos de mitigação, adaptação e de suporte**;
 - ii. Os **mecanismos punitivos para compliance** (tais como limitações a eventuais instrumentos de mercado e/ou limitações ao acesso a suporte) deveriam ser utilizados apenas nos casos em que o país falha sucessivamente no cumprimento de suas obrigações.
5. Para a elaboração final das “bases técnicas necessárias à avaliação dos sistemas de MRV (de ações de mitigação e de financiamento) atualmente utilizados pelo Governo Brasileiro” e das “propostas de melhoramento a serem adotados pelo Brasil” deverão ser levadas em consideração as recomendações feitas no item anterior, os resultados da pesquisa da CEPAL, os resultados dos relatórios dos Contratuais 2 e os resultados das negociações de Paris;
 6. Uma avaliação preliminar permite afirmar que os sistemas de MRV (de ações de mitigação e de financiamento) atualmente utilizados pelo Governo Brasileiro tem atendido aos requisitos mínimos da CQNUMC, assim como de doadores e/ou investidores internacionais (e.g. Fundo Amazônia). Se os

mesmos irão continuar atendendo aos requisitos ou até mesmo superá-los atraindo maiores investimentos ao país, irá depender das regras a serem estabelecidas para o sistema de MRV pós-2020 e de como o Governo irá implementá-las;

7. Em relação à captação de recursos, além da credibilidade dos sistemas nacionais de MRV, cabe ressaltar também a importância das negociações sobre o financiamento climático (Artigo 6 do texto de negociação). Pontos fundamentais desta negociação que terão impacto no montante de recursos captados incluem: obrigações de financiamento, em particular por parte dos países desenvolvidos; possíveis “critérios de elegibilidade” que sejam explicitamente e/ou implicitamente incluídos; mecanismos financeiros a serem utilizados para a distribuição e avaliação da aplicação dos recursos, entre outros. Neste sentido, torna-se fundamental uma maior interação do Projeto com os responsáveis pela negociação direta deste item (i.e. representantes do MRE e do Ministério da Fazenda).

ANEXOS

Draft agreement and draft decision on workstreams 1 and 2 of the Ad Hoc Working Group on the Durban Platform for Enhanced Action – opções relevantes para o Brasil no Artigo de “Transparência”

ADVANCE UNEDITED VERSION

ADP 2-11 - Draft agreement and draft decision on workstreams 1 and 2

Option 2: Parties [shall] [should] cooperate and take appropriate measures to enhance climate change education, training, public awareness, public participation and public access to information so as to enhance actions under this Agreement.

Article 9 (TRANSPARENCY)

1. **Option 1:** A robust transparency framework covering both action and support, differentiated between developed and developing countries, building on the arrangements under the Convention, related COP decisions and mechanisms established by Cancun agreements (decision 1/CP.16), applicable to all Parties, providing flexibility to developing countries Parties is hereby established.

Option 2: A unified and robust transparency system, covering both action and support, with built in flexibility to take into account Parties' differing capacities, and applicable to all Parties is hereby established.

Option 3: A robust, tiered transparency framework covering both action and support, applicable to all Parties, based on self-differentiation with no backsliding, national capabilities and INDCs, that builds on and enhances existing arrangements under the convention and Decision 1/CP. 16, is hereby established.

Option 4: Building on existing Convention arrangements, a transparency framework for action and support, that takes into account Parties different capacity and applicable to all Parties, is hereby established.

(A suggestion made that it is possible to merge 9.2 and 9.3 under one chapeau)

2. The purpose of the system for transparency of action is to: **Option**

1:

- (a) Provide a clear understanding of the emissions and removals of individual Parties;
- (b) Facilitate understanding of global aggregate net emissions [in the light of the global temperature goal][in the light of *{refer to the objective of the stocktake under Article 10}*][under Article 10];
- (c) Ensure clarity and tracking of progress made in implementing and achieving individual Parties' respective [contributions] [commitments] [other] under Article 3;
- (d) [Share information, lessons learned and good practice on adaptation, including on][Provide a clear understanding of] progress made in implementing individual Parties' actions¹¹ under Article 4[, and other regional and global actions on adaptation in the light of the global temperature goal];
- {(e) Promote comparability among developed country Parties.} (The proponents of this language feel that it could be moved to another more appropriate part of Article 9.)*

Option 2:

Provide a clear understanding of climate change actions in the light of the objective as set by Article 2 of the Convention and consistent with the principles and commitments of Articles 3 and 4 of the Convention.

3. The purpose of the system for transparency of support is to:

- (a) Provide a clear understanding of the support provided and received [as relevant] by individual Parties [as well as needs of developing country Parties] [and assist Parties in identifying gaps in support provided and received], without placing an undue burden on SIDS and LDCs;
- (b) Provide[, to the extent possible,] a full overview of aggregate support provided and [mobilized] [in the light of *{refer to the objective of the stocktake under Article 10}*][under Article 10];
- (c) Ensure [clarity and tracking][measurement, reporting and verification] of progress made by developed country Parties in providing support in accordance with Articles 6, 7 and 8;
- (d) Ensure clarity and tracking of support needed and received by developing country Parties in accordance with Articles 6, 7 and 8;
- (e) Ensure that there shall be no double counting of financial resources provided [and ensure environmental integrity of this agreement]. *{While the first concept is relevant here, the second bracketed concept does not relate to this section on support, and could be moved elsewhere.}*

{Further discussion is needed on: the relationship between the system and existing arrangements; the nature of flexibility; and the potential role of 'nationally determined'.}

¹¹ The term "actions" will be readjusted to align with the term that Parties agree under Article 4.

ADVANCE UNEDITED VERSION

ADP 2-11 - Draft agreement and draft decision on workstreams 1 and 2

4. Option 1: Each Party[, taking into account their common but differentiated responsibilities and their specific national and regional development priorities, objectives, and circumstances,] [shall][should][other] provide transparent, complete, consistent, comparable, and accurate information in accordance with guidelines [referred to in para 6] [developed by the CMA] on:

Option 2: Each Party [shall][should][other], [regularly] [biennially] provide transparent, complete, consistent, comparable, and accurate information in accordance with guidelines [referred to in para 6] [developed by the CMA] on:

- (a) Its national inventory of anthropogenic emissions by sources and removals by sinks of greenhouse gases, [using common metrics and] comparable methodologies as agreed on by the [CMA][COP];
- [(b) Projected estimated emissions and removals;]
- (c) Progress made in implementing and achieving [nationally determined] mitigation [contribution][commitment][other] *[precise language will be consistent with Article 3];*
- (d) [Vulnerability to] climate change impacts and [adaptation][actions taken] to build resilience and reduce vulnerability [and progress on implementing any adaptation action under Article 4, paragraph 7] *[Precise language will be consistent with Article 4];*
- (e) Support provided and received, as relevant *[Precise language will be consistent with Article 6, 7 and 8];*
- (f) Specific information requirements under Article 6, 7 and 8, [efforts to improve domestic enabling environments; and on the use, impact and estimated results of support for [mitigation] actions] *[Precise language will be consistent with Article 6, 7 and 8].*

[Paragraphs 4 and 5 should be considered together as Parties have different views on the logic, implication and structure of these two paragraphs]

5.

Option 1: The information provided by each Party shall be reviewed at least biennially by international technical expert review. The review process shall provide a thorough, objective and comprehensive technical assessment of the implementation by a Party of the requirements of the Agreement. The technical expert review shall be carried out by an expert review team, based upon guidance adopted by the CMA at its first session.

The expert review team shall produce a report on the results of the technical expert review, which shall be communicated to the CMA. The expert review team shall consult the Party concerned on the report prior to its communication to the CMA. The report shall analyse the extent to which the Party is on track to achieving its obligations under this agreement, as well as the extent to which the Party's reporting is in line with the guidelines.

The report shall identify any issues related to compliance.

Option 2: The information required under this Article shall be subject to a technical expert review in accordance with common guidelines and procedures adopted by the CMA. The review will consider the consistency with guidelines adopted by the CMA, the Party's implementation and achievement of its nationally determined mitigation [commitment / contribution], and identify any areas for improvement in reporting. For Parties with least capacity, the expert review may also identify capacity building needs. The technical expert review shall be carried out by an expert review team. The expert review team shall produce a report for publication by Secretariat and consideration by the CMA;

Each Party shall undergo a multilateral and facilitative examination of the implementation of its [nationally determined mitigation] [contribution / commitment / other].

Option 3: Built on the existing MRV arrangements under the Convention:

- (a) Developed country Parties shall report information related to their actions and provision of support to developing countries in accordance with the provisions of the Convention and relevant decisions of the COP *mutatis mutandis* under the Agreement, in their national communications, biennial reports and annual inventory reports. All of that information will be verified through a robust technical review process followed by a multilateral assessment process, and result in a conclusion with consequences for compliance;
- (b) Developing country Parties should report information on their actions and support received according to the Convention and relevant decisions of the COP, *inter alia* procedures set up under decisions 1/CP.16 and 2/CP.17 *mutatis mutandis*, and the level of support received from developed country Parties.

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Developed country Parties and other developed Parties included in Annex II shall ensure transparency of support by:

- (a) Providing clear information in national communications and biennial reports;
- (b) Providing a clear road map with individual annual commitments for public funding, technology transfer and capacity-building support in the post-2020 period;
- (c) Drawing on the work according to the mandate of the Standing Committee on Finance under the COP to assist the COP in exercising its functions with respect to the MRV of support provided to developing country Parties;
- (d) Drawing on the work of the Subsidiary Body for Scientific and Technological Advice (SBSTA) on methodologies for the reporting of financial information.

Option I:

6. [The CMA shall at its first session, building on lessons learned [and elaborating on the provisions above], adopt [common] modalities, procedures and guidelines, [to elaborate on the provisions above] [as appropriate, for promoting environmental integrity] [for the reporting and review of the information as set out in paragraph 4]. It shall take into account, inter alia:

- (a) The need for flexibility in the light of capability;
- (b) The importance of facilitating improved reporting and transparency over time;
- (c) The need to avoid undue burden and duplication, taking into account the particular situation of small States Parties with limited administrative capacities;
- (d) The facilitative, non-intrusive nature of review;
- (e) The need to ensure no backsliding;
- (f) The need to ensure no double counting;
- (g) The need to ensure environmental integrity.]

Option II:

6. The CMA shall at its first session, building on lessons learned from reporting under the Convention and elaborating on the provisions above, adopt common modalities, procedures and guidelines, as appropriate, for transparency of action and support.

6bis. The transparency system shall be guided by the Principles and provisions of the Convention and be conducted in facilitative, non-intrusive, non-punitive, respectful of national sovereignty, provide flexibility and avoid undue burden to developing countries.

6bis.1 There shall be a transition period of [5][10] years for developing country Parties.

6ter. The rules and guidance related to accounting [that are set forth in decision 1/CP.21.] [including with respect to [land use], will apply along with any subsequent decisions by the CMA.

6quater. The secretariat shall maintain [in a public registry] Parties' nationally determined [contributions][commitments] other [and use such information to assess the aggregate effect of the [contributions][commitments] and progress towards implementation of the Convention.]

6quinques. [The CMA shall facilitate the enhancement of the clarity, transparency and understanding of the nationally determined [contributions] communicated by Parties.]

7. [The CMA shall cooperate with the Conference of the Parties to avoid overlap and duplication.]
{Proposed to move this to Article 12 (CMA)}

8. [Developing country Parties shall [[receive][be eligible for] support to [assist in the implementation of][implement] this Article][implement this Article consistent with their capacities and the level of support provided].

8bis. [Developed country Parties][shall][should][other] provide support to developing country Parties in the implementation of this Article.]

8ter. Developed country Parties, the operating entities of the financial mechanism and any other organizations in a position to do so shall allocate financial resources for the building of transparency-related capacity of developing country Parties in need, on a continuous basis.

9. [The CMA shall periodically review its decisions and update them, as appropriate [and at least once every 5 years].] *{Proposed to move this to the section on the transparency of action and support in the draft decision}*

10. The transparency arrangements under the Convention, including national communications, biennial reports and biennial update reports, international assessment and review (IAR) and international consultation and analysis (ICA) shall serve this Agreement.

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Article 10 *(GLOBAL STOCKTAKE)*

1. The CMA shall periodically take stock of the implementation of this Agreement [in accordance with Article 4.2(d), Article 7.2(e) and Article 10.2 (a) of the Convention,] to assess [overall] [aggregate][collective] progress towards achieving the [[ultimate] [objective of the] Convention] [the long-term goal established in this agreement] [and] the purpose of this Agreement in a comprehensive and facilitative manner, [including identifying means of further advancing such objectives within this agreement] [and to inform the process referred to in Article 3.6 and Article 4.6] [Article 6].¹²
2. The stocktaking shall consider [overall] [aggregate][collective] implementation in relation to mitigation, adaptation and the means of implementation, taking into account the different specificities of each issue [and] [Parties' differentiated responsibilities and commitments][different national circumstances] [and equity].
3. The stocktaking shall consider information from, inter alia, [the mechanisms of the Conventions and this agreement], [information on the implementation of individual and collective efforts under the Agreement], including [on assessments of aggregate level of ambition communicated through the proposed nationally determined contributions for the subsequent commitment period in relation to the level of ambition needed as recommended by the best available science; the best available science, [including reports of the IPCC]; and information from other relevant international processes [other information decided by the CMA].
4. The CMA shall undertake its first global stocktake in [2023] [2024][after the review of the accelerating the pre-2020 implementation and the review of adequacy of post-2020 finance support by developed country Parties,] and [every five years thereafter] [at regular intervals to be decided by the CMA.]
5. [The extent to which developing country Parties can participate in the global stocktake will depend on the provision of finance resources.]

Article 11 *(FACILITATING IMPLEMENTATION AND COMPLIANCE)*

Option 1:

1. (Establishment) [A] [Implementation] [and] [Compliance] [mechanism][process][Committee] [, including a Committee [as a standing subsidiary body under the CMA]][compliance mechanism for developed countries and a facilitative mechanism for developing countries][applicable to all Parties] is hereby established.
2. (Objective and scope) The objective of the [mechanism][process][Committee] referred to in paragraph 1 of this Article is to:

Option 1:

[promote and] facilitate [and incentivize][effective] implementation of [and promote [and enforce] compliance with] [the [applicable] provisions of] [commitments under] [Articles 3] [, 4, 6, 7, 8] and [9] of this Agreement [and to assess and address questions of implementation arising from each Party's performance in accordance with those provisions]

Option 2:

promote compliance by developed countries and to facilitate implementation by developing countries through provision of adequate financial resource and transfer of technology

Option 3:

address cases of non-compliance by developed country Parties, including through the development of an indicative list of consequences, taking into account the cause, type, degree and frequency of non-compliance and facilitate implementation by developing country Parties.

3. (Nature)

Option 1:

[The [Committee][mechanism][process][, including the Committee,] shall be [expert based,] [facilitative] [in nature] [and shall act in a manner that is transparent], [non-punitive], [non-adversarial] and [non-judicial]. [It shall pay particular attention to the respective national capabilities and circumstances of Parties.]

Option 2:

¹² Unless otherwise provided, the cross-references in this Article refer to the numbering as in ADP.2015.8.InformalNote.

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For developing country Parties, the nature should be facilitative, non-punitive, non-adversarial and non-judicial

4. (Structure)

It [shall function through a plenary and] shall consist of [two separate [branches] [forums] [mechanisms]] [:]

Option 1:

[X] members serving in their individual capacity, nominated by Parties and elected by the CMA, with due consideration to equitable geographical representation based on the five regional groups of the United Nations, ensuring the representation of small island developing States. The members shall be elected at the first session of the CMA.

The Committee shall make every effort to adopt its decisions by consensus. If all efforts at consensus have been exhausted and no consensus is reached, the decisions shall, as a last resort be adopted by a [X] majority vote of the members present and voting, based on a quorum of two-thirds of the members.

Option 2:

(a) An enforcement branch for developed country Parties and a facilitative branch for developing country Parties. The Compliance Mechanism may establish technical panels to assist them in their task.

(b) The role of the enforcement branch is to review compliance with commitments made by developed country Parties and [the role of the facilitative branch is to facilitate the implementation by developing countries of enhanced action on mitigation, adaptation, and transparency of action in such a way that it shall be facilitative, non-punitive and non-adversarial] [those developing country Parties that have made economy wide quantified emission reduction commitments, with respect to their commitments on mitigation and support as established under this Agreement].

(c) The enforcement branch may recommend actions that a developed country Party should take to ensure it fulfils its commitments under this Agreement.

(d) The role of the facilitative branch is to review the implementation of the national determined mitigation commitment made by developing country Parties and to assist them in finding ways to incentivise their efforts to meet these commitments.

Option 3:

a compliance branch and an implementation forum [, each with equitable and balanced representation of Parties]. The members of the Committee shall have competence in a field relevant to this Agreement and reflect an appropriate balance of expertise.

Option 4:

A compliance mechanism to address cases of non-compliance of the commitments of developed country Parties on mitigation, adaptation, provision of finance, technology development and transfer and capacity-building and transparency of action and support.

A facilitative mechanism to facilitate implementation by developing country Parties for enhanced action on mitigation, adaptation and transparency of action.

5. (Triggers)

Option 1:

The Committee may consider issues on the basis of:

(a) Written submissions from any Party [or group of Parties] with respect to [itself][its own or other Parties' compliance with or implementation of the provisions of the Agreement];

(b) Reports [by Parties in accordance with Article X of this Agreement] and questions of implementation arising from the transparency and accountability system under Article [9][reports from Technical Expert (Review) teams]; or

(c) Information derived from Annex [X] with regard to a situation where a Party fails to communicate and inscribe its NDMC; and

(d) Requests from the CMA.

Option 2:

No text on triggers

6. (Consequences)

Option 1:

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Where it has determined that a Party is not in compliance, [the Compliance Branch] shall apply the following consequences, taking into account the cause, type, degree and frequency of the non-compliance of that Party and pay attention to the respective national capabilities and circumstances of Parties as appropriate;

(a) Declaration of non-compliance; and

(b) Request of the development of a compliance action plan. **Option 2:**

The measures to be adopted by the CMA shall range from offering advice and assistance to the issuance of a statement of concern]] to [be applied or actions to be taken to] [facilitate implementation]] and [address cases of non-compliance]] [promote compliance]].

Option 3:

No text on consequences

7. (Relationship to the CMA) [The Compliance Mechanism shall report annually to the CMA and shall operate under modalities and procedures agreed by the CMA at its first session] [The [process]] [mechanism]] [Committee] [, including the Committee] shall be under the authority of and report annually to the CMA. [It shall elaborate its rules of procedure which shall be subject to approval by the second session of the CMA.]

Option II:

An International Tribunal of Climate Justice as is hereby established to address cases of non-compliance of the commitments of developed country Parties on mitigation, adaptation, provision of finance, technology development and transfer and, capacity-building, and transparency of action and support, including through the development of an indicative list of consequences, taking into account the cause, type, degree and frequency of non-compliance.

Option III:

No reference to facilitating implementation and compliance (no Article 11)

Article 12 (CMA)

1. The Conference of the Parties, the supreme body of the Convention, shall serve as the meeting of the Parties to this Agreement.
2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the Conference of the Parties serving as the meeting of the Parties to this Agreement. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.
3. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, any member of the Bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from among Parties to this Agreement.
4. The CMA shall keep under regular review the implementation of this Agreement and shall make within its mandate the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Agreement and shall:
 - (a) Establish such subsidiary bodies as deemed necessary for the implementation of this Agreement;
 - (b) **Option 1:** Adopt its own rules of procedure at its first session;
Option 2: The rules of procedure of the Conference of the Parties shall be applied mutatis mutandis under this Agreement, except as may be otherwise decided by consensus by the CMA;
 - (c) **Option 1:** Exercise such other functions as may be required for the implementation of this Agreement.
Option 2: Exercise the following functions:
 - i. [Periodical examination of obligation of Parties to the agreement;]
 - ii. [Promote and facilitate exchange of information;]
 - iii. [Facilitate the coordination of measures adopted by them to address climate change and its effects, taking into account the differing circumstances, responsibilities and capabilities of the Parties and their respective commitments].
5. The financial procedures applied under the Convention shall be applied mutatis mutandis under this Agreement, except as may be otherwise decided by consensus by the CMA.

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In fulfilling its role in a comprehensive, integrated and coherent manner, the International Capacity Building Mechanism shall:

1. Enhance knowledge and understanding of technical and management approaches to address capacity building needs and gaps in developing countries and countries with economies in transition by facilitating and promoting (a) action to address gaps in the understanding of and expertise in approaches to address capacity building associated with implementation of the Convention, its Kyoto Protocol and the 2015 Agreement; (b) the collection, sharing, management and utilization of relevant data and information; and (c) translation into implementable actions of the synthesis of best practices, challenges, experiences and lessons learned drawn and developed by the Secretariat from the Durban Forum and any data and information from the Capacity Building Portal;
2. Strengthen dialogue, coordination, coherence and synergies among relevant stakeholders;
3. Provide leadership and coordination and, as and where appropriate, oversight on the assessment and implementation of approaches to address capacity building needs and gaps in developing countries and countries in transition associated with the implementation of the Convention, its Kyoto Protocol and the 2015 Agreement;
4. Foster dialogue, coordination, coherence and synergies among all relevant stakeholders, institutions, bodies, processes and initiatives outside the Convention, with a view to promoting cooperation and collaboration across relevant work and activities at the sub-national, national, regional and international levels;
5. Enhance action and support, including adaptation, mitigation, finance and technology, to address capacity building under the Convention, the Kyoto Protocol and the 2015 Agreement;
6. Provide information and recommendations on addressing capacity building implementation needs and gaps in developing countries and countries with economies in transition for consideration by the Conference of the Parties when providing relevant guidance to the financial mechanisms and their entities under the Convention, its Kyoto Protocol and the 2015 Agreement;
7. Facilitate the mobilization and securing of expertise, and enhancement of support, including adaptation, mitigation, finance and technology, to strengthen existing approaches and, where necessary, facilitate the development and implementation of additional approaches to address capacity building under the Convention, its Kyoto Protocol and the 2015 Agreement;
8. Strengthen, consolidate and enhance the sharing of relevant information, knowledge, experience and good practices, at the local, national, regional and international levels, taking into account, as appropriate, traditional knowledge and practices and gender disaggregated data and information;
9. Complement, draw upon the work of and involve, as appropriate, existing bodies and expert groups under the Convention, the Kyoto Protocol and the 2015 Agreement as well as on that of relevant organizations and expert bodies outside the Convention, at the sub-national, national and international levels;
10. Promote synergy and strengthen engagement with sub-national, national, regional and international organizations, centres and networks, in order to enhance the implementation of capacity building actions on mitigation, adaptation, technology and finance in developing countries and countries with economies in transition;
11. Consider data and information communicated by countries and other partners on monitoring and review of capacity building at sub-national, national, regional and international levels in relation to mitigation, adaptation, technology transfer, and support provided and received, possible needs and gaps and other relevant information;
12. Assess and provide recommendations on further actions that may be required to lift constraints and fill gaps on capacity building in at sub-national, national, regional and international levels, particularly in developing countries and countries with economies in transition.]

TRANSPARENCY OF ACTION AND SUPPORT

58. *[Requests the operating entities of the Financial Mechanism of the Convention to allocate financial resources for the building of transparency-related capacity of developing country Parties in need, on a continuous basis;:] (move to the Agreement)*
- 58bis. *Requests the Standing Committee on Finance, when preparing guidance for the operating entities of the Financial Mechanism of the COP to include a proposal on how the Financial Mechanism could provide financial resources for the building and / or strengthening the transparency-related capacity of developing countries in need, respecting country-driven priorities and responding to the relevant provisions of Article 9 and Decision x/CP.21. With the view to foster country ownership, transparency-related capacity building shall be designed to:*

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- (a) Assist in establishing or strengthening existing national institutions for transparency-related activities, in accordance with national circumstances;
- (b) Provide relevant training and assistance in meeting the provisions stipulated in Article 9 of the agreement;
- (c) Assist the improvement of transparency over time.

58ter. *Decides* that a Capacity-Building Reporting Initiative should be established in order to enhance Parties' capacity to report in a transparent, accurate, complete, comparable, consistent and timely manner, pursuant to Article 9.

58quinquies. Encourages the Global Environment Facility to support the establishment and operation of this Initiative as a reporting priority need.

59. **Option 1:** *Also requests* the [IPC][SBSTA] to develop recommendations for modalities, procedures and guidelines in accordance with Article 9, [paragraph 6,], of the Agreement for adoption [at the first session of the CMA.] [by the COP by 2018];

Option 1bis. *Also requests* the IPC when developing modalities, procedures and guidelines in para 59, to consider inter alia the application of technical corrections in the review of greenhouse gas inventories provided in accordance with Article 9 paragraph 4.a;

Option 2: *Also requests* the SBSTA to develop recommendations for modalities, procedures and guidelines in accordance with Article 9, paragraph 6, of the Agreement for adoption at the first session of the CMA. It shall take into account, inter alia:

- (a) The ability for each Party to elect one or more aspects of the flexibility to be specified in the guidance to be adopted by the CMA on the basis of the Party's capacity, such as level of detail of reporting, frequency, and scope, provided that the Party revisits the flexibility regularly.
- (b) The importance of facilitating improved reporting and transparency over time;
- (c) The need to avoid undue burden and duplication;
- (d) The facilitative, non-intrusive nature of review.

Option I:

59bis. *Further requests* that the work programme in paragraph 59 will report to future sessions of the Conference of the Parties on the progress of its work, and will conclude its work no later than 2018;

59ter. *Decides* that Parties' first biennial communications shall be submitted in 2022.

59quater. *Decides* that the review of reporting shall commence three months following the submission of biennial communications.

59quinquies. *Decides* that the measurement, reporting and verification system established in 1/CP.16, and 2/CP.17 shall be superseded by the common system of transparency of action and support, immediately following submission of the final biennial reports and biennial update reports.

Option II:

59bis. *Decides* to hereby establish a work programme for transparency readiness under the Subsidiary Body for Implementation to assist developing country Parties in preparing for implementation of Article 9 of the Agreement, which would include the following:

- (a) Identifying capacity building needs, taking into account lessons learned from the existing arrangements under the Convention; and
- (b) Providing support, on an ongoing basis, to enable developing country Parties to effectively participate in the transparency system.

59ter. *Requests* the Subsidiary Body for Implementation to agree on activities to be undertaken under the above-mentioned work programme by its forty-fifth session.

59quater. *Also requests* the Subsidiary Body for Implementation to provide a report to each session of the Conference of the Parties with a view to seeking guidance for further actions.

Option III:

59bis. *Decides* to continue and further strengthen the mandate of multilateral assessment for provision of financial resources, technology development and transfer, and capacity-building to developing countries during the International Assessment and Review process for developed country Parties, to ensure that commitments and the provision of such support by developed country Parties and other developed Parties included in Annex II are implemented, verified through a robust verification system, and meet the needs expressed and identified by developing country Parties, recalling the mandate from paragraph 26, Decision 2/CP.17, on revising the modalities and procedures of International Assessment and Review no later than 2016.

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59ter. *Further decides* that Developed country Parties and other developed Parties included in Annex II shall report on provision of financial resources, technology development and transfer, and capacity-building to developing countries, in line with the common methodologies adopted by the COP as mandated by paragraph 19, Decision 2/CP.17.

Option IV:

59. Also requests the IPC and SBSTA to develop recommendations for modalities, procedures, rules and guidelines for a common framework for transparency of action and support in accordance with Article 9, paragraph 2, 3, 4 and 6 of the Agreement, taking into account the need for flexibility in the light of capability, for consideration and adoption by the CMA at its first session, on:

- (a) Transparency of action;
 - (i) Parties ensure methodological consistency between the communication of nationally determined mitigation [contributions][commitments][other] and their implementation;
 - (ii) Parties include an explanation of key categories of emissions and removals for the exclusion from their nationally determined mitigation [contribution][commitment][other], and strive to include these over time;
 - (iii) Parties, once a source, sink or activity is accounted for in a nationally determined mitigation [contribution][commitment][other], continue to include it or provide an explanation of why it has been excluded;
 - (iv) Parties use common metrics and methodologies adopted by the Intergovernmental Panel on Climate Change (IPCC) for the estimation of greenhouse gas emissions and removals;
 - (v) [Internationally transferred mitigation outcomes used by any Party to meet its nationally determined mitigation [contribution][commitment][other] are supplemental to domestic action;]
 - (vi) Parties report on progress in implementation of their National Adaptation Plans to the UNFCCC every two years, and collectively exchange information and share lesson learned in the implementation of adaptation, including in the SBSTA and by promoting, coordinating and strengthening adaptation knowledge platforms, centres and networks;
 - (vii) Parties improve the methodologies for reporting information in their adaptation [contributions][commitments][actions] or undertakings, assessments of climate change impacts, their quantification and information on vulnerability, and the quantification of impacts, and actions taken to build resilience and reduce vulnerability and investments required, and contributing information to the global stock-take, as set out in Article 10 of this Agreement; *(still considering transparency in relation to adaptation and its support further)*
- (b) Transparency of support;
 - (i) Support provided, enhancing delivery of support for both adaptation and mitigation through, inter alia, the common tabular formats for reporting support, and taking into account the SBSTA item on methodologies for reporting on finance, domestic measurement and international verification; and enhancing reporting by developing countries on support received, including the use, impact and estimated results thereof;
 - (ii) Enhanced domestic MRV systems for action and support;
 - (iii) Developing an international system of accounting designed to avoid double or multiple counting of support across countries and donors;
 - (iv) Information to enable tracking of progress against the aggregate goal for finance, set out in Article 6, paragraph x, and the global stock-take set out in Article 10, and the broader transformation of financial flows,
 - (v) Drawing on the biennial assessments undertaken by the Standing Committee on Finance.

GLOBAL STOCKTAKE

60.

Option 1:

Decides that the stocktaking referred to in Article 10 of the Agreement shall be designed to:

- (a) Take into account [an updated synthesis report on the aggregate progress towards the below 2°C objective and the long-term goal specified in Article 3.1] [the information on the implementation of the individual and collective efforts under the Agreement];
- (a)bis. Consider the aggregate effect of the nationally determined contributions communicated by Parties for subsequent commitment periods;
- (a)ter. Consider the state of adaptation efforts in light of mitigation trajectories;
- (a)quater. Take into account the state of adaptation experiences, efforts and priorities;

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- (a) quinquies. Consider the adequacy of the mobilization and provision of means of implementation;
 - (b) Be informed by the reports of the IPCC;
 - (c) Take into consideration [relevant input from the MRV process] [the lessons learned from the 2013-2015 review];
 - (c)bis. Take into consideration options for forward planning of Parties' NDCs;
 - (c)ter. Take into account the financial needs of developing countries to participate in the stocktake;
 - (c)quater. Take into account input from non-state actors, relevant international organizations and international cooperative initiatives;
 - (c)quinquies. Take into account information from the technical examination of opportunities to enhance practical action;
 - (d) Other;
- recognising that modalities may differ across elements.

Option 2:

No text

61.

Option 1:

Requests the SBSTA to provide advice on how the assessments of the Intergovernmental Panel on Climate Change can inform the stocktaking of the implementation of the Agreement pursuant to its Article 10, paragraph 1, and to report to the IPC on this matter at its [second][first] session;

Option 2:

No text

62.

Option 1:

Also requests the IPC to develop modalities for the stocktaking, referred to in Article 10, paragraph 2, of the Agreement, and make recommendations to the CMA for consideration and adoption at its first session. The IPC should be guided by paragraph 60 above and Article 10, paragraph 1, of the Agreement, take into account the advice of the SBSTA referred to in paragraph 61 above, and consider the following when developing the modalities:

- (a) The arrangements for the stocktaking including the institutional arrangements and the relationship with other Agreement and Convention processes and procedures;
- (b) The operational processes and procedures, including relevant time frames;
- (b)bis. The manner in which the stocktake process shall serve as an input to the High Level Sessions established under Articles 4.10 and 6.12 of the Agreement;
- (c) The form and nature of the outcomes of the stocktaking [taking into account the nature of the process as described in Article 10.1 of the Agreement];

Option 2:

Also requests the IPC to develop modalities for the stocktaking, referred to in Article 10, paragraph 2, of the Agreement, and make recommendations to the CMA for consideration and adoption at its first session.

FACILITATING IMPLEMENTATION AND COMPLIANCE

63. *Requests* the [IPC][ADP][COP][SBI] to develop the [additional] modalities and procedures for the [effective operation of the Committee][process][mechanism][International Climate Justice Tribunal] [, including the Committee,] referred to in Article 11 of the Agreement with a view to completing its work on this matter for consideration and adoption by the CMA at its first session;