



Forests and Land Use in the Paris Agreement

Climate Focus Client Brief on the Paris Agreement I
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The Paris Agreement

The Paris Agreement establishes a binding obligation to all Parties to put forward nationally determined contributions (NDCs) that formulate a country's mitigation strategies and goals. Together with the Paris Agreement (the Agreement) the Conference of the Parties (COP) adopted a decision that guides pre-2020 action and sets out implementation details for the Agreement before its entry into force (the Decision).

The Agreement includes an explicit call to developed and developing countries to conserve and enhance forests and other biological carbon reservoirs. Through cross-referencing, past decisions on REDD+ have become part of the Agreement. Alternative policy approaches such as joint mitigation and adaptation and the role of non-carbon benefits are also acknowledged. The Agreement also emphasizes the need to protect vulnerable ecosystems, and the need to ensure food security, but fails to formulate an explicit vision for land-based mitigation and adaptation.

This Climate Focus Client Brief describes and analyses the role of land use in the Paris Agreement.

Land use in the Paris Agreement

Forests

Article 5 of the Paris Agreement is mainly dedicated to forests. This Article contains just two paragraphs: the first refers to land use as dealt with under the UN Framework Convention on Climate Change (the Convention), while the second refers to frameworks, decisions and guidance adopted over the years as they relate to forests, including REDD+. Together these two paragraphs integrate by reference the complete forest-related legal framework as previously defined by the Convention and decisions adopted thereunder into the Agreement:

Article 5

(1) Parties should take action to conserve and enhance, as appropriate, sinks and reservoirs of greenhouse gases as referred to in Article 4, paragraph 1(d), of the Convention, including forests.

(2) Parties are encouraged to take action to implement and support, including through results-based payments, the existing framework as set out in related guidance and decisions already agreed under the Convention for: policy approaches and positive incentives for activities relating to reducing emissions from deforestation and forest degradation, and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries; and alternative policy approaches, such as joint mitigation and adaptation approaches for the integral and sustainable management of forests, while reaffirming the importance of incentivizing, as appropriate, non-carbon benefits associated with such approaches.

Article 5.1. refers to the Convention, more specifically to Article 4.1(d), which states:

(1) All Parties, taking into account their common but differentiated responsibilities and their specific national and regional development priorities, objectives and circumstances, shall

(d) Promote sustainable management, and promote and cooperate in the conservation and enhancement, as appropriate, of sinks and reservoirs of all greenhouse gases not controlled by the Montreal Protocol, including biomass, forests and oceans as well as other terrestrial, coastal and marine ecosystems.

Through this reference the Paris Agreement encourages *all* Parties to make use of the full range of ecosystem-based mitigation options. By referring to reservoirs of greenhouse gases, this Article may also be understood to support sequestration options that are not ecosystem and biomass-based such as carbon capture and storage. This interpretation may find support from those that see the mandate to achieve *'balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century'* (Art. 4.1. PA) as an encouragement to explore technology-oriented sequestration solutions.

The second paragraph of Article 5 focuses on reducing forest-related emissions in developing country Parties. It recognizes the existing REDD+ framework and calls on Parties to take action and move to implementation of REDD+ in accordance with existing UNFCCC decisions, which by reference are integrated into the Paris Agreement. The paragraph explicitly mentions results-based payments as a possible modality of supporting REDD+, in reference to the countries that actively pioneer results-based finance. But it also endorses the concept of joint mitigation and adaptation approaches. The paragraph concludes with stressing the importance of non-carbon benefits of REDD+ actions.

Agriculture

The Paris Agreement does not make explicit mention of agriculture. It does, however, recognize the *'fundamental priority of safeguarding food security and ending of hunger'* and *'the particular vulnerabilities of food production systems to the adverse impacts of climate change'* in its (non binding) Preamble. The much more essential Article 2 formulates the overall goal of the Paris Agreement to increase *'the ability to adapt to the adverse impacts of climate change and foster climate resilience and low greenhouse gas emissions development, in a manner that does not threaten food production'* (para b).

One of the reasons why explicit mention of agriculture was left out of the Paris Agreement (and Art. 5

mentions only forests) is that many developing countries are concerned that reducing greenhouse gas emissions from agriculture would compromise their ability to generate sufficient food for their nations. The reference to food production assuages this concern, and also concerns which may arise in countries with large agro-industrial sectors and powerful industry interests.

Voluntary cooperation

As long as land use contributions form part of the NDCs, REDD+ can also benefit from the flexibility presented in Article 6, which includes the transfer of 'mitigation outcomes' (=emission reductions or removal enhancement). If Parties decide to cooperate in implementing NDCs both Parties have to include reference to REDD+ in their NDCs (Art. 6.1 refers to *"voluntary cooperation in the implementation of their nationally determined contributions"*). The cooperating Parties may agree on a transfer of emission reductions against payment, they may also divide emission reductions between the partners. In any event, they need to be careful to avoid double counting (Art. 6.2.).

Forest-based mitigation may also form part of the sustainable development mechanism defined under Art. 6.4. This mechanism, which takes its inspiration from the Clean Development Mechanism (CDM), foresees also the participation in duly authorized private and public sector entities. Depending on the guidance to be adopted by the COP, this mechanism may help to mobilize private finance for REDD+, forest conservation and enhancement of forest carbon sinks.

The Agreement prevents *transferred* mitigation outcomes from being counted towards the commitments of a host country (Art. 6.5), and makes specific reference to avoid double counting of emissions reductions (Art. 6.2). This has important implications where titles to emission units are traded or transferred. Double counting is also relevant where REDD+ emission reductions overlap with those from other sectors (e.g. wood energy) and can become an issue in the context of results-based financing.

Adaptation

Additional reference to land use can be found in the Article on adaptation that calls on the protection of ecosystems (Art. 7.2 and 7.5). Any assessment of climate change impacts should also take into account vulnerable ecosystems that may have to be protected by *'nationally determined prioritized actions'* (Art. 7.9.(c)). Parties should also increase the resilience of *'ecological systems, including through economic*

diversification and sustainable management of natural resources' Art. 7.9.(e)).

Land use in the supporting Decision

The Decision summarizes in Part III those decisions that give effect to the Agreement. This includes in paragraph 55 a specific call for providing funding for REDD+ and joint adaptation and mitigation approaches. This call – moved like most more explicit calls for finance from the Agreement to the Decision - also includes a reference to the Green Climate Fund, dispelling any doubts on whether the GCF could play a role in providing financing for REDD+. The Decision also encourages the coordination of finance from public and private, bilateral and multilateral and other sources.

Relevant to forests and land use are also rules on accounting for NDCs, in particular the call for Parties to *'strive to include all categories of anthropogenic emissions or removals in their nationally determined contributions and, once a source, sink or activity is included, continue to include it.'* (Para 31(c)). If not already complete, Parties should aim to achieve full coverage of all important categories so that anthropogenic emissions and removals and effect on carbon stocks are fully taken into account. If Parties decide to exclude certain categories, they have to *'provide an explanation of why any categories of anthropogenic emissions or removals are excluded'* (Para 31(d)).

Summary assessment

Decades of cooperation and negotiations paid off with the adoption of the Paris Agreement which creates for the first time a binding and progressive framework for all countries to prepare plans to address climate change. When it comes to land use, the Paris Agreement distinguishes between what has already been agreed and can simply be cross-referenced, what is best implemented via national legal systems (NDCs), and what should be formulated as obligations applicable to all or some Parties.

Even where it is not mentioned, land use falls under the general provisions governing mitigation and adaptation of the Agreement. Although land use may require a number of special considerations related to accounting, there are no general barriers in the Agreement that would prevent the inclusion of land use into NDCs.

The Agreement however also includes a number of very encouraging signals and presents an explicit mandate to continue forest-related mitigation efforts in both developed and developing countries:

- The Agreement makes specific reference to land use, reaffirming and anchoring the complete forest-related legal framework adopted under the Convention.
- Detailed mitigation strategies will be developed in the context of NDCs, and it is expected that forests will play an important role in national climate strategies. Taking the intended NDCs as indication shows that the vast majority -117 Parties out of 160 that have submitted intended NDCs by end of December 2015- have included land use REDD+-relevant contributions.
- The rules on accounting for NDCs, which emphasize the importance of complete coverage, also strengthen the role of land use under the Agreement.

The Paris outcome is perhaps less satisfactory from an agricultural perspective. There is no explicit reference to agriculture in the Agreement, and the mentioning of 'food production' in Article 2 is ambivalent. By focusing on forestry, Parties have also missed the opportunity to frame Article 5 in order to formulate a broader mandate to implement low emissions land use solutions that contribute to resilience and adaptation. The challenge implied is to reconcile food production with ambitious mitigation efforts in the agricultural sector. It should not act to discourage Parties from ambitious mitigation efforts in the sector.

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