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On Topic

Evolving Tactics: Over thirty years of UNFCCC negotiations have seen more than a dozen different tactics employed by developed nations to avoid having to fund the losses and damages they have created in developing nations with their emissions of greenhouse gases.

Four Recurring Themes: Four types of tactics have been repeatedly deployed, and built upon. Developed nations have sought to limit the scope of the issue, to reduce transparency, to manipulate language, and to push non-transformative solutions on loss and damage.

Proliferation: We have identified 14 tactics, but expect new ones to emerge. As climate disasters worsen but negotiations slog on, tactics of obstruction have grown more nuanced.

Use the Field Guide: Developing nations, civil society representatives, journalists, experts, and citizens seeking to understand why injustices persist in global climate governance now have a handy field guide of L&D obstruction tactics. It may be valuable in other venues.

The CDL Field Guide To Obstruction of Loss and Damage Finance in the UNFCCC Negotiations

In more than thirty years of negotiations, countries have yet to establish a financing mechanism for losses and damages associated with climate change. We outline a new typology of 14 obstruction tactics



countries have been used to delay progress on loss and damage finance. These tactics limit the scope of the issue, reduce transparency, manipulate language, and push non-transformative solutions. The typology serves as a field guide for developing countries, journalists, and civil society organizations to anticipate and respond to obstructionist tactics as negotiations continue.

Why no finance?

In 1991, during the Intergovernmental Negotiating Committee meetings that drafted the UNFCCC text, Vanuatu on behalf of the Alliance of Small Island States (AOSIS) proposed an insurance pool for losses and damages from sea-level rise. In the thirty years of negotiations that followed, a financial mechanism for loss and damage associated with climate change has still not materialized.

The CDL Field Guide to Loss and Damage Obstruction Tactics

Here, we present a typology of obstruction tactics used by wealthy countries to obstruct financial compensation for loss and damage. This typology comprises four categories: (1) limiting the scope of the issue, (2) reducing transparency, (3) manipulating concepts, and (4) pushing non-transformative solutions.

No.	Tactic	Description of tactic	Illustration in loss and damage negotiations
<i>Limiting the scope</i>			
1	Open rejection	Refusing to agree to inclusion of proposed elements in draft texts	Keeping financial mechanisms such as insurance out of UNFCCC texts and refusing language that would imply compensation for climate impacts.
2	Agenda exclusion	Refusing to agree to inclusion of proposed elements in negotiations	Excluding loss and damage from the agenda of Subsidiary Body meetings post-Paris.
3	Venue shifting	Manipulating institutional infrastructures to restrict the scope of new and existing mechanisms	Working to shift loss and damage to sole jurisdiction by the CMA rather than the COP, passing finance discussions between negotiating tracks.
4	Denying credibility	Reducing the legitimacy of an issue	Countries such as Japan, the United States, and Australia failing to report on loss and damage in the enhanced finance transparency framework.
<i>Reducing transparency</i>			
5	Omission of monitoring	Preventing ongoing information collection on an issue to limit future consideration	Keeping loss and damage out of reporting requirements under the Paris Agreement and Global Stocktake.
6	Fortress building	Limiting the participants in decision-making by excluding actors, reducing transparency	Holding loss and damage negotiations in closed meetings.
<i>Manipulating language</i>			
7	Issue narrowing	Narrowing of the scope and framing of a concept	Focusing loss and damage conversations on specific issues such as insurance mechanisms.
8	Concept dilution	Watering down language for a proposed area of action	Weaponizing the language of “averting, minimizing, and addressing loss and damage” to expand the scope of the issue to include mitigation and adaptation actions.
9	Concept swapping	Replacing broad considerations with singular, acceptable components	Reconfiguring loss and damage to mean disaster risk reduction and response.
10	Strategic ambiguity	Agreeing on language that Parties can interpret differently according to their interests	The Warsaw International Mechanism and other documents discuss “support” for loss and damage without specifying content or sources.

<i>Pushing non-transformative solutions</i>			
11	All talk, no action	Agreeing to discussions on topics to forestall action	Keeping loss and damage in workshops and working groups as long as possible.
12	Waiting on the science	Delaying action via calls for more research	Calling for more research on the science of attribution of extreme events to climate change.
13	Policy perfectionism	Delaying action via the pursuit of a more “faultless” policy approach	Failing to establish a loss and damage fund without a greater understanding of how countries would allocate funds in practice.
14	Redirecting attention	Deflecting attention from non-action in governance spaces to action elsewhere	The United States and other developed countries highlighting places where they are already doing related work, such as contributing to regional risk pooling schemes or providing humanitarian aid.

Four Types of Obstruction Tactics

The tactic of **open rejection** (#1), paired with **agenda exclusion** (#2), has been used consistently since the start of the negotiations. The first instance was when Parties excluded Vanuatu’s 1991 proposal for an insurance mechanism from the Convention text. More recently, countries openly rejected loss and damage finance via Paragraph 51 of the Paris Agreement decision, which precluded the possibility of compensation for loss and damage. These actions have kept loss and damage finance off the agenda, despite calls from activists and developing Parties, including through AOSIS (CAN 2022; McGrath 2022).

Even when Parties included loss and damage on the negotiation agenda, they have **pushed non-transformative solutions** (#11-14) that did not include finance through hard bargaining tactics. A primary tactic has been relegating the issue to dialogues and work programmes. This exemplifies what we call **“all talk, no action”** (#11), that refuses and avoids substantive decisions. The work programme preceding the establishment of the Warsaw International Mechanism in 2013 was a rare exception that led to a clear outcome, albeit without a finance mechanism. More recently, the Glasgow Dialogue, which began after COP26 in 2021, has no mandated outcome for loss and damage finance, which has been a chief complaint of AOSIS and

other members of the G77+China negotiating blocs. The Global North has consistently justified the continuation of these work programmes and dialogues by claiming that Parties need more scientific evidence and inputs. In other words, they employ the tactic of **“waiting on the science”** (#12). The United States, for instance, used this tactic to obstruct AOSIS’ 1991 and 2008 proposals for insurance and other financing mechanisms (McNamara 2014; Siegele 2021). Even today, developed country Parties cite “scientific uncertainty” around the links between climate change and losses and damages, even as the science becomes increasingly conclusive.

As discussions of loss and damage and associated financial mechanisms proliferate **without formal agenda items** (#2) on which to negotiate official texts, Global North countries have **manipulated the language and diluted and swapped the issue’s core concepts** (#7-10). For example, developed country Parties have used the language of “averting, minimizing, and addressing” loss and damage to double-count funding allocated for mitigation and adaptation efforts, thereby obstructing the establishment of a new loss and damage finance mechanism. This tactic appears to be cooperatively employing agreed language, but using this language as a required prefix to “loss and damage” has evolved to signify an aggressive move against the G77+China, who prefer to use “addressing” only

when referring to finance. These countries have also consistently **swapped the concept** (#9) of loss and damage with related concepts such as ‘disaster risk reduction’ and ‘adaptation’. This tactic avoids having a focused discussion on loss and damage, and **keeps the issue off the agenda** (#2) as Parties are already discussing these other concepts elsewhere in the UN institutional architecture. In contrast, wealthy country Parties have worked to **narrow the issue of finance to insurance mechanisms** (#7), which at face value appears to be an attempt at cooperation.

Finally, **reducing transparency** (#5-6) on loss and damage is one of the newest tactics to emerge. For example, countries are using this tactic in the negotiations on the first “Global Stocktake” (GST), which is the primary accountability mechanism for implementing the Paris Agreement. Because there is no connection between the articles on transparency (Article 13) and loss and damage (Article 8) in the Paris Agreement, the Global North has repeatedly refused the Global South’s calls to include loss and damage in the GST, even as a sub-issue area under adaptation. Obstructing transparency in this way further impairs efforts to establish a finance mechanism, as any assessment of losses and damages or actions to address them are not compiled for review.

We believe these categories and examples can be useful in clarifying the issues that are unfolding in the UNFCCC negotiations over loss and damage finances. With adjustments and additions, we believe this initial typology could apply to other areas of global governance as well, including aviation and shipping rules, or health and labor initiatives, calls for financial compensation for damages arising via differentiated obligations and expectations under the General Agreement on Tariffs and Trade and various World Trade Organization agreements, nuclear-arms accords, and of course, development-finance expectations and systems at organizations such as the World Bank Group, the International Monetary Fund and the regional development banks.

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Climate & Development Lab

The Climate and Development Lab is a think tank at Brown University, USA, informing a more just, equitable and effective global climate change policy.

Credits:

This briefing is based on the article “Obstructing Loss and Damage Finance in the UN Climate Negotiations: A Short History and Tactical Field Guide” by Danielle Falzon, Fred Shaia, J. Timmons Roberts, Md Fahad Hossain, Stacy-ann Robinson, Mizan Khan, and David Ciplet.

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Cite as:

Roberts, J. Timmons, Danielle Falzon, Fred Shaia, Md. Fahad Hossain, Stacy-ann Robinson, Mizan Khan, and David Ciplet. 2022. “The CDL Field Guide to Obstruction of Loss and Damage Finance in the UNFCCC Negotiations” *Climate and Development Lab Policy Brief*.

Thanks to the Institute at Brown for Environment and Society for its support of CDL and the International Centre for Climate Change and Development in Bangladesh.

