WHAT HAPPENED IN COPENHAGEN AND THE WAY FORWARD

by Bernarditas Muller, Group of 77 and China Lead Coordinator for the ad hoc Working Group on Long-term Cooperative Action, AWG-LCA, 2008-2009)
12 March 2010

EXECUTIVE SUMMARY

The failure of Copenhagen was not a failure of the multilateral process. On the contrary, Copenhagen failed because the open, transparent and intergovernmental process of negotiations under the United Nations system was discarded and set aside deliberately by the developed countries which worked to undermine this process all throughout the two years before Copenhagen.

This paper provides an analysis of the process that led to the final chaotic plenary which marked the dramatic failure of Copenhagen. It also puts forward an analysis of the Copenhagen Accord, the "deal" that came out of Copenhagen, in terms of its consistency, or inconsistency, with the actual negotiating texts under the current intergovernmental process of the UN Framework Convention on Climate Change (UNFCCC, referred to as the Convention in this text).

The Conference of the Parties (COP) to the Convention decided to "take note of" the Copenhagen Accord, as a compromise between those who supported the Accord and those who opposed it, and the process which brought it about. In UN terms, it means that the COP remains neutral on this text, neither endorsing nor rejecting it.[1] At the same time, the COP adopted decisions to continue the negotiations under the Convention on the ongoing processes.

Negotiations under the Convention must continue, even for those countries that associate themselves with the Copenhagen Accord, in order to render operational mechanisms that have been mentioned in the Accord, in particular for adaptation, mitigation, financing and technology transfer.

The paper also looks at the current attempts by developed countries to continue to undermine the intergovernmental process and work out agreements at bilateral, regional, or issue-focused meetings, for these to be rubber-stamped by the COP at its next session in Cancun, Mexico in December 2010. Once again, the failure of the multilateral process is being used as a distorted excuse to undermine that very process and continue to have a few countries decide for the rest of the world.

Climate change affects all countries of the world. The solutions must be global, and in accordance with internationally-agreed principles and obligations in the Convention and its Kyoto Protocol, the only legal instruments governing climate change, science-based and universally-agreed. The fate of present and future generations cannot be decided by a handful of

[1] Annex to UNGA Decision 55/488 of 07 September 2001

countries, no matter how powerful and influential they might deem themselves to be.

BACKGROUND

In 2007, in Bali, Indonesia, Parties to the Convention agreed on a Bali Action Plan aimed at the full and effective implementation of the Convention, in accordance with its principles and obligations. An ad hoc Working Group on long-term cooperative action, the AWG-LCA, was established for this purpose. The work was to have been completed in 2009, in Copenhagen.

Two years before Bali, at its eleventh session, the Parties adopted a decision to pursue a mandated process under the Kyoto Protocol of the Convention, and set up the ad hoc Working Group on further commitments for Annex I (developed countries) Parties under the Kyoto Protocol, AWG-KP, with no specific deadline for its work, except for the need to ensure that there is no gap between the end of the first commitment period in 2012, and the second commitment period, post-2012.

Together the work of the AWG-LCA and AWG-KP made up the Bali Road Map, which would determine stronger global cooperation to address what was known as the **"**defining challenge of our times", climate change and its adverse effects.

While the developing countries worked to ensure that the principles and obligations under the Convention and its Kyoto Protocol are preserved in any outcome of Copenhagen, most developed countries sought to promote a new legal agreement, "post-2012", that would reject the principle of common but differentiated responsibilities and deny their own responsibilities for historical emissions which caused the problem of climate change.

Denial of this principle would mean denial of their commitments to provide financial resource and technology transfer, in particular for adaptation to developing countries. Proposals put forward by developed countries in the negotiations would lead to shifting the responsibilities for mitigation and adaptation to developing countries themselves, including financing, and commercializing transfer of technology. At the core of these proposals is the promotion of their mainly economic interests.

What is negotiated under these processes is the sharing of the remaining atmospheric space to prevent the catastrophic effects of climate change. This involves huge amounts of financial resources and affect economic activities of all countries. What is at stake for the majority of developing countries is their very survival, and if so, in what form. It means space to obtain a decent standard of living to millions of people in the world. For some others, it involves ensuring profit margins, protecting their economic gains and safeguarding their lifestyles.

The Convention and the Kyoto Protocol provide the means for the world to respond in an equitable and comprehensive manner to the challenge of climate change. The work must continue under these two instruments.

WHAT HAPPENED IN COPENHAGEN

On Process

Much has been written about the flawed process under which the Copenhagen Accord was negotiated and then presented to the plenary of COP 15. It remains true that the non-transparent and exclusive process undertaken by the Danish presidency resulted in the strong divergence of positions on the Accord. What is perhaps less apparent is that there was a deliberate attempt to mislead Parties, especially developing country Parties prior to the final days of Copenhagen, on the intention to negotiate a completely new agreement to replace both the UNFCCC and its Kyoto Protocol.

All through the negotiations under the ad hoc Working Group on Long-term cooperative action (AWG-LCA), developed countries have made clear, through their submissions and through their statements that they are not working within the mandate of the Bali Action Plan (BAP). The moves to increase the number of meetings, to organize the work of the sessions, to establish negotiating groups and sub-groups, the choice of the themes for the workshops, and finally the negotiating texts which came out, all were hard fought negotiations.

The developing countries held firmly to the BAP mandate, while the developed country Parties took every occasion to extend or interpret the mandate to lead to a new agreement that would imply an alteration of the basic principles and provisions of the Convention. The Copenhagen Accord, despite its lip service to these principles and provisions, contains such alterations that go into the very basis and foundation of the balance of differentiated responsibilities under the Convention.

Attempts of developed countries to divide the developing countries were also actively pursued both inside and outside the process. At the same time, developing countries, many already affected by climate change impacts, increasingly recognized the need to remain firmly committed to the principles and provisions of the Convention, and strengthened their unity as Copenhagen drew nearer.

These positions do not exclude the possibility for developing countries to take more effective actions for mitigation and in particular for adaptation, either nationally, as self-financed activities, or in cooperation with other developing countries.

The Copenhagen failure was interpreted by many observers to have been a rejection of the multilateral process in favor of what is perceived to be a more

effective process of a smaller group of influential countries taking decisions for the whole membership. Developed countries are now even claiming that the only effective way to achieve agreement on climate change would be to exclude the majority of the developing world in decision-making.

What is less known is that the multilateral process does allow for small groups to negotiate in the name of the whole. No negotiations of any import whatever, including that of the Kyoto Protocol, were participated in by the entire membership at the very last stages. There have always been a small group of representatives of countries that worked on the final document of any negotiations.

There are procedures by each group of countries on choosing their representatives for small group negotiations that are recognized within the whole UN system, and which may be flexible to fit the needs for discussions. The G77 coordinator system is part of this practice within the Group, in addition to the representatives chosen by the three regional groups within it, those from Asia, Africa and Latin America and the Caribbean. In climate change negotiations, representatives of specific interest groups are also present.

These representatives are democratically chosen and nominated by groups to represent their interests in small room negotiations. Consultations with the bigger groups are undertaken as may be needed all throughout the negotiations and therefore the main results are known and approved by all before the final plenary is held.

Following this process, the G77 and China met and agreed to have their representatives, at the highest level, in a “Friends of the Chair” setting in the second week in Copenhagen. The position was made known to the Danish Presidency, in the person of the former Chairperson, who agreed to convene a meeting to name the representatives. Delegates waited in vain for this meeting to be convened. By that time, the new President had already begun his closed-door consultations.

It was clear to many developing countries that the negotiations were kept on hold while waiting for chosen Heads of State to meet and decide for the rest of the world. Not all the Heads of State or Ministers present in Copenhagen, in particular from developing countries, were invited to participate in this small group. In the end, when it became evident that no agreement can be reached on the texts presented by the Presidency, the situation became desperate for them. When through intensive negotiations, a text was finally agreed in the small group, the agreement was announced even before the COP had taken a look at it.

For five hours, from late at night to early morning, Ministers and Heads of delegations were kept waiting without the courtesy of any explanation, again contrary to usual practice. When finally the plenary met, it was presented with an agreed text and given one hour to consider it. When flags were raised to

intervene, the President chose to ignore them, until some were led to bang their nameplates on the table to be given the floor.

The Copenhagen Accord was therefore "taken note of" as a compromise for the plenary to be able to get on with its work. Decisions were also adopted, not without difficulty, to continue the negotiations under the two processes.
Transparency and an open process are particularly important for climate change as it affects all countries, from the smallest to the biggest among them. For many small developing countries, it is a matter of survival. For developed countries, the negotiations also involved huge economic interests and the protection of these interests remained primordial for them. Moral and ethical considerations and the wellbeing of the majority were therefore put aside in favor of the few, more powerful interests.

This, more than the ineffectiveness of the multilateral process, caused the collapse of Copenhagen.

AN ANALYSIS OF COPENHAGEN ACCORD

Preamble

1. On the heading: There was a clear divergence of positions on the listing of names of those who participated in the small group negotiations of the Copenhagen Accord, and on listing any country that subsequently decides to associate itself with the Accord.

   The moves, therefore, of the Danish presidency, of the UNFCCC Executive Secretary, and of the UN Secretary-General to promote the association with the Accord actively are not agreed to by the COP, not to mention that it is outside their respective mandates.

2. On the preambular paragraphs:

- Article 2 of the Convention not only covers its ultimate objective. The pursuit of the ultimate objective, under Article 2, must take into account three parameters: the need for adaptation, the need for food security, and the need for sustainable development.
- The Accord merely "takes note" of the results of the work done of the two ad hoc Working Groups, and therefore is neutral on them. This means that it de-links itself from these results.
- The next paragraph then endorses these results, in such a manner that suggests that the work of the LCA is finished, but that the work of the AWG-KP continues. However, COP decisions were adopted in Copenhagen to continue the work in both working groups, and to "take note" of the Accord. The relation between these decisions is therefore clear: that the Accord is an outside process that the COP is neutral on, neither welcoming nor condemning it, but that the work of the multilateral process, through the two working groups, will continue.

- The last preambular paragraph states that the Accord is "operational immediately." How this is to be done, or the conditions for it, are however not clarified in the body of the Accord.

Operative paragraphs

Paragraph 1

On initial reading, para. 1 would seem to be in accordance with the Convention. Despite the references in this paragraph to the principle of common but differentiated responsibilities, however, the following paragraphs in fact shift the interpretation of this principle from responsibilities for historical emissions to current emissions, through the addition of the phrase "and respective capabilities" which in the negotiations of the Convention referred to the different levels of capacities of developed countries to meet mitigation commitments.

It is noted that the reference to equity, which in the Convention precedes that of "common but differentiated responsibilities" (Article 3.1) is placed instead in relation to sustainable development, referring to developing countries' responsibilities, and linked to the proposed long-term goal, which has been the position of developed countries in these negotiations.

Most developing countries, in particular the SIDS and LDCs, call for action that will mean a temperature increase of well below 2°C. It must also be recognized that in the negotiations, this long-term goal is linked to mitigation actions of developing countries, part of which these countries are to finance domestically. Many developing countries also point out the disastrous effects to them of a 2°C limit of temperature increase.

The Intergovernmental Panel on Climate Change (IPCC) for Africa, as an example, concludes that "the median temperature increase lies between 3°C and 4°C, roughly 1.5 times the global mean response."[2] For this reason, the African Group, like the small island developing States, call for a long-term goal that is well below 2°C.

The last sentence in this paragraph puts together the adverse impacts of climate change and "potential" impacts of response measures on developing countries, to be addressed through adaptation. This linkage does not differentiate between the need to meet the adverse effects of climate change, and the international cooperation necessary need to address the economic and social consequences of response measures, and which could include, among others, barriers to trade, not necessarily addressed through adaptation alone.

[2] Contribution of Working Group I, IPCC 4th Assessment Report, Chapter 11, Regional Climate Projections, pp. 866-867

Moreover, the reference to the establishment of a "comprehensive adaptation programme, including international support" is mainly a responsibility made incumbent upon developing countries. It does not take into account that meeting costs of adaptation for particularly vulnerable countries is a commitment of developed countries and is not an adjunct of national adaptation programmes. In addition, the establishment of these adaptation programmes is then turned into a conditionality for the provision of support.

Paragraph 2

Once again, the reference to equity is linked to the achievement of the 2°C limit of temperature increase. The intention is for all countries to commit to this goal, without specifying the burden-sharing involved in adopting this goal. Then follows a reference to "peaking", particularly dangerous for developing countries, because it essentially means a limit to their economic growth and development, even with the recognition that "peaking" will be "longer" (who will determine this and using what criteria?) in developing countries. Taken together with the long-term goal and the sharing of the emissions reductions necessary to achieve this, peaking will come to many developing countries before they have achieved their priorities of poverty eradication and social and economic development.

As to the last phrase, it is the pursuit of sustainable development that will be indispensable for low-emission development, and not the other way around as stated in this paragraph.

Nowhere in this paragraph does it recognize that the essential parameters of the achievement of the ultimate objective of the Convention, translated into the long-term goal, (the need for adaptation, that food production is not threatened, and sustainable development- Article 2) should be ensured.

Paragraph 3

The UNFCCC contains four references to adaptation: one in Article 3.3 (Principles), on the precautionary principle, and three under Article 4 (Commitments), all related to financing and technology transfer commitments of developed countries to developing countries.

This paragraph limits the provision of enabling means to the "implementation of adaptation actions" alone, and not to the preparation of national programmes or national plans for adaptation, as required by the Convention. It also limits the application of financing to specific groups of countries and not to all developing countries as required by the Convention.

Paragraph 4

Nowhere in this paragraph, covering mitigation targets of developed country Parties is "comparability of efforts" addressed. Instead it says that Annex I countries that are Parties to the Kyoto Protocol will further strengthen their

emissions reductions. The US is not a Party to the KP, and has declared that it will never ratify the KP, although it remains a signatory to it.

The US mainly bases it mitigation targets on nationally-determined reductions for all Parties. The US position conveniently disregards any reference to its obligation, as an Annex I Party to the Convention to undertake reduction commitments under Article 4.2, sub-paragraphs (a) and (b). Moreover, the US joined the COP in adopting the Berlin Mandate which recognized as inadequate the commitments under these Articles, and which laid the bases for the negotiations of the Kyoto Protocol. In effect therefore, the US has agreed that their commitments under the Convention are inadequate and must be rendered adequate.

The paragraph also states in its last sentence that both the mitigation targets and provision of financing will be reported, measured and verified in accordance with existing and any further guidelines of the COP. There have been serious gaps in the implementation of the decisions taken by the COP on the matter of Annex I national communications, which include reporting on their fulfillment of commitments for financing and technology transfer, as shown in the syntheses of Annex I communications.

There is first of all no mention at all of the commitments for transfer of technology in this paragraph. The current mechanism on the review of national communications of Annex I countries, the in-depth review teams, are limited to national GHG inventories. There are in effect no verification guidelines or mechanisms currently established under the Convention. There is no reference at all to the need to establish these measurement and verification mechanisms under the Convention.

It must also be recognized that the balance of common but differentiated responsibilities is clearly reflected in the provisions of the Convention, which determine a different process of reporting for Annex I countries and their consideration which includes review; and for non-Annex I countries for the contents of national communications, and on their consideration, which does NOT include individual reviews of these communications but only an assessment of the overall aggregated effects of the steps taken by these countries.

Paragraph 5

Practically every sentence of this paragraph is inconsistent with the provisions of the Convention, as nationally-appropriate mitigation actions of non-Annex I Parties are not obligations of these Parties under the Convention.[3]

A requirement for non-Annex I Parties to submit national communications every two years is contrary to the provision in Article 12.5, which further

[3] Undertaking national programmes is contingent upon the provision of financial resources, at agreed full costs and agreed full incremental costs, depending on the activity (Article 4.3) by developed countries to developing countries.

provides that the timing of the submission is “subject to the availability of financial resources in accordance with Article 4.3”, that is, provision of financing at agreed full costs basis.

Self-supported mitigation actions are also required to be submitted every two years, and then be subject to “international consultations and analysis under clearly defined guidelines that will ensure that national sovereignty is respected.” The meaning and intent of this sentence are entirely unclear. What is clear is that it is not consistent with Article 10.2 (a) of the Convention on the consideration of information contained in national communications of non-Annex I Parties to the Convention.

The registration of mitigations actions for the purpose of getting financing is entirely the opposite of the provision under Article 4.7. Financing and technology transfer will determine whether actions can be undertaken or not, and not as stated here, where the actions come first and financing and technology enabling means afterwards.

The Convention states that financing and technology transfer as enabling means for undertaking mitigation and adaptation actions are to be provided by developed country Parties to developing country Parties and not to be provided only when actions are to be implemented. This distortion of the Convention provisions punishes those developing countries that are unable even to undertake national planning and programmes to determine their mitigation and adaptation actions, by withholding financing for them until they are able to come up with mitigation actions.

Paragraph 6

This paragraph does not recognize the commitment of developed countries to provide financing at agreed full incremental basis and technology transfer to enable them to undertake and prepare for REDD+ activities, as contained in Articles 4.1 (c) and 4.1 (d) of the Convention. It likewise subjects the provision of this financing to the establishment of a mechanism to “enable the mobilization of financial resources from developed countries.”

Paragraph 7

The use of markets is not envisaged in the Convention, and opens the way through which mitigation actions developing countries will have to be commercialized in order for them to be able to undertake mitigation. The second sentence is completely unclear and only implies that the low-emitting countries would have to be encouraged by “positive incentives” through markets for them to achieve sustainable development.

This paragraph completely throws out of the window the commitment of developed countries for financing and technology under the Convention. This is one of those issues that were taken out of the hands of the negotiators and placed in the hands of the small negotiating group, together with financing and the long-term goal.

Paragraph 8

Despite the first sentence, this paragraph completely takes out of the Convention the determination of how the implementation of commitments for the provision of financial resources by developed country Parties to developing countries will be fulfilled:

The use of “international institutions” mean that financing will be channeled through institutions that have been determined by the COP as being outside of the framework of the financial mechanism of the Convention, through voluntary channels (Article 11.5), and therefore the current situation with the continuation of the problems that are encountered by developing countries in financing.

No indication is given as to how the amounts mentioned in this paragraph were arrived at. The fact remains that these amounts are largely inadequate to meet the needs of developing countries to undertake mitigation and adaptation actions.

The mandate of the COP to provide guidance on policies, programme priorities and eligibility criteria for financing (Article 11.1) is taken over by undetermined criteria for disbursement and allocation of funds.

It remains unclear on how these amounts will be generated from a “wide variety of sources, public and private, bilateral and multilateral, including alternative sources of finance”, the conditions for the provision of these resources, and under what criteria, as well as to who will determine the “needs of developing countries”.

Much more remain unclear: what is meant, for example by “effective and efficient fund arrangements” for adaptation and who will determine these, and who will determine and under what criteria will there be a “balanced allocation between adaptation and mitigation” of the financial resources?

What is meant by “in the context of meaningful mitigation actions and transparency of implementation, “ on which is based the commitment to a goal of mobilizing “jointly” (between which Parties?) US$100 billion a year by 2020? Are these conditionalities for the provision of financing for mitigation?

What is meant by “a governance structure providing for equal representation of developed and developed countries” in the light of the proposals of developed countries for equal representation of “net donor and net recipient” countries? Nowhere is here a mention of a transparent system of governance for the financial mechanism of the Convention.

Finally, what is the “Copenhagen Green Climate Fund” through which a “significant” portion of such funding should flow, when was it established and agreed upon, under what terms of reference and where will it be based, inside or outside the Convention.

This paragraph contains financing provisions that are the proposals of the developed countries under the current negotiating process, and does not in any way reflect the position of developing countries, in particular the proposal made by the Group of 77 and China for the operationalization of the financial mechanism under the Convention.

It completely negates the commitments of developed country Parties to provide financial resources, transfer of technology and meeting costs of adaptation under the Convention which does not recognize the donor/recipient relationship which is the core of development assistance.

Paragraph 9

The establishment of a High-Level Panel, a proposal of developed countries, is unnecessary and undermines the mandate given to the COP under Article 7.2 (h) of the Convention. It also undermines a function of the financial mechanism and merely adds a layer of bureaucracy to it.

Paragraph 10

It is inconsistent with the provisions of the Convention as it envisions the participation of developing countries to the Fund. While this possibility is not entirely excluded from the proposal of the Group of 77 and China , it undermines the implementation of commitments under Article 4.3.

It is further unclear as to where this Fund will be based. If it is outside of the Convention, then it does not need to be established by the COP nor in fact be recognized by it. The problems of governance and accountability, among others, will merely be perpetuated as with the current system of financing.

This paragraph, as well as the preceding paragraphs, prejudges the current negotiations under the AWG-LCA in favor of developed country Parties' proposals.

Paragraph 11

It is significant to note that, compared to the four paragraphs related to financing, and the mention of financing in almost every other paragraph of the Accord, this is the only one dealing with the development and transfer of technology. It likewise only limits technology development and transfer to "support of action on adaptation and mitigation", and the establishment of a mechanism. It does not in any way conform nor relate to the implementation of developed country Parties' commitments under Article 4.5 of the Convention.

This is also an issue being discussed under the current AWG-LCA process, but the wording in this paragraph undermines these negotiations in favor of developed country Parties' proposals.

Paragraph 12

Given the contents of the Accord, the assessment will mainly consist of what developing countries have accomplished in terms of mitigation actions. The Accord denies the scientific assessment of historical responsibilities for climate change, and therefore also denies the obligations of developed countries to provide financial resources, transfer of technology and meeting costs of adaptation to developing countries. The assessment will only focus on the long-term goal for emission reductions.

One would hope that by 2015, given the recent scientific assessments of climate change, it would not be too late to reassess this long-term goal.

CONCLUSIONS

1. The Accord is largely inconsistent with the provisions under the Convention. It has altered the balance of common but differentiated responsibilities under the Convention, to the disadvantage of developing country Parties.

2. The Accord mainly imposes obligations on developing country Parties, while watering down the obligations of developed country Parties. Therefore, additional obligations do not ensure that developing countries will receive the financial resources, adaptation financing and technology transfer that the Convention provides for them.

3. Rendering the Accord operational, in particular for mechanisms for financing, technology and REDD+ requires that these negotiations continue.

4. In effect, if the Accord were to be taken as "political guidance" for the continuation of the negotiations, it would already have prejudged some of the most important results of these negotiations.

5. As the Accord was only "taken note of" by the COP, it therefore should not be taken as the basis of the negotiations that will continue under the Convention.

THE WAY FORWARD

The majority of developing countries, even those that have associated with the Accord, support the continuation of the two-track parallel processes. At their insistence, representatives of developing countries in the Bureau of the COP worked for more meetings of the formal processes in 2010, leading to Mexico.

It is worth noting that in 2009, when the developed countries, in particular the European Union, were interested in "sealing a deal" in Copenhagen, financing for additional meetings were readily made available. The Group of 77 was even able to demand that two representatives from developing country Parties

each would be funded for participation in the meetings. The AWG-LCA held numerous meetings in informal consultations in order to decide to hold more meetings during the year.

This time, the Parties are told that financing is difficult to obtain for meetings, and when finally it was decided to hold a meeting to plan a clear work programme until Mexico, it was decided to hold a three-day meeting over a weekend, something unthinkable for developed countries in 2009! The first meeting of the AWG-LCA and AWG-KP for 2010 will therefore be held in Bonn, Germany, the UNFCCC headquarters, from Friday, 9 April to Sunday, 12 April. This session is preceded by one-day regional meetings, including for the plenary of the G77, instead of the two-day G-77 meetings in 2009. The African Group, the Least-developed countries, and the Alliance of Small Island States (AOSIS) held separate meetings in the days preceding the sessions in 2009.

Many developing countries are calling for more meetings during the year, while developed countries declared that the process would best be served if taken out of the Convention, and held outside it. There have been numerous bilateral meetings, regional meetings, issue-based meetings, including by the incoming COP President, Mexico, involving selected groups of countries, mainly aimed at reaching agreement on outstanding issues before COP16, all of them outside of the formal negotiating processes, and in favor of the terms of the Copenhagen Accord.

The UN Secretary-General is contributing to these efforts, as he had during 2009, in pushing for agreement outside of the intergovernmental process of which he himself is supposed to be the main guardian.

There can be no universal agreement without the participation of all countries. As previously shown, this does not necessarily mean that all countries have to be around one huge table to negotiate. Normal negotiating processes are conducted in small groups, but with democratically-chosen representatives. These representatives then regularly consult with the bigger groups so that when agreement is reached, then all are aware and have participated in it. Consensus is not a problem; consensus is the only way. Avoiding consensus is the problem.

It is not the intergovernmental, multilateral process that failed in Copenhagen. Rather, Copenhagen failed because the intergovernmental process was not followed. For a successful, equitable outcome that would truly engage global cooperation in Mexico, the open and transparent multilateral process under the two legal instruments, the Convention and its Kyoto Protocol, must continue and reach a binding outcome, for the benefit of all. Our common future depends on it.

Geneva, 12 March 2010