

**INTERNATIONAL COURT OF JUSTICE**

**OBLIGATIONS OF STATES IN RESPECT OF CLIMATE CHANGE**

**(REQUEST FOR AN ADVISORY OPINION)**

**ANSWERS TO THE QUESTIONS POSED BY JUDGES**

**20 DECEMBER 2024**

## **I. INTRODUCTION**

1. On 13 December 2024, certain Judges of the International Court of Justice (“ICJ”) posed questions to all the participants in the advisory proceedings on the *Obligations of States in respect of Climate Change*.<sup>1</sup> After careful consideration, Latvia has decided to respond to the question posed by Judge Tladi (Section II).
2. Latvia fully maintains the views expressed in its written statement, written comments, and oral submissions relevant to the questions posed by Judge Cleveland, Judge Aurescu, and Judge Charlesworth.

## **II. THE QUESTION POSED BY JUDGE TLADI**

3. Judge Tladi posed the following question:

In their written and oral pleadings, Participants have generally engaged in an interpretation of the various paragraphs of Article 4 of the Paris Agreement. Many Participants have, on the basis of this interpretation, come to the conclusion that, to the extent that Article 4 imposes any obligations in respect of nationally determined contributions, these are procedural obligations. Participants coming to this conclusion have, in general, relied on the ordinary meaning of the words, context and sometimes some elements in Article 31 (3) of the Vienna Convention on the Law of Treaties. I would like to know from the Participants whether, according to them, ‘the object and purpose’ of the Paris Agreement, and the object and purpose of the climate change treaty framework in general, has any effect on this interpretation and if so, what effect does it have?<sup>2</sup>

4. Article 31, paragraph 1, of the Vienna Convention on the Law of Treaties provides, in line with customary international law, that a treaty must be interpreted in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context

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<sup>1</sup> *Obligations of States in respect of Climate Change* (Request for an Advisory Opinion) CR 2024/54 39-41.

<sup>2</sup> *Ibid* 40.

- and in the light of its object and purpose.<sup>3</sup> The ICJ has treated the object and purpose of the treaty as an important element of the interpretative exercise.<sup>4</sup>
5. Latvia throughout these proceedings has taken the view that the obligation to mitigate adverse effects of climate change in Article 4 of the Paris Agreement has a primarily, but not exclusively, procedural character. Latvia has also been consistent in arguing that this obligation is subject to requirements of due diligence, and that discretion under Article 4 is not unlimited. One effect that the object and purpose of the Paris Agreement and climate change treaty framework may have on interpretation of Article 4 is to inform how this discretion is to be calibrated.
  6. Latvia's written and oral submissions excerpted below demonstrate its approach to interpretation of Article 4 of the Paris Agreement and the role of the object and purpose.<sup>5</sup> Latvia notes that other participants in these proceedings have approached the interpretative exercise in similar terms in their oral submissions.<sup>6</sup>

#### **A. Oral submissions**

7. In its oral submissions,<sup>7</sup> Latvia argued that:

... the obligation to mitigate adverse effects of climate change in Article 4, paragraph 2, of the Paris Agreement is an obligation of conduct, not result, and is subject to requirements of due diligence.<sup>8</sup> The discretion accorded to States by this provision in designing their nationally determined contributions ("NDC") and measures to pursue

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<sup>3</sup> *Arbitral Award of 3 October 1899 (Guyana v. Venezuela)* (Preliminary Objection) [2023] ICJ Rep 262 paras 103, 104.

<sup>4</sup> *Ibid* paras 94-95. See also *Immunities and Criminal Proceedings (Equatorial Guinea v. France)* [2020] ICJ Rep 300 paras 66, 68, 73; *Arbitral Award of 3 October 1899 (Guyana v. Venezuela)* (Jurisdiction of the Court) [2020] ICJ Rep 455 paras 73, 83, 86, 97, 114, 115, 130; *Certain Iranian Assets (Islamic Republic of Iran v. United States of America)* [2023] ICJ Rep 51 paras 43, 102, 214.

<sup>5</sup> The excerpts from written and oral submissions omit the paragraph numbers. Footnotes are renumbered and, where necessary for cross-references, adjusted.

<sup>6</sup> CR 2024/36 p. 62, paras. 21-22 (Blake); CR 2024/39 pp. 27-28, para. 11, p. 30, para. 14 (Sarvarian); CR 2024/39 p. 46, paras. 4-9 (Jervell); CR 2024/41 pp. 10-11, paras. 11, 14 (Colas); CR 2024/43 p. 36, paras. 22-25 (Okowa); CR 2024/49 p. 47, paras. 13-14 (Thouvenin); CR 2024/49 p. 66, para. 15 (Loewenstein).

<sup>7</sup> CR 2024/44 p. 13 paras. 8-9 (Paparinskis).

<sup>8</sup> Written Statement African Union, para 132; Written Statement Solomon Islands, para 78; Written Statement Tonga, para 156.

them, while wide, is not unlimited. Vanuatu has noted that State obligations are bounded by “parameters” that provide “regime-specific markers for due diligence”.<sup>9</sup> Latvia agrees.

In performing their mitigation obligations under Article 4, paragraph 2, States must act with due diligence:

- in good faith to ensure that the object and purpose of the treaty, particularly the 1.5°C temperature goal, are properly pursued;<sup>10</sup>
- “in accordance with best available science”;<sup>11</sup>
- informed by the “highest possible ambition”, progression over time, and differentiation;<sup>12</sup>
- in line with procedural obligations regarding preparation, communication, maintenance, and implementation of NDCs;<sup>13</sup> and
- taking into account relevant decisions of the respective COPs.<sup>14</sup>

Discretion under such a treaty provision, as a corollary, also entails a duty “to exercise the power properly and reasonably”, to borrow the language used by Judge Xue in *Whaling in the Antarctic*.<sup>15</sup> For Article 4, paragraph 2, it means that the NDCs must be genuinely for the purpose, and bear a reasonable relation to the objectives of achieving the temperature goal. Domestic mitigation measures must be for the purpose of achieving such contributions and bear a reasonable relation to the Party’s stated objectives.

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<sup>9</sup> Written Statement Vanuatu, para 411.

<sup>10</sup> Paris Agreement, Art. 4, para 1; see also *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)*, Judgment, ICJ Reports 1997, para 142.

<sup>11</sup> Paris Agreement, Art. 4, para. 1.

<sup>12</sup> *Ibid.*, Art. 4, paras. 2-3.

<sup>13</sup> *Ibid.*, Art. 4. Paras. 8-9, read together with Art. 14, para. 3; Art. 4, para. 15.

<sup>14</sup> UNFCCC, Art. 7; Paris Agreement, Art. 16. See also CR 2024/41, pp. 12-13, paras. 19-20 (France, Colas).

<sup>15</sup> *Whaling in the Antarctic (Australia v. Japan: New Zealand Intervening)*, Judgment, I.C.J. Reports 2014, separate opinion of Judge Xue, p. 422, para. 9.

## B. Written comments

8. In its written comments,<sup>16</sup> Latvia argued that:

### *The temperature goal*

The Paris Agreement’s temperature goal aims to hold the “increase in the global average temperature to well below 2°C above pre-industrial levels” and to pursue “efforts to limit the temperature increase to 1.5°C above pre-industrial levels”.<sup>17</sup> Subsequent to the conclusion of the Paris Agreement, Parties have committed to “pursue efforts to limit the temperature increase to 1.5°C”.<sup>18</sup> Participants in these proceedings have emphasized the importance of the 1.5°C goal.<sup>19</sup> For example, Vanuatu refers to the recognition by the Glasgow Climate Pact at the Conference of the Parties (“COP”) 26 that, to achieve the 1.5°C temperature goal, there would need to be “rapid, deep and sustained reductions in global greenhouse gas emissions, including reducing global carbon dioxide emissions by 45 per cent by 2030 relative to the 2010 level and to net zero around mid-century”.<sup>20</sup>

Latvia agrees with the emphasis on the importance of the 1.5°C temperature goal and the importance of implementing the Parties’ resolution to pursue efforts to achieve that goal. In its Written Statement, Latvia highlighted the 1.5°C target goal, and specifically drew attention to the Outcome of the First Global Stocktake (“Outcome”).<sup>21</sup> The Outcome “*resolves*” to pursue efforts towards 1.5°C and “*emphasizes* the need for urgent action and support to keep the 1.5°C goal within reach”.<sup>22</sup> The Outcome also “*recognizes*” that there must be “deep, rapid and sustained reductions in global greenhouse gas emissions of 43 per cent by 2030 and 60 per cent by 2035 relative to the 2019 level and reaching net zero carbon dioxide emissions by 2050”, in order to

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<sup>16</sup> Written Comments of Latvia (14 August 2024) <<https://www.icj-cij.org/sites/default/files/case-related/187/187-20240814-wri-06-00-en.pdf>> paras 13-20.

<sup>17</sup> Paris Agreement Adopted in Decision 1/CP.21, ‘Adoption of the Paris Agreement’ (adopted 12 December 2015) FCCC/CP/2015/L.9 (29 January 2016), (entry into force 4 November 2016) 3156 UNTS 79 (signed by Latvia on 22 April 2016, ratified on 16 March 2017) art Article 2(a).

<sup>18</sup> See Decision 1/CMA.3, ‘Glasgow Climate Pact’ (13 November 2021) FCCC/PA/CMA/2021/10/Add.1 [21]. The net zero goal is articulated in the Paris Agreement (n 17) art 4(1), and denotes “a balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases”.

<sup>19</sup> See WS EU [152]; also WS COSIS [110]-[111]; WS Dominican Republic [4.28]-[4.29]; WS Grenada [26]-[30]; WS Mauritius [101]; WS Seychelles [91]; WS Timor-Leste [98]-[99]; WS Tuvalu [105]-[110]; WS UK [63]; WS US [3.39].

<sup>20</sup> WS Vanuatu [403], generally [401]-[403].

<sup>21</sup> WS Latvia [18] and fn 28.

<sup>22</sup> Decision 1/CMA.5, ‘Outcome of the First Global Stocktake’ (13 December 2023) FCCC/PA/CMA/2023/16/Add.1 [4]-[5] (emphasis in the original).

achieve the 1.5°C target.<sup>23</sup> Moreover, in pursuit of efforts to achieve the 1.5°C goal, Parties should act to enhance international cooperation in accordance with the “Roadmap to 1.5°C”.<sup>24</sup>

Parties are obliged to design and implement their nationally determined contributions (“NDC”) in light of the Outcome.<sup>25</sup> Consequently, current NDCs must be informed by the need to pursue efforts to make the deep, rapid and sustained reductions in anthropogenic GHG emissions that meaningfully contribute to the timely reductions in global greenhouse gas emissions needed to keep emissions in line with the 1.5°C goal.<sup>26</sup>

#### *Binding GHG mitigation obligations*

Several participants have observed that the mitigation obligation in Article 4, paragraph 2, of the Paris Agreement is an obligation of conduct, not result, which is subject to requirements of due diligence.<sup>27</sup> A number of participants have also submitted that, notwithstanding the large measure of national discretion accorded to States in designing their NDCs and in designing measures to pursue their NDCs, that discretion is not unlimited.<sup>28</sup> For example, Vanuatu states that State obligations are bounded by “parameters” that provide “regime-specific markers for due diligence”.<sup>29</sup> Latvia agrees, and in its Written Statement made the same point in very similar terms.<sup>30</sup>

For several participants, the main limitations on the discretion to determine national contributions involve the temperature goal and objectives of the Paris Agreement<sup>31</sup> and criteria specified in Article 3 and Article 4, paragraphs 1, 3 and 4.<sup>32</sup> In addition, several participants consider that there is a need to take into account the best available scientific

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<sup>23</sup> Ibid [27] (emphasis in the original). Moreover, the Outcome sets out a number of clearly defined ‘global efforts’ for achieving the necessary reductions, to which it “calls on” Parties to contribute, [28], and which should inform nationally determined contributions (“NDC”).

<sup>24</sup> ‘Outcome’ (n 22) [191].

<sup>25</sup> In accordance with Paris Agreement (n 17) arts 4(9), 14(3).

<sup>26</sup> Such efforts should be made in light of national circumstances, the best available science and in a nationally determined manner: ‘Outcome’ (n 22) [39].

<sup>27</sup> See WS EU [135]; also WS AU [132]; WS China [48]; WS New Zealand [61]; WS Portugal [55]; WS Solomon Islands [78]; WS Tonga [147].

<sup>28</sup> See WS EU [135]; also WS Antigua and Barbuda [243]; WS AU [95]; WS France [28]; WS Singapore [3.35]; WS Solomon Islands [79]; WS Switzerland [57]; WS Tonga [156].

<sup>29</sup> WS Vanuatu [411].

<sup>30</sup> Generally WS Latvia [28]-[31].

<sup>31</sup> See WS EU [140]; also WS Bahamas [86]; WS COSIS [113]; WS France [29]; WS Germany [50]; WS Kenya [5.36]; WS New Zealand [61]; WS Portugal [53]; WS Singapore [3.35a]; WS Timor-Leste [118].

<sup>32</sup> See EU [140], [146]-[150]; also WS Antigua and Barbuda [253]-[266]; WS AU [133]; WS China [49]; WS Grenada [33]; WS Kenya [5.37]; WS Korea [20]; WS Marshall Islands [42]; WS Mauritius [107]; WS Seychelles [72]-[77]; WS Solomon Islands [74]-[78]; WS Timor-Leste [118]; WS Tonga [149]-[153]; WS US [3.18].

evidence<sup>33</sup> and to conform to the requirements of good faith.<sup>34</sup> Vanuatu, for example, states that due diligence involves the following standards: *first*, the requirements of “progression over time” and “highest possible ambition” as parameters that shape “the requisite due diligence of States in relation to addressing climate harms”;<sup>35</sup> *secondly*, the temperature goal and net zero that create a “normative expectation that Parties’ actions will be aligned with these goals”;<sup>36</sup> *thirdly*, an “expectation that Parties’ actions will reflect their common but differentiated responsibilities and respective capabilities, in light of different national circumstances”;<sup>37</sup> *fourthly*, the nature and degree of harm that would be suffered in the absence of diligent action;<sup>38</sup> and, *fifthly*, the requirement of good faith.<sup>39</sup> Latvia generally agrees.

As Latvia stated in its Written Statement, in performing their obligations under Article 4, paragraph 2, States must act with due diligence “to ensure that the objectives of the Paris Agreement are met”, and that the standards of diligence are “informed by the ‘highest possible ambition’, progression over time and differentiation, as noted in Article 4, paragraphs 3 and 4”.<sup>40</sup> To this Latvia would add the need to act “in accordance with best available science”, noted in Article 4, paragraph 1, of the Paris Agreement. The application of these elements as regime-based parameters for due diligence derives support from the effective interpretation of Article 4, as well as from the Court’s approach to standards that, though “not being formally binding, are, to the extent relevant, to be taken into account”.<sup>41</sup>

Latvia also considers that good faith, together with the temperature goal, condition the performance of the obligations in Article 4, paragraph 2, to ensure that the Agreement’s objectives are properly pursued.<sup>42</sup> The Court has stated that “[t]he principle of good faith obliges the Parties to apply [the Treaty] in a reasonable way and in such a manner that its purpose can be realized”.<sup>43</sup> In relation to the performance of discretionary

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<sup>33</sup> See WS EU [138]-[139]; also WS Antigua and Barbuda [250]-[252]; WS COSIS [92]; WS Germany [48]; WS Mauritius [105]; WS Solomon Islands [82]; WS St Lucia [54].

<sup>34</sup> See WS AU [96]; WS Belize [56]; WS Colombia [3.21]-[3.22]; WS France [24], [55]; WS Korea [20]; WS Solomon Islands [78]; WS Tuvalu [88].

<sup>35</sup> WS Vanuatu [414]; also *ibid* [410], [411].

<sup>36</sup> *Ibid* [413].

<sup>37</sup> *Ibid* [415].

<sup>38</sup> *Ibid* [416].

<sup>39</sup> *Ibid* [417].

<sup>40</sup> WS Latvia WS [30]. In addition to these “parameters”, Latvia also highlighted the existence of other procedural obligations, notably under Paris Agreement (n 17) arts 4(8), (9), (15), 14(3), see WS Latvia [31].

<sup>41</sup> *Pulp Mills on the River Uruguay (Argentina v. Uruguay)* (Judgment) [2010] ICJ Rep 14 [62].

<sup>42</sup> WS Latvia [29].

<sup>43</sup> *Gabčíkovo-Nagymaros Project (Hungary/Slovakia)* (Judgment) [1997] ICJ Rep 7 [142].

powers under a treaty, such powers “must be exercised reasonably and in good faith”,<sup>44</sup> and in line with factors set out in the treaty.<sup>45</sup> Such factors include objectives expressly contained within the relevant treaty, “in the light of which the other Treaty provisions are to be interpreted and applied”.<sup>46</sup> Where there is a duty, under a treaty, to act for a particular purpose, the duty of good faith performance requires that measures undertaken in reliance on the treaty should pursue that purpose,<sup>47</sup> and that both the design and implementation of any measures taken in pursuit of that purpose should be reasonable in relation to achieving their stated objectives.<sup>48</sup>

The temperature goal in Article 2, read in line with subsequent decisions of the Conference of the Parties serving as the meeting of the Parties (“CMA”), constitutes one of the three express objectives of the Paris Agreement. As stated in Article 3, the general purpose of “nationally determined contributions”, under all parts of the Paris Agreement, expressly including Article 4, is to achieve the temperature goal.<sup>49</sup> Moreover, according to Article 4, paragraph 1, the objective of climate change mitigation measures is “[i]n order to achieve the long-term temperature goal set out in Article 2”. The design and implementation of NDCs, understood in accordance with the ordinary meaning of the terms, in their context within Article 4 and the immediately preceding Articles 2 and 3, and in light of the Paris Agreement’s object and purpose, must be for the purpose of achieving the temperature goal.

In Latvia’s view, this entails that, although there is a wide discretion for States to determine the content of their NDCs, under Article 4, paragraph 2, the NDC must be genuinely for the purpose of, and bear a reasonable relation to the objectives of, achieving the temperature goal. Moreover, good faith performance of the obligation to “pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions” requires that domestic mitigation measures are for the purpose of achieving such contributions and bear a reasonable relation to the Party’s stated objectives.

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<sup>44</sup> *Immunities and Criminal Proceedings (Equatorial Guinea v. France)* (Judgment) [2020] ICJ Rep 300 [73].

<sup>45</sup> *Rights of Nationals of the United States of America in Morocco (France v. United States of America)* (Judgment) [1952] ICJ Rep 176, 212.

<sup>46</sup> *Oil Platforms (Islamic Republic of Iran v. United States of America)* (Preliminary Objections) [1996] ICJ Rep 803 [28].

<sup>47</sup> *Whaling in the Antarctic (Australia v. Japan: New Zealand Intervening)* (Judgment) [2014] ICJ Rep 226 [68].

<sup>48</sup> *Ibid* [67]. See also *ibid* Separate Opinion of Judge Xue 420 [9].

<sup>49</sup> Paris Agreement (n 17) art 3: ‘As nationally determined contributions to the global response to climate change, all Parties are to undertake and communicate ambitious efforts as defined in Articles 4, 7, 9, 10, 11 and 13 with the view to achieving the purpose of this Agreement as set out in Article 2. The efforts of all Parties will represent a progression over time, while recognizing the need to support developing country Parties for the effective implementation of this Agreement.’ (Emphasis added)



### C. Written statement

9. In its written statement,<sup>50</sup> Latvia argued that:

The purpose of the Paris Agreement is directly connected to “enhancing the implementation of the [United Nations Framework] Convention [on Climate Change], including its objective”.<sup>51</sup> The “ultimate objective” of the UNFCCC is the “stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system”.<sup>52</sup> The objective of the Paris Agreement is explained in Article 2 as having three aspects:

- (a) Holding the increase in the global average temperature to well below 2 °C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5 °C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;
- (b) Increasing 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; and
- (c) Making finance flows consistent with a pathway towards low greenhouse gas emissions and climate-resilient development.

The goal expressed in Article 2, paragraph 1(a), of the Paris Agreement (“the temperature goal”) is of primary importance in determining, for the purposes of the Paris Agreement, the degree of warming that constitutes dangerous anthropogenic interference with the climate system. As part of the outcome of the first global stocktake in 2023, the Parties to the Paris Agreement resolved to pursue efforts to limit the temperature increase to 1.5 °C.<sup>53</sup>

...

... Article 4 calibrates the Parties’ discretion to determine their level of contribution and on the objectives and measures to pursue in three ways.

*First*, good faith interpretation and application of Article 4, paragraph 2, in light of its object and purpose, requires that the [National Determined Contributions] and its implementation must be faithful to the long-term temperature goal of the Paris Agreement under Article 2, and the aims of Article 4, paragraph 1, namely the global

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<sup>50</sup> Written Statement of Latvia (19 March 2024) <<https://www.icj-cij.org/sites/default/files/case-related/187/187-20240319-wri-01-00-en.pdf>> paras 18, 28-32.

<sup>51</sup> Paris Agreement (n 17) art 2(1).

<sup>52</sup> United Nations Framework Convention on Climate Change (adopted 9 May 1992, entry into force 21 March 1994) 1771 UNTS 107 (signed by Latvia on 11 June 1992, ratified on 23 March 1995) art 2(1) (“Objective”).

<sup>53</sup> ‘Outcome’ (n 22) [4]; see also, *ibid* [191], which launched the Roadmap to 1.5 °C.

peaking of GHG emissions as soon as possible and their rapid reduction thereafter.<sup>54</sup> The object of climate change mitigation under Article 4, paragraph 1, is “to achieve the long-term temperature goal set out in Article 2”.<sup>55</sup> The mitigation regime established by Article 4 entails a continuing, long-term approach to mitigation, based on progressively greater mitigation efforts over time. The aim of the provision is that the mitigation efforts of the Parties acting under Article 4 will achieve “global peaking” of GHG emissions “as soon as possible” and “rapid reductions” in emissions thereafter, so as to achieve a balance between anthropogenic emissions by sources and removals by sinks of GHG in the second half of this century.<sup>56</sup> It has been noted in scholarship that good faith performance of Article 4, paragraph 2, requires that measures to implement an NDC must be faithful to the objectives set out in the NDC.<sup>57</sup>

*Secondly*, the obligations under Article 4, paragraph 2, have a procedural character. Parties must act with reasonable diligence in preparing and pursuing the implementation of their NDCs to ensure that the objectives of the Paris Agreement are met.<sup>58</sup> The due diligence standard is informed by the “highest possible ambition”, progression over time and differentiation,<sup>59</sup> as noted in Article 4, paragraphs 3 and 4.<sup>60</sup>

*Thirdly*, Article 4 also provides for several procedural obligations regarding preparation, communication, maintenance, and implementation of NDCs. These obligations are expressed in Article 4, paragraphs 8 and 9 (to be read together with Article 14, paragraph 3, and Article 4, paragraph 15). Under Article 4, paragraph 8, Parties are obliged to provide “the information necessary for clarity, transparency and understanding in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement [CMA]”.<sup>61</sup> Decision 4, CMA.1 sets mandatory requirements for the provision of such

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<sup>54</sup> *Oil Platforms (Islamic Republic of Iran v. United States of America)* (Preliminary Objections) [1996] ICJ Rep 803 [28].

<sup>55</sup> Paris Agreement (n 17) art 4(1).

<sup>56</sup> *Ibid.*

<sup>57</sup> D Bodansky, J Brunnée and L Rajamani (eds), *International Climate Change Law* (OUP 2017) ch 4; B Mayer, *International Law Obligations on Climate Change Mitigation* (OUP 2022) 231.

<sup>58</sup> C Voigt, ‘The Paris Agreement: What Is the Standard of Conduct for Parties?’ (2016) 18 QIL 17, 21. The principle of due diligence is examined in more detail ... at Sub-section C.i [of the Written Statement].

<sup>59</sup> *Ibid.*; also B Mayer, *International Law Obligations on Climate Change Mitigation* (OUP 2022) 55-56.

<sup>60</sup> These provisions, while not creating binding obligations on their own, L Rajamani, ‘The 2015 Paris Agreement: Interplay Between Hard, Soft, and Non-Obligations’ (2016) 28 *Journal of Environmental Law* 337, 354-355, may be taken into account in interpretation and application, *Pulp Mills on the River Uruguay (Argentina v. Uruguay)* (Judgment) [2010] ICJ Rep 14 [62]; *Whaling in the Antarctic (Australia v. Japan: New Zealand Intervening)* (Judgment) [2014] ICJ Rep 226 [83], [137].

<sup>61</sup> Decision 1/CP.21, FCCC/CP/2015/L.9 [27], which must be understood together with the transparency framework, see ... at [Section III.A.] (v) [of the Written Statement].

information.<sup>62</sup> More generally, the implementation of the obligations under Article 4, paragraph 2, must be understood in light of the institutional framework developed by the COP and CMA.

*Finally*, the obligations under Article 4, paragraph 2, operate in conjunction with the provisions concerning sinks and reservoirs under Article 5 and Article 6 on voluntary cooperation. Article 5 does not establish a new obligation but encourages further pursuit of the obligation relating to sinks and reservoirs established in Article 4, paragraph (1)(d), of the UNFCCC. The implementation of this obligation occurs primarily in accordance with the framework on Reducing emissions from deforestation and forest degradation in developing countries (REDD-plus).<sup>63</sup>

Respectfully,

  
(Signed) Sanita PĒKALE.

Agent of the Republic of Latvia

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<sup>62</sup> Decision 4, CMA.1, 'Further guidance in relation to the mitigation section of decision 1/CP.21' (adopted 26<sup>th</sup> Plenary Meeting, 15 December 2018) FCCC/PA/CMA/2018/3/Add.1 (19 March 2019) [7], and Annex I [6]-[7].

<sup>63</sup> Decision 1/CP.19, 'Further Advancing the Durban' (adopted 10<sup>th</sup> Plenary Meeting, 23 November 2013) FCCC/CP/2013/10/Add.1 (31 January 2014).