Pozna´n Climate Conference 2008

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The United Nations Climate Change Conference in Poznań, Poland (“Poznań Conference”) lasted from December 1–12, 2008. The Poznań Conference included the fourteenth Conference of the Parties (“COP 14”) to the UN Framework Convention on Climate Change (“UNFCCC”) and fourth Conference of the Parties serving as the Meeting of the Parties to the Kyoto Protocol (“COP/MOP 4”). The Conference was intended to be a significant milestone in global cooperation on climate change, marking the progress between the start of negotiations in Bali in 2007 and the conclusion of negotiations in Copenhagen in December 2009. These negotiations are meant to develop a framework for the international community to combat climate change in the post-Kyoto Protocol world, as Kyoto expires in 2012. Commentators have given varying accounts of the degree to which the Poznań Conference solidified the chance for a successful climate agreement in Copenhagen. Some argue that the Poznań Conference was a productive point in the negotiation process, while others contend that it signified a failure of the developed world to take a serious step towards lowering greenhouse gas (“GHG”) emissions and cooperate with the developing world.

Adaptation Fund

The Adaptation Fund negotiations are considered the only concrete achievement to come out of the Poznań Conference. The Adaptation Fund distributes money to poorer, developing countries for use to guard against the adverse effects of climate change. The Adaptation Fund has been considered a success because developing countries will have access to funds by the next year. However, at $80 million the fund is currently too small to fully accomplish the imposing task of protecting poorer countries from the harmful environmental and economic impacts of climate change.

To increase the size of the Fund, developing countries proposed that money should be added to the fund not only from the current two percent levy on carbon trading under the UN Clean Development Mechanism, but also other forms of carbon trading not currently covered by the Clean Development Mechanism. Developed and developing countries could not reach a compromise to increase funding sources for the Adaptation Fund at the Poznań Conference, so the issue remains for resolution in Copenhagen.

Emissions Reduction and Deforestation

Parties came to Poznań with hopes of advancing the Reducing Emissions from Deforestation and Forest Degradation Plan, or REDD. Unfortunately, no official agreement on the subject was reached. There were, however, several promising statements made by individual countries regarding both emissions reduction and reducing deforestation. For example, Mexico agreed to cut emissions fifty percent below 2002 levels by 2050; Brazil promised a seventy percent cut in its annual deforestation rate by 2017; South Africa initiated a program to cap its carbon emissions by 2025, and the European Union said it will increase its commitment to cut GHG emissions from a twenty percent reduction to a thirty percent reduction by 2020 if a global agreement is reached.

Technology Transfer and Finance

Delegates adopted the Global Environment Facility’s Poznań Strategic Programme on Technology Transfer for developing countries, which will be funded by €50 million from the UN Global Environmental Facility. This program will increase the level of investment by leveraging private investments necessary for developing countries to implement both mitigation and adaptation technologies. Without technology transfer programs such as this, the developing world would not be able to afford meaningful advances in meeting the climate change challenge.

Foundation for Copenhagen

Many important issues that could have been resolved in Poznań, including the division of responsibilities to cut GHG emissions between rich and poor nations, tropical deforestation, and sharing clean technology with developing countries, were left to be decided at the Copenhagen Conference of the Parties. Thus, the negotiations in Copenhagen will have no firm basis from Poznań to build upon. Despite the lack of concrete agreements or achievements resulting from the Poznań Conference, it remains vitally important to create a global commitment to combat climate change in Copenhagen later this year. The urgency of such an agreement can be best summarized by Amjad Abdulla, a delegate from the Maldives in Poznań, “We are really disappointed with the progress we are seeing in Poznań . . . . We are drowning, and there is this huge gap in commitment.”

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3 See Earth Negotiations Bulletin, supra note 1, at 1.


5 See Black, supra note 2.


7 See Black, supra note 2.

8 Id.

9 Id.

10 Id.


15 Id.


ENDNOTES: ASSESSING THE CHALLENGES OF GEOLOGIC CARBON CAPTURE AND SEQUESTRATION continued from page 21

30 See, e.g., Tate v. United Fuel Gas Co., 71 S.E.2d 65 (1952); see also Dept. of Transp. v. Goike, 560 N.W.2d 365, 366 (1996) (holding that “a surface owner possesses the right to the storage space created after the evacuation of underground minerals or gas...”). Only the surface owner... possesses the right to the cavern for storage of foreign minerals or gas. . . .”.

31 Two caveats to relying on these decisions are that first, it is not clear if gas storage law is apposite to GCCS, and second, in each case, the language of the mineral rights grant impacted the respective court’s analysis.


33 See generally id.

34 If CO2 migrated into groundwater and was deemed a contaminant, liability might arise for remediation of the groundwater by way of private litigation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Clean Water Act (“CWA”), the California Porter-Cologne Water Quality Control Act, or the California state superfund statute. Specific facts are necessary to quantify potential costs.

35 Because CCS law is undeveloped, this issue poses complex questions with no clear answers, as at least one scenario relates to alleged surface releases with claims of destruction of surface vegetation. See Michael L. Sorey et al., U.S. Geological Survey, Invisible CO2 Gas Killing Trees at Mammoth Mountain, California (June 20, 2001), available at http://pubs.usgs.gov/fs/fs117-96 (last visited Jan. 29, 2009). More difficult questions exist regarding wholesale failure of GCCS, including impact on the use and trading of emissions credits.


38 Starrh, 63 Cal. Rptr. at 170-71.

39 Cassinos, 18 Cal. Rptr. 2d at 578.

40 Cal. Civ. Code § 3333 (1872); Cassinos, 18 Cal. Rptr. 2d at 582.

41 Rankin v. DeBare, 271 P. 1050, 1050 (Cal. 1928).

42 Cassinos, 18 Cal. Rptr. 2d at 582.

43 Id. at 582-83.


47 A permanent nuisance is a nuisance where “by one act a permanent injury is done, [and] damages are assessed once for all.” Williams v. S. Pac. R.R. Co. 89 P. 599, 599 (Cal. 1907) (quoting Beronio v. S. Pac. R.R. Co., 24 P. 1093, 1094 (Cal. 1890)).


53 Spaulding v. Cameron, 259 P.2d 625, 627-28 (Cal. 1952).


57 Id.

58 6 Witkin, Summary of Cal. Law Torts § 1414 (10th ed. 2005). In determining whether an activity is a UHA, California courts consider: (a) the “degree of risk of some harm to the person, land or chattels of others;” (b) likelihood that resulting harm will be great; (c) inability to eliminate the risk through reasonable care; (d) commonness of the activity; (e) inappropriateness of location; and (f) value to the community weighed against the danger. SKF Farms v. Superior Ct., 200 Cal. Rptr. 497, 499 (Ct. App. 1984) (citing Restatement (Second) of Torts § 520).

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