

# Could “Net”-Zero Emissions prove to be a fatal blow for climate justice?

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In 2015, after intense lobbying efforts and to the [frustration](#) of many climate justice activists, the Human Rights dimension of climate change was included not in the text, but only the preamble to the Paris Agreement. In the aftermath of the agreement, John Knox – at the time UN Special Rapporteur on Human Rights and the Environment – [stated](#) that „the Paris Agreement signifies the recognition by the international community that climate change poses unacceptable threats to the full enjoyment of human rights“. Equally important, in the same report, John Knox concluded „that *actions* [emphasis added] to address climate change must comply with human rights obligations“.

Indeed, if one recognizes that changing climate threatens the basic livelihoods that need to be safeguarded to ensure the full enjoyment of human rights, one can perceive it as a logical imperative that climate mitigation efforts may not harm the very same livelihoods they are seeking to protect. This logical imperative is contrasted by the international climate law regime of the past two decades, which is, I argue in this contribution, a nursing ground for invasive climate mitigation measures that threaten the human rights of those who are already exposed to the worst effects of climate change.

## Turning emissions-reduction into a balance sheet

Climate movements and debates in current climate politics focus mostly on the substance of Article 2 of the Paris Agreement – the “1.5° C target”. And while this is necessary as world leaders are still reluctant to take meaningful climate action, other parts of the Agreement deserve attention that will significantly impact [at least the next decade](#) of climate action. While Article 2 addresses the question of „How much“, Article 4 of the Paris Agreement speaks to the „How“ of Climate Change Mitigation. It foresees a “balance” between the reduction of CO<sub>2</sub>-emissions on the one hand and CO<sub>2</sub>-removal through the use of carbon-sinks on the other hand. While the Paris-Agreement does not explicitly use the term of “Net-Zero Emissions”, the introduction of a [balance\(-sheet\) is in its effect similar](#), meaning that as long as enough Carbon is removed from the atmosphere, further Carbon can be emitted – a dynamic that is especially relevant for the carbon-intensive economies of industrial nations. Meanwhile, carbon negative or carbon offsetting initiatives have been carried out historically in the Global South, often in the context of programs established in international agreements, such as the [Clean Development Mechanism \(CDM\)](#) under the Kyoto Protocol, which allowed industrialized nations to fulfill their emission reduction targets using credits generated by projects hosted in developing countries.

## Outsourcing climate change mitigation – Article 6 of the Paris Agreement

While the Paris Agreement officially turns away from prescribed emission reduction targets, it renews and prolongs mechanisms like the CDM concerning international cooperation. Article 6 provides for two market-based approaches for countries to cooperate in order to achieve their Nationally Determined Contributions (NDCs) to the Agreement.

Both approaches differ in their architecture. While Article 6.2 promotes a [bottom-up approach](#) that is aimed at parties coordinating autonomously their transnational mitigation efforts through trade with “internationally transferred mitigation outcomes” (ITMOs), the “Sustainable Development Mechanism” (SDM), newly established under Article 6.4, is under the authority of a treaty body and a yet to be agreed upon rulebook.

Market-based mechanisms allow parties to invest in particular mitigation-projects and account for the resulting mitigation-outcomes in the NDC-Balance-Sheet. In contrast to the CDM under the Kyoto Protocol, the SDM allows not only for developing, but every country to host emission reduction projects that may then be used as domestic credits by the executing party. Nonetheless, the major part of these projects will continue to be [implemented in the Global South](#), in accordance with the design and language of Article 6.4.

Carbon Markets, whereby nations can buy mitigation outcomes from other parties or international offsetting schemes like the SDM are *prima facie* a favorable solution for industrialized nations. They enable them to achieve their NDCs by investing in the Global South instead of drastically cutting domestic emissions, which would entail to absorb the adverse effects from climate mitigation measures on the individual, economic and political level. The acknowledgement of such activities as legitimate mitigation efforts results in the effective outsourcing of the impacts that climate mitigation efforts entail into the Global South.

## **Human rights & climate change mitigation**

Indigenous Peoples Rights Groups have [rung the bell](#) for a long time, warning that market-based mitigation approaches are a possible gateway for a new era of Climate Colonialism or “Co<sub>2</sub>lonialism”. A look at the human rights record of mitigation initiatives under the CDM-Mechanism, such as the [Barro Blanco damn in Panama](#), the [Bujagali hydropower project in Uganda](#) or the [Olkaria geothermal project in Kenya](#) show that green energy projects can encompass a range of serious human rights violations and spark local (armed) conflict.

An outline of the measures ahead can offer an even clearer sense of why rights groups speak of neocolonialist tendencies, when discussing the international climate law regime. An [intrinsic part](#) of Carbon-Drawdown-Pathways, calculated by the IPCC, is the use of technologies like “Bioenergy with Carbon Capture and Storage” or BECCS. This technology requires the large-scale mono-cultivation of Biomass, which historically (looking at the surge in palm oil demand a decade ago) correlates with tremendous [human rights abuses](#). The land-use necessary to cultivate Biomass that would absorb enough carbon in order to stay below 1.5°C global warming is [7.2 million km<sup>2</sup>](#), more than double the area of India or equivalent to around half of

the current extent of global croplands. The large-scale implementation of BECCS would threaten the human rights to water and food and create strong incentives for landgrabs. Emerging endeavors like BECCS or established technologies such as hydroelectric dams and [wind parks](#) show the [need for the incorporation of human rights safeguards](#) in international agreements that set a binding framework for such measures.

While human rights considerations do play a role in some of the parties' submissions (see e.g. [here](#)) and can vaguely be read into the provision, [no binding human rights standards let alone control mechanisms are incorporated into Article 6](#).

During the 25th COP in Madrid in December 2019, [one focus was to agree on a „rulebook“](#) for Article 6-Carbon Markets and other forms of international cooperation. After the initial draft included a requirement for the parties to „respect, promote and consider their respective obligations on human rights“, [this part was removed in the process of negotiations](#). Ultimately, the parties could not agree on a rulebook for Article 6, meaning that the issue will be taken up at the next COP 2021 in Glasgow, providing for only a small amount of lobbying-and advocacy-time.

## Conclusion

Ensuring that procedural and substantive human rights are safeguarded when planning and implementing projects under Article 6 of the Paris Agreement is an essential building bloc of a just climate change mitigation regime. But even the adequate inclusion of human rights considerations cannot hide the fact that the market-based mitigation mechanisms of the agreement create adverse human rights conditions to begin with and that the unfavorable consequences associated with climate protection measures are outsourced to the Global South. The underlying issue is how climate change is viewed at its finality. Safeguarding essential livelihoods and averting ecological mass extinction as *the* climate protection imperative seems to have become entangled in an area of tension with the emerging notion of Climate Change Mitigation as a [„trillion dollar economic opportunity“](#). If climate change mitigation is looked at foremost as an opportunity for economic growth by governments both in the Global North and the Global South, it is consistent to rely on liberal, market-based mitigation mechanisms that are integrated into the global economic system. The ITMO and SDM regimes under the Paris Agreement show that for these market-based approaches to work, their objects need to be commoditized so that they can be subject to investment and trade. The current developments outlined in this contribution could lead to nothing less than the commoditization of an atmosphere capable of sustaining human life; and thereby the commoditization of yet another basic human right.

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