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BELEM CLIMATE NEWS UPDATE
PUBLISHED BY THIRD WORLD NETWORK

27 November
2025

3rd WIM review strengthens Loss and Damage pillar in the climate regime

Penang, 27 Nov, (Jinghann and Inderera Ramjee) - The 3rd review of the 'Warsaw International Mechanism (WIM) for Loss and Damage (L&D) associated with Climate Change Impacts' was formally adopted after two years of technical negotiations, which concluded at COP30 in Belém.

The final [adopted draft decision](#) includes several elements that were a matter of great priority for developing country Parties, such as the preparation of various knowledge products, including those to support the voluntary integration of L&D into national response planning, and a global "State of L&D" report highlighting L&D support needs. The final decision also calls for expedited delivery of technical assistance under the Santiago network, enhanced coordination and complementarity among the three L&D bodies (the WIM Executive Committee [ExCom], the Santiago network, and the Fund for Responding to Loss and Damage [FRLD]), improved accessibility and outreach of the WIM outputs, including clear messaging on improving the user-friendliness, relevance and dissemination of its technical products, and also recognized the need for enhanced action and support, including finance, technology and capacity building, for loss and damage, including for the continued and enhanced implementation of the WIM.

In doing so, the outcome of the 3rd WIM review adopted at Belem laid the groundwork for further strengthening and solidifying loss and damage as a key pillar of the multilateral climate change action regime under the Convention and its Paris Agreement. The decision provides the constituted bodies under the WIM, including the Executive Committee (ExCom) and the Santiago network (with its Advisory Board and secretariat), with clear operational guidance and additional mandates that, when fully implemented, would provide Parties with increased knowledge and better access to and provision of technical assistance and other support, including finance, for the implementation of their loss and damage actions under the Convention and its Paris Agreement.

Since the launch of the 3rd WIM review at COP29 in Baku [see [TWN Baku Climate News Update 19](#)], and continuing on at the June 2025 SBs session in Bonn [see [TWN Bonn Climate News Update 12](#)] and at COP30 in Belem, Parties have spent more than 70 hours of negotiating time together to agree on an outcome. While developing and developed countries were often far apart on many issues in the beginning, all Parties with further negotiations, eventually produced a positive outcome from the WIM review that would further strengthen the loss

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Third World Network

Third World Network is an independent non-profit international research and advocacy organization involved in bringing about a greater articulation of the needs, aspirations and rights of the peoples in the South and in promoting just, equitable and ecological development.

Address 131, Jalan Macalister, 10400, Penang, MALAYSIA.

Tel 60-4-2266728/2266159 Fax 60-4-2264505

E-mail tw@twnetwork.org Website <https://twm.my/>

and damage architecture for the benefit of developing countries that are particularly vulnerable to the adverse effects of climate change.

In the course of the two weeks of negotiations on the WIM review at COP30, there were a number of significant issues that Parties extensively negotiated on, showed flexibility and willingness to compromise, and which eventually reflected in the adopted decision text.

For example, the **Environmental Integrity Group (EIG)** had proposed, in relation to paragraph 7 of the WIM review decision, that the Santiago network should also promote and integrate into its work the conflict-sensitive approach, and the do no harm principle, taking into account fragile and conflict-affected situations. This proposal gave rise to significant concerns from the **Independent Alliance of Latin American and Caribbean States [AILAC]** and **Group Sur**, arguing that it could open the door for the introduction of approaches or principles that were developed under the international humanitarian law regime but which had not yet been discussed in the UNFCCC context.

Other groups, such as the **Arab Group** and **African Group** were open to the **EIG** proposal but also wanted greater clarity on what it would mean. After much intense discussions on the formulation, the **EIG**, **Arab Group**, **AILAC**, and **Group Sur** were able to develop compromise language that revolved around locally led approaches that protect vulnerable communities and consider the context of displacement, as follows in paragraph 7, *“Requests the Santiago network to enhance its efforts to catalyse the provision of technical assistance by relevant organizations, bodies, networks and experts to developing countries that are particularly vulnerable to the adverse effects of climate change, while promoting, as appropriate, locally led approaches to averting, minimizing and addressing loss and damage that protect vulnerable communities and consider the context of displacement.”*

Another contentious issue was in relation to paragraph 10 of the adopted WIM decision, which recalled the existing mandate coming from paragraph 27 of decision 6/CMA.5 and invited the Advisory Board of the Santiago network *“to provide guidance to the Santiago network secretariat on developing guidelines and procedures for enabling*

access to and assisting in preparing requests for technical assistance that recognize the significant capacity constraints of the least developed countries and small island developing States.”

To complement this, the **Like-Minded Developing Countries (LMDC)** proposed the inclusion of a similar new paragraph that would refer to developing countries at large. Following discussions, the Parties thereafter agreed (in paragraph 11 of the decision) to invite *“the Advisory Board of the Santiago network to consider expediting the provision of support for accessing technical assistance and preparing requests for technical assistance to developing countries that are particularly vulnerable to the adverse impacts of climate change, including through possible enhancements to existing guidelines and procedures, as appropriate.”*

The issue of the cost-effectiveness of the Santiago network secretariat also proved to be contentious, with **Kenya** pushing for explicit language that would essentially allude to what it perceived to be the high administrative costs that may be associated with the secretariat’s location in Geneva, Switzerland, while **Switzerland** and the rest of the **EIG** opposed having such language.

Following intensive informal discussions between these Parties facilitated by the Brazilian Presidency on the WIM review agenda item in the late afternoon of 21 Nov, and eventually with the concurrence of all other Parties, paragraph 14(b) of the WIM review decision was agreed upon, which requested the Advisory Board of the Santiago network to, inter alia, *“Be guided by the aim of maximizing impact in its budgetary decisions, avoiding administrative burden with a view to maximizing cost-effectiveness and to ensuring the timely, efficient and effective delivery of technical assistance in developing countries, and ensure that the largest possible proportion of its resources and annual budget goes to technical assistance and capacity-building activities to support developing countries prepare their technical assistance requests.”*

The Parties also agreed to request the Executive Committee (ExCom) of the WIM, in paragraph 17(b) of the decision, to *“update, by its 25th meeting, the terms of reference, including with regard to membership, and plan of action of the expert group on action and support [ASEG] in the*

light of the evolving loss and damage landscape, noting the cross-cutting nature of action and support, and ensure that action and support are systematically considered in the work of its other expert groups, technical expert group and task force in order to promote synergy and consistency in their work.”

This is intended to ensure that considerations on enhancing loss and damage-related action and support are taken into account in the work of the ExCom and its expert groups and the task force in a systematic and cross-cutting manner. The **African Group** had stressed the need for such cross-cutting consideration in relation to the work of the ASEG while the **European Union [EU], EIG,** and members of the **Umbrella Group** had sought greater clarification on what was intended by such statement and what its systemic implications might be. Following much discussion, the Parties agreed on the adopted formulation in paragraph 17(b) quoted above.

In addition to other knowledge products mandated to be developed by the ExCom under paragraph 17 of the decision, a particularly contentious item was eventually agreed upon by the Parties. **AILAC, the Alliance of Small Island States [AOSIS], and Least Developed Countries [LDC Group]** had originally proposed to have the ExCom develop voluntary guidance on how Parties could integrate, as appropriate, loss and damage considerations into their nationally determined contributions (NDCs). This was opposed by the **Arab Group** due to concerns that having such guidance could prejudice future discussions on NDC features that were due to start in 2026, while the **African Group** stressed that such guidance should only be with respect to national loss and damage response plans.

Following intense discussions both within the **G77 and China** and with other Parties, and in a spirit of flexibility and solidarity, compromise language was eventually developed together by the **Arab Group** and **AILAC**, and agreed to by other Parties, that then became paragraph 17(i) of the decision which requests the ExCom to *“develop voluntary, discretionary and non-prescriptive knowledge products on how Parties could, as appropriate, develop and integrate consideration of loss and damage into national response plans.”*

GLOBAL STATE OF LOSS AND DAMAGE REPORT

Another key outcome for developing countries is the global “State of L&D” report. While developed countries had previously not been convinced of the necessity of this report, considering it as potentially duplicative of other reports produced by various bodies or entities outside of the UNFCCC, developing countries through the **G77 and China** and their respective subgroups firmly maintained the necessity for such a report to be produced under the UNFCCC, as it would provide an authoritative, internationally recognized source of information on L&D, including critical data on L&D support needs.

The final adopted decision states that Parties agree to *“prepare a regular report [...] for the purpose of synthesizing information from Parties and other stakeholders on critical issues and lessons learned and providing best practices, solutions and policy advice in relation to loss and damage associated with the adverse effects of climate change, in an accessible and user-friendly manner by:*

- (a) Providing regular, concrete information on scientific, policy, financial and technical work in the global response to averting, minimizing and addressing loss and damage;*
- (b) Providing a comprehensive source of information on loss and damage under the Convention and the Paris Agreement;*
- (c) Showcasing case studies, best practices, practical and pragmatic lessons learned, innovative solutions, projections of risk, scenarios and solutions on risk analysis by capturing occurrences, typologies and costs of loss and damage at the national level in all regions and across all types of climate-related hazards;*
- (d) Showcasing national- and community-level experience and promoting understanding of ways of integrating cross-cutting vulnerability analyses, taking into consideration the eleventh preambular paragraph of the Paris Agreement,¹⁰ into efforts in averting, minimizing and addressing loss and damage in developing countries that are particularly vulnerable to the adverse effects of climate change;*

[Footnote 10 states “Acknowledging that climate change is a common concern of humankind, and that Parties should, when taking action to address climate change, respect, promote and consider their respective obligations on human rights, the right to health, the rights of Indigenous Peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity.” This is a verbatim reiteration of the eleventh preambular paragraph of the Paris Agreement.]

The inclusion of footnote 10 that references the eleventh preambular paragraph of the Paris Agreement was in response to the original proposal of **AOSIS**, **AILAC** and **LDC Group**, supported by the **EU**, the **EIG**, and members of the **Umbrella Group**, to have an explicit inclusion of human rights analyses as part of the report. Following intense discussions and negotiations among the Parties over concerns raised by the **Arab Group** on such explicit reference, and consistent with how previous COP/CMA decisions relating to loss and damage have included references to the Paris Agreement’s eleventh preambular paragraph, the footnote formulation was initially proposed by the **Arab Group** eventually concurred in by all other Parties as the compromise solution. [Previous COP/CMA decisions relating to loss and damage that contained similar formulations include, inter alia, decision 10/CP.24, decision 2/CMA.2, decision 12/CMA.4 endorsed by decision 11/CP.27, decision 5/CM.5, decision 7/CMA.5 endorsed by decision 2/CP.28]

Inputs for this report would come from a wide array of sources, including:

- *“(a) Information provided by Parties, including through voluntary submissions, related to averting, minimizing and addressing loss and damage in relevant national policies, plans, strategies and frameworks, particularly loss and damage response plans, including multi-hazard disaster risk reduction strategies, as well as in their biennial transparency reports,*

nationally determined contributions and national adaptation plans;”

- *“(b) Best available science, including inputs and information from the Intergovernmental Panel on Climate Change relating to loss and damage;”*
- *“(c) Indigenous Peoples’ knowledge and the knowledge systems of local communities;”*
- *“(d) Reports and publications from members of the Santiago network designated as organizations, bodies, networks and experts;”*
- *“(e) Joint annual reports of the Executive Committee and the Santiago network;”*
- *“(f) Knowledge products of the Executive Committee and the Santiago network;”*
- *“(g) Synthesis reports prepared by the secretariat on information on loss and damage provided by Parties in their biennial transparency reports;”*
- *“(h) Reports of the Standing Committee on Finance submitted to the Conference of the Parties and the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement;”*
- *“(i) Annual reports of the Fund for responding to Loss and Damage;”*
- *“(j) Relevant documents prepared at the regional level.”*

As for who would prepare and produce this report, Parties agreed that designated members of the Santiago network comprising of organizations, bodies, networks and experts (OBNEs) would do so, with Parties requesting that *“the Advisory Board of the Santiago network, in consultation with the Executive Committee, to prepare, no later than at the 7th meeting of the Advisory Board, terms of reference, covering modalities, budget, timeline and engagement and involvement of organizations, bodies, networks and experts.”*

In the adopted decision, Parties also agreed to request the Santiago network Advisory Board and the OBNEs to *“to present a draft of the report to Parties at an appropriate event to be held at the sessions of the subsidiary bodies prior to its finalization and publication”*, which allowed for Parties to provide feedback before the report was finalized and published.

The decision also notes that this report is to be

prepared “with a multi-year frequency to be decided at the sessions of the COP and the CMA immediately following the publication of the first report, taking into consideration Parties’ views, including on the value added of the report.” Insider sources informed TWN that this language on periodicity was settled upon as a final landing zone between developing countries, who preferred a biennial report, and developed countries, who were reluctant to prejudge the report’s production frequency due to the significant workload and resource implications of undertaking such a task, preferring first to produce the report and assess its usefulness before deciding on its frequency. The language in the final decision text thus reflects a delicate balance between these two views.

SCALING UP FINANCE FOR LOSS AND DAMAGE

The issue of scaled up financing for loss and damage was another key point of contention between developed and developing country Parties during the 3rd WIM review negotiations. The **G77 and China** and all of its subgroups, especially the **African Group**, highlighted the need for the WIM review to have a political statement on the need for such scaled up financing to be channeled for loss and damage, including through the FRLD, and for such statement to be reflected in operational language such as establishing funding targets for the Santiago network. Developed countries largely argued that any discussions relating to loss and damage financing through the FRLD and which are outside of the narrow discussion of financing for the ExCom and the Santiago network are not within the scope of the WIM review, but rather should be discussed under the agenda item relating to the provision of COP/CMA guidance to the FRLD.

This clash of views occupied much of the negotiating time during the first week of negotiations in Belem, but were largely resolved by the beginning of the second week following intense negotiations, with compromise language built around previously agreed language coming from the new collective quantified goal on finance [NCQG] decision in Baku (paragraph 19 of decision 1/CMA.6), that recognized the need for urgent and enhanced action and support for loss and damage and linking such language to the continued and enhanced implementation of the WIM and

operationalizing resource mobilization for the Santiago network secretariat (which had already been mandated to identify fundraising targets as part of the secretariat’s resource mobilization strategy adopted by the Advisory Board of the Santiago network). The agreed package of paragraphs that reflected this compromise are paragraphs 37, 38, and 39 of the WIM review decision, as follows:

“37. Recalls paragraph 19 of decision 1/CMA.6, acknowledging the significant gaps that remain in responding to the increased scale and frequency of loss and damage, and the associated economic and non-economic losses, and recognizes the need for urgent and enhanced action and support for averting, minimizing and addressing loss and damage associated with climate change impacts;

“38. Also recalls the paragraphs of decisions 2/CMA.2, 1/CMA.3 and 12/CMA.4, endorsed by decision 11/CP.27, relevant to the continued and enhanced implementation of the Warsaw International Mechanism in the light of the need for enhanced action and support recognized in paragraph 37 above, including for finance, technology and capacity-building, as appropriate;

“39. Requests the Advisory Board of the Santiago network to oversee the work of the Santiago network secretariat to expedite the operationalization of its resource mobilization strategy, including the timely implementation of the approaches contained in the strategy for 2026–2028;”

INTERNATIONAL COURT OF JUSTICE’S ADVISORY OPINION

There were two other highly contentious issues that featured prominently during the negotiations, but which are not reflected in the adopted decision text. One was on including an explicit reference to the International Court of Justice’s [Advisory Opinion](#) on the obligations of States in respect of climate change in the preamble of the decision. This was proposed by **AILAC** and **AOSIS** and supported by the **LDC Group**. However, the other Parties (both developed and developing) did not agree to having such an explicit reference, stating that the WIM review decision was not the proper vehicle for having such a reference to the ICJ advisory opinion, or that doing so was premature

considering that the UN General Assembly, as the body that requested the ICJ for the advisory opinion, had not yet acted on it, or that as the advisory opinion is non-binding, it is up to Parties themselves to decide how and when to take it into account in their national systems.

The other issue on which no agreement could be reached was on giving the ExCom a mandate to respond to the invitation of the CMA in paragraph 186 of decision 1/CMA.5 (the outcome of the first global stocktake [GST]) to integrate or take into account the outcomes of the GST in the development of the future work plans and plans of action of the ExCom's expert groups and task force. This had been proposed by **AOSIS** and **AILAC** and supported by the **LDC Group**, the **EU**, the **EIG**, and the members of the **Umbrella Group**, but opposed by the **Arab Group** and **LMDC**. No agreement nor compromise language could be reached among the Parties on these two issues, leading the Presidency to drop them from the text.

WIM GOVERNANCE

A short, 30-minute informal consultation on the governance of the WIM concluded with Parties resuming the long-standing 'dual governance' mode under both the COP and CMA (meeting of Parties to the Paris Agreement) for this session, with the governance issue pushed forward to COP31.

Conducted by **Bruno Carvalho Arruda** and **Adriana Farias** of the **COP Presidency**, the consultation revisited a decade-long debate over whether the WIM, established under the COP in 2013, should remain under COP authority while also recognizing that the CMA also now has authority over the WIM by virtue of Article 8 of the Paris Agreement or be placed solely under the CMA.

The Presidency introduced the issue by summarizing the state of play, stating that "Following the Paris Agreement, Parties are divided with regards to the governance of the WIM. Some Parties view CMA as the sole governing body of the WIM, while other Parties have expressed an understanding that both COP and CMA should have authority over WIM, and that the COP has not agreed to relinquish its authority over WIM. Article

8.2 of the Paris Agreement adds the CMA as the WIM's second governing body, therefore the WIM should be guided by both COP and CMA."

(Article 8.2 of the Paris Agreement reads: "*The Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts shall be subject to the authority and guidance of the Conference of the Parties serving as the meeting of the Parties to this Agreement and may be enhanced and strengthened, as determined by the Conference of the Parties serving as the meeting of the Parties to this Agreement.*")

Recalling attempts at previous COPs to resolve the WIM's governance issue, the Presidency noted, "At COP23 and COP24, Parties deferred the consideration of the matter of the COP's authority over the WIM, without pre-judging any outcomes of any future decisions on the consideration of the governance of the WIM. At COP25 and COP26, the Chilean and UK Presidencies respectively held consultations in which Parties expressed flexibility on the shared governance of the WIM, provided that the liability provision, similar to Para 51 of [Decision 1/CP.21](#), which enabled its inclusion of the WIM in the Paris Agreement, applies in the case of the WIM also being under the COP. However, despite a series of extensive consultations, it did not produce an outcome. At COP27, the Egyptian Presidency held consultations to gauge the scope of resolving the matter. However, no notable convergence was observed and Parties agreed to disagree in a way that would not hinder the technical work on implementation from going forward. At COP25, COP26 and COP27, both COP and CMA decisions noted that considerations related to the governance of the WIM would continue at the subsequent sessions of the two governing bodies. The COP decision at COP25 noted the CMA decision of the WIM, and the COP26 and COP27 decision endorsed the CMA decision," before opening the floor for views on Parties on whether there is a scope for resolving this matter at this COP, and if not, whether Parties would be amenable to deferring the consideration of this matter to future sessions of the COP.

Philippines for **G77 and China** took the floor first, stating, "We continue to believe that the WIM continues to be under the Convention, and therefore under the authority of the COP; while at

the same time with the entry into force of the Paris Agreement, ..., it has also come under the authority of the CMA. This dual governance approach should therefore be reflected in the work that we do with respect to the WIM. At the same time, we understand that other Parties have a different view. In this context, we have evolved an existing mode of work, referring to the governing body or bodies that allows us to proceed with our work. The **G77 and China** is open to continuing such a mode of work, without prejudice to any future final decision on the governance of the WIM that may be taken on this issue. This would mean, as has now been previous practice under the existing mode of work, the CMA decisions relating to the WIM would be mirrored and adopted by corresponding COP decisions. Pending further consultations, the **G77 and China** would also be amenable to again deferring this particular agenda item on WIM governance.”

The **LDCs** aligned itself with **G77 and China** on the matter, further elaborating that, “The legal understanding of the LDC is that the WIM is subject to dual governance by both the COP and the CMA. Article 8.2 of the Paris Agreement expanded on the governance of the WIM to include CMA but did not exclude existing governance structures at all. If the exclusion was intended, it would have been clearly indicated in Article 8.2. The interpretation is consistent with the authoritative opinion that comes from the International Court of Justice (ICJ), where the recent ICJ advisory opinion makes it clear that the Paris Agreement and the UNFCCC are mutually supportive. The Paris Agreement gives further effect to the Convention but does not abrogate or modify previous decisions. This affirms that the WIM’s governance arrangements under the COP remain intact. We note that dual governance elements are not unusual in the UNFCCC processes; accordingly, Article 8.2 does not disperse the continuing authority and guidance of the COP when the WIM was established back in 2013. Therefore, the WIM remains under the dual governance, both of the COP and the CMA.”

The **EU** said, “The EU’s position remains the same as expressed during the previous years. We believe that the WIM is under the guidance of the CMA. As clearly indicated in Article 8.2, it may be enhanced or strengthened as determined by the CMA. We understand that there is a divergence of views. The

EU position is to, above all, avoid the duplication of work and to preserve the respective provision from Para 51, Decision 1/CP.21 that ‘Article 8 of the Paris Agreement does not involve or provide a basis for any liability of compensation’. At this session we do not have time to engage in consultations with Parties to understand whether the positions have shifted, or whether reaching a consensus on this issue is possible. We did spend most of our time in Belém negotiating the WIM review, and we believe that reaching an outcome on the WIM review remains our key priority for this session. We would be amenable to using the same approach as in our last session to defer the matter to this next session. The solution we have in the past with our discussions under CMA, endorsed by the Conference of the Parties in para 2, [Decision 12/CP.27](#), with a footnote, is a good solution in this case, as the issue cannot be resolved in this session.”

The **Group Sur** agreed with **G77 and China**, strongly supporting maintaining the WIM governance both under the COP and the CMA while acknowledging the diverging views on this matter, stating that, “For developing countries, the COP, under which the WIM was established in 2013, is essential to maintaining its provisions and principles overseeing the L&D architecture.”

AOSIS reaffirmed its support of the dual governance of the WIM, aligning with the **G77 and China** statement and further highlighting that, “AOSIS is also aligned to the statement by LDCs on the particular further importance of clarifying the dual governance of the WIM in light of the ICJ’s recent advisory opinion, which emphasizes the importance of that connectivity between the different bodies.” **AILAC** and the **African Group** then took the floor to align themselves with the statement made by **G77 and China** on dual governance of the WIM.

With positions unchanged and no prospect of convergence, the Chair concluded, “The time may not yet be right for resolving this issue” and confirmed, “Parties agree to defer the consideration to future sessions of the COP, and that at this session, the COP endorses the CMA decision. This means textually, the same approach as the previous sessions of the COP will be applied.”

The final text for the joint annual report of the WIM ExCom and the Advisory Board of the Santiago network for the [COP](#) and the [CMA](#) thus reads:
“Notes that considerations related to the governance

of the Warsaw International Mechanism will continue at its thirty-first session (November 2026).”