

**A CRITICAL ANALYSIS OF THE PARIS AGREEMENT AND
ITS APPLICATION IN THE UNITED KINGDOM, THE
UNITED STATES OF AMERICA AND MALAYSIA**

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ABSTRACT

Climate change has become an increasingly serious global concern, as rising global temperatures are likely to affect the entire world. In order to combat it, the United Nations has adopted several international instruments including the United Nations Framework Convention on Climate Change, the Kyoto Protocol, the Doha Amendment and the Paris Agreement. This paper pursues three objectives: (i) to analyse the Paris Agreement and its principles to assess their efficacy and sufficiency; ii) to examine the domestic application of the Paris Agreement in Malaysia, the United Kingdom and the United States; and iii) to determinate whether the Paris Agreement itself or its domestic implication, requires

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further recommendations to curb climate change. Under the Paris Agreement, States voluntarily participate by setting their own nationally determined contributions and committing to implement them. The overarching objective is to maintain the increase in the global average temperature to well below 2°C above pre-industrial levels, while pursuing efforts to limit the increase to 1.5°C above pre-industrial levels. As the Paris Agreement approaching its tenth anniversary, it is both timely and necessary to review its effectiveness and to examine its implementation at the national level. Such an assessment can help determine whether states parties are genuinely adhering to their respective commitments. To this end, the domestic application of the Paris Agreement in Malaysia, the United Kingdom and the United States will be analysed in order to evaluate whether the Paris Agreement is both effective and sufficient at the domestic level.

Keywords: Paris agreement, climate change, nationally determined contributions, global warming, environmental law

INTRODUCTION

The world's temperature has been rising for the past two hundred years, and it is estimated that it is currently 1.1°C warmer than it was in the 18th century, prior to the industrial revolution.¹ Scientists have projected that global temperatures may rise by 1.5°C or more if action is not taken to curb the rate of global warming. This increase in temperature will bring with it a host of other problems, including flooding, rising sea levels, droughts, and wildfires. All of the problems identified that contribute to the current climate change crisis are mainly caused by human activities such as extensive tree-cutting and also the burning of fossil fuels. The greenhouse gases such as carbon dioxide, methane, nitrous oxide, and hydrofluorocarbons released as a result of these activities have been shown to trap solar heat and raise the temperature of the atmosphere.²

The United Nations Framework Convention on Climate Change (UNFCCC), which was established by the UN to combat climate change, has a goal which is to stabilize atmospheric greenhouse gas (GHG) levels to a level that will stop additional anthropogenic harm to the climate system.³ Throughout the Rio de Janeiro Earth Summit in 1992, 154 states signed the UNFCCC, which was ratified by 127 nations and went into effect in 1994.⁴ As to date, 198 nations have ratified the UNFCCC, demonstrating that almost every country in the world agrees that addressing the climate change crisis is of utmost importance. Developed nations were categorized by the UNFCCC under Annex 1 through Article 4, after which they became members of the Organisation for Economic Cooperation and Development (OECD). Following that, the Kyoto Protocol was adopted in response to the need for a document to provide specific guidelines and details,

¹ Intergovernmental Panel on Climate Change, "Climate Change Widespread, Rapid, and Intensifying – IPCC," accessed October 9, 2025, <https://www.ipcc.ch/2021/08/09/ar6-wg1-20210809-pr/>.

² United States Environmental Protection Agency, "Overview of Greenhouse Gases," accessed October 9, 2025, <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>.

³ Article 2 of the United Nations Framework Convention on Climate Change.

⁴ United Nations Framework Convention on Climate Change, "Status of Ratification," accessed December 18, 2025, <https://unfccc.int/cop4/resource/docs/cop1/inf02.htm>.

as the UNFCCC only requires member states to occasionally adopt policies and report. The Kyoto Protocol, which has been ratified by 192 nations, allows the UNFCCC to operationalize its mandate that developed nations included in Annex B of the Protocol commit to a specific reduction of GHG emissions. This is justified by the fact that these nations are the primary contributors to GHG emissions.⁵

Next, the Doha Amendment was introduced with a second commitment period ending on December 31, 2020, as the Kyoto Protocol's first commitment period expired in 2012. Following that, the Paris Agreement was ratified by 196 nations in 2015 in an attempt to address the Kyoto Protocol's shortcomings, including its expiration, and to include all nations in the fight against climate change. It went into effect in 2016. It is generally accepted that the Paris Agreement has superseded the Kyoto Protocol as the primary regulatory instrument for climate control, despite the fact that it was ratified during the Kyoto Protocol's lifetime.⁶ This paper intends to analyze the execution of the Paris Agreement in a comparative manner in Malaysia, the United Kingdom (UK), and the United States (US), aiming at evaluating its effectiveness in combating climate change since 2015, the year when the agreement was adopted.

THE PARIS AGREEMENT

Addressing climate change transcends national boundaries, necessitating global cooperation and synchronized efforts across all levels. The Paris Agreement is a significant milestone in the global cooperative climate change process as it constitutes, for the first time, a legally binding pact that unites all countries to the cause of fighting climate change and to the extent of its impacts.⁷ The Paris Agreement, a legally binding international treaty that came into force on November 4, 2016, establishes ambitious long-term objectives for all nations which include holding the increase in the global average temperature

⁵ Jason Riedy, "The Kyoto Protocol," United Nations Climate Change, accessed December 18, 2025, https://unfccc.int/kyoto_protocol.

⁶ Daniel Bodansky, "Introductory Note: Paris Agreement," United Nations, accessed December 18, 2025, <https://legal.un.org/avl/ha/pa/pa.html>.

⁷ Elsevier B.V., "Chapters and Articles," accessed December 15, 2025, <https://www.sciencedirect.com/topics/social-sciences/paris-agreement>.

to well below 2°C above pre-industrial levels, with efforts to cap it at 1.5°C and providing financial support to developing countries for climate change mitigation, resilience strengthening, and adaptation enhancement.⁸ This agreement, joined by 195 Parties (194 States and the European Union), compels all nations to cut emissions and collaborate on adapting to climate change impact in the long haul. Moreover, it establishes a mechanism for developed nations to aid developing ones in their climate efforts while ensuring transparent monitoring and reporting of countries' climate objectives. Essentially, the Paris Agreement offers a robust framework guiding global actions for years to come, steering the world toward a future of net-zero emissions. Its implementation is crucial for achieving the UN Sustainable Development Goals, marking a pivotal step towards a more sustainable and resilient planet.

The Working of the Paris Agreement

The Paris Agreement is structured around a five-year period which encourages taking ever progressive climate steps by the involved nations. After every five years, each country is obliged to present new, improved climate plans which are called Nationally Determined Contributions (NDCs)⁹. Nations shall present their steps through the NDCs to help reduce their GHG emissions, as per the targets set by the Paris Agreement. Additionally, the Paris Agreement detail actions aimed at enhancing resilience to cope with the impacts of climate change. To provide a clearer trajectory towards the long-term objective, the Paris Agreement encourages countries to formulate and submit long-term strategies, although these are not obligatory like NDCs. The practical implementation details of the Paris Agreement were finalized at COP24 in Katowice, Poland, in December 2018, through what is commonly referred to as the Paris Rulebook. This framework was further refined at COP26 in Glasgow, Scotland, in November 2021¹⁰.

⁸ United Nations, "The Paris Agreement," accessed December 15, 2025, <https://www.un.org/en/climatechange/paris-agreement>.

⁹ Ibid.

¹⁰ Ibid.

Status Of Global Emission After 5 Years of the Paris Agreement

After five years of the Paris Agreement, all states have submitted their NDCs to mitigate and adapt to climate change. However, the distribution of global GHG emissions has shifted, with China now contributing the highest share at 30%, followed by US at 13.5%, and the European Union (EU) at 8.7%. Previously, US held the highest emissions at 25%, followed by the EU at 22%, while China accounted for 13%¹¹. Among the nations, only Bhutan, the Philippines, Costa Rica, Ethiopia, Morocco, and Gambia have fully complied with the Paris Climate Accord.¹² Despite these efforts, the contributions fall significantly short of the goals outlined in the Paris Agreement.

Application of the Paris Agreement in the United Kingdom

In order to analyse the application of the Paris Agreement in the UK, this paper will delve into case law that have been determined by the courts as well as looking into actual case studies to determine the efficacy of the Paris Agreement.

A. R (On the Application of Friends of the Earth Ltd) v Secretary of State for International Trade/UK Export Finance (UKEF)

In the case of *R (on the application of Friends of the Earth Ltd) v Secretary of State for International Trade/UK Export Finance (UKEF)*¹³, Friends of the Earth (FoE) sought to appeal the rejection of its application for a judicial review on a decision of the Secretary of State to provide export finance to a Mozambique liquified natural gas project. UKEF took the lead on the decision by using its delegated authority.–However, the Court of Appeal dismissed the appeal. The Court looked into what would be the proper standard for judicial review of a decision of the UK Government where the issue concerns an unincorporated international treaty such as Paris Agreement. By reason of the constitutional law principle of dualism, the Court of Appeal concluded that the appropriate standard for judicial review is one of

¹¹ Ibid.

¹² United Nations Environment Programme, “Emissions Gap Report 2023: Broken Record – Temperatures Hit New Highs, yet World Fails to Cut Emissions (Again),” accessed November 1, 2025, <https://doi.org/10.59117/20.500.11822/43922> .

¹³ *Friends of the Earth Ltd v Secretary of State for Business, Energy and Industrial Strategy* [2022] EWHC 1841 (Admin).

"tenability" rather than "correctness." Therefore, when a decision maker chooses to consider unincorporated international law, a domestic court's inquiry should focus on whether the decision maker's interpretation of that law was "tenable" rather than whether it was accurate. At last, the Court of Appeal rejected the contention that the pertinent decision makers' failure to acquire a quantitative estimate of the project's "Scope 3" emissions, as opposed to a qualitative estimate, did not violate their *Tameside* obligations to conduct reasonable inquiries.¹⁴ This is a significant ruling regarding the level of scrutiny courts will employ when asked to take into account unincorporated international law and the broad discretion granted to public entities in making decisions about intricate and ambiguous matters. This case demonstrates how UK courts typically rule in favour of government bodies in situations where there is no domestic law is involved, as the Paris Agreement is an unincorporated international treaty and did not create any domestic legal obligations.¹⁵

B. R (On the Application of ClientEarth) v Financial Conduct Authority

In the case of *R (on the application of ClientEarth) v Financial Conduct Authority* (2023)¹⁶, the application by an environmental NGO, ClientEarth for judicial review of the Financial Conduct Authority's (FCA) approval of Ithaca Energy PLC's ("Ithaca") prospectus was denied by the High Court. ClientEarth claimed that it was illegal for the FCA to approve the Ithaca prospectus by making three arguments for why it thought the ruling ought to be subject to judicial review. According to ClientEarth, FCA erred in its interpretation of Article 16 by allowing risk factors to be disclosed without detailing the issuer's risk assessment process. It also claimed the FCA should have found the prospectus's depiction of risks insufficiently precise. Lastly,

¹⁴ Blackstone Chambers, "Friends of the Earth v Secretary of State for International Trade/UK Export Finance," accessed November 1, 2025, <https://www.blackstonechambers.com/news/friends-of-the-earth-v-secretary-of-state-for-international-tradeuk-export-finance/>.

¹⁵ Herbert Smith Freehills Kramer LLP, "Court of Appeal Reiterates Limits of Judicial Review in the Climate Change Context," accessed December 15, 2025, <https://hsfnotes.com/publiclaw/2023/01/17/court-of-appeal-reiterates-limits-of-judicial-review-in-the-climate-change-context/>.

¹⁶ *R (ClientEarth) v Financial Conduct Authority* [2023] EWHC 3301 (Admin).

ClientEarth contended that the FCA acted irrationally under Article 6 of the Prospectus Regulation by concluding that the prospectus provided all necessary information for investors to assess Ithaca's financial position and climate-related risks.

The High Court concluded that the arguments put forth would not likely result in a judicial review application being granted. It was not debatable whether the FCA erred in interpreting the laws that it had to consider when determining whether to approve a prospectus. Furthermore, the FCA's determination that the amount of information in Ithaca's prospectus was adequate hence it did not appear to be irrational. In conclusion, the High Court declined to allow a full judicial review of the case.¹⁷ However, this was a creative attempt by an environmental non-governmental organisation to incorporate increased climate change considerations using an already-existing statutory and regulatory framework. Unfortunately, the court did make it clear that determining whether or not a prospectus might support net-zero targets or mitigation of climate change was outside the purview of the FCA. Despite the larger backdrop of the climate crisis, the High Court focused on applying established public law principles and respected the FCA's discretion and decision-making as an expert regulator.¹⁸ In this case, it shows the reluctance of the UK courts to interfere with the FCA decision making power.

C. Friends of the Earth Ltd and Others v Secretary of State for Business, Energy and Industrial Strategy

In the case of *Friends of the Earth Ltd and Others v Secretary of State for Business, Energy and Industrial Strategy*¹⁹, the Claimants challenged the lawfulness of UK Government's Net Zero Strategy (NZS) through-judicial review, as per the Paris Agreement, the UK has set goal by achieving a net zero GHG emissions by 2050 through the Climate Change Act 2008 ("CCA 2008"). The CCA 2008 mandates

¹⁷ Chloë Edworthy et al., "English High Court Dismisses ClientEarth's Judicial Review Claim against the FCA," Macfarlanes, accessed December 15, 2025, <https://blog.macfarlanes.com/post/102ixv4/english-high-court-dismisses-clientearths-judicial-review-claim-against-the-fca>.

¹⁸ Herbert Smith Freehills Kramer LLP, "Court of Appeal Reiterates Limits of Judicial Review in the Climate Change Context."

¹⁹ *Friends of the Earth Ltd v Secretary of State for Business, Energy and Industrial Strategy* [2022] EWHC 1841 (Admin).

that successive carbon budgets, each covering a 5-year period, be laid by the relevant Secretary of State (SoS) in order to meet the 2050 net zero target. The total period's emissions are essentially set by each budget. The judicial review proceeding was partially allowed based on two grounds. The Defendant failed to consider crucial factors due to inadequate briefing materials, particularly the lack of quantitative and qualitative analysis on how specific policies would meet carbon budgets. This omission was a material consideration that impeded the minister's ability to make informed decisions. Additionally, the Defendant did not provide legally required information, including timelines, estimated contributions of each policy to emissions reductions, and an explanation of how the Net Zero Strategy (NZS) would achieve carbon budgets. The Secretary of State (SoS) fell short of the transparency required under the Climate Change Act 2008 (CCA 2008) in explaining the proposals to Parliament and the public. The High Court granted declaratory relief and a mandatory order for a revised report to Parliament by March 2023, without nullifying the current NZS.²⁰ The outcome of this case is highly applaudable as it shows that UK courts are willing to thoroughly examine the Government's actions in carrying out its duties under climate change legislation. In cases where the government may have acted unlawfully, the UK courts are prepared to intervene. However, it can be argued that international agreements, like the Paris Agreement, may not create clear legal obligations in a country, but it could only be done so through domestic legislation, by offering a stronger basis for holding the state accountable for its climate change policies.²¹

D. R (On the Application of Friends of the Earth Ltd and Others) (Respondents) v Heathrow Airport Ltd (Appellant)

In the case of *R (on the application of Friends of the Earth Ltd and others) (Respondents) v Heathrow Airport Ltd (Appellant)* (2020)²², the appellant applied for a grant of development consent at Heathrow

²⁰ Dáire Hickey, "Case Review: R (on the Application of) Friends of the Earth Ltd & Ors v Secretary of State for Business, Energy and Industrial Strategy," Lexology, accessed December 15, 2025, <https://www.lexology.com/library/detail.aspx?g=569405dd-82af-489f-a675-dfda520ad6dd>.

²¹ Herbert Smith Freehills Kramer LLP, "Court of Appeal Reiterates Limits of Judicial Review in the Climate Change Context."

²² *R (Friends of the Earth) v Heathrow Airport Ltd* [2020] UKSC 52.

Airport. The Airports Commission, an independent commission, established for this purpose, had in their report mentioned a few scenarios such as a carbon-traded scenario to show that the carbon dioxide emissions for all scenarios would be set at a cap consistent with the Paris Agreement's goal to limit global warming to 2°C. The Secretary of State subsequently issued a national policy statement to the UK Parliament, stating that UK's obligation with regards to GHG emissions and carbon emissions could be addressed in the future when the appellant applies for a development consent order and as such do not need to be addressed currently. This national policy statement was then designated by the Secretary of State as national policy. NGO(s) and charities concerned with climate change, which make up the respondents brought this matter to the Divisional Court against the Secretary of State's national policy statement, challenging that it was unlawful. However, the Divisional Court dismissed it.

Thereafter, the respondents appealed to the Court of Appeal, which allowed the appeal deciding: that the national policy statement had no legal effect and that the Secretary of State had failed to take into account the Paris Agreement in the national policy statement. An appeal was brought to the Supreme Court by the appellant as an interested party to the suit. The Supreme Court mentioned the 2003 White Paper where the UK government had committed to reduce carbon dioxide emissions by 60% of 1990 levels by 2050 and this was reiterated in Section 1 of the Climate Change Act 2008 as a mandatory target for carbon emissions. The figure was then increased to 80% during the passing of the Climate Change Act 2008 as a Bill and subsequently amended to 100% in 2019 to commit to the Paris Agreement.

The Supreme Court ruled that the EU's NDC applies to the UK, setting a 40% reduction target by 2030, but noted the UK's carbon budgets for 2023-2027 and 2028-2032 already exceeded these with 50% and 57% targets. It held that the Paris Agreement does not impose binding domestic targets but aims to ensure global objectives are met. The Committee on Climate Change advised against new emission targets, deeming the existing ones sufficiently ambitious for 2050 and globally impactful. The Supreme Court emphasized that ratifying the Paris Agreement or other treaties does not create domestic legal obligations unless incorporated into UK legislation. The Secretary of State must contribute to sustainable development but may omit

unincorporated treaty obligations. The Supreme Court confirmed the Climate Change Act 2008 aligns with the Paris Agreement's 2050 goals, making additional targets unnecessary. It upheld the Divisional Court's decision, finding no merit in the respondents' challenge regarding domestic emissions targets. It is disappointing to see that the apex court of the UK being reluctant to uphold the Paris Agreement which brings a global aim and goal and instead standing with the UK government in adopting a narrower approach.

E. R (Plan B Earth and Others) v The Prime Minister & Others

In the case of *R (Plan B Earth & Others) v The Prime Minister & Others*,²³ Plan B Earth (a charity for climate change) together with 4 other individuals sought renewed permission for judicial review against the UK government's policies in relation to climate change as their earlier application for judicial review had been refused. The proposed grounds for judicial review were that the UK government did not take "practical and effective measures" to adhere to the temperature rise cap set out in the Paris Agreement and failed to "align UK financial flows" accordingly. The High Court ruled that NGOs cannot qualify as a victim under the European Convention on Human Rights (ECHR) unless they demonstrate direct harm. It reaffirmed that the Paris Agreement, as an unincorporated treaty, is not part of UK domestic law, preventing domestic courts from determining breaches of international obligations. The High Court clarified that the Committee on Climate Change, established under the Climate Change Act 2008, provides impartial advice to the UK government, but its advice is not binding. The government is only required to consider it, and the Act does not authorize courts to deem government policies unlawful based on the Committee's reports.

Regarding the ECHR, the High Court noted that economic and social measures involve complex judgments, granting discretion to the executive or legislature unless such measures lack a reasonable foundation. The High Court rejected using the Paris Agreement's temperature cap as a compliance test under the ECHR, as this would effectively enforce the unincorporated treaty. Consequently, the High Court denied the claimants permission for judicial review. The High Court, in an attempt to deflect criticisms, expressly mentioned that the

²³ *R (Plan B Earth) v Prime Minister* [2021] EWHC 3469 (Admin).

permission was not refused solely based on procedural grounds. However, from most of the grounds mentioned above, the High Court was clearly reluctant to touch on the Paris Agreement and hold the UK government accountable.

F. Case Study – 3 Houses in Wimbledon

Apart from analysing case law, it would also be beneficial to study practical cases in the UK to analyse the practical application of the Paris Agreement. A case study by Merton London Borough Council compared three houses constructed in 2022, namely No. 50 and No. 54 Marryat Road and No. 28 Lauriston Road, by analysing energy efficiency and carbon dioxide emissions. The council aims to achieve net-zero emissions by 2030 (as a council) and 2050 (as a borough).²⁴

No. 50²⁵ and No. 54²⁶, both rated B on their Energy Performance Certificates (EPCs), showed significant differences in energy use. No. 50 used biomass heating with primary energy usage of 73 kWh/m², producing 7.8 tons of CO₂ annually. No. 54, equipped with a ground source heat pump and solar panels, used 38 kWh/m², emitting 4.8 tons of CO₂. No. 28²⁷ achieved an A rating with negative primary energy use (-112 kWh/m²) as a Passivhaus, relying on solar panels and highly efficient design, eliminating the need for secondary heating. It produced -6.6 tons of CO₂, making it a net-negative building. All three houses were built in 2022 but have such different achievements. If more houses were built to be like No. 28, the Paris Agreement goal could be achieved easier and sooner. It is important that not only is the

²⁴ London Borough of Merton, “Climate Change,” accessed December 15, 2025, <https://www.merton.gov.uk/planning-and-buildings/sustainability-and-climate-change/case-studies>.

²⁵ Gov.UK, “Energy Performance Certificate for 50 Marryat Road” accessed December 7, 2025, <https://find-energy-certificate.service.gov.uk/energy-certificate/0455-0080-7341-7472-4200>.

²⁶ Gov.UK, “Energy Performance Certificate for 54 Marryat Road,” accessed December 7, 2025, <https://find-energy-certificate.service.gov.uk/energy-certificate/5400-1571-0432-4091-3123>.

²⁷ Gov.UK, “Energy Performance Certificate for 28 Lauriston Road,” accessed December 7, 2025, <https://find-energy-certificate.service.gov.uk/energy-certificate/9802-5439-8849-0152-0202>.

goals and aims of the Paris Agreement implemented at a national level, but that it also starts at the grassroots level to ensure that GHG emissions are brought down as soon as possible.

G. Case Study – Church of England

Not only are the local councils aiming to contribute to the Paris Agreement goals, the Church of England has also established their Environment Program to address carbon emissions with a goal of Net Zero Carbon by 2030.²⁸ The Church of England further provided many practical steps for the various churches to carry out in order to meet the zero-carbon goal such as using renewable energy, improving insulation to reduce energy usage and installing energy-saving devices.²⁹ St Michael's church, located in Baddeley Clinton is a small rural church that has achieved net zero carbon by taking steps to change to a green electricity provider, installing electric pew heating and also switching to LED lighting for the church.³⁰ The church-achieved net zero carbon by switching to a green electricity provider, installing electric pew heating, and LED lighting. This reduced heating times from 4.5 hours to 30 minutes, focusing on "heating the people, not the space." Another example would be St John's church at Waterloo, which underwent a £100,000 renovation funded by donations and grants. Improvements included large solar panels, better insulation, new gas boilers, and LED lighting, making the church net zero carbon.³¹ St Andrew's church of Chedworth has also become a net zero carbon church, which transitioned from deteriorating oil-fired boilers to an electric heating system. This involved installing pew and panel heaters over three

²⁸ The Church of England, "Church of England Environment Programme," accessed December 5, 2025, <https://www.churchofengland.org/about/church-england-environment-programme>.

²⁹ The Archbishops' Council of the Church of England, "A Practical Path to 'Net Zero Carbon' for Our Churches," accessed December 5, 2025, <https://www.churchofengland.org/sites/default/files/2021-01/the-practical-path-to-net-zero-carbon-numbered-Jan2020.pdf>.

³⁰ Church of England Cathedral and Church Buildings Division, "Case Study: Pew Heating Enables Church to Become Net Zero Carbon," accessed October 10, 2025, https://www.churchofengland.org/sites/default/files/2022-06/St_Michael%27s_Baddesley_case_study.pdf.

³¹ Ibid.

stages. While electricity costs increased, the church eliminated issues with leaking pipes and oil-based heating emissions. It is clear that the Paris Agreement and its aims have resonated with all of society, even reaching the religious arena. If all sectors of society are able to have their own individual goals of reaching net zero carbon and implement practical steps, GHG emissions would definitely be greatly reduced.

APPLICATION OF THE PARIS AGREEMENT IN THE UNITED STATES

Generally, the Paris Agreement was approved by the parties to the UNFCCC in December 2015. The Paris Agreement, one of the most significant results of international multilateral progress, demonstrated member nations' readiness to work together and made it apparent that a low-carbon transformation of global civilization was required. Thus, a new era of international cooperation in the fight against climate change began. Motivated by the robust political backing, the Paris Agreement entered into effect in November of 2016. The Paris Agreement's specifics were the subject of negotiations conducted inside the UNFCCC framework. But according to Donald Trump, China was fabricating the idea of global warming to undermine America's ability to compete on the economic front.³² Hence, on June 1, 2017, President Donald Trump declared that US would withdraw from the 2015 Paris Agreement on climate change mitigation.³³ He argued that the agreement would harm US's economy and leave the country in a lasting disadvantageous position.³⁴ President Trump's decision to withdraw US from the Paris Agreement received support from many Republicans but faced strong opposition from Democrats. This move was met with criticism from various sectors including environmentalists, religious organizations, business leaders, and scientists, both within US and internationally. Despite this decision,

³² Yong-Xiang Zhang et al., "The Withdrawal of the US from the Paris Agreement and Its Impact on Global Climate Change Governance," *Advances in Climate Change Research* 8, no. 4 (2017): 213–19.

³³ Barnini Chakraborty, "Paris Agreement on Climate Change: US Withdraws as Trump Calls It 'Unfair,'" FOX News Network, LLC., accessed October 10, 2025, <https://www.foxnews.com/politics/paris-agreement-on-climate-change-us-withdraws-as-trump-calls-it-unfair>.

³⁴ Ibid.

most Americans expressed opposition to the withdrawal from the agreement.³⁵ However, President Biden's swift action to rejoin the Paris Agreement reflects a renewed commitment to global climate efforts. His decision, made shortly after taking office, signifies a shift in US's climate policy towards international cooperation and climate action. By rejoining the agreement, US is aligning itself with international efforts to address the pressing issues of climate change, marking a return to a more engaged and cooperative approach globally.³⁶

Less than 90 days after re-joining the Paris Agreement, the Biden administration announced a new target to reduce US's economy-wide GHG emissions by 50%-52 % below the initial level in 2005 by 2030. The target constitutes the nation's new NDC under the Paris Agreement, which US formally communicated to the UNFCCC in a 24-page submission. The administration explains that a "whole-of-government approach on climate action at the federal level will play an important role in achieving" the 2030 target, and envisions that "all levels of government and the private sector would work in collaboration with other stakeholders for the implementation of this NDC."³⁷

Before leaving office, President Obama pledged to reduce US's emissions by 26 to 28 percent below 2005 levels by 2025, which was formally communicated to the UNFCCC in early 2016 (2016 NDC).³⁸ The 2016 NDC outlined various existing and then-proposed regulations "relevant to the implementation of the U.S. target,"

³⁵ Scott Clement and Brady Dennis, "Post-ABC Poll: Nearly 6 in 10 Oppose Trump Scrapping Paris Agreement," *Washington Post*, accessed November 5, 2025, <https://www.washingtonpost.com/news/energy-environment/wp/2017/06/05/post-abc-poll-nearly-6-in-10-oppose-trump-scrapping-paris-agreement/>.

³⁶ Fiona Harvey, "Joe Biden Could Bring Paris Climate Goals 'Within Striking Distance,'" *The Guardian*, accessed November 5, 2025, <https://www.theguardian.com/us-news/2020/nov/08/joe-biden-paris-climate-goals-0-1c>.

³⁷ United Nations Framework Convention on Climate Change, "Nationally Determined Contributions (NDCs)," accessed November 5, 2025, <https://unfccc.int/process-and-meetings/the-paris-agreement/nationally-determined-contributions-ndcs>.

³⁸ *Ibid.*

including the Department of Energy's (DOE) energy conservation standards for buildings and appliances, the Department of Transportation's fuel economy standards and the Environmental Protection Agency's (EPA) then-pending Clean Power Plan.

American Electric Power Co. v Connecticut

As an illustration, in the case of *American Electric Power Co. v Connecticut* (2011),³⁹ the plaintiffs including states and private entities, sued power companies and a federal agency for alleged interference through carbon dioxide emissions. Here, the plaintiffs argued that the defendants' carbon dioxide emissions were causing significant harm by contributing to global warming, violating federal common law or state tort law. They claimed that public lands, infrastructure, health, and habitats for animals and rare species were all at risk due to climate change caused by these emissions. The plaintiffs sought injunctive relief to cap and progressively reduce carbon dioxide emissions from each defendant over a specified period. The Court ruled that federal common law claims were overridden by the Clean Air Act (CAA), thus affecting the ability to seek emissions abatement. Therefore, it appears that the ruling underscores the significance of legislative frameworks like the CAA in governing emissions and pollution control. It shows that statutory laws can supersede common law claims, impacting the ability to seek injunctive relief or abatement through federal common law channels.

Electric Power Industry

Not only that, over the past decade, the electric power industry has significantly contributed to reducing US's greenhouse gas emissions, with a notable 20% decline in emissions since 2005.⁴⁰ This decline can be attributed to the retirement of aging coal-fired plants, the increased availability and flexibility of natural gas turbines, and the decreasing costs of wind and solar energy, supported by tax incentives.⁴¹ These trends are expected to persist, further enhancing emissions reduction efforts in the future. For instance, in May 2017, DTE Energy pledged

³⁹ *American Electric Power Co v Connecticut*, 564 U.S. 410 (2011).

⁴⁰ Fatima Maria Ahmad, Jennifer Huang, and Bob Perciasepe, "The Paris Agreement Presents a Flexible Approach for US Climate Policy," *Carbon and Climate Law Review* 11, no. 4 (2017): 283–91.

⁴¹ *Ibid.*

to reduce the company's carbon emissions by more than 80 % by the end of 2050, compared to levels in 2005.⁴² The company established a series of intermediate targets for reduction such as a 30% decrease in the early 2020s, a 45% cut in 2030, and a 75% reduction in 2040.⁴³ This plan involves shifting to renewable sources for over 70% of electricity, alongside commitments to nuclear and efficient natural gas generation, as well as enhancing overall efficiency.⁴⁴ Meanwhile, Xcel Energy aims to reduce GHG emissions by 45% from 2005 levels by 2021, primarily through significant investments in wind energy; and First Energy had committed to a steeper 90% drop in GHG emissions from 2005 levels by 2045, leveraging wind, nuclear, and gas technologies to make this goal both economically viable and technically feasible.⁴⁵ Not only that, state and local governments have been taking initiatives, which include legal mandates and voluntary efforts regarding electricity generation profiles for about two decades. For instance, California and Washington have implemented a GHG emissions cap-and-trade program that covers various sectors like electric power, selected industries, and fossil fuel distributors.⁴⁶ This program is a crucial part of California's strategy to reduce GHG emissions efficiently. It establishes a declining limit on major sources of GHG emissions in California and incentivizes investment in cleaner technologies. The program covers about 80% of the state's GHG emissions and operates by creating allowances equal to permissible emissions, with each allowance representing one metric ton of carbon dioxide equivalent emissions.⁴⁷ As the annual cap decreases, the program creates a steady carbon price signal to encourage emission reduction efforts. From the above discussion, it appears that these commitments signify a significant acknowledgment that the business sector or air resource board views the future as low carbon. Their long-term planning for sustainability extends beyond immediate political cycles, influenced by scientific consensus, global political and

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

⁴⁵ Ibid.

⁴⁶ Jonathan L. Ramseur, "Greenhouse Gas Emissions in the U.S. Electricity Sector: Background, Policies, and Projections," *Congressional Research Service*, 2023, <https://sgp.fas.org/crs/misc/R47561.pdf>.

⁴⁷ Ibid.

economic trends, and increasing consumer demands for environmentally friendly practices.

Children’s Rights and the Environment – Held v State of Montana

The case of *Held v State of Montana (2023)*⁴⁸ involved 16 Montana youths aged 5 to 22 who wished to protect their rights to a healthy environment, dignity and freedom. The plaintiffs in this case raised an argument that the state infringed their constitutional right to a clean environment, including protecting air, water, wildlife and public lands from climate-related threats like droughts, wildfires and floods.⁴⁹ Judge Kathy Seeley of Montana’s First Judicial District Court ruled in favour of the young plaintiffs, stating that “*laws prohibiting climate change consideration in fossil fuel activities were unconstitutional; the decision highlighted climate impacts, irreversible injuries from greenhouse gas emissions, and the need for science-based climate measures.*”⁵⁰

This landmark ruling found the state of Montana violated young people’s constitutional rights to a “clean and healthful environment,” whereby this is the first time an U.S. court has made a nexus between the government’s fossil fuel promotion with harm to youth from climate change ignorance. This decision is in line with the Montana Constitution, which stipulates that *the "state and each person shall maintain and improve a clean and healthful environment in Montana for present and future generations."*

Climate change threatens the vital enjoyment of human rights including those to life, water and sanitation, food, health, housing, self-determination, culture and development.

Impact of the case of *Held v State of Montana* is far ranging. In line with the 2030 Agenda and the preamble of the Paris Agreement on climate change, UN Human Rights aims to promote a human rights-based approach to climate action. According to Benjamin Schachter, the Environment and Climate Change Team leader at UN Human

⁴⁸ *Held v State of Montana*, No. CDV-2020-307 (Mont. Dist. Ct. Aug. 14, 2023).

⁴⁹ *Ibid.*

⁵⁰ *Ibid.*

Rights, this case is a vital step toward climate justice and protecting the human rights of present and future generations.

“A safe and stable climate is integral to the effective enjoyment of a wide range of human rights, including the right to a clean, healthy and sustainable environment,” Schachter stressed. “States, therefore, have a human rights obligation to prevent the adverse effects of climate change and ensure that those affected by it, particularly those in vulnerable situations, have access to effective remedies and means of adaptation to enjoy lives of human dignity.”⁵¹ The UN Human Rights Chief, Volker Turk stated as follows: “The ruling recognizes that every ton of greenhouse gas emissions matters and calls for science-based actions, safeguarding our planet for generations to come”⁵²

Stop H-3 Association v Dole and Juliana v Usa

The case of *Stop H-3 Association v Dole (1984)* involved Environmental groups challenging the construction of the H-3 highway in Hawaii due to environmental concerns, which would be impacting ecosystem, endangered species and cultural sites. The main issue was whether there was compliance with the National Environmental Policy Act, s.4(f) Department of Transportation Act and the Endangered Species Act. In this case⁵³, the Ninth Circuit of the United States Court of Appeals recognized the “relationship between environmental protection and the equal protection clause”.⁵⁴ The Court noted that: “*We certainly agree that maintaining and, to a greater extent, restoring a respectable and liveable environment is the most pressing and unwavering priority. If we continue to use this planet's natural*

⁵¹ Office of the United Nations High Commissioner for Human Rights, “This Is about Our Human Rights’: U.S. Youths Win Landmark Climate Case,” United Nations, accessed December 5, 2025, <https://www.ohchr.org/en/stories/2023/08/about-our-human-rights-us-youths-win-landmark-climate-case> .

⁵² Ibid.

⁵³ *Stop H-3 Ass'n v Dole*, 740 F.2d 1442 (9th Cir. 1984).

⁵⁴ *Stop H-3 Ass'n v Dole*, 870 F.2d 1419 (9th Cir. 1989).

resources carelessly, human life—which is in and of itself a fundamental right—will disappear".⁵⁵

Impact of the case is that it highlighted the importance of considering environmental factors in labor policies and projects approval. Human rights to environment should be protected and recognized. The Court avoided considering this question directly, but in 2016 the United States District Court of Oregon found a connection. In *Juliana v United States (2020)*⁵⁶, the Court held that the Fifth Amendment encompasses "the right to a climate system capable of sustaining human life".⁵⁷

This is a landmark climate change lawsuit filed by 21 young plaintiffs, represented by NGO, Our Children's Trust, in 2015 against the federal government's actions and inactions contributing to climate change which violates their constitutional rights.

In a first instance decision, the Court concluded that "the right to a climate system capable of sustaining human life is fundamental to a free and ordered society." A stable climate system is, in fact, the foundation of society, "without which there would be neither civilization nor progress," much as marriage is the cornerstone of the family.⁵⁸ The plaintiffs argued that other rights to life, liberty, and property cannot be exercised without such a stable climate system.⁵⁹ On the other hand, the defendants cautioned against defining a right to be free from pollution or climate change, as asserted by the plaintiffs, as fundamental. However, the Ninth Circuit Court of Appeals has dismissed the case in January 2020 and the amended case in May 2024 due to the Plaintiffs' lack of locus standi. This case is still ongoing. The case of *Julian v USA* has heightened public awareness about climate change and the potential role of the judiciary in addressing environmental issues. It will also inspire similar lawsuits worldwide. Secondly, this case emphasizes the rights and concerns of younger generations facing the long-term impacts of climate change, potentially

⁵⁵ Stop H-3 Ass'n, 870 F.2d at 1419.

⁵⁶ *Juliana v United States*, No. 18-36082 (9th Cir. Jan. 17, 2020).

⁵⁷ *Juliana v United States*, 947 F.3d 1159 (9th Cir. 2020).

⁵⁸ Ibid.

⁵⁹ Ibid.

shaping future legal arguments and policy advocacy focused on intergenerational justice.

Green Amendment

Environmental challenges are becoming more severe and overlapping in communities all around the United States. Consequently, in 2023, more states are stepping up their efforts to include a healthy environment as a constitutional right. Presently, three states which are Montana, New York and Pennsylvania, have achieved achievement in formulating amendments that guarantee the right to a clean and healthy environment, but at least nine more states were considering bills in 2023.⁶⁰ A Green Amendment is an amendment made to the bill of rights of a state constitution which guarantees that all people of the state have the unassailable "right to clean air, clean water, and a healthy environment".⁶¹ Millions of people in the United States do not have access to clean water, and almost everyone on the entire globe frequently breathes in harmful amounts of air pollution. The Green Amendments offer a safeguard to guarantee that environmental health is protected by government authorities by designating a healthy environment as a fundamental civil liberty. Green Amendments also contribute to the advancement of environmental justice by giving impacted communities the legal authority to demand that the government stop taking activities that violate their rights to clean air, clean water, and a healthy environment. This is in line with the Paris Agreement to achieve a better global environment.

Next Steps

The new US's NDC also gives ideas for businesses seeking to establish new commitments on climate change or to build climate-related risks and advocacy into existing or new environmental, social and governance (ESG) programs. Factually, many US businesses and trade associations are rallying around the new NDC, and have committed to

⁶⁰ National Caucus of Environmental Legislators (NCEL), "Green Amendments in 2023: States Continue Efforts to Make a Healthy Environment a Legal Right," accessed November 5, 2025, <https://www.ncelenviro.org/articles/green-amendments-in-2023-states-continue-efforts-to-make-a-healthy-environment-a-legal-right/> “.

⁶¹ Ibid.

working with the federal government to achieve the 2030 target.⁶² Organizations and regulated entities can all the more likely position themselves by focusing on setting science-based emissions decrease targets, established in, or lined up with, the new US's NDC's 2030 objective.

APPLICATION OF THE PARIS AGREEMENT IN MALAYSIA

The Paris Agreement was signed by Malaysia on 22 April and 16 November of year 2016 and thereafter ratified accordingly.⁶³ In consonance with the agenda of the Paris Agreement to strengthen and enhance global response to the alarming threat of climate change, Malaysia despite being listed as a Non-Annex I Party, has set its target to cut gas emissions of gross domestic product by 45% by year 2030 with a breakdown of 35% being unconditional and 10% being dependent on the availability of technology transfer, capacity building from developed countries and climate finance.⁶⁴ It is not only from the perspective of target setting that Malaysia must fulfil but Malaysia also must update the necessary targets and measures in its NDCs to maintain the global temperature rise below 2°C.⁶⁵ It is imperative to highlight that the obligations under the Paris Agreement have no doubt increased the burden of developing countries including Malaysia to address this concern of climate change which is a herculean task.⁶⁶ The first aspect that must be looked into is the existing legislative framework in Malaysia as to whether it must tighten the existing environmental laws or by enacting a new and specific law dealing specifically with the issue

⁶² Business Council for Sustainable Energy, "Homepage," accessed October 27, 2025, <https://bcse.org>.

⁶³ Lian Kok Fei, "The Implications of the Paris Climate Agreement for Malaysia," *International Journal of Science Arts and Commerce* 3, no. 2 (2018): 27–39.

⁶⁴ Regina Wong, "Commentary: Malaysia Pledges to Go Carbon Neutral but There's a Catch," *Channel NewsAsia*, October 6, 2021, <https://www.channelnewsasia.com/commentary/malaysia-climate-change-sustainability-commitments-carbon-neutral-2222621>.

⁶⁵ Fei, 12.

⁶⁶ Kelebogile Zvobgo, Wayne Sandholtz, and Suzie Mulesky, "Reserving Rights: Explaining Human Rights Treaty Reservations," *International Studies Quarterly* 64, no. 4 (2020): 785–97.

of climate change. At present, there is no specific law in Malaysia to cater for and address the issue of climate change. If one were to look into the Environment Quality Act 1974 ('EQA'), there is nothing in the EQA to cater for climate change concerns specifically as the EQA merely deals with aspects of environment and environmental pollution.⁶⁷ Likewise, another Act – the Renewable Energy Act 2011 which does not provide for climate change agenda and focuses on reduction of fossil fuels is not holistic enough to govern other industries such as the agriculture and fisheries.⁶⁸

Initiatives by Malaysia

A heartening initiative by the Malaysian government is its serious commitment to reduce its economy-wide carbon intensity (relative to Gross Domestic Product) of 45% by 2030 compared to the 2005 level.⁶⁹ Malaysia also aspires to achieve net-zero GHG emissions as early as 2050, subject to the outcome of the Long-Term Low Emissions Development Strategies (LT-LEDS) prepared by the Ministry of Natural Resources, Environment and Climate Change.⁷⁰ Furthermore, Malaysia has also launched the Shariah-compliant Bursa Carbon Exchange for the Voluntary Carbon Market (VCM), the first of its kind in the whole world.⁷¹ A significant scrutiny of the EQA carried out through Sections 21 and 51 indicates that the Minister responsible for environmental protection has the power to set out the regulations which describe the limits for the emission of environmentally unfriendly substances and pollutants as well as regulations prohibiting the emission into the environment of any gaseous matters. In this regard, the Minister has put in place a few regulations for the proper management of carbon emissions in Malaysia particularly the Environmental Quality (Clean Air) Regulations 2014 (Clean Air

⁶⁷ Ibid, 790.

⁶⁸ Ibid.

⁶⁹ MGTC, 'Malaysia's Commitment on Climate Action and Preparations for the United Nations Framework Convention on Climate Change (UNFCCC) COP28' (9 October 2023) <https://www.mgtc.gov.my/2023/10/malaysias-commitment-on-climate-action-and-preparations-for-the-united-nations-framework-convention-on-climate-change-unfccc-cop28/>

⁷⁰ Ibid.

⁷¹ Ibid.

Regulations) which inter alia provides that an owner and/or occupier of a premise involved in any activity or industry listed in the First Schedule of the Clean Air Regulations that includes power plants, waste fuel plants, asphalt mixing plants and others, must take necessary steps to reduce the discharge of air pollutants to the environment according to the best available techniques economically achievable. Doubtless, this is an initiative to minimize the effect of climate change albeit not a direct one.

Clean Air Regulations

In addition, the Clean Air Regulations further make legal provisions for the equipping and monitoring of an air pollution control system, offences, and penalties. The Clean Air Regulations make it mandatory for the specified activities and industries to be careful and wise in their operations so as to ensure that it is in compliance with the Clean Air Regulations which in effect, shall reduce the emission of air pollutants (including carbon) into the atmosphere.

Renewable Energy Act 2011

On the other hand, the Renewable Energy Act 2011 is aimed at increasing the production of green energy for sustainable purposes. The Act inter alia provides incentive for the generation of electricity from renewable alternative resources by introducing a feed-in tariff scheme which gives feed-in holders a premium for each unit of electricity that is generated using renewable resources.⁷² This program has cut GHG emissions by 432,000 tons of carbon dioxide as of 2013.⁷³

As a whole, in respect of the Paris Agreement's international obligations, Malaysia has showed further commitment in saving the environment by updating its NDC to a) increase the unconditional reduction intensity by ten percent (10%); and b) expand the GHG coverage to include, Carbon Dioxide (CO₂), Methane (CH₄), Nitrous Oxide (N₂O), Hydrofluorocarbons (HFCs), Perfluorocarbon (PFCs), Sulphur Hexafluoride (SF₆) and Nitrogen Trifluoride (NF₃).⁷⁴

⁷² Section 3 to section 5 of the Renewable Energy Act 2011 (Act 725)

⁷³ Fei, "The Implications of the Paris Climate Agreement for Malaysia," 30.

⁷⁴ Dhaartshini et al., "Breaking Down Malaysia's Climate Commitments," Malaysian Youth Delegation, accessed December 27, 2025, <https://mydclimate.org/2021/10/04/7886> .

Voluntary Carbon Market

This tremendous show of commitment would mean more efforts, policies and principles to be formulated and put in place by Malaysia in the effort to cut down carbon emissions. Following this direction, the stakeholders, which include the Ministry of Environment and Water, the Ministry of Finance and Bursa Malaysia, are working on the development of a Voluntary Carbon Markets (VCM),⁷⁵ which is a platform that conducts carbon credit trading between green asset owners and others with the sole-objective to move towards low-carbon emission practices. Malaysia is also in the initial stages of the development of Long-Term Low Emission Development Strategy⁷⁶ with the primary role to formulate strategies and actions for the mitigation of GHG emissions in Malaysia's key economic sectors which include the manufacturing and processing industry sector, agricultural sector and waste sectors which no doubt address the climate change concerns across the global.

Adaptation and Mitigation Strategies

Floods are a common occurrence in Malaysia. 144 flood structural measures were implemented under the Tenth Malaysia Plan (2011-2015). The Eleventh Malaysia Plan (2016–2020) called for the implementation of 70 more new flood control projects while the Twelfth Malaysia Plan (2021 – 2025) will implement another 33 new flood control projects. The National Policy on Climate Change is the ultimate mitigation strategy used by Malaysia. This policy acknowledges the necessity of implementing mitigation and adaptation strategies concurrently and in a balanced way. Sectoral policies, the promotion of renewable energy, and the creation of national climate

⁷⁵ Zahiid Syed Jaymal, "Carbon Trading, Already a Complex Mechanism, to Be Made Shariah-Compliant, Parliament Told," Malay Mail, accessed December 27, 2025, <https://www.malaymail.com/news/malaysia/2021/12/01/carbon-trading-already-a-complex-mechanism-to-be-made-shariah-compliant-par/2025078>.

⁷⁶ Ibid.

forecast models are some of its primary initiatives.⁷⁷ These actions are entirely consistent with the two UNFCCC Biennial Update Reports.

Transportation, energy, waste management, land use, forestry, and agriculture are all covered by the sectoral policies. Initiatives have been implemented in the transportation industry to reduce motor vehicle emissions by increasing the use of biofuels and energy-efficient automobiles. Launched in 2019, the B10 initiative blends 10% palm oil with diesel fuel. Emissions have been lowered annually by 1.6 million tons because of this deployment. The B20 initiative was further launched in 2021 that blends 20% palm oil with diesel fuel.⁷⁸ In addition, by 2030, the Land Public Transport Master Plan hopes to see 40% of all cities using public transportation.

Since the nation's energy production accounts for a significant portion of its carbon emissions, the renewable energy industry has taken centre stage. By 2025, the National Renewable Energy Policy hopes to have 20% of the capacity from renewable sources. Programs have been launched by this strategy to increase the availability of renewable energy around the country. In comparison to the overall generating mix and targets, as of 2019, Malaysia's energy from renewable energy generation sources came about 2%.⁷⁹ It was still a long way off from the goal, but these estimates rely on how quickly renewable energy sources are incorporated into the system and how much demand for electricity increases in the Asia-Pacific area.

Malaysia has committed to reducing emissions by 45%, with the remaining 10% contingent on receiving support from wealthier nations. Support is provided in the areas of technology transfer, capacity building, and climate finance. The UNFCCC established the Green Climate Fund (GCF) as part of its climate finance efforts. Through a

⁷⁷ Ministry of Natural Resources and Environment Malaysia, *National Policy on Climate Change* (Putrajaya: Ministry of Natural Resources and Environment Malaysia, 2019).

⁷⁸ ARC Group, "Malaysia's Biodiesel Industry: Driving Sustainability and Economic Growth with Palm Oil," accessed October 27, 2025, <https://arc-group.com/malaysia-biodiesel-industry/>.

⁷⁹ Tengku Adeline Adura Tengku Hamzah et al., "The Conundrum of Carbon Trading Projects towards Sustainable Development: A Review from the Palm Oil Industry in Malaysia," *Energies* 12, no. 18 (2019): 3530. <https://doi.org/10.3390/en12183530>.

partnership with the Carbon Trust, Malaysia⁸⁰ received funds from the GCF in 2017. Work on this initiative is being carried out in two different domains: low carbon cities and the energy industry.

Prior to the GCF, Malaysia was already getting foreign support from the United Nations Development Programs and the Global Environmental Facility for low-carbon cities. The Sustainable Energy Development Authority and the former Ministries of Energy, Science, Technology, Environment, and Climate Change oversaw the low-carbon cities project. The Green Technology Application for the Development of Low Carbon Cities (GTALCC) initiative was the name given to this endeavour. The goal of the GTALCC is to support and encourage low-carbon activities in Malaysian cities. Putrajaya, Cyberjaya, Iskandar Malaysia, Petaling Jaya, and Hang Tuah Jaya are the five pilot cities that are taking part.

In a nutshell, Malaysia's adaptation and mitigation strategies always support and are in line with the Paris Agreement. To be precise, parties to the said agreement are required to submit communications on their NDCs. This is in accordance with the global stock take initiative and the enhanced transparency framework laid down in Article 13 and 14 of the Paris Agreement. Pursuant to that, Malaysia has submitted multiple biennial reports to the UNFCCC and its third NDC in October 2025. Hence, it is possible to see the future of Malaysia's climate scenario in a positive perspective by looking at these sources of support, both historical and contemporary.

RECOMMENDATIONS

From the above discussion, it can be submitted that Paris Agreement stands as a pivotal framework for global climate action, yet its effectiveness hinges on robust implementation and continual enhancement. First and foremost, by encouraging countries to revise and strengthen their Nationally Determined Contributions (NDCs) to align with the goal of limiting global warming to below 2°C, preferably

⁸⁰ The Green Climate Fund (GCF), "Malaysia Partners with Carbon Trust to Utilize GCF Readiness Resources," *The Green Climate Fund (GCF)*, November 16, 2017, <https://www.greenclimate.fund/news/malaysia-partners-with-carbon-trust-to-utilize-gcf-readiness-resources>.

to 1.5°C, compared to pre-industrial levels. It is crucial to strengthen emission reduction targets for meeting these ambitious goals as stronger emission targets help preserve ecosystems and biodiversity, which are vital for maintaining ecological balance and providing resources and services to human societies. Strengthening targets also fosters international cooperation and solidarity, essential for tackling a global issue like climate change. Additionally, ambitious targets demonstrate global leadership and commitment, encouraging other countries to take similar actions. Hence, by setting more robust emission reduction targets, countries can effectively contribute to mitigating climate change, protecting the environment, and ensuring a sustainable future.

It is also worth noting that the Montreal Protocol's incentive structure differs significantly from climate agreements and has achieved greater success in reducing GHG emissions than any other climate agreements.⁸¹ The protocol included provisions for adjusting phase-out schedules and adding new substances based on scientific findings, allowing it to adapt to new challenges and ensure continued progress. As a recommendation, like the Montreal Protocol, the Paris Agreement could consider limits on both the consumption and production of GHG.⁸² This approach creates a reinforcing cycle where reduced demand leads to reduced supply, encouraging the adoption of cleaner alternatives.⁸³ Reducing demand would incentivize the adoption of cleaner, more sustainable alternatives, while a reduction in supply would drive innovation in cleaner technologies and processes, making them more cost-effective and accessible. Not only that, Paris Agreement could establish clear, time-bound phase-out schedules for high-emission activities and industries and regularly update these schedules based on the latest scientific evidence to ensure they remain effective in reducing emissions. Hence, by incorporating these strategies, the Paris Agreement could enhance its effectiveness in

⁸¹ Scott Barrett, 'The Paris Agreement: We Can Do (and Have Done) Better' in Robert N Stavins and Robert C Stowe (eds), *The Paris Agreement and Beyond: International Climate Change Policy Post-2020* (Harvard Project on Climate Agreements 2016) 75.

⁸² Ibid.

⁸³ Ibid.

reducing GHG emissions, fostering global cooperation, and accelerating the transition to a sustainable, low-carbon future.

In addition, wealthier countries should commit to providing greater financial aid to support developing countries in their climate change mitigation and adaptation efforts. This commitment could involve increasing contributions to climate financing initiatives such as the Green Climate Fund, which plays a crucial role in channelling resources to projects that reduce greenhouse gas emissions and enhance climate resilience. Besides, wealthier countries and international financial institutions could also provide debt relief and offer concessional financing to developing countries to enable them to invest more in climate resilience and sustainable development without exacerbating their financial burdens. Also, there should be direct efforts made to assist vulnerable groups within developing nations. These groups include small-scale farmers, who often lack the resources to adapt to changing weather patterns; coastal dwellers, who face rising sea levels and increased storm activity; and indigenous communities, who depend on their natural environments and are disproportionately affected by climate change. Targeted support for these groups could involve providing access to climate-resilient agricultural practices, building infrastructure to protect against sea level rise, and preserving indigenous lands and knowledge systems. By focusing on these vulnerable populations, the climate action will be inclusive and equitable, addressing the needs of those most at risk.

Climate problems remain as one of the most important and cross-cutting global challenges that countries need to collectively overcome. The UK recognizes “*Article 6 as one of the critical elements of the Paris Agreement, given its potential to be a key vehicle for accelerating co-operative efforts in the fight against climate change, and to promote sustainable development.*” However, currently, domestic courts in the UK are very reluctant to decide on matters regarding the Paris agreement as they cannot overstep into international law. Domestic laws in the UK are to be improved and more laws should be enacted to strengthen implementation of Paris agreement in UK. UK should continue to attempt to establish strong global market frameworks, that are in line with the UK’s guiding principles of promoting transparency and simplicity, without compromising environmental integrity.

USA would need effective domestic policy surveillance in climate change mitigation efforts. Governments should plan for post-implementation reviews in policy development and invest in data collection and analysis. Developing countries may face resource challenges but can overcome them by following the International Monetary Fund's example of investing in data collection and capacity building. Donor countries should allocate resources for targeted capacity building, and climate finance could be tied to minimum standards of domestic transparency and review. Encouraging best practices and learning from successful policies globally can incentivize countries to invest in policy surveillance. This approach is not limited to climate policy and can improve overall policy design and implementation effectiveness.

The Paris Agreement is the ground breaking international legal treaty at global level to address the critical and alarming problem of climate change for a safer place and future of mankind on planet Earth. Despite all the efforts taken by Malaysia to minimize and address the concerns of climate change through the reduction of carbon emissions and sustainable development by the industries, there shall be a specific legislation in Malaysia to address climate change like the United Kingdom's Climate Change Act 2008. For instance, through the Climate Change Act 2008, the UK inter alia deals with emissions targets that are evidence-based and independently assessed.⁸⁴ As pointed out by the Malaysia Court of Appeal in the case of *AirAsia Bhd v. Rafizah Shima bt Mohamed Aris (2014)*⁸⁵, in order for an international treaty to be in operation in Malaysia, it must be promulgated as an Act of Parliament and therefore, Malaysia must do the necessary swiftly to honor its obligations under the Paris Agreement as the present legal, institutional and policy framework are of limited capacity and serve as a tangible stumbling block to transformative climate action.⁸⁶ On the other hand, Malaysia's

⁸⁴ Climate Change Committee, "A Legal Duty to Act," accessed November 27, 2025, <https://www.theccc.org.uk/what-is-climate-change/a-legal-duty-to-act/>.

⁸⁵ *Airasia Bhd v. Rafizah Shima bt Mohamed Aris* [2014] 5 MLJ 318.

⁸⁶ Jack Board, "Malaysia's Climate Plan Is High on Ambition, but Concerns Linger Over Execution: Experts," *Channel NewsAsia*, October 1, 2021, <https://www.channelnewsasia.com/asia/malaysia-carbon-neutrality-ambitious-concerns-execution-2230441>.

concerns in regard to the NDCs should be focusing on the interrogation of the robustness of NDCs put forward by the huge emitters. Hence, it should not limit its scope of climate action to management of its own NDC. This is surely insufficient for climate stabilization due to Malaysia's small global contribution. Hence, a national "net-zero" target would be the least substantial target of the Malaysian climate action. National Climate Action must be focusing on the understanding of the comparative climate data, Malaysia's climate vulnerabilities, its development objectives, capabilities and obstacles. Cautious and precise consideration of these complex factors will be vital in forming the best strategy towards setting subsequent NDCs to manage obligations, expectations as well as the perception related to the Malaysia's national climate action.

CONCLUSION

The Paris Agreement's main goal was for all member parties to voluntarily submit their NDC with their respective reduction targets on GHG emissions, to take adaptation measures and also to cooperate globally in order to achieve "holding the increase in the global average temperature to well below 2°C above pre-industrial levels" and to also put efforts towards limiting the same to 1.5°C above pre-industrial levels. All member parties, including the countries discussed above, have voluntarily submitted their own NDC(s) and it would be up to the each country to decide how to implement them, but it is rather clear that the easiest way would be to enact domestic legislation to convert international obligations into binding domestic commitments and national policies and to actually carry out the relevant and necessary domestic measures instead of just making declarations which are impressive and ambitious. Looking at Malaysia, UK and US, with Malaysia being a developing country and UK and US being developed countries, we can see that all three countries have implemented some domestic legislations to implement the Paris Agreement and their respective NDC(s) but whether or not these domestic legislations are sufficient is another matter altogether. Malaysia has demonstrated at the very least a partial implementation of the Paris Agreement but Malaysia should never be satisfied and should strive to achieve more in the years to come. Further, national policies and measures have been implemented to bring about actual actions and it is impressive that even

smaller sectors of society such as the Church of England have taken actions to contribute. The Paris Agreement is indeed comprehensive and has implemented unprecedented methods for countries to voluntarily participate in a global effort to curb climate change. However, if countries are unwilling to do as much as they can to implement the same, be it for financial or political purposes, the Paris Agreement cannot and will not be able to be effective and achieve the very aim it was created for. Therefore, it is of the highest importance that all member parties to the Paris Agreement do their part and even more for the sake of the earth and the future generation.

AUTHORS' CONTRIBUTION STATEMENT

This research is the result of all of the authors that have contributed in the conception and the development of this study. Each author has been participating collaboratively to contribute in analysing all of the legal materials, discussing the findings and refining the manuscript. In every stage of the draft process, authors have provided critical input to further improve the overall study and have revised the manuscript following the peer review process. All authors have read and approved the final version of the manuscript and agree to be accountable for all aspects of the work, ensuring the integrity and accuracy of the research presented.