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The Legal Structure of the International Solar Alliance and Its Impact on Climate Obligations) Review Research)

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Abstract. The ISA is the first-ever international legal framework for an institution. ISA, while an open and voluntary association, aims to affect global climate obligations by enhancing solar energy deployment in developing countries. The objective of this study is to investigate the legal framework of the Alliance and its influence on international climate commitments concerning the Vienna Convention on the Law of Treaties and international environmental law. The research in question uses analytical and comparative methodologies to interpret the founding documents of the ISA and compare its institutional design with other similar environmental organizations. The research finally concludes that ISA forms a new supranational legal form which will reshuffle climate obligations in today's international relations and ignites further legal adjustment required to accommodate the changes.

Keywords: International Solar Alliance, Climate Obligations, International Law, Solar Energy, Legal Personality.

Introduction

Significant changes to public international law are occurring now that climate and energy issues are core features of the restructuring of international

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relations not only at the level of the economy and the political, but also at the level of the legal organization itself. The climate crisis has moved beyond being an ethical issue and has taken a turn to become a legally binding issue that affects state sovereignty and changes the definitions of state obligation and climate justice.

Against this backdrop, one could posit that the International Solar Alliance, being a new inter-governmental organisation, has an innovative model that stands apart in structure and function, raising fundamental legal issues about its place in the existing international system and its potential to impact member states' climate obligations.

First: Significance of the Study

This study is significant because it examines a new international body that has not been studied in Arab legal literature even though it represents a qualitative shift in the international cooperation course on climate and energy. The International Solar Alliance offers a platform for sharing knowledge and financing projects. (16 words) In fact, it wants to change the relationship between developing countries and climate obligations through voluntary organizational instruments with an international institutional character which may generate a new type of international obligation that combines voluntariness and binding character. Therefore, this study aims to fill a void in academic legal literature and provide a rigorous scholarship on the legal framework of the Alliance and its practical implications involving public international law.

Second: Research Problem and Scope

The question posed below expresses the main question this research aims to solve.

To what extent does the International Solar Alliance has full international legal personality? Are its voluntary mechanisms capable of producing international climate obligations that possess legal consequences for state parties?

This issue covers several smaller issues, including.

The Alliance possesses the constituent elements of an international organization in the legal sense.

What relationship, if any, exists between the Alliance's founding instrument and the general rules of the Vienna Convention on the Law of Treaties?

In accordance with the provisions of international environmental law, specifically the Paris Agreement on climate change, how should the Alliance be evaluated?

Do its results create a new phase of "indirect binding force" in international climate relations?

The study's scope will be limited to the legal and institutional framework of the International Solar Alliance, while not addressing any of its technical or technological features. The timeframe is limited between the announcement 2015 and until organizational developments in mid-2025. Approved scope document states the project scope will be limited to one-time events. The relationship between the Alliance and its member states will be our sole focus and will not address its relationships with any private or financing entities.

Third: Structure of the Study

Based on the above, the study is further classified into two parts. The first part looks at the legal basis and the organization of the Alliance while the second talks about its impact on the development of climate obligations in international life.

1. The Legal Nature of the International Solar Alliance

In the midst of the major changes impacting the structure of the international legal order new organizational forms have started to develop, going beyond the classic models of international organization as defined by classical legal doctrine. They raise basic questions again about the international legal personality, sovereignty, and on what basis states are obliged to obey. One of the most noteworthy forms is what have been called the "hybrid functional organizations", which may not arise necessarily under collective UN sponsorship, but rather begin as bilateral or regional initiatives before developing into influential international institutional entities, even without having any of the elements of explicit binding force.

The International Solar Alliance, as a generic organization set up outside the UN through voluntary and participative basis, meets the criteria of being a novel instance of this phenomenon in international law. It includes an institutional structure that is very coherent in general nonprofit objectives and open membership. The other has a characteristic that is flexible and not binding which raises basic issues regarding its creation, personality, and the extent of its legal effect on the member states.

Continuing from the above preliminary observations, this part seeks to assess the legal nature of the alliance in two parts.

The primary focus is on the legal grounds behind its creation and its category of international organization law.

The second assesses the degree of the international legal personality and institutional powers on the basis of the doctrinal and judicial criteria adopted in this regard.

1.1. The Legal Basis of the International Solar Alliance

The fact that contemporary international entities that are not part of the UN are already reopening fundamental issues regarding the conditions of legal existence in the international community or the distinction between political cooperation and organized legal establishment is hardly surprising. In a world of multiple centres of power, international organisations are no longer the monopoly of the United Nations system. Instead, they emerge from functional necessities, technical comprehension, and global climatic issues.

In this respect, the International Solar Alliance is a good illustration of an emerging legal framework outside of the UN which arises through a 'voluntary multilateral agreement' between states. However, it raises specific questions regarding (i) the nature of this agreement; (ii) the role of this agreement in frameworks for the establishment of organizations; and (iii) its ability to produce an autonomous legal personality. Consequently, this subsection is designed to go about analyzing the legal basis from which the Alliance emerged. The first of which deals with its treaty-based character and constitutive legitimacy and the second which examines to what extent the criteria for establishing an organisation apply to this novum..

1.1.1. The Treaty-Based Character of the Alliance's Formation between Legal Establishment and Separation from the United Nations System

According to the philosophy of international law, the collective will of states is the founding basis of every international organization. Nonetheless, this will only acquire its legal character when it is embodied in a legally binding instrument governed by public international law which, it is envisaged, would result in the creation of an independent legal personality capable of carrying out a permanent collective function. In this context, technical understandings or political declarations cannot suffice to establish an international organization. The crucial elements transforming will from a diplomatic consensus into a legal construction capable of producing international effects must be present. This distinction raises the question of the International Solar Alliance. Is it established by an international agreement in the legal sense or is

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it merely a political and technical alliance having no legally binding constitutive value?

To answer the question, one must look at the founding instrument of the Alliance and then analyze it per the rules of international treaty law and general legal scholarship on organizations outside the United Nations system, while taking into account the changing notion of international organization, which now, in today's context, has moved beyond the classical type of organizations related to the United Nations only..

First: The Alliance's Founding Instrument as the Basis of a Constitutive International Agreement

The International Solar Alliance was first announced by India and France during the twenty-first Conference of the Parties (COP21) in December 2015, which sought to establish an international framework to support solar energy use in countries located in the solar belt. At the outset, the announcement stayed within the realm of voluntary understanding and had no direct legal binding force (1 : p. 113).

Yet in 2016, this pronouncement turned into a written international agreement which is entitled "Framework Agreement on the Establishment of the International Solar Alliance. The agreement was opened to signature of all United Nations member states and its entry into force required thirty states to ratify it. This was achieved in December 2017.The agreement has clear provisions which establish an international entity having permanent organizational organs.The most important ones are the General Assembly, the Executive Council, and the Permanent Secretariat. Moreover, it also provides for a legal seat in India and grants the entity immunities and privileges by a special agreement with the host state (2 : p. 45).

This agreement is an international treaty under article two of the Vienna Convention on the Law of Treaties, 1969 in substance and form.:

- A written agreement between states
- Establishing an organization of an international character
- Expressly governed by public international law (3 : p. 91).

Consequently, the Alliance is founded not on a memorandum of understanding or a declaration of intent but on a constitutive agreement satisfying all essential requirements, representing a clear founding legal act that produces effects within the international order.

Second: Positioning outside the United Nations System and Embracing a Decentralized Approach to International Organization

One of the most important features distinguishing the International Solar Alliance is that it was established neither by a United Nations resolution nor under the supervision of a United Nations body. Rather, it resulted from a bilateral sovereign initiative that developed into a collective contractual act among the states concerned. Some may view this separation from the United Nations center as weakening the Alliance's legitimacy as an international organization. However, this view overlooks the conceptual transformation that contemporary international organization has undergone, whereby membership of the United Nations structure is no longer a necessary condition for an international organization's existence.

Contemporary legal scholarship recognizes that international legitimacy derives not from central authority but from the fulfillment of the elements of organization, foremost among them collective will, a public purpose, and an independent institutional structure (4 : p. 267). This is the position adopted by some scholars who consider that an international organization "arises through agreement between states, without any requirement for approval or ratification by a higher international organization" (5 : p. 203). Indeed, some specialists emphasize in their studies of organizational pluralism that many modern organizations perform international functions without explicit United Nations recognition, while relying on self-standing contractual legitimacy (6 : p. 77).

Within this framework, the International Solar Alliance may be viewed as an expression of the multiplicity of centers of legal organization in the international order and of the emergence of decentralized functional authority that reflects an objective need among states and does not await authorization from a higher legal center.

Thus, the absence of a formal connection to the United Nations does not deprive the Alliance of its status as an "international organization," provided that it rests on an international treaty, performs a collective function, and possesses an independent institutional structure. Indeed, these characteristics make it a model of what is known as a "treaty-based organization outside the United Nations system," a modern form that has begun to take root in international practice since the beginning of the millennium, as exemplified by the Shanghai Cooperation Organisation and the Gas Exporting Countries Forum (7 : p. 159).

1.1.2. The Extent to Which the Legal Criteria for Establishing an International Organization Apply to the International Solar Alliance

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It is on the basis of the treaty form under which it came into existence that we may characterize the International Solar Alliance as an international organization. This necessity will also be submitted to an accurate normative analysis of the international legal doctrine and jurisprudence that already predetermines the essential conditions for the existence of international organizations with full legality. International law does not consider the mutual desire of states to form an association as sufficient. Instead, that entity should have institutional capacity, functional independence, and a link with the international public purpose beyond bilateral or private interests.

Due to the appearance of numerous modern institutional formations, which all feature different names and functions, some of which may technically be international organizations, it has become necessary. As a result, a legal characterization of the Alliance following the structural doctrinal criteria becomes necessary to determine whether the Alliance is really an international organization or only a coordination by consensus mechanism.

First: Fulfillment of the Fundamental Legal Criteria for an International Organization

According to the position established by the majority of international law scholars, four principal criteria must be fulfilled for an entity to be considered an international organization in the technical sense:

1. The existence of a multilateral international agreement establishing the entity;
2. General objectives of a noncommercial character connected to a collective interest;
3. Independent organizational structures exercising specific institutional powers;
4. International legal personality distinct from the will of member states (8 : p. 53).

Turning to the International Solar Alliance, these criteria are clearly fulfilled:

It was established under an international agreement in force that has been signed and ratified by dozens of states (2 : p. 45),

It aims to promote solar energy use and achieve climate justice, a public purpose connected to the common global good rather than a commercial interest (1 : p. 116),

It possesses permanent organizational organs, such as the General Assembly, Executive Council, and Secretariat, which adopt decisions and implement programs and are independent in form and function (2 : p. 48),

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It also possesses independent legal personality enabling it to enter into contracts and engage in litigation, as demonstrated by its capacity to conclude international agreements and obtain recognition as an observer in United Nations bodies (9 : p. 74).

Indeed, some of these characteristics exceed those available to certain emerging intergovernmental organizations. The Alliance has secured financial support from international bodies such as the World Bank and concluded partnerships with organizations such as IRENA and UNEP, reflecting practical recognition of its legal status (10 : p. 121).

Therefore, in terms of structure and function, the Alliance meets the minimum—and indeed sufficient—requirements for characterization as an intergovernmental organization.

Second: The Limits of Legal Binding Force and Their Impact on Characterization

Some literature questions whether the absence of legal obligations and the voluntary cooperation of the Alliance diminish its standing as an organization of international public law. The objection has its origins in a classical understanding of legal organization as equal to strict binding force. However, international legal scholarship has become more discernible on binding force as an outcome and organization as a condition of institutional existence.

As one specialist has explained, "the existence of an organization does not require it to possess enforceable binding powers; it is sufficient for it to have an institutional structure based on an international agreement" (11 : p. 42). This is consistent with Jan Klabbers's observation that "many modern organizations build their strength on soft influence and financial incentives rather than traditional binding force" (6 : p. 82).

In this context, despite its voluntary character, the International Solar Alliance generates a set of indirect obligations, such as obligations of transparency, participation in initiatives, voluntary reporting, and engagement in financing and training mechanisms. Although these obligations are not governed by sanctions, they contribute to a cumulative legal impact constituting what may be described as "soft binding force," a trend that has become recognized in international environmental law, particularly following the Paris Agreement on climate change (12 : p. 138).

Accordingly, its nonbinding nature does not diminish the Alliance's standing as an organization. Rather, it expresses a new form of functional obligation founded on consensus and exercising influence through its cumulative impact on international conduct.

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1.2. The Alliance's International Legal Personality and Regulatory Powers

One of the key basics that permit international organizations to function beyond the state framework and organize oneself in a comprehensive order is the international legal personality of an international organization. An organization must have such a personality to conclude agreements, get represented before a global body, or regulate outside the member states. In this sense, the question of whether the International Solar Alliance has full international legal personality does not only come from a formal point of view, it also comes from a functional and philosophical point of view regarding the extent to which it will be independent and be able to impact international behaviour legally.

A founding instrument alone is not sufficient. The legal personality of must be assessed instead by reference to a twofold criterion, first, the extent to which the independence of the entity is disjoined from that of its founding states, and second, the extent to which the functions it carries out are itself and not just a coordinating framework subject to the will of states. Accordingly, by applying this perspective, this paragraph will try to measure the international legal personality of the Alliance and the effective powers granted to it through two complementary subsections.

1.2.1. The Constituent Elements of International Legal Personality in the Alliance's Structure

The theory of international organization has devoted a great deal of attention to the notion of international legal personality. In essence, that is what distinguishes an organization from simple interstate cooperation and bestows it with an independent existence in law. Legal personality conventionally refers to the ability to acquire rights and assume obligations. Within international organizations, legal personality refers to objective manifestations which primarily consist of the capacity to contract, litigate, conclude agreements and to enjoy independent international representation. The concept is established not by the application of a verbal declaration but rather by structural and functional indicators demonstrating the independence of the organizational will from the national will of the members states.

First: Indicators of Institutional Independence

The internal structure of the International Solar Alliance indicates that it possesses a full-fledged institutional framework other than coordination. The organization has a General Assembly which is composed of all the member

states. Furthermore. it also has periodically elected Executive Council and Permanent Secretariat which is responsible for administration and day to day running (2 : p. 48). These bodies execute their functions under assigned powers, propose recommendations and implementation plans, and manage financing and training programs, exhibiting the marking of an "independent institutional will" distinct from the will of states taken together.

As per the dominant doctrinal position – this kind of institutional structure is understood as a sufficient indicator of personality, even due to non-legal binding force (8 : p. 54). The Alliance possesses internal working documents and detailed voting procedures which grant it a level of international recognition. Also, in terms of financial arrangements, it is equal to self-standing organisations.

Second: Contractual Capacity and External Representation

The Alliance performs international functions in its relations with other organizations and entities. It has concluded memoranda of understanding with international financial institutions, engaged in implementation mechanisms under environmental agreements, and been recognized as an observer at certain United Nations meetings concerning climate and energy (9 : p. 74). These indicators provide functional evidence of its "international contractual capacity," one of the elements of legal personality as established by the International Court of Justice in the "Reparation for Injuries Suffered in the Service of the United Nations" case (1949), when it recognized the organization's international capacity on the basis of its performance of functions requiring such personality (13 : p. 192).

Thus, the Alliance neither operates under the umbrella of a particular state nor represents a specific national interest. Rather, it performs its functions in its independent legal capacity, making it, under the objective criterion, an international legal person by every measure.

1.2.2. The Alliance's Powers between Coordination and Regulatory Competence

International organizations do not all exercise the same level of authority. Between organizations possessing binding decision-making powers and those confined to coordination or consultation, authority takes multiple forms in international organization. Accordingly, the position of the International Solar Alliance within the global organizational hierarchy is measured not by its binding force but by the legal and functional instruments it possesses that

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enable it to regulate the conduct of member states or at least influence it independently.

This opens the way to examining the nature of the powers exercised by the Alliance and whether they constitute regulatory powers in the legal sense or merely administrative recommendations that deprive it of any genuine influence on international climate relations.

First: Powers of Approval and International Programming

The founding instrument shows that the Alliance has the right to approve annual work plans, establish solar energy programs, and allocate technical funding to member states, as well as launch regional initiatives such as the "Ease of Doing Solar Business" program and the "Global Solar Facility" initiative, which aim to facilitate investment and strengthen local capacities (10 : p. 125). These functions are not merely recommendations but measures with economic and financial consequences that may directly influence states' energy choices.

According to established legal doctrine, regulatory authority is not confined to the capacity to impose binding requirements. It also encompasses the indirect influence exercised by an organization through shaping public policies and creating normative reference frameworks through which national decision-making is reshaped (11 : p. 44).

Second: Progression toward Cumulative Institutional Influence

The Alliance is gradually expanding its influence, not by imposing obligations but by consolidating its presence as a regional–international hub in solar energy and becoming a quasi-exclusive channel for climate finance related to clean energy in certain developing countries. This position has afforded it increasing latitude in directing energy priorities and building regional cooperation networks under its umbrella, giving it what may be called "symbolic authority" or "referential legitimacy" (12 : p. 139).

This authority does not sanction, but normatively dominates pathways, plans and national priorities for financing. Regardless of whether or not a mechanism established a direct binding force, it has real authority. Consequently, the Alliance serves as a classic instance of what legal scholars refer to as a "nonbinding regulatory organization": one that aims to influence behaviour not through conventional legal norms, but through other, less classical means, such as the establishment of financing incentives, technical conditions, and institutional classification.

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2. The Impact of the International Solar Alliance on International Climate Obligations

In recent years, climate obligations have proven to be one of the most difficult challenges for international environmental law, as they embody a mixture of national sovereignty and global necessity. Many states have aimed to retain discretion and flexibility in this area. Nevertheless, an international legal regime seems to be developing that will come to restrict that sovereignty within an obligation. This regime will come to draw on the disparities with respect to capacity and invoke a collective obligation. The aforementioned transformation was most marked by the Paris Agreement on climate change (2015), which advanced a novel approach by way of "voluntary self-binding commitment" to the submission of (specific and flexible) contributions by each state.

In this context, the International Solar Alliance came up as an atypical institutional actor which intends to promote energy cooperation among developing countries not through binding obligations, but rather through giving the access to technology, coordinating financing and creating collective networks which go beyond centre-periphery logic in apportioning climate responsibilities. This is why analyzing the impact of the Alliance (and the Macrón letter) on climate obligations is important. This is not to challenge the existing legal order. Instead, they are a complement to it. Furthermore, they could be informal drivers reshaping the concept of obligation in the international climate space.

Proceeding from this conception, this part presents an extensive legal analysis of the Alliance's impact on developing or reshaping climate obligations through two sections:

– The first examines the relationship between the Alliance and the Paris Agreement as the contemporary global reference framework,

– The second considers the Alliance's effectiveness in generating new international obligations or developing existing forms.

2.1. The Relationship between the International Solar Alliance and the Paris Agreement on Climate Change

The Paris Agreement on climate change, concluded in 2015, is not merely an environmental undertaking between states. It marks a turning point in the nature of climate obligation within international law, moving from the classical model of mandatory allocation of climate duties to one based on "legally formalized voluntary commitment," in which each state is left to determine its

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national contribution within a flexible consensual framework founded on transparency and periodic assessment. The agreement has been regarded as embodying the principle of "common but differentiated responsibility," which takes into account differences in states' historical and developmental capacities and gives rise to an unequal form of obligation that nevertheless accords with the requirements of climate justice (13 : p. 77).

Within this framework, the International Solar Alliance is presented as a parallel platform that did not emerge from within the agreement's structure but contributes functionally to facilitating its implementation by strengthening developing countries' renewable energy generation capacities, facilitating finance and technology, and institutionalizing climate and energy cooperation. The question here is: to what extent does the Alliance's role complement the structure of the Paris Agreement? Can it be considered part of the agreement's informal implementation mechanism? Or is it merely a parallel initiative unconnected to the existing climate regime?

To answer these questions, this section is divided into two subsections. The first addresses points of convergence between the Alliance and the Paris Agreement, while the second examines the limits of their institutional and functional interaction.

2.1.1. Points of Convergence between the Alliance's Objectives and the Structure of the Paris Agreement

The International Solar Alliance cannot be treated as an entity separate from the international climate regime. Instead, the context of the Paris Agreement itself has produced this historic moment.

The timing of the Indian-French initiative to launch the Alliance with the Paris negotiations was not a coincidence. It demonstrates an organized effort to complement the international treaty regime by flexible institutional instruments that serve its purpose without overwhelming its legal structure.

Here, the Alliance and the Paris Agreement are indirectly structurally related. This is so because of their convergence in purpose, consistency in the means, and complementarity of the instrument and the objective.

First: Convergence in Environmental Objectives and Climate Justice

The International Solar Alliance and the Paris Agreement share the principal objective of reducing carbon emissions and achieving a just energy transition. While the Paris Agreement stipulates the need to "limit the increase in the Earth's temperature to below two degrees Celsius," the Alliance's programs focus on facilitating solar energy use as a sustainable low-carbon

alternative, particularly in countries with limited emissions and high solar potential (14 : p. 115).

The Alliance also gives practical expression to the principle of "technical and financial empowerment of developing countries," which lies at the heart of Articles (9), (10), and (11) of the Paris Agreement, obliging developed countries to provide technical and financial support and technology transfer. In this context, the Alliance provides an implementation platform that eases the burden on United Nations bodies through a decentralized mechanism for climate and energy assistance (15 : p. 127).

Second: Consistency in Institutional Methodology

In another dimension, both the Alliance and the Paris Agreement rely on the principle of the "nationally determined contribution" rather than equal obligation, meaning that both take national circumstances into account in determining environmental responsibility. This flexibility in constructing obligation enables broader international engagement without strict legal coercion.

In this sense, the Alliance may be regarded as a functional instrument for giving practical expression to the philosophy of the Paris Agreement by providing an operational framework for cooperation without exerting legal pressure. This is fully consistent with the spirit of the agreement, which favored monitored voluntary commitment over coercive binding requirements that cannot be enforced (16 : p. 141).

2.1.2. The Limits of Institutional Interaction between the Alliance and International Climate Bodies

The Alliance and Paris Agreement have similar goals, yet their operational relationship is an informal one. The agreement, through its implementation mechanisms, did not characterize the Alliance as an affiliated or accredited entity. Furthermore, the institutions of the Alliance have not been incorporated into the structures of UNFCCC. This poses the question of the boundaries of formal recognition and whether the Alliance is actually capable of legally influencing the implementation of the main climate accord.

First: The Absence of a Direct Legal Connection

The text of the Paris Agreement contains no reference to the International Solar Alliance, whether as a partner entity or an implementation platform, nor is there even any structural overlap between their organs. This absence reflects the desire of the Alliance's founding states to establish an alternative flexible

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framework that operates on a nonbinding basis and is not constrained by the bureaucracy of United Nations bodies.

One doctrinal stance views this independence as a source of functional strength, making the Alliance more operationally flexible and overcoming administrative obstacles. (17: p. 82) Presently, it is often asserted that the lack of official acknowledgment diminishes its legal efficacy and relegates it to the fringes of the international climate regime (18 : p. 38).

Second: Informal Practical Interaction and Its Legal Implications

The Alliance may not be recognised as a legal entity, yet, its status as an observer at the Conferences of the Parties (COP), participation in presenting statements and policies at joint side events, and collaboration with the secretariat of the Climate Convention on the implementation of certain technical matters. (10 : p. 128) This practical interaction indicates a tacit acknowledgement of the role of the Alliance although it has not been institutionally incorporated into the implementation mechanisms.

This interaction illustrates a new form of "parallel implementation," whereby organizations outside the UN may take on supporting implementation roles without legal binding or formal inclusion in legal texts. This new situation changes the relationship between legal legitimacy and institutional effectiveness.

2.2. The Effectiveness of the International Solar Alliance in Creating New International Obligations

The International Solar Alliance is more than a coordination arrangement or a technical platform for the exchange of expertise. It also seeks to engage, in a substantive manner, with the creation of a novel international obligation. Despite not depending on direct legal binding force, the practical activities, political discourse, and financial and development initiatives of the Alliance have started to produce a growing reality that reshapes environmental and energy obligations. This is occurring mainly with regard to the developing countries that operate within the sphere of this new entity in pursuit of financing or legitimacy for their green energy policies.

This begs the basic question of whether or not an international organization without binding powers can produce a real international obligation. Can incentive-based institution influence cause an alteration in legal effect? Or are those activities regarded as "organized voluntariness" and therefore do not create rights or duties?

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To answer these questions, this section addresses the problem through two subsections:

The first analyzes the nature of the indirect legal impact produced by the Alliance's activities,

The second examines a new form of emerging obligations that may be described as "pre-legal" but prepare the way for profound transformations in the sources of international obligation.

2.2.1. The Indirect Legal Impact of the Alliance's Activities on State Conduct

Since the mid-twentieth century, the notion of international obligation has gradually developed from "legal compulsion" to a more flexible notion, such as moral obligation, political commitment, or even ethical commitment with legal effects. New organizations have formed whose actions produce a series of structural pressures on member states that are not based on threats of punishment, but instead based on incentives, political signals and redistribution of financing and importance in the international arena. The International Solar Alliance is increasingly becoming an actor that generates legal obligations through cumulative influence rather than through binding texts.

First: Incentives as a Mechanism for Reshaping National Will

The Alliance's defining feature can be description as a mechanism which relies on "financing conditional on institutional cooperation". Some of its programs require states that are seeking technical or financial support, to submit projects within the work plans of the Alliance, create national solar energy units and align their policies with the general directions of the Executive Council of the Alliance.

In this respect, states are in the situation where their financing opportunities and negotiating capacities are determined by their compliance with such institutional pathway which turn the recommendations into governing standards of conduct by virtue of practice and not law. An influential doctrinal position takes the view that this type of influence produces an "unstated functional obligation", which is measured not by tradition, binding force, but rather by conduct and attitudes of freedom from it..

Second: Institutional Consensus as an Alternative to Legal Obligation

Alliance documents, including annual work plans, recommendations from the General Assembly and joint memoranda, become an internal normative reference for member states over time, despite the absence of any binding language. They are relied on for national review reports, included in budgets,

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and featured in official environmental discourse, thus fulfilling a regulatory role no less powerful than a traditional legal rule (17 : p. 76).

Some of the contemporary theories of law denote this as a "customary binding force that emerges from the institutional normative" that is, the obligation arises not from the text but from an institutionally reproduced state of affairs..

2.2.2. New Obligations and the Dynamics of Change in the Source of International Binding Force

International obligation source is amongst the most complex concepts found in public international law. Unlike other concepts which can be determined by texts, the sources of international obligation is shaped through interaction between states, organisations and major developments at the international level. The establishment of organizations like the International Solar Alliance has led to a renewed debate on the nature and source of "obligation". Is it confined to treaty and custom, or are new forms of hybrid obligations arising from repeated institutional practice?

To understand the dynamics at play here, it is necessary to analyse how waves of normative pressure from contemporary functional organisations are reshaping international conduct producing undisavowed, accepted and effective obligations..

First: Pre-Legal Institutional Obligation

Certain consequences of the Alliance may be described as pre-legal obligations that reflect a state's intention to harmonize with international standards without being legally bound to do so.

As examples of such commitments, some states have agreed within the programmes of the Alliance to submit national solar energy roadmaps; accepted training and energy assessment programmes; or committed to restructuring their domestic energy subsidies to the plans of the Alliance (10 : p. 131).

While these acts do not have any legal standing, they do express some organized moral commitment, which can be invoked later to hold the state politically or diplomatically accountable. If the practice becomes widespread, they might even serve as the basis for the future formation of a customary rule.

According to some legal scholars, a regulatory regime evolves upon meeting the two conditions. The first condition refers to the clear specification of rights and obligations that render enforcement simple. The second condition pertains to the visibility of the regime to its audience such that regime

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adherence does not shock them due to their non-expectancy of the regime in question. (60 words)

Second: The Evolution of the Concept of Obligation from Binding Force to Systematic Participation

The International Solar Alliance is a clear example of a transformation within international obligation from an imposed responsive act to a negotiated participatory act based on shared interest and not on surrender of sovereignty. This view of obligation is not one which sees obligation as a legal burden, and it is better understood as a systematic instrument for the development of common international policies.

In this way, the Alliance creates what can be termed as 'systematized voluntary institutional obligation' which, although not legally binding in the traditional sense, is part of the new law-producing phenomenon of International Environmental law and has actual influence in guiding states and reshuffling their priorities (19 : p. 108).

Conclusion

After finishing the study that investigates the legal framework of the International Solar Alliance and its effect on climate obligations, we find that it is not merely a passing political or technical initiative. On the contrary, it suggests a qualitative change in the means of international organization and raises important questions about the nature of binding force, the notion of obligation and the allocation of authority in the international environment. The study found that the Alliance possesses the characteristics of a new legal model, because it combines treaty-based legitimacy and cooperative nature and has proven to successfully reshape the climate obligations philosophy in a functional decentralized manner based on incentives rather than sanctions.

In light of the findings reached, the results and proposals may be summarized as follows:

Findings

1. The International Solar Alliance is an international organization based on a multilateral agreement that fully meets the formal and substantive conditions for establishing an international entity under the provisions of the Vienna Convention on the Law of Treaties and the criteria of international organization in legal scholarship.
2. The Alliance has its own international legal personality. It has institutional independence and the legal capacity to enter into contracts,

which allows it to undertake formal international relations independently from any United Nations organization. In other words, the Alliance has developed the legal and organizational means to conduct its affairs outside the traditional locus of power in international relations.

3. The establishing document of the Alliance points toward a new type of flexible international organization that is based on voluntary consensus with incentives for action rather than more centralized decision-making with direct binding force like the UN.
4. The Alliance is complementary to the Paris Agreement on climate. It does not intervene in the mechanisms of the Agreement but provides a functional framework. This framework allows the developing countries to implement their obligations through technical and institutional support. Moreover, it is an informal instrument of implementation in the climate regime.
5. Even in the absence of a legally binding character, the effect of the Alliance is being generated through the mechanism of conditional financing, institutional influence and repeated international conduct. Consequently, these actions create an implicit obligation that proves influential in shaping states' climate behaviour.
6. The Alliance is a new stage in the evolution of international obligation sources, moving from text to practice and from binding force to participation. The concept of binding force is redefined in that it has more to do with functional action than textual prescription. Further, it shows how entities outside the UN play a role in the creation of new rules of international conduct.

Suggetions

1. There is a need for a flexible legal theory of the sources of international obligation that takes account of the role of organizations without binding powers in the establishment of gradual functional obligations which set the stage for subsequent customs or normative rules, in particular in international environmental law.
2. Developing countries should be encouraged to engage in the Alliance with legal and institutional awareness, and not merely as a financing platform, but as a means of rebuilding national energy policies within a functional international legal framework that strengthens the negotiating position of developing countries in the global climate regime.

3. The work of the Alliance should be integrated nationally in the assessment mechanisms for the contributions determined under the Paris Agreement, thus giving its activities a quasi-binding character, and changing it from a parallel body to an implementing arm of the United Nations Framework Convention on Climate Change.
4. It is time for the international community to broaden the legal repertoire of specialized functional organizations other than the United Nations by adjusting certain legal instruments of international cooperation to include their possibility as unconventional legal actors participating in the negotiation, monitoring, and implementation process.
5. When determining whether the international obligation is binding, attention should be given to the fact that a number of organisations of a flexible kind are evolving such as the Alliance. Here, it is suggested that an international obligation may be regarded as a binding one, not merely by virtue of the severity of the sanction that results from its breach, but by virtue of the degree of institutional integration as well as a repeated conduct and referential influence..

List of Notes

1. Muhammad Sami Abd al-Hamid, International Environmental Law: An Analytical Study in Light of Modern Trends, Dar al-Fikr al-Arabi, Cairo, 2018, p. 115.
2. International Solar Alliance, Framework Agreement on the Establishment of the International Solar Alliance (ISA Framework Agreement), Gurugram, India, 2016, p. 45.
3. Samir Abd al-Sayyid Khalifa, New Concepts in Public International Law, Dar al-Jami'a al-Jadida, Alexandria, 2020, p. 91.
4. Malik Dohan al-Hassan, Introduction to Public International Law, Al-Halabi Legal Publications, Beirut, 2012, p. 267.
5. The preceding source (4 : p. 203).
6. Klabbers Jan, An Introduction to International Institutional Law, 2nd ed., Cambridge University Press, Cambridge, 2009, p. 77.
7. Muhammad Abd al-Aziz Abd al-Qadir, Organizations outside the United Nations in International Relations, Dar al-Nahda al-Arabiyya, Beirut, 2019, p. 159.
8. Abd al-Aziz Salim, The General Theory of International Organizations, Dar al-Jami'a al-Jadida, Alexandria, 2014, p. 53.

9. International Solar Alliance, Annual General Assembly Documents: Fourth Session, Gurugram, India, 2021, p. 74.
10. International Solar Alliance, Annual Achievement Report 2023, p. 125.
11. The prevailing doctrinal position as presented in: Mahmud Ibrahim Abd Allah, International Binding Force and Its Modern Instruments, Dar al-Thaqafa al-Qanuniyya, Cairo, 2017, p. 44.
12. Muhammad Amin al-Karkhi, Functional International Organizations: A Study of Regulatory Power outside the United Nations System, Center for International Law Studies, Baghdad, 2022, p. 139.
13. International Court of Justice, Reparation for Injuries Suffered in the Service of the United Nations case, Advisory Opinion, 11 April 1949, p. 192.
14. Muhammad Sami Abd al-Hamid, International Environmental Law: An Analytical Study in Light of Modern Trends, previously cited source (1 : p. 77).
15. Ahmad Hassan al-Qaysi, Transformations of Obligation in International Climate Agreements, Journal of International Law, Issue 12, 2021, p. 38.
16. Zayn al-Abidin Abd al-Razzaq, Theories of Moral Obligation in International Law, Dar al-Ma'arif, Cairo, 2015, p. 202.
17. Mahmud Ali Muhsin, Institutional Standards in the Creation of International Obligation, Dar al-Manara, Tunis, 2020, p. 76.
18. A doctrinal opinion in: Khalid Kazim al-Ubaydi, Unwritten Obligation in International Law, Dar al-Masira, Amman, 2018, p. 213.
19. Abd al-Majid Yasin, The Philosophy of Contemporary International Binding Force, Dar al-Kutub al-Qanuniyya, Baghdad, 2020, p. 108.

References

[1] Taysir al-Jasim, Energy and Climate in Public International Law, Beirut: University Institution for Studies and Publishing, 2021.
[2] Hassan Ali al-Musawi, The Theory of International Obligation outside Treaties, Najaf: Center for Legal Publishing, 2020.
[3] Zayn al-Abidin al-Hassan, International Organization between Theory and Practice, Amman: Dar al-Thaqafa Publishing, 2017.
[4] Abd Allah al-Ash'al, International Law and the Challenges of Environmental Globalization, Cairo: Dar al-Nahda al-Arabiyya, 2015.

[5] Mahmud al-Kubaysi, International Environmental Obligations: A Comparative Study, Beirut: Al-Halabi Legal Publications, 2018.
[6] Nasir al-Rawi, Organizations outside the United Nations in International Law, Baghdad: Dar al-Sanhuri, 2019.
[7] Daniel Bodansky, The Art and Craft of International Environmental Law, Harvard University Press, 2010.
[8] Philippe Sands and Jacqueline Peel, Principles of International Environmental Law, 4th ed., Cambridge University Press, 2018.
[9] Edith Brown Weiss and Alan Boyle, International Law and the Environment, Oxford University Press, 2009.
[10] Rüdiger Wolfrum, Developments of International Law in Treaty Making, Springer, 2005.
[11] Paris Agreement on climate change, 12 December 2015, in force since 4 November 2016.
[12] Agreement on the Establishment of the International Solar Alliance, Marrakesh, 15 November 2016, in force since December 2017.
[13] International Solar Alliance, Framework Agreement, Official Text, 2017.
[14] Intergovernmental Panel on Climate Change (IPCC), AR6 Synthesis Report, Geneva, 2023.
[15] United Nations Framework Convention on Climate Change (UNFCCC), Annual Report 2022.
[16] World Bank, State and Trends of Carbon Pricing 2021, Washington D.C., 2021.
[17] International Court of Justice, Advisory Opinion in the case concerning the Legality of the Threat or Use of Nuclear Weapons, 1996.
[18] International Court of Justice, Advisory Opinion in the case concerning the Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory, 2004.