



OCTOBER 2026

Protecting Community Rights and Interests in Carbon Projects

Guidance for communities engaging with project developers



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Acknowledgements

We would like to thank Vittoria Moretti, Kim Aumonier, Maud Lepaon, and Joe Eisen for overseeing, coordinating, and reviewing these guidelines. We are also grateful to Bennett Jarvis and Brendan Schwartz for their valuable contributions and insights.

Our thanks also go to Andrew Brown for the design of this publication, and to Pia Drzewinski for the French translation.

This publication was made possible through the generous pro bono support of lawyers from DLA Piper, whose guidance and commitment were invaluable throughout the process.

Finally, we extend our deepest gratitude to the frontline communities and civil society organisations working tirelessly to defend tropical forests and human rights across tropical forests. This guide builds upon years of collaboration to document the perspectives of Indigenous Peoples and other local communities in the Democratic Republic of Congo, and to develop awareness-raising, research, advocacy, and community outreach materials. Without these collective efforts and shared knowledge, the publication of these guidelines would not have been possible.

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What are these checklists for?

These checklists are a practical tool designed to help landholders and communities understand and protect their rights when a developer approaches them about a voluntary carbon credit project. It is intended for use in the Democratic Republic of Congo (DRC), where private developers seek to carry out such projects on community or customary land, with the aim of generating carbon credits for sale on international markets.

Important: This guidance applies to private-sector initiatives that produce credits under certified projects in voluntary markets. It is not designed for government-sponsored carbon projects.

There is often an imbalance of power between developers and communities. Developers may have lawyers, money, and technical experts that communities do not have, often leading to unfair agreements and other severe impacts on local populations. These checklists aim to help close that gap. They give landholders the information they need to make informed decisions about whether to participate in a project, and on what terms.

The checklists guide landholders through the key issues and questions that should be raised at each stage of engagement with a developer. They are structured across four stages:

- **Checklist 1: Initial Contact with Developer** – use this when a developer first approaches the community.
- **Checklist 2: During Negotiation and Before Signing an Agreement** – use this while terms are being discussed and before signing any documents.
- **Checklist 3: Understanding the Project (Project Management Plans)** – use this to make sure the community understands what the project involves,

what activities will take place on the land, and what each party will be responsible for.

- **Checklist 4: Benefit Sharing Arrangements** – use this to make sure the community receives fair, clear, and enforceable compensation for the use of its land.

Who are these checklists for?

The checklists are for landholders and communities with rights over land that a developer wants to use for a carbon project, whether those rights are formally registered such as through a local community forest concession, customary (passed down through tradition), or based on long-term occupation and use.¹ In this checklist:

- a '**developer**' means a private person or company that wants to run a carbon project on land owned or used by a landholder, with the aim of creating carbon or nature credits for sale.
- a '**landholder**' means any person, family, group, or community with a right or legitimate claim to occupy, use, or manage any part of the project area whether through a formal land or forest title, customary or traditional rights, or long-term occupation and use, even if not officially registered.

The right to say “no”

Under international voluntary carbon market standards, developers cannot register or proceed with a carbon credit project without first obtaining the free, prior and informed consent (FPIC) of the people who occupy or use the land.

FPIC means that the community must be given full and honest information about the project, enough time to consider it, and the freedom to say “yes” or “no” without pressure. The community may decide that the project is not in its best interests, unfairly restricts its use of the forest or that it wants

¹ A separate guide has been developed for grassroots and civil society organisations working with and supporting the rights of local communities and Indigenous Peoples in the face of such projects.

to pursue other development options, for example. **This means that landholders do not have to agree to anything. The community has the right to refuse to enter into any agreement with a developer.**

While a developer may not present refusal as a realistic option, landholders should know that it is. If the landholder is not satisfied, they are entitled to say “no” and insist that a project does not go ahead or only does so unless the developer enters into an agreement that is agreeable to landholders and properly respects and protects the community’s rights and interests.

FPIC is not just about agreeing to a project at the start. It is an ongoing process throughout the life of the project. Communities should be kept informed and consulted at important stages of the project, especially if major changes are proposed. Communities should also have the right to suspend or end the project if the developer seriously breaks the agreement, and to renegotiate the agreement if they want changes to be made.

Community participation

When speaking with a carbon project developer, it is crucial that the entire community is able to engage in the process rather than just local chiefs and other elites. FPIC is structured around collective decision-making, ensuring the active participation of often marginalised groups such as women, youth and Indigenous Peoples. This is also critical to preventing intra-community conflict and creating truly inclusive agreements.

A list of people participating in each discussion with project developers should be recorded to ensure that any decisions reflect the will of the entire community.

How to use these checklists

Each checklist item asks a question that can be answered “yes” or “no”. Where a question is answered “no”, the landholder should take the following steps:

- 1 Record the “no” answer.** Note the date and any relevant details, for example, whether the question was raised with the developer and refused, whether the developer said it would be dealt with later, or whether the issue was simply never raised.
- 2 Raise the issue with the developer.** The landholder should raise the matter directly with the developer and ask that the problem be fixed before any agreement is signed. The landholder and developer should agree on a clear deadline by which the developer must respond and provide the missing information or commitment. If the developer does not respond within this time, or the response is unsatisfactory, the landholder is under no obligation to continue discussions and can decline to proceed. All communication should be recorded in writing and kept secure.
- 3 Seek independent professional advice.** Especially where important safeguards are missing, the landholder should attempt to obtain independent professional advice. Some essential safeguards include (but are not limited to):
 - the completion of a free, prior and informed consent process with the landholder and all affected communities;
 - proof that the developer has consulted and engaged with the community;
 - a clearly documented and agreed benefit-sharing arrangement (meaning a written agreement about how the community will be compensated);
 - clear procedures allowing the community to seek changes to the agreement, or withdraw from it, together with fair and accessible ways to resolve disputes; and
 - evidence that the developer has followed applicable laws (DRC land law, Forest Code, relevant ministerial orders and so on).

A “no” answer is not necessarily the end of the process. Each “no” identifies a gap or issue in the

information (or lack of information) provided by the developer, the negotiation process itself, or the overall viability of the project. It may be a prompt for further action rather than a reason to give up.

However, a pattern of “no” answers across the checklists may show that the project is not ready to go ahead, or that the developer has not properly consulted the community. It may also indicate that the developer has not complied with the standards and safeguards that are required before a project can lawfully be undertaken. If any questions are answered “no”, the landholder should know that they are under no obligation to enter into any agreement and can refuse to proceed.

The value of a completed checklist as evidence

A dated checklist detailing any “no” answers may be useful supporting evidence in a number of situations. It may help to:

- **Show the developer’s non-compliance with free, prior and informed consent requirements or applicable laws.** A record of unanswered or refused questions may help to show that the developer failed to obtain free, prior and informed consent, or did not comply with DRC law or applicable carbon market standards.
- **Show a pattern of non-disclosure or inadequate consultation.** A checklist showing repeated “no” answers, particularly on matters such as the provision of project documentation, proof of community engagement, or disclosure of benefit-sharing terms, may help to demonstrate that the developer failed to consult the community properly, or failed to provide (or unreasonably withheld) the information that the community was entitled to receive.
- **Support claims of duress, undue influence or procedural unfairness.** Where a community entered into an agreement without important

safeguards being in place, a checklist recording those problems at the time may support a claim that the agreement was obtained unfairly or without genuine consent.

For these reasons, it is important that the checklist is completed carefully and honestly, that each “no” answer is recorded with a date and a brief note of the circumstances. The completed checklist should then be kept in a safe place.

A note on independent professional advice

These checklists are a practical tool to help landholders ask the right questions and identify areas of concern. They are designed to support landholders in making an informed decision, whether that decision is to negotiate fair terms or to decline to proceed altogether.² Wherever possible, landholders should seek their own professional advice before entering into any agreement with a developer, particularly where significant rights over land and natural resources are at stake.

Acknowledging that independent legal, financial, or technical advice may be difficult to access or afford in many cases, landholders might consider requesting that the developer provide funding for the landholder to obtain such advice for the community as a condition of the free, prior and informed consent process.

Trusted local, national and international NGOs may also be able to provide advice or connect communities with legal support.

RFUK and SDSG recognise that the legal and regulatory framework governing community rights and natural resource management in the DRC continues to evolve. This publication will therefore be updated as relevant new legislation and regulations are adopted.

² These guidelines are not a substitute for independent legal, financial, or technical advice. For this reason, RFUK and SDSG make no representations, warranties, or guarantees of any kind in relation to this publication and accept no responsibility or liability for any loss or damage of any nature arising out of or in connection with this publication or its use.



Photo: PREPPYG ASBL & Réseau CREF

The checklists

- Checklist 1** Initial Contact with Developer
- Checklist 2** During Negotiation and Before Signing an Agreement
- Checklist 3** Understanding the Project (Project Management Plans)
- Checklist 4** Benefit Sharing Arrangements

Checklist 1 Initial Contact with Developer

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
1.1	Has the developer provided information about its identity – such as company name, their role (developer, broker, consultant), their financiers, and any government or community partners? This helps the landholder to understand who they are dealing with and whether the developer has the authority and resources to deliver on its promises.	Yes ☐ No ☐	
1.2	Has the landholder asked about the project type (for example prevention of deforestation, replanting trees), the carbon standard under which it will be registered (for example VCS, Gold Standard) and the how long the project is expected to last? This information is essential to assess the project's legitimacy and long-term impact for the landholder's land.	Yes ☐ No ☐	
1.3	Has the developer provided a clear description and scope of the project, a map showing the project area and its boundaries, and an explanation of what activities will take place on the land? For further guidance, please see Checklist 3: Understanding the Project (Project Management Plans). If the developer is unable to provide adequate description of the Project and how/where it will be implemented, the project may not be sufficiently developed or ready to go ahead.	Yes ☐ No ☐	
1.4	Has the developer explained how land rights and carbon rights work, and who will be in charge of the project (the 'project proponent')? Carbon rights are the rights to benefit from carbon sequestration, emissions reductions, and any credits generated on the land. Any change to, or loss of carbon rights could jeopardise the project. Ask the developer to clarify how these rights are held and whether any concessions or agreements dealing with carbon rights are in place.	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
1.5	Has the developer proposed a benefit-sharing arrangement explaining how community will be compensated (for example, through cash payments, a share of carbon credits, or in-kind benefits such as community infrastructure)? Have they provided information on the total amounts the project expects to generate through its work with the community and the percentage going to the community itself? If so, has this proposal been provided in writing? Any proposal from the developer should be treated as a starting point for negotiation, not a final offer. The community should expect to participate in determining the structure and terms of the benefit-sharing arrangement. For further guidance, please see Checklist 4: Benefit Sharing Arrangements.	Yes ☐ No ☐	
1.6	Has the developer provided proof that it has engaged with the community, carried out public consultations, and recognised local land rights? If not, has it provided a clear plan to do so? Community lands should be mapped together with all affected communities, including any land rights that are not formally registered. The social and community impacts of the project should be properly assessed as part of the free, prior and informed consent process.	Yes ☐ No ☐	
1.7	Has free, prior and informed consent been given by the landholder and all affected communities in support of the project? Free, prior and informed consent means the community has been fully informed, given enough time, and has freely chosen to support the project. Without it, the project cannot lawfully proceed.	Yes ☐ No ☐	
1.8	Has the developer discussed with the landholder whether it will need exclusive land rights and/or whether there will be any restrictions on how the community can use the land? The landholder should consider whether any restrictions will force people off the land or prevent cultural uses, religious or spiritual practices, or traditional uses such as farming, gathering, or grazing. If so, such restrictions should be compensated for in the benefit-sharing arrangement. Restrictions on land use should be determined jointly with the landholder and community, rather than imposed unilaterally by the developer.	Yes ☐ No ☐	

Checklist 2 During Negotiation and Before Signing an Agreement

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
2.1	Has the developer provided a clear and detailed project plan, including a map of the project area and boundaries, a description of all activities, the roles and responsibilities of each party, milestones and timelines, any restricted or prohibited activities, and plans for emergencies? For further guidance, please see Checklist 3: Understanding the Project (Project Management Plans).	Yes ☐ No ☐	
2.2	Is the benefit-sharing arrangement (whether cash, credits, or other benefits) clearly set out in writing, agreed by everyone involved, with clear details on how and when payments will be made?	Yes ☐ No ☐	
2.3	Have any restrictions on land use been determined through a participatory process between the developer and the landholder (and any community representatives), with the type and extent of those restrictions clearly documented and agreed?	Yes ☐ No ☐	
2.4	Has the developer shown that it has enough funding and a financial guarantee to carry out the project and honour the benefit-sharing arrangement? If the developer is a subsidiary or special-purpose company (rather than a large, established organisation), it may be appropriate for the developer to offer a guarantee from its parent company or another entity with sufficient resources to back its commitments.	Yes ☐ No ☐	
2.5	Have project costs and financial responsibilities including start-up costs, operational costs, post-project costs, and closing-down (decommissioning) costs been explained so that the landholder is not left bearing unreasonable expenses?	Yes ☐ No ☐	
2.6	Has the developer provided evidence that all laws have been complied with, and that all required concessions, consents, permits, and/or authorisations have been obtained for the project?	Yes ☐ No ☐	
2.7	Will all project documentation and information be made publicly accessible and available to all affected stakeholders, including translated copies and plain-language summaries?	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
2.8	Has the developer provided an estimate of how long it will take for project outcomes (including the issuance and sale of carbon credits) to be realised? Carbon credit issuance often occurs years after a project starts and is frequently subject to further delays. The community should understand the likely timeline before agreeing to participate.	Yes ☐ No ☐	
2.9	Are reporting, monitoring, and audit requirements clearly set out, including what will be reported, the purpose, how often, in what format, and who will have access to the results? Landholders and communities should have the right to check the project's progress and verify that the benefit-sharing arrangement is being honoured.	Yes ☐ No ☐	
2.10	Is it clear what training or support will be provided to the landholder and affected communities?	Yes ☐ No ☐	
2.11	Does the landholder have the right to suspend or end the project if the developer seriously breaches the agreement with the landholder, or if a specified "event of default" occurs (for example, if the developer becomes insolvent, abandons the project, or the project becomes unviable)? For example, substantial non-payment (where there is no genuine dispute over the amount) should be treated as an event of default that the developer must fix, otherwise the landholder should be able to suspend or end the project.	Yes ☐ No ☐	
2.12	Is there a fair and accessible grievance (complaints) process for resolving disputes? Consider whether it would be desirable to have a culturally appropriate grievance process in place, which is available to the landholder as an avenue for resolving a complaint or dispute if they wish to use it (rather than resorting to legal proceedings which may be beyond the landholder's means). The process should be set out in plain language, with translation and support provided where needed.	Yes ☐ No ☐	
2.13	Are the obligations for the landholder(s) after the project ends clearly set out including a handover process, any ongoing responsibilities, and the process for winding down the project? Think about what work may need to be done after the project ends. In some cases, the landholder may need to handle this (for example, if the developer becomes insolvent or abandons the project and cannot fulfil its obligations).	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
2.14	Is there a mechanism for regularly reviewing the agreement, which allows the landholder to renegotiate terms or increase/escalate compensation over time? Consider whether the project agreement should have a fixed term that can be extended or renewed, provided the developer has met its obligations.	Yes ☐ No ☐	
2.15	Has the landholder received and understood all documents that will form part of the final agreement with the developer? Avoid references in the agreement to documents which have not been received or reviewed, and avoid draft documents where possible.	Yes ☐ No ☐	
2.16	Does the agreement include a process for dealing with changes in the law that significantly affect the project or make it unviable – for example, through renegotiation, notification, or the right to end the agreement?	Yes ☐ No ☐	
2.17	Are there restrictions preventing the developer from transferring its rights or obligations to someone else without the landholder's consent? The landholder should have a right to agree to and investigate new parties before consenting to any change in who controls the Project.	Yes ☐ No ☐	
2.18	Does the agreement allow either side to pause its obligations if an event of force majeure occurs – that is, an extraordinary event beyond anyone's control, such as a natural disaster, armed conflict, or political crisis? Events of force majeure should be defined, with a termination right if the event continues beyond a specified period.	Yes ☐ No ☐	

NOTES ON CHECKLIST 2

Checklist 3 Understanding the Project (Project Management Plans)

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
3.1	Has the project type (for example, preventing deforestation or replanting trees), its objectives, and the methods to be used been clearly described?	Yes ☐ No ☐	
3.2	Is there a map showing the project area and boundaries?	Yes ☐ No ☐	
3.3	Are all planned activities and works on the land clearly listed? Any conditional activities or further activities to be undertaken later pending technical investigation or third-party approval should also be documented.	Yes ☐ No ☐	
3.4	Are the roles and responsibilities of both the developer and landholder clearly set out?	Yes ☐ No ☐	
3.5	Are the project milestones, deliverables (and who is responsible for them), and timelines specified for each phase of the project (such as planning, implementation, monitoring/reporting)?	Yes ☐ No ☐	
3.6	Are performance indicators (measures of success) defined for the project? If the project is underperforming, it could affect whether the project remains viable. The developer should be required to fix any underperformance. The consequences for poor performance should also be clearly stated.	Yes ☐ No ☐	
3.7	Have any restricted or prohibited activities on the land (for the developer or landholder) been clearly explained? Are there any impacts on traditional uses of the land?	Yes ☐ No ☐	
3.8	Are there emergency plans and procedures for managing reversal risks (the risk that carbon savings are lost, for example, through fire, illegal logging, or other natural disasters)?	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
3.9	Are the requirements for monitoring and reporting clearly explained, including how often reports will be produced and in what format?	Yes ☐ No ☐	
3.10	Is it clear what training or support will be provided to the landholder?	Yes ☐ No ☐	
3.11	(If relevant) are arrangements for coordination with other landholders or communities described?	Yes ☐ No ☐	
3.12	Are there environmental management protocols to prevent environmental harm and contamination, and harm to culturally significant areas? Consider requiring the developer to provide environmental management and biosecurity plans.	Yes ☐ No ☐	
3.13	Is there a process for reviewing and updating the plan if project activities change?	Yes ☐ No ☐	

NOTES ON CHECKLIST 3

Checklist 4 Benefit Sharing Arrangements

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
4.1	Has the landholder and community been given an opportunity to participate in determining the key terms of the benefit-sharing arrangement? The benefit-sharing arrangement should be the product of genuine negotiation, not a unilateral proposal by the developer. The community should have a genuine voice in setting the key terms, such as: - the form and structure of compensation; - land use restrictions and how any restrictions will be compensated; - payment timing and method; and - transparency and reporting mechanisms.	Yes ☐ No ☐	
4.2	Is the form of compensation in the benefit-sharing arrangement clearly identified – for example, cash, a fixed share of revenue, milestone payments, benefits in kind (such as jobs or infrastructure), or a share of the carbon credits? Make sure the following are clear: - the percentage or amount to be paid; - whether it is based on gross revenue (total income) or net revenue (income after costs); - whether the share is fixed or can be reviewed, adjusted, or increased over the life of the agreement; - how payments or credits will be delivered; and - whether there are regular review points for the benefit-sharing arrangement (for example, every 5–10 years).	Yes ☐ No ☐	
4.3	Does the benefit-sharing arrangement include some form of guaranteed 'baseline' compensation to the landholder, to recover costs for loss of access to land, restrictions on land use, or disruption to livelihood activities resulting from the Project? Baseline compensation ensures the community is not left uncompensated before project outcomes are delivered. It should be factored in upfront and not contingent on project performance or credit sales. The restrictions it compensates for should be identified and agreed through a participatory process with the community, so that compensation is proportionate to the actual agreed impact.	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
4.4	In addition to the baseline compensation, does the agreement include a participation component that rewards the landholder for participating in the project, or which provides a genuine share of the project's benefits? The landholder should be rewarded with a genuine share of the project's success in recognition of the landholder enabling and contributing to the project. This should include compensation or benefits that go beyond cost recovery. For example, this may take the form of a percentage of profits from carbon credit sales, or meaningful in-kind benefits that go beyond the project's basic operating requirements.	Yes ☐ No ☐	
4.5	Is the method for delivering payments or credits clearly set out, and is it practical and accessible for the people receiving them? If banking services are limited or hard to access, there should be an alternative plan (for example, mobile money or prepaid cards).	Yes ☐ No ☐	
4.6	Do the proposed benefits provide genuine value to the landholder beyond what is required for project implementation? Benefits should go beyond what the developer needs for the project's operation. In many cases, roads, seeds, or equipment needed to operate the project and support new land uses are better categorised as essential project costs, rather than genuine benefits to the community.	Yes ☐ No ☐	
4.7	Has the developer provided a realistic estimate of how long it will take for carbon credits to be issued and sold, and for benefit-sharing payments to begin? Credit issuance often occurs years after a project starts and is frequently subject to further delays. The community should understand this timeline before agreeing to the arrangement.	Yes ☐ No ☐	
4.8	Are the payment dates and timeframes clearly stated – for example, are payments linked to when carbon credits are issued, to project milestones, or to performance targets?	Yes ☐ No ☐	

NO.	CHECKLIST ITEM	YES / NO	NOTES Including dates and supporting information
4.9	Is the developer required to provide clear and transparent reports on how many carbon credits have been generated, how much revenue has been earned, what payments have been made to the landholder, and what non-cash benefits have been delivered? For example, reports may detail: • amount of carbon credit revenue received; • how benefit-sharing amounts were calculated; • payments made to landholders or affected communities (with dates and amounts); and • non-cash benefits delivered (such as infrastructure or training).	Yes ☐ No ☐	
4.10	Are clear records of all payments and benefits being kept? Can the landholder access these records and carry out checks (audits) to verify that the benefit-sharing arrangement is being followed?	Yes ☐ No ☐	
4.11	Are benefit-sharing results shared publicly in ways that are accessible and culturally appropriate – for example, through community meetings or notice boards?	Yes ☐ No ☐	
4.12	If the developer pays late or fails to pay, is interest payable? If so, is the rate of interest clearly stated?	Yes ☐ No ☐	
4.13	Is non-payment or late payment by the developer treated as an 'event of default' meaning that, if the developer does not fix it within a set period, the landholder can suspend or end the project?	Yes ☐ No ☐	
4.14	If the landholder is to receive a share of the carbon credits, can the landholder access and manage those credits directly, for example, through their own account on a carbon credit registry?	Yes ☐ No ☐	
4.15	Is there a clear process for resolving disputes over implementation of the benefit sharing arrangement?	Yes ☐ No ☐	

NOTES ON CHECKLIST 4

GENERAL NOTES



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