DRC's New Carbon Market Law: Six risks to integrity and community rights, and how to prevent them

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SUMMARY

This policy brief, drafted by APEM, BVGRN, CODE, CORAP, DGPA, DYJEDD, Génération Verte, IGED, IRI, OCEAN, PABO, PIDP Shirika la Bambuti, REPALEF, Réseau EDH, REGIR, GTCRR, RFUK and SDSG, analyses DRC's Ordinance-Law No. 26/016 on carbon markets, adopted by the government on 7 September 2026. It notes that, whilst the law contains many strong provisions, unresolved issues concerning carbon rights, benefit-sharing and other aspects risk further marginalising forest communities and deterring responsible investment in the protection of the DRC's forests. It therefore calls for a thorough review of the text, which was adopted without any meaningful consultation with civil society or other key stakeholders. The challenge is to ensure that communities' rights are recognised, to enable them to derive tangible benefits from carbon-related projects – if, and only if, they choose to participate – whilst ensuring effective forest protection.



Introduction

The Voluntary Carbon Market (VCM) has been the subject of widespread criticism due to persistent concerns about the effectiveness of forest and land-based offsets as tools for climate change mitigation, as well as reported negative impacts on Indigenous Peoples and other forest-dependent communities.[1]

Despite this, the market is set to boom: carbon credit retirements in 2025 reached record levels, whilst demand and sector trends have led some analysts to forecast a market valued at $20 billion by 2030, or even several hundred billion by 2050.[2] The finalisation of the rules relating to Article 6 of the Paris Agreement has fuelled governments' interest in carbon credit trading and the development of new regulatory frameworks across the Global South.[3] This momentum has already translated into increased market activity, including a growing number of bilateral agreements concluded under Article 6.2 for the transfer of internationally transferred mitigation outcomes (ITMOs). Such agreements are likely to multiply in the coming years, despite ongoing concerns about the limited oversight of carbon projects and the continued inadequacy of international standards to address climate, social and human rights risks.

Placing more funding in the hands of Indigenous Peoples and local communities, whilst supporting their tenure rights and territorial sovereignty, constitutes the most effective and equitable model for forest protection.[4] Forest carbon projects claim that they do indeed contribute to the empowerment of these communities and that they provide innovative funding to support the responsible management of their lands. This may be true for some projects, but the carbon sector as a whole operates with little transparency, whilst it is the market proponents who have, to a very large extent, shaped the current regulations in both voluntary and compliance markets. Civil society, as well as the communities whose lands and resources are used or appropriated to generate credits for nature-based offsets, have had very little involvement in the creation of this system.[5]

The Democratic Republic of the Congo (DRC) has recently presented itself as a 'solution country' to the global biodiversity and climate crises. The government aims for the country to become a testing ground for the implementation of climate change adaptation and mitigation efforts. In this context, the DRC has undertaken a number of policy reforms

[1] For example, Counsell, S. (2023) "Blood Carbon: how a carbon offset scheme makes millions from Indigenous land in Northern Kenya". Survival International. https://www.survivalinternational.org/articles/carbon-offset-scheme-makes-millions-from-Indigenous-land-Northern-Kenya.
[2] Turner, G. et al. (2026) "Carbon Credits Come of Age in 2025". MSCI. https://www.msci.com/research-and-insights/blog-post/carbon-credits-come-of-age-in-2025.
[3] Jarvis, B. et al. (2025) "Nature, People, and Carbon Markets: Why Article 6 Should Sideline the Trade in Nature-Based Credits." Sustainable Development Strategies Group & Rainforest Foundation UK. https://www.rainforestfoundationuk.org/wp-content/uploads/2025/11/NaturePeopleandCarbonMarkets.pdf.
[4] Rainforest Foundation US (2024) "Scientific Evidence Points to Indigenous Peoples' Forest Management as Key to Climate Change Mitigation." https://rainforestfoundation.org/scientific-evidence-points-to-indigenous-peoples-forest-management-as-key-to-climate-change-mitigation/.
[5] Mulder, I. (2025) "UN carbon market drops the ball on permanence." Carbon Market Watch https://carbonmarketwatch.org/2025/10/15/un-carbon-market-drops-the-ball-on-permanence/.

concerning mining, the rights of Indigenous Peoples, forest management, land-use planning and most recently carbon markets.

The government adopted Ordinance-Law No. 26/016 of 7 September 2026 defining the legal framework for carbon markets in the DRC, issued by the President pursuant to Enabling Act No. 26/030 of 27 July 2026 and published in the Official Gazette on 14 September 2026. The text came into force upon its promulgation, without prior parliamentary debate or, according to civil society, sufficient national consultation. The Ordinance-Law was subsequently ratified by the parliament on 22 October, 2026 (according to Article 129 of the Constitution).

The new framework incorporates several innovations long called for by Congolese and international environmental organisations:

- A sovereign national carbon registry ('Registre Lumière', TITLE III, Chapter 1);
- Free, prior and informed consent (FPIC) (Articles 12 and 39) for communities, strengthened by the right to withdraw authorisation for a carbon concession;
- Independent legal and technical assistance for communities throughout an FPIC process (Article 39);
- A principle of non-regression and continuous improvement of environmental and social safeguards, elevated to the status of an overarching principle of interpretation (Article 12).

However, upon further analysis, major shortcomings are contained in the law. These are serious enough to compromise the integrity of the country's carbon markets and to contribute to further violations of the rights of forest communities and Indigenous Peoples. This briefing paper highlights some of these crucial issues and calls on all stakeholders in the carbon value chain to join us in calling for amendments to the following sections of the Ordinance-Law:

1) **The definition of carbon rights:** The absence of any legal definition of 'carbon rights' and of their ownership, leaves unresolved the question of the relationship between state sovereignty, land rights, customary rights, and carbon rights;
2) **Benefit-sharing**: An insufficient statutory minimum for benefit-sharing — only 20 per cent of net revenue (profits) allocated to local communities and Indigenous Peoples;
3) **Risk of restricting Free, Prior and Informed Consent (FPIC):** and of criminalising the subsistence activities of Indigenous Peoples. If FPIC is treated as a one-off act ('only applicable at the signing of a contract'), it does not protect IPs against illegalities in project implementation over time and creates a significant risk that carbon projects will criminalise the traditional subsistence practices of forest communities;
4) **Rights to ledge grievances**: The lack of explicit recognition of the right of forest communities and Indigenous Peoples to contest decisions, and the very short time limits for administrative and judicial appeals;

5) **The carbon registry**: The transparency of the *Registre Lumière* is limited to administrative acts (authorisations, sanctions, regulations), with no obligation to publish, on a project-by-project basis, the beneficial owner, the type of land right concerned, the FPIC document, the benefit-sharing agreement or plan, or the actual price of carbon credits sold or purchased;
6) **Existing carbon projects**: The absence of a mandatory legal audit of carbon projects that have already been approved, which simply remain valid provided their compliance documents are updated within six months.

The definition of carbon rights

International carbon markets and carbon standards have struggled to develop coherent policies to address a fundamental question: who owns the carbon rights on communal, customary and Indigenous lands?

This gap in the legislative framework governing carbon markets across different jurisdictions has led to a proliferation of cases where nature-based carbon credit projects have resulted in economic displacement and even forced evictions and acts of violence against rural communities.[6] At the heart of many of these cases are project developers who claim rights not only to carbon but also to the underlying natural asset. Even in cases where no flagrant rights violations have occurred, communities have been stripped of their property rights over forests and carbon by unscrupulous 'carbon cowboys', with the tacit approval of government authorities and international bodies setting carbon standards. The DRC's 2026 Carbon Market Law offered an opportunity to clarify the links between the customary land and forest tenure regime, the rights of Indigenous Peoples and local communities, and carbon rights. Unfortunately, it falls short on this point.

Our organisations have consistently maintained that the holding of carbon rights should stem from ownership of the underlying natural assets or from forest tenure on communal and customary lands.[7] Not only is this legally coherent, but it also justly rewards communities for centuries of responsible management of land, soil, forests and peatlands.

An emerging group of countries, including Brazil, have explicitly granted carbon-related rights to rural communities and Indigenous Peoples by virtue of their land and forest rights.[8] Land tenure insecurity remains widespread in the DRC, where only some 236 communities currently have recognised rights, covering just over 4.6 million hectares, through local community forest concessions (CFCLs).[9] However, as part of the Intergovernmental Land

[6] Jodoin, S. & Robinson, B. E. (2024) "The Carbon Rights of Indigenous Peoples, Afro-descendant Peoples, and Local Communities in Tropical and Subtropical Lands and Forests: A Systematic Analysis of 33 Countries". Rights and Resources Initiative https://rightsandresources.org/wp-content/uploads/Carbon-Rights-Report_Final-rev-05-2025-1.pdf.
[7] Jarvis et al. (2025).
[8] See Article 43, paras. V–VII, and Article 47 of Law No. 15.042 in Brazil.
[9] CFCL database of the Ministry of Environment and Sustainable Development, accessed 11 November 2026. https://rdc.geocfcl.org/applications/.

Tenure Commitment (ILTC), the government has pledged to secure 54 million hectares for the benefit of communities by 2030, which would mean a tenfold increase in the area secured to date. Achieving this target and resolving other outstanding land claims should be a prerequisite for the development of any new carbon-related project, in order to ensure that community rights to land and resources are safeguarded before carbon rights are allocated or traded.

What is the status of land and customary rights under the new Congolese ordinance?
The Ordinance-Law does not create any new tenure rights and does not purport to govern land ownership or use: it is presented as a system for authorising certain mitigation activities, superimposed on existing land, forestry and customary law. Article 4(2)(d) provides that no provision of the Ordinance-Law may be interpreted as 'infringing upon the rights recognised for local communities and People Affected by the Project (PAPs)[10] by the Constitution, the laws of the Republic and duly ratified international instruments' – which includes, in particular, Law No. 22/030 of 15 July 2022 on the protection and promotion of the rights of PAPs, as well as the CFCL regime under the Forestry Code. However, the scope of the Carbon Ordinance-Law remains broad, namely: 'any mitigation activity [...] within the territory of the Democratic Republic of the Congo'. This scope could be broadly interpreted, without any legal certainty of the link between the forest/land tenure regime and carbon rights.

The general safeguard clause above is useful but remains declaratory, and the text does not specify that the recognition of a project developer, the issuance of a Letter of Authorisation or the registration of an activity in the *Registre Lumière* (the DRC's national carbon registry) confers neither a land title, nor a concession, nor any real right over the land concerned. In the absence of such an explicit clause, there is a risk that a carbon authorisation could, in practice, be used to cement or extend de facto control over community forests or customary lands. The lack of social safeguards in the Ordinance-Law can be summarised by the concept of 'administrative grabbing of community rights' and must be addressed either through a revision of this Ordinance-Law or in the implementing regulations, or, failing that, through the existing land and forestry laws.

Indeed, the Carbon Ordinance-Law should be amended to explicitly state that legal title to carbon rights belongs to local communities and Indigenous Peoples by virtue of their customary land tenure over natural assets that provide carbon sequestration services. This includes land, forests and peatlands, even where customary lands are not officially registered, in accordance with international guidelines on good practice, notably the FAO's Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and

[10] The reference to the concept of 'Indigenous Peoples' should be aligned with the concept enshrined in Law No. 22/030 of 15 July 2022. Indeed, Law 2022 enshrines the concept of 'Pygmy Indigenous Peoples' with a content and rationale that differ significantly from that of 'Indigenous Peoples' in the general sense, as set out in this decree-law.

Forests in the Context of National Food Security (VGGT).[11] Indigenous peoples and forest communities could, of course, transfer part of their carbon rights to project developers in exchange for financial and technical support. However, this would still not confer any property rights on project developers over natural resources subject to a collective customary land tenure system.

Recommendations:

1) Establish an explicit definition of carbon rights as an intangible, separable right, but one that is legally subordinate to the ownership or legitimate use by local communities and Indigenous peoples of the underlying natural assets (land, forests, peatlands, wetlands, etc.);
2) Include a land non-transferability clause expressly stipulating that the granting of a carbon concession or the issuance of credits shall under no circumstances constitute a transfer of land ownership, nor shall it confer on project developers an exclusive right to use the land to the detriment of the traditional customary uses of local communities and Indigenous peoples;
3) Carbon concessions should only be granted in the territories of Indigenous peoples or forest communities after their tenure rights have already been secured via CFCLs or other forms of tenure that may become available under DRC's implementation of the Intergovernmental Land Tenure Commitment.

Benefit sharing and financial management risks

Far from guaranteeing communities carbon rights, the new Ordinance-Law has relegated them to the status of mere beneficiaries of carbon projects. The article of the Ordinance-Law relating to the sharing of benefits with communities also contains numerous shortcomings.

Benefit-sharing: who are the rights holders? The 20 percent minimum threshold established in Article 40 benefits 'local communities and/or Indigenous Peoples', yet the law does not specify a method for identifying, in the event that multiple groups claim customary rights over the same territory, which group should be recognised as a beneficiary and in what proportion. This shortcoming stems directly from the absence of a legal definition of a 'rights-holder'. Annex III (point 6) provides a partial safeguard by specifying that mitigation activities 'shall not derogate from any community obligation to share benefits imposed by forestry, mining or land law' and that carbon revenue-sharing

[11] FAO (2012) 'Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security' https://openknowledge.fao.org/items/76c315f6-01f2-4f20-a2b6-390a45ca940e.

arrangements apply only to the residual amount, after payment of the community's share already due in this respect. This at least prevents a carbon agreement from superseding rights already recognised by the forestry code or mining law, though it does not resolve the issue of identifying rightful claimants in the absence of formal title.

Not only will it be difficult to identify the communities intended to benefit from carbon projects, but it will be equally difficult to generate tangible local benefits. Indeed, the Ordinance-Law relies on profit-sharing as the sole source of income for communities. Setting up a carbon project can take years, and obtaining verified emission reductions can take even longer. As long as the price of carbon remains volatile, profits may only be realised many years after a project is set up – if indeed they are generated at all. When a project struggles to become profitable, communities can find themselves at the back of the queue to receive revenue, while being denied access to productive resources such as land and forests.

Even if benefit-sharing is enhanced or diversified, entrusting the direct management of significant sums of money to rigid community structures without sociological adaptation risks marginalising the Indigenous Peoples in favour of dominant groups (Bantu or others) or external intermediaries. The traditional decision-making processes of DRC's Indigenous groups (often non-hierarchical and based on community consensus) are often overwhelmed by conventional administrative structures. Furthermore, the Ordinance-Law does not guard against a form of 'forced monetisation' whereby benefits are only provided in cash or liquid assets, disregarding communities' actual needs vis-à-vis collective land tenure security and unrestricted access to vital resources.

With regard to transparency, Article 40 of the Ordinance-Law requires the annual publication of statistics such as the volume of credits sold, the average price, revenues and amounts distributed (see the 'Register' section). However, it does not require the public disclosure of benefit-sharing plans and agreements.

Recommendations:

1) Diversify the basis for community financial benefits so as not to rely solely on the project's unpredictable net profitability, but rather multiple sources of revenue including: a percentage of gross turnover, a fixed annual lump-sum payment by the developer, a share of licence fees, and a share of windfall profits in the event of exceptional returns;
2) Establish a mandatory methodology for participatory mapping and preliminary sociological and cultural surveys, under the supervision of the administration and civil society, to clearly identify communities holding customary rights prior to any project approval and to prevent potential conflicts relating to benefit-sharing;
3) Add an obligation to publish, without exception, all benefit-sharing plans and agreements via the *Registre Lumière* in the law;

4) Require by law direct, equal and autonomous representation of Indigenous Peoples (without cultural or administrative interference) within the management bodies of community development funds derived from carbon projects (mandatory quotas and inclusive governance);

Risk of restrictions on FPIC and the criminalisation of subsistence activities

Forest carbon projects (REDD+ or conservation) often require an increased presence of security forces and requirements (eco-guards, strict no-entry zones) to guarantee 'additionality' and the permanence of carbon stocks. There is a significant risk that the implementation of carbon projects will criminalise the traditional subsistence practices of local communities and Indigenous Peoples (ritual and/or subsistence hunting, gathering, traditional medicine, and access to sacred sites). Furthermore, if Free, Prior and Informed Consent (FPIC) is treated as a one-off act ('signing a contract'), it does not protect Indigenous Peoples against project implementation deviating from agreements over time to.

Recommendations:

1) Establish the FPIC not as a one-off, definitive authorisation granted to the developer, but rather as a dynamic agreement — an ongoing and revocable process — including a right to periodic review and a suspensive veto right should social commitments or human rights not be respected during the course of the project;
2) Include an explicit exemption clause for customary uses that are vital to safeguarding the inalienable right of local communities and Indigenous Peoples to access their traditional hunting and gathering grounds and their sacred sites, by formally prohibiting carbon project developers and their security services from hindering these activities under the pretext of protecting carbon stocks.

The right to redress

It is essential that the DRC establishes an effective system for addressing community grievances, as numerous carbon sequestration projects—both in the DRC and in many other countries—have caused violent conflicts, forced displacement or other serious human rights violations.

The Ordinance-Law was modelled on the administrative law framework (traditional administrative litigation) without taking into account the community context, which

requires a non-judicial redress mechanism that must be independent, prompt and culturally appropriate. The Ordinance-Law grants a right of appeal (first to an administrative body, then to a higher authority, and finally to the courts) 'to any project developer, Independent Entity, participating party or any other person who considers themselves to have been wronged' (Articles 58–61). Whilst this generic wording could, in principle, cover an affected community, it does not include explicit recognition of the right to take collective action, which our organisations consider fundamental. Furthermore, this provision does not sufficiently specify the procedures enabling local communities and Indigenous peoples to lodge an appeal when they consider themselves aggrieved, even though they could be among the main victims of the acts in question. In the absence of structures with legal personality, community administrative or judicial appeals risk being deemed inadmissible due to lack of standing, without any examination of the merits of their claims.

Furthermore, the time limit for lodging a complaint is unnecessarily short. An informal appeal must be lodged within 30 days of notification. The Market Regulatory Authority (ARMCA) has 30 days to respond; 'after this period, the appeal is deemed to have been rejected' (Article 59). An appeal against an ARMCA decision – known as a 'hierarchical appeal' to the Ministry of the Environment (MEDD) – must be lodged within 15 days of notification, followed by a 45-day period for the Ministry to respond (Article 60). The hierarchical appeal does not have suspensive effect, although the Minister may suspend a decision where there is a risk of serious or irreparable harm. The *Registre Lumière* (see below) is only required to provide updates on carbon authorisations within 90 days of the date of an official decision (Article 44). This risks creating a serious information asymmetry, as communities—often located in remote forested areas with limited access to telecommunications —may only be informed of the granting of a carbon concession affecting their territory and livelihoods 45 days after the deadline for lodging a complaint has expired.

Rather than establishing a system to deal effectively with complaints and to resolve serious issues, this legislation has the practical effect of discouraging, or even preventing, the lodging of complaints. Even if communities manage to complete the complaints procedure, the administration is under no obligation to respond with a reasoned decision: its silence is deemed to constitute a rejection (Article 59).

Recommendations:

1) Harmonise and extend the time limits for bringing administrative appeals by local communities and Indigenous peoples to a minimum of one year from the date of the effective publication of the authorisations in the *Registre Lumière* or their notification at project sites;
2) Introduce an obligation for the administration to provide a reasoned response within a specified timeframe (failing which the grievance application is deemed to have been accepted or an administrative penalty imposed);

3) Provide for a mechanism whereby the Market Regulatory Authority (ARMCA) or a judge may impose interim measures to suspend carbon projects as soon as a risk of serious violation of land rights or forced displacement of local communities or Indigenous peoples is alleged;
4) Recognise communities' standing to bring grievances through their customary authorities, local community forest management committees (CFCLs) or mandated civil society organisations.

The carbon registry, '*Registre Lumière*'

The creation of the 'Registre Lumière' (Articles 32–35, Title III, and Annex VIII) is one of the key strengths of the new Ordinance-Law, although there are significant gaps that will need to be addressed. Article 32 stipulates that registration has significant legal implications: the registry constitutes the sovereign and exclusive national database; therefore, the transactions in question take legal effect upon registration, whilst no unregistered deed, agreement or arrangement is enforceable. It also acts as a mirror-recording mechanism ensuring interoperability with recognised international registries (Gold Standard, VCS, CDM – Article 34). The registry is subject to an annual independent audit, the results of which are submitted to the CMC, the MEDD and the National Assembly (Annex VIII, point 14). In this regard, the text largely meets civil society's key expectation: a single registry, free from the control of foreign standards or private registries.

But does the Registry offer sufficient safeguards against developers seeking to exploit communities? One of the main risks that carbon-related projects have long posed to communities is that, even though permits issued in the DRC do not confer land ownership, the precarious nature of the land tenure system and the lack of oversight can lead to genuine land grabs under these carbon agreements.[12] The Ordinance-Law does not specify that the recognition of a developer, the issuance of a Letter of Authorisation or the registration of an activity in the *Registre Lumière* confers neither land title, nor a concession, nor any real right over the land in question. Article 16, which lists the persons eligible to act as developers, is silent on this point.

This issue is linked to that of the definition of carbon rights, discussed above. In the absence of clear legal definitions, a secure land tenure regime, and procedures governing the transfer of carbon rights, the assumption that the issuance of credits in a registry confers immediate control over carbon rights to developers increases the risk of de facto control over community lands. To mitigate this risk, clear implementing regulations will

[12] Moretti, V. (2025) "The Great Green Gold Rush: The Proliferation and Social Impacts of Forest Carbon Credit Projects in the DRC." Rainforest Foundation UK. https://www.rainforestfoundationuk.org/wp-content/uploads/2025/10/JA-605-The-Great-Green-Rush-FR-FINALE.pdf; Schoder C. et al. (2025) "Carbon credits and 'green land grabbing': guarding against the pitfalls." World Bank Blogs. https://blogs.worldbank.org/en/developmenttalk/carbon-credits-and--green-land-grabbing---guarding-against-the-p.

need to be adopted or, failing that, reliance should be placed on existing land and forestry legislation.

Ensuring transparency should be another key function of the Registry, by providing the public with information on carbon projects and preventing double counting, even though many registries have not proved reliable in this regard.[13]

The *Registre Lumière* sets out certain important provisions regarding transparency for projects. For example, the first international transfer of any ITMO must be registered with it (Article 28 and Annex VIII, point 5); furthermore, Article 44 of the new law requires the publication of authorisations, letters of endorsement, registry transactions, sanctions, regulations and decisions of general application. In addition, under Article 40, the annual publication of the volume of credits sold, the average price, revenues and amounts distributed is required by each project developer. This data will be published on the ARMCA website, as well as on the *Registre Lumière* in real time where possible, or otherwise at intervals not exceeding 90 days (Article 44).

Nevertheless, the registry's actual level of transparency falls short of our vision of a 'public carbon transparency registry'. The information to be published does not explicitly include: the project's beneficial owner; the type of land tenure involved; the FPIC document; the actual price or the purchaser of the credits; or complaints and decisions under the grievance mechanisms.

Article 44 further stipulates that 'information [...] of a confidential nature shall not be published' and may 'be published in summary form' according to criteria defined by the ARMCA itself following consultation with developers. This could significantly limit access to useful information for communities and other observers. The implementing regulations will need to set out these provisions in greater detail.

Finally, institutional responsibilities need to be harmonised. Article 32 places the administration of the Carbon Market Office under the Authority's supervision; while Annex VIII specifies that the registry is operated by the Authority.

Recommendations:

1) Expand the scope of mandatory publication in the *Registre Lumière* to systematically include:
    a. Concessions, contracts, authorisations and their history,
    b. The identity of the beneficial owners of project developers and proponents,
    c. The full FPIC documents,
    d. Benefit-sharing plans and agreements,

[13] Wyburd I. (2024) "Lost in documentation: Transparency in voluntary carbon market registries." Carbon Market Watch. https://carbonmarketwatch.org/publications/lost-in-documentation-transparency-in-voluntary-carbon-market-registries/.

    e. Impact assessments,
    f. Grievances and the action taken in response, in a form that protects the complainants,
    g. The actual volumes and transaction prices of carbon credits.
2) Strictly define the concept of 'confidential data' through regulation to prevent trade or business secrets from being misused to withhold information with significant social or environmental implications from public scrutiny;
3) Clarify that data entries in the registry are not sufficient proof of a project's compliance with land, forestry or social regulations.

Existing carbon projects and transitional provisions

In its rush to develop carbon markets in the country, the DRC controversially awarded 48 carbon concessions to four companies in May 2026 – covering nearly 14 million hectares – even before the adoption of the carbon Ordinance-law.[14] This announcement follows a study carried out in 2025 by RFUK and APEM, which had identified more than 70 carbon-related contracts covering approximately 103 million hectares, the vast majority of which were not included in the previous registry.[15] Section 64 of the new law retains the previous authorisation letters, whilst requiring compliance within six months of the law coming into force. This provision should not, in itself, constitute a general validation of all concessions, all contracts or the terms of their award. A distinction will need to be made between forestry or conservation concessions, carbon authorisations, rights over land and resources, and the registration of credits.

A lack of clarity regarding the status of these conservation concessions and other carbon-related projects undermines the DRC's efforts to take control of its carbon market; their compliance must therefore be examined on a case-by-case basis.

It is difficult to reconcile the six-month deadline with a genuine process of free, prior and informed consent (FPIC). The new Ordinance-law requires carbon project developers to implement a rigorous FPIC process. Given that existing concession holders must now comply with this requirement, there is a real risk that project developers will implement an incomplete FPIC process that does not meet standards in order to comply with the six-month deadline. Or they may fail to meet this deadline in order to carry out a genuine FPIC process. In both cases, the risks of non-compliance will weigh heavily on both project developers and communities during this transition period.

[14] Kilalo Press (2026) "DRC: the belated publication of 48 carbon-focused forestry concessions reignites questions about the sector's governance." https://kilalopress.net/actualites/rdc-la-publication-tardive-de-48-concessions-forestieres-a-visee-carbone-ravive-les-interrogations-sur-la-gouvernance-du-secteur/.
[15] Moretti, V. (2025).

In order to determine which of the current carbon projects should remain valid under the new legislation, the government should conduct an independent audit, with a clear timetable, covering legal, land-use, environmental and social aspects, with the participation of communities and civil society.

The audit should result in reasoned and published decisions: compliance, corrective measures, suspension, or withdrawal where established breaches of the applicable legislation so warrant, whilst respecting the right to counterclaims and the right of appeal.

Recommendations:

1) Make the roll-over of existing concessions conditional upon the completion of an independent ex-post audit (covering legal, environmental and social aspects) of a reasonable but binding duration (for example, 12 to 18 months), conducted in a participatory manner with civil society and the communities concerned;
2) Provide for clear sanctions (immediate suspension or permanent revocation without excessive compensation) for projects found guilty of land grabbing, breaches of the FPIC or fraudulent practices during their initial award.

Conclusion

Whilst the DRC's new Carbon Ordinance-Law contains several innovative provisions, it nevertheless leaves the integrity of the market and the rights of forest-dependent communities in a highly precarious situation. Not only does this legislative framework fail to guarantee the rights of local communities, but it is also sufficiently fragile that international buyers of carbon credits are likely to reject nature-based carbon credits from the DRC or to purchase them at a significantly reduced price due to the numerous risks inherent in their production. This briefing note has focused on six major issues that call into question the governance of the carbon sector; however, the law contains numerous other problems that merit closer attention. Our organisations call on all stakeholders in the international and national carbon value chain—including parliament, the Ministry of the Environment, Development and Sustainable Management (MEDD) and the ARMCA—to join us in calling for the following amendments to the Ordinance-Law.

Despite some progress, the new Congolese Ordinance-Law and the many other initiatives undertaken around the world aimed at creating 'high-integrity' carbon markets have not yet demonstrated that they can serve as an effective, equitable and scalable tool for offsetting rising fossil fuel emissions and combating climate change. Years of effort and hundreds of millions of dollars of investment have done little to allay persistent concerns regarding the environmental integrity and effectiveness of carbon offsets. At the same time, the growing complexity of carbon accounting rules has made this system the preserve of international

consultants and technical experts, rather than the local communities and Indigenous Peoples most affected by these projects.

Alongside the reforms called for, greater efforts must be directed towards alternative climate policies that are likely to deliver better results whilst posing fewer risks to the Indigenous peoples and forest communities in the DRC. These include targeted carbon taxation, the development of non-market approaches (NMAs) under Article 6.8 of the Paris Agreement, and a transition towards models for remunerating standing forests. Ultimately, support must be directed towards greater recognition of Indigenous Peoples and local communities, support for their responsible management of these territories, and investment in environmentally sound value chains to sustain forest-based livelihoods.

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