

## **Response to draft Interim REDD+ Partnership Agreement**

The following is a response to the draft Interim REDD+ Partnership Agreement, as released by the Norwegian government on 28<sup>th</sup> April 2010. **It is an attempt to provide constructive input to the REDD+ partnership process despite the timeframe for commenting on the draft Agreement being inadequate to allow for the full and effective participation of civil society.** In the interests of transparency, we recommend that all comments from countries and other stakeholders on the draft Agreement be posted online.

**We strongly believe that the Partnership Agreement must explicitly affirm the role of the UN Conventions as the legitimate negotiating forums for an international agreement to reduce forest loss. The Interim REDD+ Partnership must therefore be accountable to the UNFCCC, including by defining modalities for reporting to the UNFCCC Parties and secretariat on a periodic basis.**

Furthermore, the Partnership must remain principles-based and limit its mandate to facilitating the coordination of early capacity-building activities, increasing transparency and information-sharing, reducing overlap in national REDD+ actions, and filling gaps to ensure that early capacity-building needs are met. The Partnership should not address long-term finance, which needs to be discussed and dealt with at the UNFCCC. **Recognising that safeguards and rights are key modalities for funding disbursement**, the partnership agreement must communicate clear standards to ensure the consistency of all REDD+ activities with relevant international environmental and human rights instruments and obligations, as well as the safeguards provided by the draft AWG-LCA decision text and the highest standards of the bilateral, multilateral and other REDD+ implementing agencies. Parties should agree to a timetable to develop and finalise standards in tandem with a recourse mechanism to address violations - in an open and participatory process and prior to any decision on modalities for funding coordination.

We emphasise that **any long-term financial resources mobilised for the climate should not be a substitute for emission reductions in the North, be under UNFCCC authority and mandate**, and any oversight institution will need to fulfil the key oversight functions of ensuring compliance with eligibility criteria and safeguards set by the UNFCCC as well as providing accountability to all stakeholders and rightsholders. There should also be an effective recourse mechanism to hear and resolve complaints. Finally, we suggest that the Partnership Agreement have a sunset clause - a date at the end of the interim funding period - when the current Agreement will expire.

The Interim REDD+ Partnership should:

- 1. Support the development of modalities by Partners to ensure that any REDD readiness action undertaken by implementing agencies and/or REDD countries respect relevant international legal obligations and standards on the environment and human rights**
- 2. Ensure the full and effective participation of all stakeholders and rightsholders, including indigenous peoples and local communities, in any discussions and actions of the Partnership, and indigenous peoples' right to Free, Prior, and Informed Consent.**
- 3. Prioritise the use of fast-start money for capacity building focused on institutional reform, including improving forest governance, clarifying land tenure, ensuring the respect and implementation of the rights of indigenous peoples and local communities, and protecting natural forests.**

## 1. Safeguards

The REDD+ Partnership agreement is currently weaker than the LCA text, which contains language on safeguards that is considered unacceptable by many indigenous peoples and civil society groups. The Partnership Agreement should support countries to negotiate the strongest possible language on safeguards (in line with international laws and standards such as ILO169 and UNDRIP), **and be changed to read “require compliance with the relevant safeguards and respect international environmental and human rights conventions and instruments”** (p. 2).

Safeguards need to be secured through a decision-making processes which includes all stakeholders and rightsholders, notably indigenous peoples and local communities, and leads to the equitable disbursement of REDD funds based on an objective evaluation of both the process through which the proposed REDD activities are developed, and the terms of reference for the proposed activities. Thereafter, monitoring and reporting on safeguards is essential so as to know if safeguards are being implemented. Without these requirements, safeguards are meaningless.

It is essential that interim-financing should lead to increased participation and strengthen the rights of indigenous peoples and local communities in national REDD processes. The flooding of vast amounts of money into forested developing countries' governments with no safeguards in place will not achieve the desired results of protecting forests and the peoples that depend on them.

## 2. Participation and transparency

Interim-finance will not achieve the goal of reducing deforestation with positive environmental and social impacts without the full and effective participation of indigenous peoples and local communities. Any agreement created in the absence of these stakeholders and rightsholders will *de facto* not represent their best interests or protect the ecosystems they rely on.

The draft Partnership Agreement must include provisions to ensure the full and effective participation of all stakeholders and rightsholders, including civil society, indigenous peoples and local communities, in all aspects of the process beginning with the Oslo Conference on Climate and Forests on 27<sup>th</sup> May. The Agreement should require that all countries ensure participation by all relevant stakeholders, and develop modalities to ensure Free, Prior and Informed Consent and equitable benefit-sharing.

In the name of transparency, the proposed Voluntary REDD+ Database should be *freely and completely available to the public*.

## 3. Priorities for interim REDD+ action

The Interim REDD+ Partnership intends to coordinate fast-start funds for REDD. These funds must: prioritise funding for capacity building to strengthen governance and establish effective monitoring and oversight; clarify land tenure and reform forest laws and land laws where required; and develop mechanisms for participation of relevant stakeholders in planning and implementing REDD activities and developing benefit-sharing mechanisms. Activities that reduce deforestation and degradation in natural forests offer the greatest potential to reduce emissions in the short term and should be prioritised by Partners during the interim funding period, and activities such as logging or sustainable forest management, conversion of natural forest to plantations and agribusiness should not be funded by interim financing. Crucially, the Partnership should recognise that national action to reduce deforestation will be ineffectual without international commitment to tackling demand side drivers.

**Signed:**

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