

UNITED NATIONS DEVELOPMENT PROGRAMME

High-Integrity Carbon Markets Toolkit

Module 2 Part 3

Negotiating Carbon Project Agreements

Practical considerations for Indigenous Peoples and local communities preparing for, negotiating and implementing agreements with carbon project developers

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About this publication

This publication was developed with support from the UN-REDD Programme. UN-REDD is the UN knowledge and advisory platform on forest solutions to the climate crisis. It supports nationally-led REDD+ processes and promotes the informed and meaningful involvement of all stakeholders, including Indigenous Peoples and local communities, to mobilize finance for and implement REDD+ activities agreed under the UNFCCC. UN-REDD builds on the convening capacity and technical expertise of FAO, UNDP and UNEP, serving 65 partner countries. UN-REDD is made possible through support from the European Commission and the governments of Denmark, Luxembourg, Norway, Japan, Republic of Korea, Spain, Switzerland and United Kingdom.

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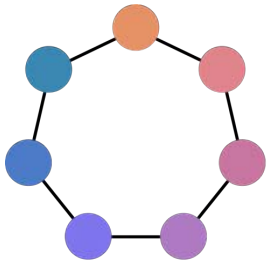
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High-Integrity Carbon Markets Toolkit

The Toolkit serves **supply-side** actors—governments, project developers, companies, NGOs, Indigenous Peoples and local communities—and **demand-side** actors, including investors, corporates and individuals. It equips them to **design, implement and scale** high-integrity carbon market activities that **deliver real and equitable climate outcomes**.

It also supports institutions **that shape and uphold market quality**—including standard-setters, rating agencies, validation and verification bodies, and integrity initiatives—helping to build a **trusted global framework** for carbon markets that deliver lasting benefits for **climate, people and nature**.

The Toolkit **offers flexible, multimedia content**—from webinars and case studies to guidance notes and presentations—for both self-paced and group learning.

Developed with **leading international partners**, the Toolkit focuses first on **social integrity**, an area where UNDP brings deep expertise and global relevance.

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About this guidance

What does this guidance cover?

- Practical considerations for Indigenous Peoples and local communities, and the community leaders, paralegals and organizations that support them, when a carbon project is proposed on their lands, territories or resources.
- It addresses carbon projects and programmes that directly affect community land, such as forest, farming and wetland projects and renewable energy.
- It follows four steps: preparing to engage, proposing terms, negotiating and implementing a project agreement.
- It is adapted from the guide, How to Negotiate with Carbon Project Developers: A Practical Toolkit for Grassroots Advocates, developed by Namati and the Grassroots Justice Network from experience with carbon projects in 21 countries.

How does Part 3 relate to the rest of Module 2?

- Module 2, Part 1 and Part 2 set out what is expected of developers and governments on stakeholder engagement and FPIC. Part 3 sets out how communities can prepare for and take part in those processes.
- It offers practical guidance that communities can adapt in their context based on their knowledge, values and governance systems.
- It uses “communities” for Indigenous Peoples and local communities together, while recognizing that Indigenous Peoples have distinct identities and systems of governance.
- This guide does not take a position on whether carbon markets are an appropriate climate solution.

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02 Preparing to engage

03 Proposing terms

04 Negotiating

05 Implementing the agreement



Chapter 1

Carbon project agreements

Chapter 1 **Content**

- **What is a carbon project agreement?**
- **How does the agreement relate to FPIC and consultation?**
- **What are the four steps in negotiating an agreement?**

What is a carbon project agreement?



A legal contract between the project developer and the communities or other rights holders on whose land a carbon project takes place. It may also be called a project implementation agreement or a carbon partnership agreement.

What is a carbon project agreement?


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What it sets out

- The parties that are making legally binding commitments and the roles and responsibilities they have in the project.
- The project activities, location, total area and the carbon standard to be used.
- Land access and use rights, including any transfer of rights.
- Governance arrangements and how communities take part in decisions.
- Revenue sharing and any non-monetary benefits.
- Access to information, grievance redress, duration and termination.

Why it is critical for communities

- It defines how land will be used over the life of the project, which is often 30 to 50 years or more.
- It clarifies expectations and commitments for everyone involved, including how decisions will be made during project implementation and revenue sharing.
- It is the reference point for monitoring the project and can be used to enforce key commitments.

How does a project agreement relate to FPIC?

Negotiating a project agreement gives communities an opportunity to shape decision-making and ensure their rights are respected.

Defining the terms for an agreement	FPIC
The right to consent goes beyond saying yes or no. FPIC also includes the right to define any terms under which a proposed initiative can move forward.	**Consent before signing.** A project agreement should only be signed once communities have given their free, prior and informed consent to its final terms, through a collective decision-making process they define themselves.
Choosing to enter a negotiation **does not** mean that communities have consented to a proposed project. Instead, it begins a process for determining whether agreement on key terms can be reached.	**Right to say no.** FPIC includes the right to withhold consent. If communities decide not to enter into an agreement, their decision must be respected.
The project agreement should reflect mutually agreed commitments on project design, safeguards, and revenue sharing.	**Periodic review.** Because carbon projects can last several decades, project agreements should include a timeframe for reviewing and renegotiating their terms, typically every 5 to 10 years.
A project agreement is a legal contract. To be legally binding, it must comply with national law. This can require that the community has legal recognition to enter into contracts, and that the agreement is properly signed, witnessed and registered. If it reflects communities' concerns and priorities, the agreement can provide additional protection for their rights.	**Consent for major changes.** Communities' consent must be sought again before any major change to the project or the agreement, such as expanding the project area or significantly changing land use.



See Module 2, Part 2: Free, Prior and Informed Consent for information on when FPIC applies and how it can be implemented in practice.

How does a project agreement relate to FPIC?


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Communities can refuse to enter into a contract. The refusal should be documented and communicated to the developer in writing.

If the decision is not respected, communities can engage through:	Support available
› **Approval processes.** Government and carbon standard approvals, and independent audits before registration, often allow affected rights holders to raise concerns. › **Grievance mechanisms.** Those of the developer and of the carbon standard. Complaints to a standard often prompt a review of land rights and FPIC. › **Legal action.** To formalize land rights, recognize the right to FPIC, or challenge decisions to approve the project. › **Advocacy.** Raising awareness of community concerns with the developer and the government.	› Community paralegals and lawyers can support communities if the developer or the government does not accept the decision. › Part 2 of this Toolkit Module, Module 2, Part 2: Free, Prior and Informed Consent, sets out what is expected when consent is withheld.

What are four steps for negotiating effectively?

The rest of this guide offers tools communities can use to find key information, deliberate internally, negotiate from a place of power, and monitor and enforce the terms if an agreement is reached.

STEP

1

Prepare to engage

Understand rights, find information about the project, organize as a community and decide whether to negotiate.

STEP

2

Propose terms

Identify core priorities and non-negotiables, propose terms for an agreement, and agree on the process for reaching a decision.

STEP

3

Negotiate

Prepare the negotiating team, assess offers, make counteroffers and review the final draft before signing.

STEP

4

Implement

Take part in project governance, manage the community revenue share, monitor commitments and renegotiate at review points.



Chapter 2

Preparing to engage

The first step is to gather information and decide whether to engage in negotiations. This includes learning what rights communities have under national and applicable international law, and organizing to define communities' own goals and priorities.

Chapter 2 **Content**

- **Understanding rights**
- **Finding information**
- **Organizing as a community**
- **Legal support**

Understanding rights

What rights do communities have?

National and international law, and requirements set by carbon standards, shape how much control communities have over a project on their land.

Where rights come from	Where land rights are not formally recognized
National land laws. The rights communities have to use and manage land, and whether customary rights are recognized.	Carbon projects can pose significant risks, and it may be harder to negotiate a fair agreement.
Conservation and forest laws. Rules for sensitive ecosystems and, in many countries, recognition of Indigenous governance or co-management.	Consider documenting land rights and history of use before going further, for example through community mapping or a letter from local officials.
Carbon policies and investment laws. Where they exist, may define who holds carbon rights and who can sell credits, approval requirements, and often access to information, FPIC and benefit sharing.	Local legal aid groups, civil society organizations or land commissions can help register community land rights.
The carbon standard. Often requires respecting tenure rights, disclosing information to affected communities and FPIC. Some require the developer to demonstrate rights to the emission reductions.	Safeguards such as access to information and FPIC still offer protection even if land rights are not formally recognized.
International human rights law, including UNDRIP. Where the government itself is violating community rights, it can offer further avenues for redress.	

Understanding rights

What rights do communities have?



Questions to consider first: Is the land formally titled? If not, are communities' customary or management rights recognized? Does national law define who holds carbon rights and who can sell credits?

Carbon rights and credits

- Carbon rights are a claim to benefit from carbon stored in forests, soils or other ecosystems, or from reduced emissions. They may rest on title to the land or trees, or on the activities that conserve them.
- A carbon credit is a tradable unit representing one tonne of CO_2 equivalent reduced or removed, issued once those reductions have been verified.
- There is no agreed international definition of carbon rights, and relatively few countries have defined them in national law.

Understanding rights

What are carbon rights?



What carbon rights determine

- Who holds carbon rights affects how much control and decision-making power a community has over a project on its land.
- Through the agreement, those who hold carbon rights typically transfer the right to sell credits to the developer, in exchange for a share of revenue and other agreed benefits. The agreement should also set out the developer's commitments to respect community rights.
- Where national law does not clearly define carbon rights, communities without formal land or resource rights may be excluded from benefits and have weaker legal protection.

Understanding rights

What are carbon rights?



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What to look for in an agreement

- A clear statement that carbon rights are tied to tenure rights and that communities hold the carbon rights on their land and territories.
- Recognition of communities' role in managing and protecting the land and ecosystems that store carbon, not only formal title, as a basis for benefits.
- No clauses that transfer all rights to the developer or exclude communities from the benefits of carbon sales.

Finding information

What information do communities need?

In most cases the project developer is obliged to share much of this information as part of stakeholder engagement and consent processes.

What type of project is it?

Nature-based projects (forest protection, tree planting, forest management, farming, wetlands) and renewable energy affect land differently.

Who is the project developer?

A company, NGO or government agency? Do they have relevant expertise and a good track record? Who are the investors, and what conditions have they set?

How will it affect land and livelihoods?

Which activities and areas are included, for how long, who will control the land, and whether access to grazing, forests, water or farmland will be restricted.

How are credits sold?

Pre-sales of future credits are usually at a lower price. Ask how credits will be marketed, and whether a marketer will take a commission.

How much revenue could it generate?

Gross revenue = number of credits × price per credit. Use recent average prices for the project type to make a rough, conservative estimate and cross-check the developer's figures. Actual credits and prices are often lower than projected.

Is it a jurisdictional programme?

Government-led programmes covering a whole province, state or country often set safeguards and benefit-sharing arrangements at that level. This can give communities a stronger starting point, but it can also limit what each community negotiates directly. Communities can also seek to shape these arrangements through the programme's participatory processes. Individual projects may also be nested within a jurisdictional programme.

Finding information

How can communities obtain project information?



Request information in writing, be as specific as possible, and keep copies for future reference.

From the project developer	From registries and regulators	From other sources
Most carbon standards, and national laws in many countries, require developers to share key information with affected communities. Ask for clear information early about everyone involved in the project and their roles. Ensure you understand proposed activities and any changes to communities' ability to access and use land and resources.	Registries of the national government and the carbon standard. Verra, Gold Standard and ART TREES publish project descriptions, monitoring reports, and audits. The project design document is the most important document to find at this stage. If needed, submit a right to information request to the national agency that approves carbon projects.	Look for media reports and press releases on the developer's track record. Ask communities and civil society organizations at the developer's other project sites.

Organizing as a community

How can communities organize collectively?



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Key elements of effective organizing include:

1. **A united position**
   Agree on shared goals to pursue together throughout the negotiations.

2. **Inclusive representation**
   Take specific steps to include women, youth, Indigenous Peoples and ethnic or religious minorities in decision-making.

3. **Clear objectives**
   Define core priorities and non-negotiables, to propose terms and to assess offers.

4. **Capable negotiators**
   Choose a negotiating team of trusted members, representing different perspectives, with a clear mandate from the community.

Deliberation should include everyone who lives or works in the area, and seasonal users with historical access rights.

Organizing as a community

How can communities organize collectively?


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Define community priorities

- Entering negotiations with clear priorities helps communities shape the process.
- Communities are best placed to decide how to proceed when they have their own vision for their land and future and can test the proposed project against it.
- Before making a final decision about whether to negotiate, consider the vision, existing land use, community rights under national and international law, and the information about the project.

Commit to negotiating collectively

- Communities have more strength if they negotiate together in a united way. Where many communities are affected, a single negotiating team with representatives from each is likely to be most effective.

Legal support

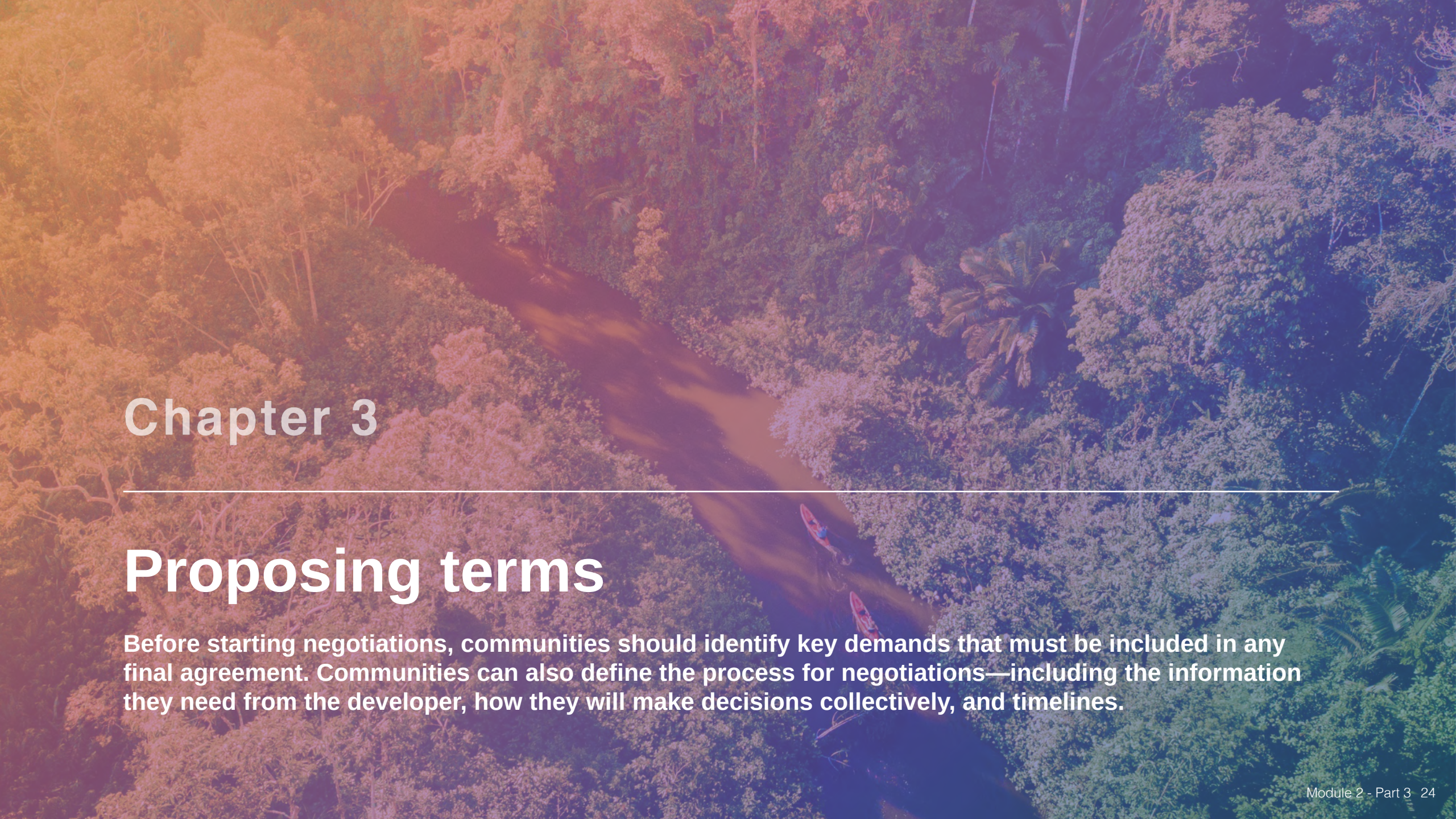
When can legal support be helpful?


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Support is particularly useful during fact-finding, when evaluating an offer, and for a final review of the draft agreement.

Community negotiating team	Community paralegals	Lawyer
Defines the community's goals and position during the negotiation. Shares information with the wider community and facilitates deliberation on a final decision.	Offer guidance on the legal process and support communities to organize collectively. Often help communities gather information and decide how to move forward.	Reviews or drafts the final agreement so that it is clear, legally binding and enforceable. Identifies options for remedy if the developer does not respect the agreement or causes harm.

Finding support
Local legal aid groups, civil society organizations and land commissions can help. Agree up front what support is needed and how you will work together. Some communities have covered the cost of an independent lawyer from their own resources, including revenue from an earlier project.



Chapter 3

Proposing terms

Before starting negotiations, communities should identify key demands that must be included in any final agreement. Communities can also define the process for negotiations—including the information they need from the developer, how they will make decisions collectively, and timelines.

Chapter 3 **Content**

- **Why propose terms first?**
- **What issues should be addressed in the project agreement?**
- **Community protocols**

Why propose terms first?



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Whoever makes the first offer tends to set the reference point, or “anchor”, against which the rest of the negotiation is judged.

Proposing first	If the developer makes the first offer
› A proactive proposal lets communities communicate their goals and priorities to the developer from the start. › Open with a realistic proposal that could also work for the other side: challenging but defendable. › Making only modest and infrequent concessions shows that the community is clear and firm about its priorities.	› Communities can still shape the negotiation by clearly communicating their top priorities and non-negotiables. › Use the community’s own goals as the anchor, rather than the developer’s initial offer. › Ask for the proposal in writing and take it back to the community before responding.

Identify core priorities first.
Which rights are most important to protect? How do you want to be involved in decisions, and are there areas where you want full control? What benefits do you need? Are there sites of cultural or spiritual significance? Then decide which priorities are non-negotiable.

What issues should be addressed in the project agreement?

Issues	Key provisions
Access and use rights	› Define which land is in the project area and which is excluded, such as cultural, residential and livelihood areas. › Retain rights to gather forest products, use water and fishing areas, and use paths. Consider effects on nearby areas.
Project governance	› Ensure communities have decision-making power as partners, rather than merely being beneficiaries. › Work through existing legitimate institutions rather than new structures created for the project. › Propose a joint management body with representatives from communities and the developer.
Revenue sharing	› Define the community share as a percentage of total (gross) revenue, not profits. › Consider a minimum annual payment from the start of project activities to offset lost income in the years before carbon credit sales begin. › Communities should be able to decide how they use their share.
Access to information and grievance redress	› Require financial statements and sales reports to be shared annually. › Communities should have the right to approve contracts with marketers or other third parties. › Ensure legitimate and accessible grievance mechanisms. › Set a shorter duration with periodic renewal and include termination clauses that protect land and revenue rights.

Community protocols

What is a community FPIC protocol, and why is it useful?



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A community protocol is a simple guide that sets out how the community will organize, discuss and decide.

Why it is useful

- It allows communities to define the process for negotiations and communicate to the developer how they will make decisions.
- It is defined by the community, based on its own approach to collective decision-making.
- It can be used to document the decision-making process to be used as evidence if any disputes arise in the future.
- Community protocols in FPIC processes are covered in Module 2, Part 2: Free, Prior and Informed Consent.

Community protocols

What is a community FPIC protocol, and why is it useful?


© Annie Spratt

Access to information

- List the information needed to decide, and how it will be shared across the community before or during meetings.

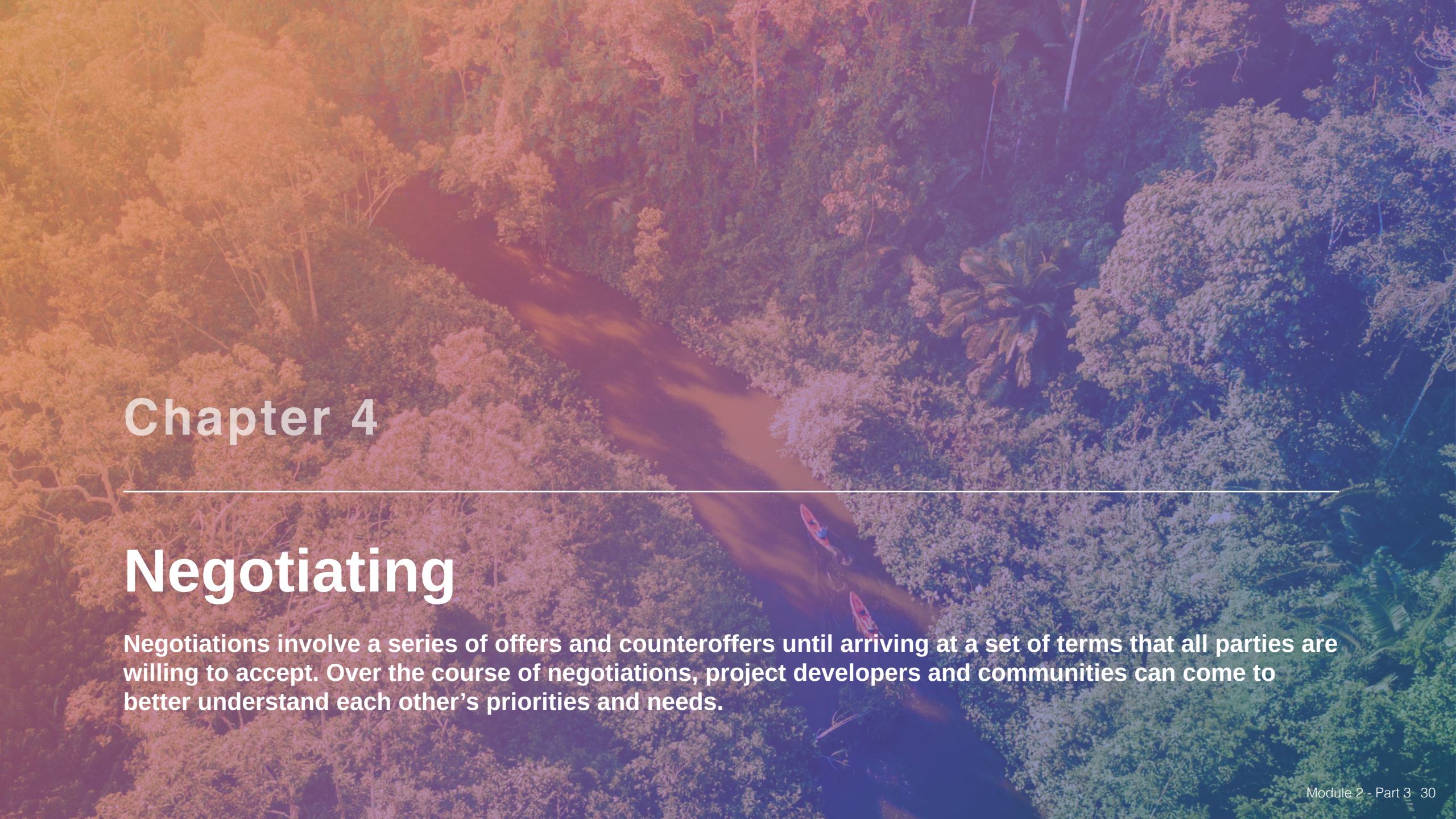
Collective deliberation

- Identify the forums that will be used to gather views from across the community. Define clear processes for how a final decision will be made.

Inclusion

- Hold dedicated meetings for women, youth and minority groups so that each can raise concerns and have a direct say.

Practical tips.
Communities should lead their own deliberation. The developer may be asked to organize meetings to share information, but it is best to discuss and decide in separate spaces. Proposing timelines that work for the community helps head off pressure to rush.



Chapter 4

Negotiating

Negotiations involve a series of offers and counteroffers until arriving at a set of terms that all parties are willing to accept. Over the course of negotiations, project developers and communities can come to better understand each other's priorities and needs.

Chapter 4 **Content**

- **How can communities assess an offer?**
- **How can communities make a counteroffer?**
- **How can communities navigate common challenges?**
- **How can communities deal with multiple actors?**
- **What should be checked before signing an agreement?**

How can communities assess an offer?

Review how these key issues are addressed in the draft agreement:

1. **Land governance**
   The project recognizes and maintains the community's land rights and ability to manage its land. It works with existing community governance bodies.

2. **Fair compensation**
   A percentage of gross revenue, not a fixed amount or a share of profits. Non-monetary benefits should be clearly identified and have a defined budget. Make sure the plan for marketing credits is clear and look for a minimum price and a cap on commissions.

3. **Safeguards for community rights**
   It should include protections for land rights, consent, and grievance redress. No liability for losses beyond the community's control, such as fires. Periodic review and renewal of contracts.



How can communities assess an offer?


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Questions to consider

- Which of the community's priorities are included, and which are not?
- Are there any red lines that are not acceptable under any condition?
- What concessions has the developer made?
- Which issues are most important to address in a counteroffer?

Practical tips

- Simplify the terms, for example with a community glossary or diagrams of how revenue is shared.
- Seek outside guidance if needed to understand any proposed terms or to identify genuine constraints that need to be considered.

How can communities make a counteroffer?

1. **Start from clear non-negotiables**
   Before responding to any proposal, be clear about the core priorities without which the community would not agree.

2. **Offer concessions that respond to the other side's needs**
   Look for alternatives that address real constraints on both sides, rather than rejecting concerns outright.

3. **Ground counteroffers in evidence**
   Ask for the assumptions behind the developer's figures, then use the same financial information to propose workable alternatives.

4. **Consider both immediate and long-term benefits**
   Understand the timeframe of each benefit. Many project jobs end after a few years, so prioritize benefits that continue to generate value.

5. **Know when to settle, and how to lock in gains**
   Judge whether the overall package meets community needs, including partnership and governance commitments, not only payments.



How can communities navigate common challenges?

Whether intentional or not, power imbalances affect negotiations. Anticipating them helps communities respond.

Technical overload	Difficulty accessing information	Pressure to rush	Pressure on individual leaders
Challenge Technical terms or large amounts of information that are hard to follow.	**Challenge** Key information described as confidential, such as contracts with marketers.	**Challenge** Requests to sign quickly, without time for collective deliberation.	**Challenge** Requests for leaders to decide alone or offers of individual benefits.
Response Pause, ask for plain-language explanations, and bring in independent advisors.	**Response** Ask for transparency on activities, land use and finances; pause negotiations until essential information is provided.	**Response** Be firm that proposals must be taken back to the community. Ask about any genuine external deadlines and, If appropriate, determine what would be needed to come to a decision within those timeframes.	**Response** Agree decision rules in advance and make clear that no one signs without collective agreement.

How can communities deal with multiple actors?


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When multiple actors are involved, it can amplify power imbalances and make it harder to reach an agreement.

The role of diverse actors	When communities are approached separately
Project developer. Implements the project and is the main party to the agreement. Co-implementers, and if needed a parent company, should also sign.	A developer may seek separate agreements with each community or choose which representatives or institutions to negotiate with.
Investors. Usually not a party to the agreement, but may set conditions that affect the negotiation.	Communities are in a stronger position when they agree shared priorities, form a single team representing all groups, and agree that no one signs until there is collective agreement.
Marketers. Sell credits for a commission. The project agreement should take precedence over marketing contracts, which communities can ask to review and approve.	Across large areas, clusters of communities can agree priorities and feed into one negotiating team.
Government agencies. Usually regulators that set requirements and oversee projects, not parties to the agreement. Where a government agency is the developer, for example in jurisdictional programmes or on state land, benefit sharing and safeguards are often set through national policies or programme-level plans. Communities may then need to engage through the programme's participatory processes rather than negotiating terms directly.	In most cases, communities can pause negotiations or walk away if needed.

What should be checked before signing an agreement?

Parties	Project description	Responsibilities and liabilities	Revenue sharing and benefits
› Are all actors responsible for managing the project included? › Are roles, safeguards and community participation in governance clearly defined?	› Are activities, land-use impacts and boundaries defined, including areas protected for community use? › Is the duration defined, with a shorter period for renewal?	› Are the community's obligations acceptable? › Will the community lose access to land or resources? › Is the community financially responsible if carbon stocks are lost?	› Are payments, timing and control of funds defined? › Do other benefits have budgets and timeframes? › Is the developer required to share financial statements and sales reports?

Before signing, bring the final draft back to the wider community for deliberation and have a lawyer review it if possible.





Chapter 5

Implementing the agreement

Getting to a fair agreement is a necessary foundation for an effective partnership. But it's only the starting point. Once an agreement is signed, communities can participate in decision-making about implementation and monitor commitments in the agreement to ensure they are met.

Chapter 5 **Content**

- **Governance**
- **Managing funds**
- **Monitoring**
- **Redress**
- **Renegotation**

Governance

How can the project be governed jointly?

The agreement should define the governance structures for decision-making and project management.

Three bodies often play distinct roles:

1. **Joint management committee**
   Forum for communities and the developer to make major decisions about implementation and oversee the project together.

2. **Community land management institutions**
   Oversee access to and use of resources, often through bylaws, and may manage conservation activities.

3. **Community trust**
   Manages the community revenue share.



© Nilotpal Kalita

Governance

How can the project be governed jointly?



Making governance work

- Set clear rules for decision-making, such as a constitution or bylaws, and identify decisions that need approval from the whole community.
- Provide training in governance, legal literacy and financial management for community representatives.
- Agree how representatives are selected and rotated, and how misconduct is addressed.
- Agree on a process for resolving disputes and proactively raise problems with the developer as soon as they occur, backed by evidence.

Managing funds

How can communities manage their revenue share?

Clear processes for deciding how to use funds and tracking and reporting on spending can prevent confusion or disputes within the community.

Legal and financial systems

- Set up a dedicated community bank account with multiple signatories.
- When possible, establish a legal entity such as a community trust, owned by the community rather than created by the developer or imposed by government.
- Choose a governing committee of widely trusted members, including people with financial management experience.
- Define clear rules for how decisions on the use of funds will be made.


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Managing funds

How can communities manage their revenue share?

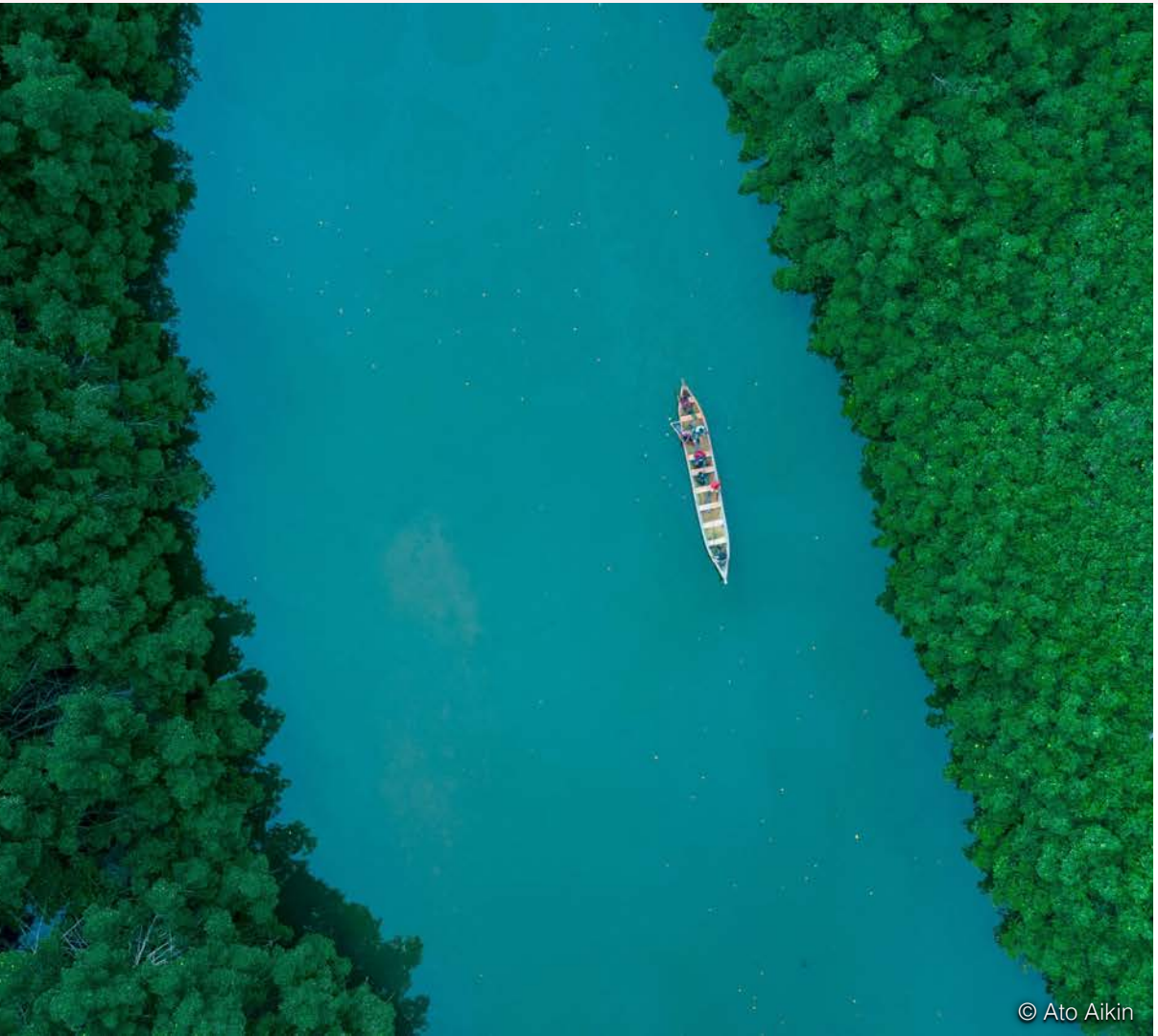
Planning and transparency

- Identify priorities together, using participatory methods such as needs assessments, ranking or voting.
- Consider a mix of collective projects and direct payments to households.
- Report on money received and spent at least once a year, and seek an independent audit of the community fund every three years.
- Review the plan every three to five years.



Monitoring

What can communities monitor, and how?



What to monitor	How to gather information
Project activities and land use	Logbooks of activities; field visits with the agreement in hand; participatory maps of expected and actual activities; time-stamped photos of any improper land uses.
Access and use rights	Records of any denial of access or use; group discussions with livelihood groups, women and youth; participatory mapping of changes.
Community stewardship	Registers kept by community land management bodies on how bylaws are applied and enforced.
Financial transparency and revenue sharing	Financial statements and sales reports checked against registry data and market prices; bank statements; an independent audit of project finances every two to three years.
FPIC and grievances	Records of meetings, attendance and commitments; how major decisions were made, including consent for major changes; a grievance log with response times.

Redress

What can communities do if commitments are not respected?

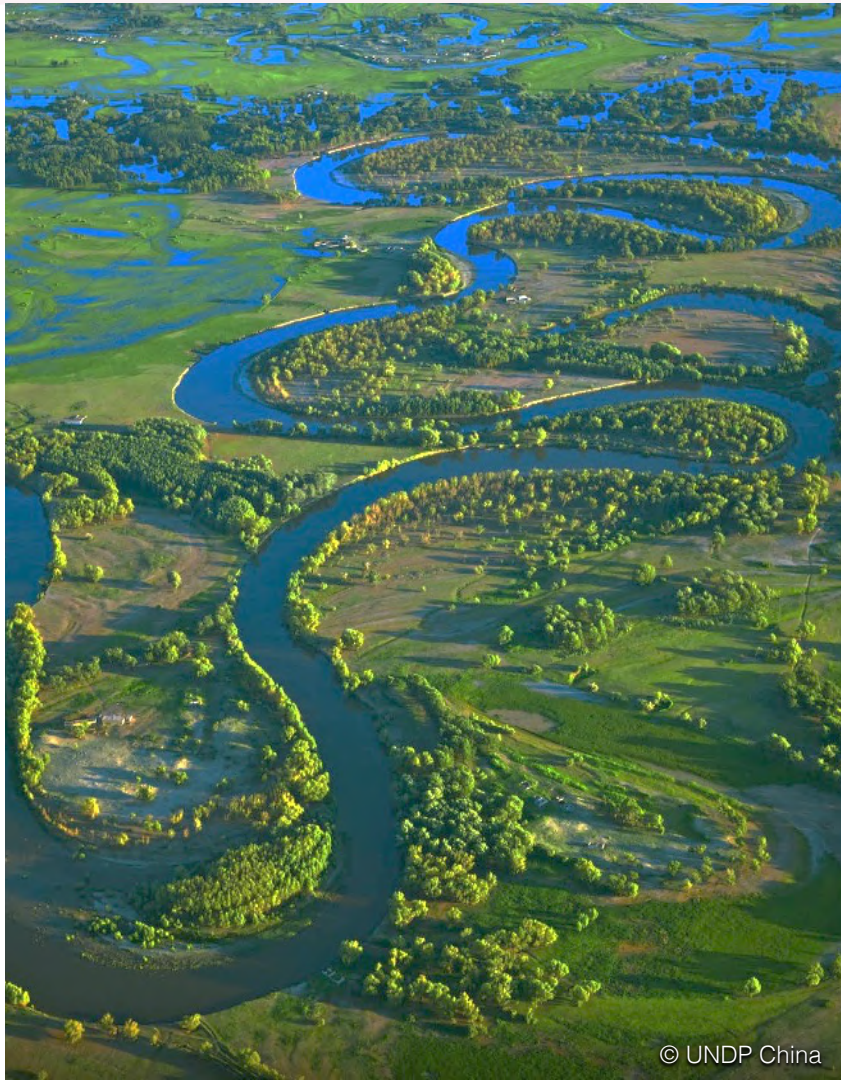
Each pathway for redress works best with clear documentation and a record of earlier attempts to resolve the issue.

1. **Engage the developer directly**
   Document what was promised, what has happened and the evidence. Write to request a meeting, propose a specific solution, and consider bringing a community advocate, local leader or trusted NGO representative to mitigate power asymmetries.

2. **Use grievance redress or mediation**
   Submit a short, factual complaint to the project-level grievance mechanism, stating the remedy sought. Independent mediation or arbitration may be available if a solution is not reached.

3. **Go to government regulators or the carbon standard**
   Regulators can investigate, suspend permits or require corrective action. Standards such as Verra and Gold Standard can investigate, audit or suspend a project.

See Module 2, Part 1: Stakeholder Engagement for what is expected of grievance mechanisms across the project cycle.



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Renegotation

When can the agreement be renegotiated?



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Carbon projects often run for 30 years or more, so agreements should provide for periodic review.

When	How to prepare
The agreement should have a defined duration, shorter than the life of the project, with a timeframe for review and renewal.	Base proposals on issues identified through monitoring: logbooks, meeting records, financial information and field observations.
Reviews typically take place every five to ten years.	Update terms that have been difficult to implement or no longer work for the community.
Termination clauses should set out what early termination means for land rights, access and remaining revenue.	Review the community revenue share, so that it rises in line with total revenue.

Key takeaways

Ten points that run across the chapters

1. **The agreement is central.** It sets land use and defines benefits for decades; what is not written down is hard to enforce.
2. **Negotiating is not consenting.** Choosing to negotiate starts a process; the community can still say no.
3. **Rights come first.** Clarify land and carbon rights, and document customary rights, before engaging.
4. **Request Information in writing.** From the developer, registries and regulators, and keep a file of key documents.
5. **Communities decide how they decide.** A community protocol sets out the process, timelines and how decisions are recorded.
6. **Communities are stronger when they negotiate together.** One team, shared priorities, and the inclusion of women, youth and minority groups.
7. **Proactively propose terms first.** This sets the community's goals the reference point, or anchor, for the negotiation.
8. **Ensure revenue sharing is clearly defined.** A percentage of gross revenue, payment timing, and community control over how their share is used.
9. **Engagement continues after signing.** Joint governance, transparent management of funds, and monitoring.
10. **Plan for dispute resolution and renegotiation.** Clear pathways for communities to raise concerns, and periodic renegotiation of terms.



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