Public Comment on the Longido and Monduli Rangelands Carbon Project (Tanzania, Project ID #4924)

Comments applicable to the validations under both the VCS and CCB

Survival International and Maasai International Solidarity Alliance (MISA)

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Contacts:

Organization : Survival International

Country: United Kingdom

Contact name: Paul Renaut

Email address: plaidoyer@survivalinternational.fr

Additional email address: maasaiinternationalsolidaritya@gmail.com

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1. Introduction

This proposed project reproduces a model of rangeland carbon offsetting that has already been subject to serious and unresolved criticism. It applies the same methodology (VM0032), the same core intervention (externally structured grazing management), and a highly similar theory of change as two other projects developed by the same proponent: the Northern Kenya Grasslands Carbon Project (NKGCP, #1468) and the Kajiado Rangelands Carbon Project (#4714), which is simultaneously under development. The proposed project is being developed by the same developer/proponent responsible for these other projects.

Those earlier projects have raised fundamental concerns regarding:

- the validity of additionality claims;
- the reliability of monitoring systems;
- the ability to account for carbon leakage in open pastoral systems;
- the integrity of Soil Organic Carbon accounting;
- the social and governance impacts on pastoralist communities, including critical issues of Free Prior and Informed Consent (FPIC), consultation and equity of benefits as well as impacts on mobility, communal land management and food security.

The information provided by the project proponent in the Project Description Document (PDD) does not demonstrate that these issues have been resolved. Instead, it largely reproduces the same assumptions and approaches.

These comments are divided into two main sections: first, those relating to **'technical' issues**, such as additionality and monitoring and, second, those related to **social issues, governance, human rights and legal issues.**

We are annexing to this Public Comment MISA's research report on Soil Carbon Credits in Northern Tanzania (Annex 1), which is to be considered part of our Public Comment on the project.

2. Technical issues

2.1 Additionality is asserted rather than demonstrated

The project's claim to generate additional carbon removals rests on a broad and weakly substantiated narrative of rangeland degradation. The PDD states that:

> "traditional nomadic movements… have been gradually replaced by sedentary communities whose members then continuously graze …leading to large areas of bare ground, eroded soil and diminished forage and livestock productivity. […] The project area, like much of the rangelands of northern Tanzania, has been heavily impacted by overgrazing by pastoralists"

Such assertions are presented as the baseline condition against which the project's benefits are measured. However, the PDD does not provide robust empirical evidence demonstrating sustained degradation attributable specifically to current grazing practices. For example, the document claims that satellite imagery shows that the NDVI values (Normalized Difference Vegetation Index) for the project area have declined since 2002, but does not present this data nor explain how it has been determined that any such decline is due to "overgrazing" rather than, say, climate change. Evidence from closely related projects shows that vegetation dynamics in such grazing systems are overwhelmingly driven by rainfall variability rather than grazing regime.

The PDD does acknowledge that NDVI is strongly correlated with rainfall and attempts to "correct" for this relationship using statistical analysis. However, the evidence presented relies on rainfall-adjusted NDVI analyses derived from a different geographic context (southern Kenya), which are assumed—rather than demonstrated—to be transferable to the project area. In fact the PDD's analysis relies on a comparison between heavily grazed communal rangelands and nearby "protected areas that represent low-grazing reference systems." This is not a credible counterfactual. Protected areas, by definition, exclude or severely limit livestock grazing and are subject to fundamentally different ecological and management regimes. The finding that NDVI is higher in such areas is therefore unsurprising and does not demonstrate that current pastoral land use is degrading relative to a realistic baseline. Nor does it provide evidence that modified grazing practices within pastoral systems would replicate the vegetation dynamics of protected areas. The comparison effectively contrasts grazed and ungrazed systems, rather than isolating the marginal impact of the project intervention.

Even where statistical controls are applied, rainfall remains a fundamental driver of vegetation dynamics, influencing not only plant growth but also grazing patterns themselves. In such a system, simple regression-based adjustments cannot reliably disentangle climatic effects from management impacts. As a result, the project has not convincingly demonstrated that observed or projected increases in vegetation—and hence soil carbon—are attributable to project activities rather than climatic variability.

The result is a false logic: historical degradation is assumed, the baseline is constructed on that assumption, and carbon gains are then credited against it. As the degradation is not convincingly demonstrated, the entire additionality claim is undermined. This goes to the core integrity of the credits that may be issued.

2.2. Monitoring is fundamentally confounded by rainfall variability

The project also relies heavily on satellite-derived vegetation indices (e.g. NDVI) and modelling to infer changes in soil carbon. However, in semi-arid rangelands, as already noted, vegetation productivity is highly sensitive to rainfall, with inter-annual variation often exceeding 100%. NDVI therefore tracks rainfall at least as strongly as it tracks grazing management.

This creates a critical attribution problem: even if vegetation improves, the project cannot reliably demonstrate that this is due to its intervention rather than favourable rainfall patterns. The project documentation acknowledges climatic variability and identifies drought as a key risk. Yet it does not provide a credible methodological solution to disentangle climatic effects from project-induced changes.

This opens the door to systematic over-crediting, where carbon gains driven by weather are incorrectly attributed to the project.

2.3. Soil Organic Carbon accounting relies on opaque and unproven modelling chains

The project does not directly measure soil carbon to assess SOC changes. (The project will only do direct measurements to recalibrate the model in 5 to 10 years, but that will not have any impact on all the credits issued up to that point). To support its annual issuance of credits, it uses estimates obtained through a chain of inference:

satellite data → NDVI → model → estimated soil carbon change.

Each step introduces uncertainty. Combined, they create a system that is difficult to independently verify, highly sensitive to assumptions, and prone to compounding error.

The Project relies on the SNAPGRAZE model to estimate soil organic carbon (SOC) dynamics but does not provide a clear quantification of model uncertainty or error margins associated with its outputs. The Project Document provides an estimate of total project uncertainty of approximately 22% (pp. 163–165) (based on simply applied flat rates of error, no explanation for which is given). However, the document does not clearly disaggregate uncertainty across the multiple stages of the modelling chain (remote sensing → biomass → soil carbon), nor does it provide a detailed explanation of how uncertainties are propagated through these steps.

This is significant given that comparable applications of the same modelling framework (e.g. the Northern Kenya Grassland Carbon Project) have reported substantially higher uncertainty ranges, in the order of approximately 26–38%. The Project Document does not explain this apparent discrepancy, nor does it provide sufficient information to assess whether the lower uncertainty estimate reflects improved data and calibration, or differences in methodological assumptions.

Furthermore, the document does not demonstrate whether the projected carbon benefits materially exceed the stated uncertainty margin. In the absence of such analysis, it is not possible to determine whether the claimed net sequestration represents a robust signal or falls within the bounds of model uncertainty.

In addition, the PDD states that “changes in SOC density are conservatively assumed to be zero in the baseline.” While presented as a conservative methodological choice, this assumption effectively bypasses the need to empirically establish baseline SOC dynamics. It implies that baseline trends are not directly measured but instead imposed by assumption, with modelled project scenarios then compared against a static counterfactual.

In the absence of clearly reported baseline SOC measurements and variability, it is not possible to determine whether projected carbon gains represent real increases over existing conditions or fall within the natural variability of the system.

Taken together, the reliance on indirect modelling, the absence of disclosed uncertainty ranges, and the assumption of a static baseline undermine confidence that the project can reliably quantify net carbon benefits. At minimum, the PDD does not provide sufficient information to assess whether projected sequestration exceeds the margin of model uncertainty.

Soil carbon in dryland systems is spatially heterogeneous, highly variable, and vulnerable to rapid reversal. Yet the project proposes to generate large volumes of credits on the basis of indirect modelling rather than robust empirical measurement. This approach does not meet a reasonable standard of evidentiary confidence for long-term carbon storage.

2.4 Leakage is intrinsic, substantial, and effectively unquantifiable

A key potential source of 'leakage' is when livestock moves outside the project area. In that case, this could result in denser vegetation inside the project area, but in less vegetation in neighbouring areas. The benefit to the vegetation density comes at the expense of neighbouring areas, and cannot be claimed as benefits arising from the project. Given that the project operates in a landscape defined by mobility, livestock routinely moves across village boundaries, across project boundaries, and across national borders. As well as the inherent 'leakiness' of this system, the nature of the area (very large, very sparsely populated and with very little fixed infrastructure), raises huge practical problems in monitoring what could be constant livestock movements into and out of the project area.

The PDD itself acknowledges historical grazing movements into Kenya and protected areas, the existence of a defined leakage zone beyond the project area, and the likelihood of "large-scale movement of livestock to areas outside the project area" during drought. This type of mobility is not just something that happened in the past, it is central to how pastoralism operates.

Recent research suggests that pastoralists in the targeted area are adapting to climate change by travelling further, as evidenced by a 2025 article published in Rangeland Ecology and Management documenting changes in livestock movements in Longido and Monduli districts (Treydte et al.)[1].

It found that:

- pastoralists are adapting to increasing drought frequencies by moving further away to other grazing lands (68%), followed by feed supplementation (52%) and herd splitting

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[1] Anna Christina Treydte, Amana Othman Kilawi, Janeth Baraka Mngulwi, and Gladys Lendii, "Biophysical Challenges to Pastoral Mobility in Northern Tanzania," Rangeland Ecology & Management 104 (2026): 58–66, https://www.sciencedirect.com/science/article/pii/S1550742425001538 .

(51%), which means that small livestock (goats, sheep) stays close to the homestead while larger livestock (cows) is taken to graze in far away places;

- pastoralists travelled up to 644 km for 16 days in recent severe droughts;

- shortage of food as a result of drought and invasive species was mentioned by half of participants in the research; and

- longer movements are associated with higher risks and higher workload for women. Yet they are life-saving.

It concluded that: “Movement and, thus, extensive grazing are essential to maintain healthy rangelands.” Therefore, these are not peripheral risks—they are central features of the system.

The project does recognise the risk of leakage and attaches a relatively high risk level to it (25%). However, whether or not leakage is detected and calculated in practice depends on the quality of monitoring. Leakage monitoring relies on grazing coordinators, local reporting, and tracking of herd movements. A large amount of evidence from the earlier NKGCP project shows that this approach has been a very unreliable means of monitoring herd movements or leakage[2]. Even after several years of training and implementation, the reports and maps presented by the NKGCP’s grazing coordinators were demonstrably of no use in determining livestock movement and hence leakage off the project area. The plans set out above suggest a level of monitoring and coordination that seems wildly implausible in the context in which the project is occurring.

The PDD describes a monitoring system in which grazing coordinators record livestock movements using GPS-enabled or other spatial tracking tools. The document indicates that other projects have used this approach for a significant period, but it does not provide any empirical evidence of how this system has performed in practice, nor any data demonstrating its effectiveness in capturing livestock movements at scale.

This absence of reported results is particularly significant given the complexity of pastoral mobility in the region. Furthermore, under the grouped project structure—where new areas may be added over time—it is not always clear which specific villages or grazing units are actively participating, monitored, or included within the credited project boundary at any given time. This raises additional concerns regarding the completeness, consistency, and verifiability of the monitoring system.

In practice, it is highly likely that grazing pressure will be displaced rather than reduced, impacts will shift geographically, and credited carbon gains will not represent net climate benefits.

2.5. The grouped project structure undermines validation and accountability

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[2] See Blood Carbon, March 2023, Survival International, https://assets.survivalinternational.org/documents/2466/Blood_Carbon_Report.pdf

The project is structured as a grouped project, allowing new areas to be added without full validation. The initial validated area would represent only a fraction of the total proposed geography, which would extend to over one million hectares. The PDD states that new areas may be added provided they share similar baseline conditions, similar additionality characteristics, and similar monitoring approaches. This is a weak safeguard. In reality, ecological conditions vary significantly across landscapes, social and governance structures differ between communities, and assumptions derived from initial sites may not hold elsewhere.

This structure allows large-scale expansion – from the current claimed ~220,000 hectares, to ~1 million hectares in 2027[3] - on the basis of limited initial evidence, reducing the credibility of the project as a whole. As is illustrated in Section 3 below (especially 3.3), there are reasons to seriously doubt the validity even of some of the existing claimed community sign-ups. There would need to be very careful village-by-village validation scrutiny of whether there has been, for example, duress placed on village councils or other people to sign up, on whether villages hold proper land certificates, and on whether there is, for example, any conflict with neighbouring communities, any of which could invalidate communities' land being enrolled in the project. The grouped project structure would by-pass this entirely, and allow the project itself to determine whether villages are able to join. The project developer has, of course, a very strong vested financial interest in ensuring that more villages sign up, regardless of whether this is legitimate or not. We argue that the developer has already shown highly questionable scruples in this, as shown below in Section 3.

2.6. Permanence assumptions are not credible in a drought-prone system

The project assumes consistent annual carbon removals over a 40-year period. This assumption is difficult to justify in a system characterised by high rainfall variability, recurrent drought, livestock mobility, and ecological uncertainty. The actual fluxes in soil carbon under such circumstances are very poorly understood. The PDD itself acknowledges that extreme climatic events may significantly disrupt grazing patterns. A recently published paper has found that soil carbon is likely to be lost more rapidly under conditions of drought[4], which is already increasing due to climate change in the project area. The project's non-permanence risk report is not available for scrutiny.

Soil carbon gains in such systems are inherently fragile. The project does not provide sufficient assurance that credited removals will be durable over time.

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[3] See Longido-Monduli Rangeland Carbon Project (LMRCP), VER Estimation Projections at Full Buildout of the Grouped Project March 2026, Soils for the Future Tanzania and CarbonSolve https://registry.verra.org/mymodule/ProjectDoc/Project_ViewFile.asp?FileID=147417&IDKEY=88723kjnf7kjandsaslmdv09887vaksmrmnwqkjoiuanfnfuq08203288043

[4] See Xishu Zhou et al, Drought amplifies warming-induced soil carbon loss in a decade-long experiment, Nature Climate Change, 13 March 2026 DOI: 10.1038/s41558-026-02584-2, https://www.nature.com/articles/s41558-026-02584-2

More generally, there is no scientific evidence that rotational grazing, as put forward by Soils for the Future (SftF), will ensure that more carbon is stored in the soil. A global assessment[5] found that shifting to rotational grazing does not produce statistically significant improvements in plant cover, biomass, or animal productivity compared to existing grazing patterns, indicating no demonstrable benefits in rangeland production outcomes.

3. Social, governance, human rights and legal issues

3.1. Competition and overlap between the Longido and Monduli Rangelands Carbon Project (LMRCP) #4924 and Resilient Tarangire Ecosystem Project (RTEP) #4742

There are two competing projects being developed in the same area: the Longido and Monduli Rangelands Carbon Project (LMRCP) #4924, developed by Soils for the Future, and the Resilient Tarangire Ecosystem Project (RTEP) #4742, developed by The Nature Conservancy (TNC). This competition is leading to a carbon crediting race: carbon proponents are exerting tremendous pressure on villages to sign and fostering community conflicts.

Given that there cannot be two carbon offset projects in the same area with very similar objectives, the development of both projects should be halted until such time as, inter alia, the respective proponents have clarified which specific communities they are targeting and that they have agreed how the two projects will relate to each other.

3.2. FPIC and Community Participation Claims

The project affects a very large population—over 230,000 Indigenous People across more than 60 villages. It proposes a 40-year intervention with long-term contractual implications.

While the PDD describes consultation processes, there are serious concerns. The Project Document makes extensive claims regarding the scope and effectiveness of consultation and participation processes undertaken with local communities in Longido and Monduli. It states that information about the project has been disseminated through village-level meetings, engagement with village assemblies, and consultation with traditional leadership structures. The document further suggests that these processes were designed to ensure that communities were informed about the nature of the project, including its objectives, activities, and potential benefits.

It claims that these consultations were conducted in accordance with principles of Free, Prior and Informed Consent (FPIC), and that they involved clarification of land tenure arrangements, identification of rights holders, and agreement to participate in the project through established village governance mechanisms. The Project Document also indicates

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[5] Heidi-Jayne Hawkins (2017) A global assessment of Holistic Planned GrazingTM compared with season-long, continuous grazing: meta-analysis findings, African Journal of Range & Forage Science, 34:2, 65-75, https://doi.org/10.2989/10220119.2017.1358213

that local leadership structures were used to communicate information more widely within communities, with the aim of ensuring broad awareness and participation.

The reference to FPIC indicates that the project proponent is aware that the Maasai people living in the targeted areas are Indigenous Peoples under International Law and that this status grants them specific rights that cannot be taken away, including full self-determination over their lands. However, the documentation provided offers limited detail on the depth, consistency, and inclusiveness of these processes. In particular, there is little evidence demonstrating how information was communicated at the household level, how understanding of complex issues such as carbon rights, long-term contractual obligations, and potential risks was ensured, or how dissenting views were identified and addressed.

Research conducted by MISA (see **Annex 1, MISA research report**) in January 2025 across 13 villages and follow-up research since last year show a complete lack of adequate information and understanding about carbon rights at community level, with no clear communication by the proponent on the long-term obligations, and potential risks to communities, both at the collective and at household level. The grouped project structure allows new areas to be enrolled over time, raising further questions about ongoing consent.

Our field research attests that FPIC was not respected at the moment of the signature of the contracts and that the projects continue to be highly contested at community level. The communities' testimonies show that the "consultation" processes described by the project proponent cannot be considered as a process designed to obtain their Free, Prior and Informed Consent. In particular, it raises questions as to whether community members were adequately informed of the long-term implications of participation in a 40-year carbon project. Any consent that may have been obtained from some representatives through this flawed process cannot be considered fully informed.

Free, Prior and Informed Consent must be ensured at all stages, from project identification to formulation, implementation and closure. This means consent can also be withdrawn. FPIC should be obtained before communities enter into any carbon contracts, and all members of the community should be involved. The Environmental Management (Control and Management of Carbon Trading) Regulations, 2022 as amended in 2023, state (Regulation 18) that projects must obtain free, prior, and informed consent (FPIC) from local communities. The principle of FPIC is also enshrined in international human rights law (ILO Convention 169, UN Declaration on the Rights of Indigenous Peoples).

We found that the conditions are not in place to ensure FPIC as indicated by:

- Limited public participation in the process of training, awareness raising, elaboration, and monitoring of the carbon contracts;

- A concentration of power and information on the carbon credit business and contract implications is in the hands of the village council while the rest of the community has very limited or no awareness, especially women. The

village council is by law composed of 25 members (out of which only 7-8 need to be women) and is the legal entity with the power to enter into a carbon credit contract on behalf of the village. However, the proposal must be validated by the Village General Assembly. We found that most project-related trainings and discussions only involve the village council and some traditional leaders or influential people in the village; attendance in the village assembly meetings was overall very low and involved only a small proportion of the village population and in some places complained of being forged;

- No involvement of other Maasai communities (outside the village) impacted by the carbon project in the FPIC process, despite the anticipated impacts of the project clearly extending outside the village boundaries

- A clear knowledge gap on how the voluntary carbon market operates, the global context in which it has developed and the lack of a regulatory framework governing it, and the implications of entering into a carbon contract. This knowledge gap is observed in all villages except for the few members of the village government who have more information. CSOs and other stakeholders, including decision-makers, were also found to have very little knowledge and capacity on soil carbon business;

- A total lack of transparency as the signed contracts with SftF are kept secret (confidentiality clause); it appears that the clauses of the contract are presented to the village council and the few people attending the village assembly; however, community members are unable to explain what clauses are contained in the contract signed by their village;

- A lack of access to independent legal advice; the only legal opinion community members have access to is that of the district legal advisor, a government employee. This might create a conflict of interest since the district is also a beneficiary of the profit-sharing scheme of the project and has been shown to pressure communities to sign **(see Annex 10, Soils for the Future contract, for evidence);**

- A lack of access to independent and neutral information, as community members only receive training by carbon proponents which is not impartial. As a result, the few communities members trained do not have sufficient bargaining power and are not in a position to co-design the contracts;

- Termination of contract process is complex and almost untenable and it favors the implementing proponent. Eluai Village made its decision to terminate the contract more than a year ago, made it clear to SftF, but this

has not been taken into account and Eluai is still considered enlisted in the project (see more on Eluai under section 3.2.1);

- A lack of independence as the district government is party to the agreement and mediation processes. This creates a conflict of interest reinforced by the fact that the benefit-sharing agreement allocates 8 % of the carbon revenues to the district; in a country that does not respect the rule of law and that is known for its authoritarian regime, this is highly concerning;

- Carbon proponents do not adequately communicate their FPIC policy and are not documenting and making their efforts to implement and guarantee it publicly available.

The payment of 2 USD/ha by Soils for the Future Tanzania (see section 3.5 below) when villages get into carbon deals influences the process and is contrary to FPIC. We consider it a form of corruption. The lack of access to independent legal advice is highly problematic. The contracts that have been signed so far have all been processed during election year, which was marked by intense politics, surveillance, criminalization of activists, forced disappearances, and killings.[6] Government involvement in the contract signing process renders FPIC impossible in such conditions.

Meaningful Free, Prior and Informed Consent requires full understanding, broad participation, and the genuine ability to refuse. The documentation provided does not demonstrate that this standard has been met.

3.2.1 Impossibility to terminate the contract – The case of Eluai

Village authorities who attempted to withdraw from the project were threatened and coerced into contracts that remain unknown to the majority of community members. One prominent example is Eluai village[7]. Eluai's village assembly decided to terminate the contract. This termination procedure started after widespread criticism in the community, which did not give its consent to the project. The letter in **Annex 3** dated February 2025 from the Chairman of Eluai to Soils for the Future explicitly requests that Soils for the Future discontinue any activity in the village. The letter dated July 2025 in **Annex 4** confirms the decision to terminate the agreement, and details the appropriate instances in which this decision was made.

As early as June 2024, youth members of Eluai village had organized a protest during which they closed the village office (**Annex 2**). They asserted that the village chairperson had agreed to convene a collective meeting to discuss the termination of the contract but failed to attend as agreed. Subsequently, they came to an agreement regarding the termination of the contract and the youth were satisfied and re-opened the village office (**Annex 5**).

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[6] https://www.hrw.org/news/2025/12/08/tanzania-crackdown-ahead-of-planned-protests; https://www.youtube.com/watch?v=6bncD4R7YkY;

[7] "The people have said 'No to carbon'", Ngisha Sinyok, Eluai Village, Survival International, 2025 https://www.youtube.com/watch?v=YpDbIN2ozQA

This evidence confirms that free, prior, and informed consent was not obtained by Soils for the Future in Eluai. Eluai village has made its decision to terminate the contract very clear. Despite this, Soils for the Future is not taking any action to recognize this decision, and continues to insist that Eluai is still part of the project.

Since rejecting this carbon project, the situation in Eluai has been extremely complicated. The Eluai village chairperson has been threatened by government authorities for leading his village to terminate the contract. He wrote many letters to SftF asking them to take back their dowry money (2 USD/ha), but they ignored these requests. Recent evidence indicates that the responsible district government is now refusing to fund a water project in the village, to which it is actually obligated. The justification is that there is already money available from the carbon project. If SftF was taking FPIC seriously, this village would not have been included in the list they claim to have enrolled.

3.2.2 Rejection of the project – The case of Lesing'ita

Three traditional leaders of Lesing'ita villages that we interviewed in March 2026 (**see Annexes 15, 16 and 17)** attest that they formally and clearly rejected the proposed carbon credit project developed by Soils for the Future. Despite their rejection, a few village council members decided to move ahead, which is a clear breach of FPIC. Maasai, as Indigenous Peoples, enjoy all the rights conferred to them under the UN Declaration on Indigenous Peoples Rights (UNDRIP). UNDRIP affirms that Indigenous Peoples have the right to maintain, strengthen, and develop their own distinct political, legal, economic, social, and cultural institutions. It guarantees the right to maintain traditional governance structures, determine their own membership, and apply customary laws in decision-making and dispute resolution, often as part of the broader right to self-determination.

The FPIC process as conceived by Soils for the Future does not prevent elite capture as there is no quota in place to qualify the Village Assembly as valid.

3.3 Legal issues regarding villages and borders

Some villages have been targeted and have signed a letter of intent by Soils for the Future even though they do not have a valid village land certificate. This is contrary to the Tanzania carbon trading regulations and global certification requirements because these villages don't have the legal right to sign contracts and sell carbon (see MISA report in **Annex 1**, pp. 26-27). Similarly, some villages are in boundary conflicts with each other and should also not have entered into carbon agreements. We detail some examples below.

3.3.1. Boundary conflict – The cases of Selela, Lesimingori and Mbaash

One of the villages that entered into an agreement with Soils for the Future, Mbaash, has been identified as being involved in an ongoing boundary dispute with the neighboring villages of Selela and Losimingori (see **Annex 6)**. By entering into the project, Mbaash has included within the scope of the contract certain grazing areas that are subject to shared use with these neighboring villages, without obtaining their consent. Accordingly, there is no valid legal basis for the inclusion of the disputed areas within the contract. **Annex 6**

provides evidence of the complaint raised by affected villages and indicates that the project, even before having started, is already creating inter-village conflicts.

3.3.2. Boundary conflict – The cases of Kimokowa and Orbomba

A similar situation is occurring between the villages of Kimokowa and Orbomba. **Annex 11** provides proof that Kimokowa, which signed the carbon contract, has no village land certificate. It also provides a copy of a letter signed by Orbomba Village about their Boundary Dispute with Kimokowa Village which has signed a contract which will negatively impact their shared grazing areas, without their consent. Cases of conflicts between villages are multiplying even before the formal start of the project.

3.3.3 Lack of village land certificates – The cases of Noondoto and Engusero

This is the case for the villages of Noondoto (see **Annex 7 for evidence of lack of village land certificate**) and Engusero (see **Annex 8 for evidence of lack of village land certificate**), both of which have signed an agreement with Soils for the Future, without having a village land certificate. It was therefore illegal for them to enter into this contract, and Soils for the Future should never have signed it. This is evidence of the low standards applied by the project proponent.

A similar situation was found in Engushai and could be happening in other villages.

3.4. Women excluded from land and village governance structures

Women and youth are systematically left out of the carbon training and decision-making processes; their participation in the village council and village assembly meetings is limited and not adequately encouraged and guaranteed; properly involving women, youth, and other marginalized people requires putting in place a dedicated process to ensure their proper involvement.

Women are the backbone of the community. They are often the majority due to outmigration of men and male youth. Yet, their participation in land and pastoral governance is structurally limited (see **Annexes 12, 13 and 14, which provide academic evidence about the structural exclusion of women from land and grazing committees as well as local government institutions like the Village Council**). The reports found that even if they are present, women are often not in a position to voice their concerns due to social norms and that specific measures must be put in place to ensure their FPIC.

In addition, the statutory requirement that 7 out of 25 village council members be present for decision-making does not align with the standards of Free, Prior, and Informed Consent (FPIC), which are intended to ensure that the community as a whole has an opportunity to be heard and to provide consent. Finally, village assembly meetings may convene only a limited portion of the community, as no minimum threshold for women's participation is established for the assembly to be considered valid. While there are quotas in place for one third of women to sit on the village council (which we believe is insufficient and should be

50%), no quota is in place to ensure gender balance at village assembly meetings. The village assembly is the ultimate decision-making power at village level.

For all the reasons outlined above, we have serious concerns about the systemic and structural exclusion of women from decision-making at various levels and about their complete lack of involvement and consent to this project as we have witnessed also in the research conducted in January 2025.

3.5. Problems in relation to 2USD/ha = 'dowry money' = corruption

Villages are being offered what they call engagement or 'dowry money' of 2 USD/ha by Soils for the Future. This amounted to a single payment of 40-130 million Tsh (15,000 to 50,000 EUR) in the villages MISA visited. In most places, 50% of this money was used for removing invasive species in the rangelands, and 50% was set aside for building a school or health centre or village government facility. Handing out money outside of the contract interferes negatively with the FPIC process as it influences people's judgement.

On page 72 of the PDD, the proponent indicates in response to our earlier complaints regarding this practice, that:

> "Upfront payment to Villages is made only after the lengthy FPIC process has been completed, agreements are signed, RRG plans have been developed, and benefit sharing proposals have been developed with the support of the District. The Villages are required to do significant work to coordinate this part of the project start-up process, and incur significant cost to do so, which the upfront payment helps to defray. There is no element of corruption; in fact, the process has been legally vetted by the Proponent's counsel, the District, and the national government have endorsed the project – see the public comment from Prof.Zahabu below issued by Verra 28 October 2025".

We wish to highlight two elements in response. First, the quote above indicates the level of complicity between authoritarian state institutions and Soils for the Future, which has led to a situation in which villages are **coerced** and not invited to sign. This is contrary to FPIC.

Second the proponent recognizes that the project development process involves important costs yet the contract indicates that these costs will be deducted from the income derived from the selling of carbon credits. It is clear from the research we conducted that these financial dimensions are not properly understood by community members and that therefore FPIC is completely undermined.

3.6. Unfair and Problematic contracts

A preliminary analysis of some of the SftF contracts (see **Annex 10**) that we were able to access (which proved very difficult due to lack of transparency and confidentiality clauses) reveals that villages are asked to sign two separate contracts: one for the transfer of carbon

rights, the other concerning the sharing of benefits. MISA lawyers analysed all the clauses in these contracts between proponents and villages and found serious issues (see **Annex 1, pp. 28-31, for a full list of legal issues that should be seriously considered**).

Key concerns about the SftF contract include:

a) unsatisfactory FPIC process;

b) unclear and detrimental termination clauses;

c) inadequate dispute resolution mechanism involving the district despite the existence of a clear conflict of interest since the district receives a share of the carbon credits sold and may not wish to see the contracts terminated;

d) involvement of the district legal officer as witness and facilitator leading to a lack of independent process;

e) confidentiality clause impeding the FPIC process;

f) restrictions on the use of the land for any other uses during the duration of the contract.

On page 72 of the PDD, the proponent indicates in response to our earlier complaints regarding the contracts, that:

- "The Comment provides no evidence the LMRCP team is offering 5-year contracts". We provide this evidence in **Annex 9** which is a MoU stating in its clause 3.1. that the agreement is for 5 years.
- Drafts of the contracts have not been kept confidential – instead the villages have shared them widely and were available for MISA to review. We refer to **Annex 10** which is a copy of a SftF contract and to its confidentiality clause which indicates that confidentiality is indeed part of the ways of working of the proponent, impeding FPIC."

According to Tanzanian law, villages are supposed to participate in formulating the contracts. **Village councils are the competent authority to formulate, sign and supervise the carbon contracts. However, we found that they are excluded from the drafting process beyond determining the size of the pasture-land to be included in the contract.**

3.7. Impacts on grazing practices and communal land use

The project repeatedly claims that it will "revitalize traditional pastoral mobility." This is highly misleading. The system described in the PDD—rapid rotational grazing (RRG)—involves tightly grouped herds, externally coordinated movements, prescribed grazing schedules, and formal monitoring by project staff. This is not a continuation of traditional Maasai grazing practices. It is a new and externally structured system inspired by Western science tested in other climatic conditions (US, France) that are not replicable.

The PDD itself acknowledges that the approach requires behavioural change, that it may conflict with existing cultural practices, and it imposes new forms of regulation on pastoral

movement. Framing this as “traditional” obscures the scale of social transformation involved and risks misrepresenting the nature of the intervention to both communities and credit buyers.

In fact there are many concerns and fears held by Maasai pastoralist communities within the project area, the key ones of which are as follows:

- The project will **severely restrict land use and mobility** and disrupt traditional grazing practices;

- The project will **displace traditional land use practices** and take the land out of the community's control to place it in the hands of an outsider, dismissing Indigenous knowledge;

- The project will **introduce rigidity in land use and prevent communities from responding to climate variability** in a flexible way. Community members pointed out that their current grazing practices and mobility allow them to maximise access to water, salt licks or grass. With climate change, protecting and ensuring full mobility will be more important than ever, they argued. Some also indicated that the very dry Longido climate makes it unrealistic to keep grasses at levels above 10 cm;

- The project will prevent Maasai pastoralists from **sharing grazing areas with other Maasai**[8]. We asked participants to identify and list all the communal grazing areas they rely on at different times of the year and share with other Maasai. All the people we interviewed were able to designate these areas in detail as well as their arrangements with other communities. Beyond sharing grazing areas with neighbouring villages, we found that most communities go long distances to graze in common areas they share with other Maasai - especially in times of severe drought -- or welcome other communities into their areas. They are concerned that these grazing areas will be incorporated into one of the two soil carbon projects and hence reduce or block their availability for grazers not within that project.

- The project will bring **intra- and inter- community conflicts and tensions**. A typical example that was given was the following case. If village A shares a grazing area with village B and village A enters into a carbon agreement, then allowing access to livestock from village B or taking livestock outside the project boundaries will result in financial loss. In the process of implementing (rapid) rotational grazing, livestock movements will be monitored to ensure that a) there is no encroachment (livestock from other areas coming in) and b) there is no leakage (livestock leaving the project boundaries). While this will not be strictly prohibited, it will lead to fewer carbon credits sold, hence less financial revenues. There seems to be nothing in place in the

[8] See https://www.youtube.com/watch?v=yUluca680VE and https://www.youtube.com/watch?v=J6_5rSYWSr8 for explanations of the Maasai communal grazing system by the Maasai themselves during an event in Brussels organized by Carbon Market Watch)

projects to address such concerns.

- The project will **restrict access to refuge areas in times of drought**. Maasai community members explained to us that they keep aside some refuge areas that are mostly used in case of severe drought. Despite the fact that these places are within the village land (Engaruka, Magadini, Loondolwo, Ngarasero) they always welcome and accommodate pastoralists from outside those particular villages to use these strategic areas. For instance, the plain between Gilai mountain to Oldonyo Lengai to the outskirts of Kerimasi mountain are communally shared by three districts such as Ngorongoro, Longido and Monduli. The community representatives also explained to us that they welcomed pastoralists from Ndinyika and Sanjan in Malambo from Sale Division of Ngorongoro following the 2022 eviction where the great plain of Sanjan was turned into a Game Reserve and the people were left without alternative rangeland. Our meetings also showed that pastoralists from outside the villages had to construct temporary/seasonal bomas (Ronjoi) in the pasture land until the drought ended, when they returned to their villages. People in Ketumbeine Division (Olopolosek, Orkeju Loongishu, Engushai, Armanie) fear that if the villages surrounding Ngarasero, Oldonyo Lengai and Engaruka enter into contract carbon business, it will be the end of pastoralism. **Maps of Longido[9] and Monduli[10] show the grazing areas** used for the different seasons. The grazing areas are communal and extend beyond village boundaries. The DLTP project has also documented livestock routes in Longido. While long-distance migration is observed among pastoralist herds in all districts, the longest distances are observed in Longido because it is the driest district in the country. **This means that mobility will be key to survival in Longido. Strategic mobility is a key coping mechanism against livestock death in times of drought and should be preserved as climate change brings more frequent and severe droughts.**

3.8. Undue influence and interference of the state

No legislation exists to guide dispute resolution. The procedures outlined in the reviewed contracts lack legal standing and are impractical, especially since the designated authorities are also project beneficiaries and tend to be biased toward the proponents.

3.9. Absence of national legislation regulating soil carbon projects

In October 2022, the Minister of State, Vice President's Office, Union and Environment published the Environmental Management (Control and Management of Carbon Trading) Regulations, 2022, under Government Notice (GN) No. 636, signalling Tanzania's formal participation in the global carbon trading industry. Amendments were introduced in October 2023 under GN 721. The Regulations establish the institutional framework for carbon trading, requirements and steps for carbon project registration (from concept note to project document to international validation), stakeholders' involvement, and the introduction of a

[9] https://dtlp.nottech.co.tz/Longido_GA.html
[10] https://dtlp.nottech.co.tz/Monduli_GA.html

costs and benefit sharing scheme. In addition, non-binding National Carbon Trading Guidelines were published in October 2022 (**see Annexes 18 and 19)**.

The regulations were not initially designed for soil carbon projects. It is unclear if and how the benefit-sharing percentage provided in the guidelines applies to soil carbon. In addition, the Regulations prioritise conservation and profit over land and human rights.

One of the main changes introduced by the 2023 amendment to the Regulations is that, in the case of non-REDD+ projects (like soil carbon), the distribution of benefits is to be negotiated directly between the project proponent and the Managing Authority. **This means that the benefit-sharing agreement depends entirely on the ability of villages to negotiate with SftF. This does not adequately protect local communities.**

3.10. Claimed social benefits are expansive but weakly substantiated

The project makes wide-ranging claims about potential improvements in livelihoods, health, education, and well-being. However, many benefits are described in very general terms, key implementation details remain undefined, and there is limited empirical evidence supporting projected outcomes.

The Project Document contains only limited and high-level information regarding the structure and operation of benefit-sharing arrangements. While it refers to the existence of mechanisms through which participating communities will receive a share of project revenues, it does not clearly specify how these revenues are calculated, what costs are deducted prior to distribution, or how net benefits are ultimately determined.

In particular, there is no transparent accounting of what revenues will be net of. It is reasonable to assume that a range of costs—including those associated with project development, implementation, technical partners, validation and verification, registry fees, and administrative overheads—will be deducted before any distribution to communities. However, the Project Document does not clearly set out these cost structures, nor does it provide sufficient detail to allow participating communities or external reviewers to assess the likely magnitude of net returns.

The Project Document also refers to contractual arrangements underpinning the project's financing (such as from Volkswagen) and carbon credit transactions, but provides no detail on the terms of these agreements or their implications for benefit distribution. It is therefore unclear how revenues from carbon credit sales will be allocated over time, whether any priority claims exist over those revenues, or how risks—such as underperformance or reversal—would affect payments to communities.

As with the consultation and consent processes described above, the documentation provides little evidence that the details of these financial arrangements have been fully communicated or understood at community level. Our field research conducted in January 2025 and on an ongoing monitoring basis since then raises concerns that community members were not aware of the specific terms governing benefit sharing, including how revenues would be calculated or distributed.

More broadly, while the Project Document repeatedly refers to a “benefit-sharing mechanism”, it does not clearly describe how this mechanism operates in practice. There is limited information on who is responsible for managing funds, how decisions on allocation are made, what governance or oversight structures are in place, and what accountability mechanisms exist to ensure transparency and equitable distribution.

The PDD states that “51% of net revenues will be distributed to the community as per government regulations”, yet, as discussed above, there is no government regulation to oversee this. What the proponent likely means is that this provision follows the government guidelines, but even this is incorrect. **The government guidelines explicitly state that such a percentage should refer to gross revenues. The difference is significant: benefit-sharing agreements based on gross revenues rather than net revenues provide a fairer, more consistent, and more transparent flow of funds to communities, as they avoid potentially questionable and 'creative' profit-based accounting models.** Given that this project's benefit sharing is based on net revenues, the risk of unfair practices and creative accounting to reduce the amount of money reaching communities is significant. The PDD states that “Summaries of financial reports to demonstrate transparency of project cash flows will be presented to the Advisory Council”. This is particularly worrying given that the PDD commits only to sharing summaries of financial reports rather than full, integral financial reports, which can obscure how significantly gross revenues may differ from net ones.

The concerns above are compounded by the absence of detailed, publicly accessible information on benefit-sharing arrangements, which creates a significant risk of opacity, mismanagement, and unequal distribution of project revenues. Specifically, it is not stated which financial vehicle would be used for flows of carbon credit revenues, and what access supposed beneficiaries would have to the audited financial records of that vehicle to ensure they are receiving their rightful allocation. In large-scale, long-term projects of this nature, such lack of clarity risks communities not receiving their fair allocation, and is likely to undermine community trust and may give rise to disputes or unintended social impacts. In the absence of such information, it is not possible to determine whether the project’s claimed community benefits are substantive, or whether they may be significantly reduced by upstream financial and contractual obligations, or not be transparently allocated at all. This in turn determines whether the communities’ understanding of the likely benefits (an important part of the ‘Informed’ in FPIC) is justified or not.

3.11. Carbon rights arrangements transfer effective control away from communities

The project states that carbon rights originate with communities as landholders. However, communities are required to sign carbon rights assignment agreements, project ownership is effectively vested in the project proponent, and the proponent controls issuance and sale of credits. This creates a clear asymmetry: communities bear long-term land-use constraints and risks, while control over carbon assets and market participation is

centralized. The implications for benefit distribution, liability, and long-term autonomy are not adequately addressed.

4. Conclusions

This project proposes to generate large volumes of carbon credits from a complex and highly variable pastoral system using indirect measurement, contested assumptions, and a governance model that raises serious social concerns. The key risks—non-additionality, leakage, monitoring uncertainty, and lack of permanence—are not incidental. They are structural features of the project design.

Given the strong similarities to earlier projects that have already faced significant criticism, it is not sufficient to assume that these issues have been resolved. On the contrary, they remain central and unresolved.

In its current form, the project does not provide a credible basis for the issuance of carbon credits and should not be validated under either the VCS or CCB.