



# Maasai International Solidarity Alliance

## Volkswagen must respect the 5-year Moratorium on soil carbon projects in Maasai land

A response to Volkswagen by the Maasai International Solidarity Alliance (MISA)

4 July 2025

As a global coalition of actors working to put an end to the human rights violations facing the Maasai in Tanzania, we publish this statement to highlight the shortcomings in Volkswagen's response to the concerns we have raised about their carbon credit activities. The serious issues raised in our [MISA report, published in March 2025](#), remain unaddressed. Given that Volkswagen's investment in the Longido and Monduli Rangelands Carbon Project (Verra project #4924) directly enables human rights violations, **we call on Volkswagen to immediately respect our Moratorium on all soil carbon credit activities in Northern Tanzania rangelands. This means withdrawing its funding from this project and publicly disassociating itself from its project partner, Soils for the Future Tanzania (SftFTZ). We also demand that Soils for the Future Tanzania stops pushing carbon deals on local communities in light of 1) the current regulatory gaps, 2) documented failure to ensure free, prior and informed consent and 3) anticipated negative impacts on Maasai livelihoods and food security.**

Volkswagen ClimatePartner (VWCP) recently published a response to MISA's report (March 2025) on soil carbon credit projects affecting Maasai pastoralists in Northern Tanzania. We, the Maasai International Solidarity Alliance (MISA), believe Volkswagen's response is failing to address our key concerns. Volkswagen prefaces its response by expressing respect for the "history, resilience, and challenges of the Maasai people," yet throughout its rebuttal of MISA's report, it demonstrates a fundamental lack of understanding of the communal nature of Maasai grazing practices. The company also adopts a patronising stance that it is here to balance traditional practices with sustainable ones and support the livelihoods of the Maasai. Such a statement displays not only a sense of saviorism but also blatant insensitivity to the Maasai's history of displacement. It also misrepresents the true nature of the project. Volkswagen's response lacks substance, and instead of addressing the concerns and demands raised by MISA,

it merely seeks to change the narrative by omitting key information from the MISA report. Therefore, we respond to the various points advanced by VWCP and list the key concerns and key findings presented in our report that were ignored or inadequately addressed.

## 1. Land ownership and rights

MISA argues that soil carbon projects risk repeating historical patterns of land dispossession for the Maasai, with community land and the activities carried out on them being *controlled* by foreign investors. To be clear, we are not arguing that Volkswagen is buying Maasai land. Village lands where Maasai grazing areas are located will remain under the ownership of the local communities. What we are concerned about is that we will effectively lose autonomy and control over decision-making on how to use the land. Of particular concern is the fact that carbon projects have a duration of 40 years and may interfere with villages' land use plans, which need to be elaborated and renewed every 10 years. While we recognise ownership of the land is not at stake per se, it is important to recognise that access and control over land use are foundational to any activity on the land. If a community owns land but someone else controls how it's used, then ownership becomes largely symbolic. This is so important considering the 40-year contracts that are intended to guide control of land use during the implementation of the carbon credit project.

VWCP's response attempts to shift the narrative to land ownership: "All land titles remain entirely under the ownership of the Maasai villages..." and "The project does not involve land sales, leases, encumbrances or transfers...." The MISA report had made it clear that the issue was not ownership but control over land use and grazing practices. We reject the VWCP statement that "Maasai communities will continue to exercise full rights over their land and maintain their traditional grazing practices" which is blatantly false since the whole carbon credit project relies on changing the grazing practices as a tool to store more carbon (see below).

**In summary, VWCP does not at all address our concerns over loss of *control or use* of grazing lands; it has ignored the facts brought about by the communities on the ancestral land practices on the ground. Communities are managers of the environment and stewards of their livelihood systems and do not want to be managed by an international corporation.**

## 2. Contract duration and flexibility

MISA raised the concern that the prospect of 40-year carbon contracts may lock future generations into potentially harmful agreements. Many community members are extremely worried about getting into an agreement that will place obligations on their children and grandchildren. The long-term duration of carbon credit contracts may lock villages into a situation where they cannot revise and review their 10-year land use plans..

VWCP justifies its use of 40-year contracts based on scientific consensus, which is in line with what is stated in Verra reports. However, MISA has evidence that SftFTZ has started offering 5-year contracts to attract villages, which directly contradicts its justification of a 40-year contract. Further, it completely ignores that the major concern over lengthy contracts is that villages do not have a proper understanding of the expected contract duration or clauses, and implications of ending it. The original contracts seen by MISA provide for a “review” period, to allow for “assessment of implementation, successes, challenges, and necessary solutions,” but they **do not** provide for no-fault withdrawal from the project. The contract withdrawal clauses are in fact potentially very onerous on local ‘Management Authorities.’

**We ask that VWCP provide an updated list of all villages which have signed contracts and also copies of the contracts which have been signed between SftFTZ and other parties so far. We see an increase in secret deals being made, and some villagers have not received copies of the contract upon request. Such secrecy is detrimental to the FPIC process, especially in the current electoral context, which is prone to corruption.**

### **3. Free, Prior, and Informed Consent (FPIC)**

MISA’s report is based on an on-the-ground survey of 11 villages, which revealed that **SftFTZ’s** FPIC process is severely lacking. FPIC is a protected human right, which is backed by the United Nations Declaration on the Rights of Indigenous Peoples, the Convention on Biological Diversity and the International Labour Organisation Convention 169. Four main indicators of the lack of FPIC are : (1) inadequate participation, especially of women and youth; (2) a clear knowledge gap on voluntary carbon markets and the implications of entering into carbon agreements; (3) a lack of transparency regarding both Volkswagen’s FPIC policy and their carbon contracts; and (4) a lack of access to independent legal counsel and neutral information. These factors result in significantly reduced bargaining power for Maasai villages when negotiating contracts.

VWCP’s response contradicts MISA’s findings, claiming its FPIC process “ensures that all participating communities fully understand the project’s terms, benefits, and implications” but makes no effort to substantiate those claims. It only vaguely describes the process. VWCP states that “Engagement includes women, youth, and village elders, with all agreements requiring final approval from the village assembly before implementation,” but this is false and misleading. MISA’s survey revealed that women and youth were systematically left out of the carbon training and decision-making processes, and though the Village General Assembly does give final approval, attendance at these assembly meetings was overall very low and involved only a small proportion of the village population.

VWCP also claims that “An independent data management consultancy tracks all FPIC-related activities to document engagement and ensure full transparency”, but does not even name this actor or steps taken to ensure transparency. VWCP states that “Dedicated Maasai team members within SftFTZ lead consultations to ensure cultural sensitivity,

inclusivity, and transparency.” Our analysis of the FPIC process revealed a total lack of transparency in the presentation and signing of contracts, and that community members were unable to explain what clauses are contained in the contracts. While Volkswagen argues that the inclusion of Maasai in the SftFTZ team is to ensure cultural adequacy, community representatives feel that this plays against them. Since they don’t understand anything about carbon and cannot access independent advice and information, they decide to trust their fellow Maasai. This problem is best illustrated by the following quote collected during the survey: “The problem is that these carbon proponents come with Maasai like us so we trust them.”

**To summarize, according to our four main findings on the FPIC process, Volkswagen (1) makes false and misleading claims about participation, (2) does not at all address the knowledge gaps we observed, (3) blatantly lies about transparency, and (4) does not at all address the lack of access to independent legal counsel and neutral information.**

#### **4. Pastoralist Traditions and Grazing Practices**

The MISA report highlighted that the *Maasai know no borders*. Our grazing practices rely on mobility, which is a cornerstone of our culture and rangeland sustainability. Restrictions on mobility risk compromising food security and adaptive strategies against climate change. Over recent years, pastoralist mobility has been curtailed by the expansion of conservation and hunting areas, tourism, agriculture, towns and individual land titling programs. Guaranteeing mobility is key to the future of pastoralism.

VWCP claims that “The project is not designed to restrict Maasai traditions but rather to support sustainable pastoralism by preventing overgrazing and land degradation.” Not only is this patronizing, it is fundamentally untrue. First of all, there is no empirical evidence to support the assertion from the draft project document that “the project area, like much of the rangelands of northern Tanzania, has been heavily impacted by overgrazing by pastoralists, which is driven by human and livestock population growth” (p. 12) or that it even applies to the project area. Moreover, the project grazing strategy involves breaking traditional grazing patterns by installing a more rigid and centrally controlled grazing regime based on simplistic determinants (such as residual height of grasses in grazing areas), rather than the complex traditional knowledge and grazing systems built up over countless generations. Yet somehow, VWCP appears to conflate traditional Maasai grazing practices with its project’s own grazing strategy: “The project does not disrupt traditional grazing but rather supports it with financial benefits, ensuring its sustainability while focusing specifically on preventing overgrazing.”

The project grazing strategy is called rapid rotational grazing (RRG). It targets grazing areas within village land and relies on the grouping and shifting of livestock from block to block, ideally every 14 days. The objective is that a block is visited only once every year. The methodology under which the project is being developed - VM0032 - has as one of its basic ‘applicability conditions’ that “The project must be structured to keep livestock

within the project area, and the project proponent must be able to enforce the boundaries of the project area.” Moreover, the project proponent, SftFTZ, is “expected to control the grazing animal numbers inside the project area” and “mechanisms must be in place to prevent incursion of livestock onto project lands and to monitor and prevent migration or transport of livestock out of project lands.” This does not guarantee pastoral mobility, which is guided by the availability of pasture, water, and salt licks, and is a mechanism to ensure disease control. Hence, the project will not only fundamentally restrict traditional Maasai grazing patterns and undermine pastoral mobility within the project area, but potentially also inflict similar restrictions on any neighbouring pastoralists who rely on seasonal migration across any of the project area.

VWCP claims to respect Maasai pastoralist culture by facilitating community-led rotational grazing planning, to sequester carbon and address land degradation. However, we are questioning what aspect of Maasai culture is truly being respected if the land use model under Indigenous knowledge (IK) and practices is being altered to serve carbon market interests. This implies an underlying assumption that traditional Maasai land-use practices are inherently degrading the land and that they rely on sedentary, uncoordinated grazing, which we reject. We insist that the introduction of the RRG model risks distorting long-standing, cross-border grazing patterns that are essential to Maasai pastoralist mobility and resilience, particularly as adaptive strategies in the face of increasing climate variability and drought. We are deeply concerned that the VCP effectively imposes a new land use model that exerts pressure on pastoralist communities, without adequately recognising or supporting their climate adaptation strategies. Importantly, we do not see carbon revenue as a replacement for pastoralism, which remains central to our livelihoods, identity, and ecological stewardship. Traditionally, pastoralist Maasai systems are built on generational knowledge, mobility, and collective stewardship. In contrast, RRG for carbon may enforce fixed grazing zones, restrict access, and make our grazing land a business commodity, which will potentially undermine these cultural practices and identities.

The “financial benefits” VWCP promises are based on agreements made with specific villages and therefore disincentivise the sharing of grazing areas between and beyond villages - another fundamental feature of Maasai pastoralism and culture. The methodology’s requirement that livestock movements from inside to outside of the project areas count as carbon ‘leakage’ (and hence reduction of issuable carbon credits) means that the villages within the project will have a strong financial incentive to enforce mobility restrictions.

VWCP states that its project “ensures flexible yet secure governance of grazing activities,” but offers no substantiation of this claim. Our concern is that rigid and intensive management of Maasai rangelands will also introduce a money and capitalistic mindset that will negatively impact Maasai communities and culture by creating disincentives to sharing grazing areas. MISA’s research revealed that the negotiation of contracts with villages does not adequately involve Maasai communities from other villages who will be impacted by a contract made between a village and SftFTZ.

**In summary, VWCP hollowly acknowledges our concerns about land-use**

**restrictions, the displacement of traditional land use practices, and the introduction of rigidity in land use. However, it does not at all address these concerns in a meaningful way. The argument that carbon credit projects are helping Maasai reinstate their lost traditional practices is simply fallacious. It ignores the fact that rapid rotational grazing is based on Western knowledge and is not appropriate for semi-arid landscapes.**

The additional concerns on this point presented in our carbon credit report, which VWCP has ignored, are as follows:

- The restriction of access to refuge areas in times of drought
- Cultural erosion, including the loss of Osutwa (brotherhood), based on the sharing of resources. Since deals are made at village levels and are supposed to increase mobility *within the confines of village lands*, mobility beyond village borders is seen as encroachment or leakage.
- The potential restriction of the building of Ronjoi, or temporary bomas
- That wildlife would be free to graze, leading to less grass for cattle and also less revenue from lost carbon
- That the necessary district approval of grazing plans may reinforce government control and restrictions over grazing areas, possibly leading to land alienation for other uses in the future

## **5. Fair Benefit-Sharing Mechanism and Initial Project Payments**

The MISA report highlighted that Tanzania's carbon trading regulations lack provisions to adequately protect our human rights as Indigenous Peoples in soil carbon credit projects. The absence of a binding and clear legal framework has led to community misinformation, corruption (e.g., pre-payments or "dowry money"), and legal ambiguities, especially regarding contract termination and benefit-sharing mechanisms.

VWCP claims that its soil carbon project "follows the Tanzanian legal framework on carbon trading, ensuring that revenues are distributed fairly among stakeholders." It completely omits and disregards MISA's findings that the Tanzanian regulations were not initially designed for soil carbon credit projects. The revenue-sharing arrangements explicitly only cover forest-based projects, and it is unclear if or how the benefit-sharing percentage provided in the guidelines would apply to soil carbon.

VWCP also mentions that "Benefit sharing is guided by the Tanzanian legal framework as further negotiated between villages and SftFTZ with oversight from the district." That means that the benefit-sharing agreement depends entirely on the ability of villages to negotiate with SftFTZ - a clear imbalance of power. The MISA report also identifies oversight by the district as a conflict of interest, because the benefit-sharing agreement allocates 8% of the carbon revenues to the district. VWCP also states that "initial project payments," the pre-payments or dowry money that our report flags, are used to support project preparation. However, VWCP makes no effort to address MISA's concern that

handing out money outside of the contract interferes negatively with the FPIC process as it influences people's judgment. Moreover, since publication of our report, Survival International has obtained credible evidence that similar up-front payments being made by Soils for the Future across the Kenyan border in the adjacent Kajiado County grassland carbon project have been misused by local elites (such as for private land purchases), and are fuelling wider corruption and intra-community conflict. In Tanzania, the lack of clear regulations that prioritise human and land rights has laid the ground for abusive contracts made between villages and SftFTZ.

**In summary, VWCP has attempted to position itself as fair by stating its project's alignment with the Tanzanian legal framework on carbon trading. It fails to address MISA's findings that there are major regulatory gaps in this framework, and that the practical outcome of SftFTZ's forward payments (which we understand are derived from VWCP's funding) are having damaging, corrupting and divisive impacts, especially in a pre-electoral context. In addition to the failing regulatory environment, Volkswagen ignores the political position on carbon credit business as stated by the Tanzanian Vice President's Office, alerting to the fact that project benefits are not adequately allocated.**

## **6. Scientific evidence**

The MISA report argues that there is no scientific evidence that rapid rotational grazing is suitable for the arid and semi-arid climates typical of Northern Tanzania.

VWCP insists that its carbon credit project is based on scientific literature, but its claim is poorly contextualized: "There is a broad consensus among the scientific community and global institutions, such as the Intergovernmental Panel on Climate Change, that tackling soil and land degradation - including soil carbon enhancements - is vital for combating climate change" and "Carbon crediting serves as an additional tool to achieve these impacts."

According to the scientific literature we have reviewed, there is no significant effect of rotational grazing on plant basal cover, plant biomass and soil carbon sequestration; and rotational grazing is more suited to areas with moderate to high rainfall. As already mentioned, the underlying baseline assumption of the project - that the area's lands have been overgrazed by pastoralists and depleted of soil carbon - is not supported with any credible empirical evidence. In other words, the project lacks any credible grounds for additionality and is extremely weak on its baseline, rendering any resulting credits worthless for buyers.

VWCP's statement that its "project methodology applies a peer-reviewed soil carbon model, which has been approved by Verra for use in relevant contexts, including arid and semi-arid regions of East Africa" must also be taken with a grain of salt. Verra's methodology was designed by the SftFTZ developer, indicating a significant conflict of interest. We have not been able to find any independent study demonstrating clear carbon benefits of the proposed projects.

VWCP's assertion that the "methodology requires ex-post sampling to determine actual accumulation of soil carbon over time" appears to be incorrect. In fact, the determination of soil carbon accumulation rests on the specific soil carbon model 'SNAPGRAZE,' which includes an initial calibration using real field sampling, but from then on, relies on use of satellite imagery of vegetation to produce estimates of soil carbon by applying the SNAPGRAZE model. This soil carbon model is also the work of SftF's founder and CEO, Dr. Mark Ritchie. It is acknowledged to have large margins of error, and has never been empirically validated in the context of a carbon project through a time sequence comparison with actual soil samples. Its applicability and appropriateness as the sole or primary basis for soil carbon sequestration calculations has already been challenged in the context of the highly controversial Northern Kenya Grasslands Carbon Project, which SftF was responsible for developing (see Survival International report 'Blood Carbon'). It appears not to be able to distinguish between changes in vegetation quality (and hence soil carbon storage) arising from changes in grazing patterns from those arising simply from rainfall events.

Moreover, there are extreme uncertainties about the stability of soil carbon storage, not the least in the context of areas subject to climate change impacts, with natural temporal changes in flows and volumes of storage completely unknown to present science. The 'permanence' of soil carbon stores is in fact entirely a matter of faith, not science.

Finally, the scientific model, which implements soil restoration over a 40-year period, fails to clearly define the required soil carbon restoration standards to the local Maasai community, especially given its significant differences from their indigenous rangeland regeneration practices. The standards may impose unanticipated land use conditions and restrictions on the Maasai people.

**In summary, the project's scientific basis, as with SftF's previous venture in northern Kenya, is extremely weak. VWCP's assertion otherwise fails to respond to MISA's assertion that soil carbon credit projects are a false climate solution and are an additional mechanism for land alienation in the name of investment.**

MISA's findings surrounding a seriously flawed FPIC process, regulatory gaps, abusive contracts and methodological problems, reinforce the Maasai's concern over soil carbon credit projects being another form of land alienation. VWCP's response to these findings, as discussed above, has been wholly inadequate. Moreover, it is becoming clearer that the problems are not unique to this particular project, but flow systematically from the approach and methods used by Soils for the Future (not to say that the TNC project is not also problematic and for similar reasons). Its very similar and concurrently emerging project in Kajiado County is beset with similar problems and has already sparked increasingly violent resistance from local communities. The older Northern Kenya project has recently gained the dubious distinction of being the first project to be suspended *twice* and put under review by Verra.

MISA has kept a record of developments and discussions with Volkswagen. From 18 September 2024, our first meeting with Volkswagen, until now, Volkswagen has responded slowly and disingenuously. Before and during the drafting of the carbon soil credit report, MISA requested,



on multiple occasions, comments from Volkswagen on the concerns raised by the Maasai and the findings from our research. Volkswagen offered no relevant comments, demonstrating that it had no real interest in having a substantive discussion. We remain open for dialogue with Volkswagen but highlight the importance of genuinely addressing the substance of MISA's report.

**We reiterate our demand for a moratorium on all soil carbon credit projects in pastoralists' rangelands in Northern Tanzania.**

**Given the wider problems with Soils for the Future's approach now evident, we believe VWCP should also formally and publicly disassociate from this organisation.**

**Further, our last MISA newsletter has highlighted the serious human rights violations and criminalization of opposition leaders, church leaders and activists across the country.** We draw to your attention to the arrest and accusation of treason of opposition politician Tundu Lissu, the brutal attack on the secretary of the Tanzanian Bishops' Conference, Fr Charles Kitima, the arrest of activist Mdude Nyagali and the ongoing repression of Tanzanian civil society, such as the murder of civilians around the Ruaha National Parks by the Tanzania National Park Authority or the repression of the Maasai population in Ngorongoro, just to mention a few incidents of the last weeks and months. The EU has adopted a resolution (P10\_TA(2025)0095) on the 8th of May which highlights the human rights violations and a grave concern over the politically motivated arrest and possible execution of Tundu Lissu. The Freedom House's report also downgraded Tanzania's ranking as "not free." This is following other resolutions which the EU has already adopted such as resolution (T9-0478/2023) from December 2023 on the situation of the Maasai. **We anticipate the situation to deteriorate in the run-up to the general elections in the fall of 2025. In such a context, the risks of corruption and human rights abuses associated with your project are particularly high.**

**We demand that Volkswagen ClimatePartners withdraw its funding from the Longido and Monduli Rangelands Carbon Project, Verra project #4924 and do not proceed with project validation. We demand that Soils for the Future Tanzania suspend its activities.**

For more information: [maasaiinternationalsolidarity@gmail.com](mailto:maasaiinternationalsolidarity@gmail.com)