

Public comments received on Version 2.0 of the Draft Second Edition of the CCB Standards 9 Oct to 8 Nov 2008

Name	Organisation	Date submitted	Criterion, Indicator	Comments	Proposed changes
Philip Bubb	UNEP-WCMC	22 Oct 2008	Appendix A Potential Tools & Strategies B3. Biodiversity Impact Monitoring	A resource for site-level biodiversity assessment and monitoring is the publication: "Guidelines for Biodiversity Assessment and Monitoring for Protected Areas". The concepts and procedures in the Guidelines would also usually be suitable for CCB projects. The Guidelines are available as a pdf from http://www.unep-wcmc.org/collaborations/BCBMAN/publication.htm or printed copies can be requested from philip.bubb@unep-wcmc.org	Include the above publication in Appendix A
L. A. Brooks	UNESCO	23 Oct 2008	G4	Identify how training will be passed on to new workers when there is staff turnover, so that local capacity will not be lost. Identify ways to ensure the project continues long term and that knowledge is not lost. These are things that frequently go wrong with project implementation and continuation.	8. Identify how training will be passed on to new workers when there is staff turnover, so that local capacity will not be lost. 9. Identify ways to ensure the project continues long term and that knowledge is not lost.
L. A. Brooks	UNESCO	23 Oct 2008	CL1	In point 3, how will you calculate the emissions from N-fixing species? Need a reference for that, and I'm not aware of one.	Cannot provide.
L. A. Brooks	UNESCO	23 Oct 2008	GL3	The term sustainable livelihoods is not mentioned. Enhancing this is considered one of the three key components by UNESCO MAB, along with C sequestration and biodiversity conservation. General comment: The excellent references are entirely in English as is the CCBA itself. To help less developed countries most, we really need to provide material in other	In Concept, first sentence, change "reducing the poverty of" by "ensuring the sustainable livelihoods of"

				languages useful particularly in tropical forest regions (Portuguese, French, Malay and Bahasa Indonesian, to start).	
Abhirup Sen	Emergent Ventures India Private Limited	26 Oct 2008	B 1	We appreciate the CCB's concern about the threat posed by invasive species to local biodiversity and do support the attempt of providing a guideline in this regard in the form of Global Invasive Species DataBase. The Database is very comprehensive but after analysing the country specific lists we found that some areas need to be addressed. eg In the list of invasive species for planted forests in India, species which are not considered or are known to be invasive in India like Bambusa vulgaris, Leucena leucocephala and Prosopis spp.(?) have been included. Though we have sought some clarification from ISSG in this regard, we believe that the entire list is very misleading as some species which may be invasive to one tropical country (and even in a part of it) may not be invasive to another country (or a part of it) due to different edaphic and other prevailing conditions of the project zone.	The Global Invasive Species DataBase is very comprehensive and should be treated as an indicative list. Final shortlisting of potential invasive species in the project zones should be based on published scientific literature addressing locally potential invasive species.
Abhirup Sen	Emergent Ventures India Private Limited	31 Oct 2008	G 3	It has been mentioned that geo-referenced boundaries of the project zones and additional surrounding locations that are predicted to be impacted by project activities should be provided apart from the project areas themselves. But it is not realistic that the project proponents have any control over land outside the project areas themselves. In such circumstances demarcation (by geo-referencing)	Hence, geo-referencing should be limited to project areas only as in first edition in order to avoid any possible legal or other complications.

				of areas outside their control for whatever reasons can lead to unforeseen and unnecessary misunderstandings with the local community, government and others who are the actual owners of the land which fall within the project zones. It may also lead to acts of unintentional trespassing during the process of geo-referencing, whose legal implications may harm the project itself.	
Denise K. Johnsson	Brazil carbon-market analyst	31 Oct 2008	CM1	The project proponents need increased specificity.	Determine that public private partnership RED projects taking place in the Brazilian Amazon must itemize the expenditures being made for socio-economic initiatives of the project under international accounting standards, making them publicly available immediately after being audited by a third party without being previously verified by the particular field NGO partnering with your organization. In this manner, a set of financial statements under the heading SOCIO-ECONOMIC ACTIVITIES would be made available. This due to the fact that socio-economic aspects are the primary reason for deforestation and the main root cause of avoided deforestation. This would allow carbon financial analysts to make a well balanced evaluation of the project. Lastly, carbon analysts should have easy access to the various organizations involved in Brazilian Amazon VER projects as well as to visiting the areas being targeted.
Brian Shillinglaw	New Forests	7 Nov 2008	General	Thank you for the invitation to submit comments on the Climate, Community &	See comments

	Advisory Inc.		<p>Biodiversity Project Design Standards Draft Second Edition (v2.0). New Forests is an international forestry investment management and advisory business with offices in Sydney, Washington DC, San Francisco and Kota Kinabalu. New Forests specializes in institutional and private equity investments that generate returns from sustainably managed plantation forests and from environmental assets, such as carbon, biodiversity and water. We are currently incorporating CCB design standards into two projects under development, including a REDD project, and we are actively following the CCB standards as they evolve. We submitted comments on v1.0 of the second edition of the Design Standards. First, thank you again for your work in developing and revising a standard that is vital to identifying, verifying and encouraging the community and biodiversity co-benefits of carbon projects. Thank you as well for addressing our comment on including the avoided conversion of non-forest ecosystems in the last round of public comment. Second, regarding v2.0 of the Design Standards, we would like to emphasize generally the following points: 1) Safeguarding verifier independence. The recent financial crisis has highlighted the systemic problems with market systems that require product developers to pay verifiers for their services (e.g. credit rating agencies in the recent financial crisis): verifiers can have a financial incentive to avoid rigorous review of product developers. We suggest CCBA avoid</p>	
--	---------------	--	---	--

			<p>problematic incentives by considering implementation of any of the following, without taking a position on which of the following would be the best mechanism: (a) prohibiting a project developer from using the same auditor for validation and verification (as the UNFCCC does for all but small-scale projects) or for verification twice in a row (as the California Climate Action Registry protocols do); (b) requiring project developers to pay validation/verification fees into a CCBA-managed fund that then pays verifiers on a fee-for-service basis, with the fund choosing the verifier; (c) having a clear process for accreditation of validators/verifiers, with training and interpretation guidance to ensure consistency and independence; and/or (d) including some mechanism for independent review of validation/verification reports, e.g. by a second auditor that conducts a desk review (as in the VCS); 2) Documenting applicable laws. We suggest that CCBA require project proponents to identify and submit a list of all applicable host country social and environmental laws, regulations and permits; 3) Covenanting to follow laws. We suggest that CCBA require project proponents to covenant in any financing documents (debt or equity) for the project to comply in all material respects with all relevant host country social and environmental laws, regulations and covenants, as is common practice and as is required in the Equator Principles for project finance; and 4) Limiting project land tenure options regarding</p>	
--	--	--	---	--

				<p>indigenous lands. With respect to lands held or occupied by indigenous peoples only, we suggest that CCBA not certify projects that transfer land title in full fee simple to a project developer. Many land tenure forms are available to ensure adequate long-term access to a project site (e.g. ground lease or long-term easements for access and management) without full transfer of fee title to the land. We agree with the CCBA that such a restriction against fee simple title transfer is not appropriate in all circumstances. However, we suggest that transactions with indigenous groups have a higher potential to be characterized by significant differences in cultural conceptions of land tenure and significant barriers to communication. In these circumstances, a precautionary approach would constrain the choices of project developers and indigenous communities to land rights transfers that are not permanent in character. The CCBA endorses the precautionary principle elsewhere, and it should in this case as well.</p>	
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G1.5	<p>This provision requires a description of communities located in the project zone.</p>	<p>We suggest that the CCBA indicate that it is best practice (recommended, but not required) to employ a suitably qualified professional as a consultant to research and draft this baseline community analysis, someone with at least 5-10 years of experience in the project region working on social/community-related work or with comparable academic/vocational training.</p>

Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G1.6	This provision requires a description of “current land use and customary and legal property rights in the project zone, identifying any ongoing or unresolved conflicts or disputes.”	We suggest that: 1) The CCBA insert the phrase “(including community property)” after “property rights”, as common property rights are more easily misidentified or overlooked; and 2) The CCBA require project developers to also identify and describe resolved conflicts or disputes over land tenure in the recent past (e.g. 30 years). It is often difficult in practice to distinguish between “resolved” and “unresolved” land tenure conflicts, and requiring project proponents to identify resolved land tenure conflicts will at least ensure that they are not blindsided by conflicts that suddenly become unresolved.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G4.5	This provision requires a showing that the project will inform workers of their rights and “guarantee that the project meets or exceeds all applicable laws and/or regulations covering worker rights.”	We suggest the following: 1) CCBA should require project developers to submit a list of all relevant laws and regulations covering worker’s rights in the host country, the identification of which should normally be part of the project due diligence process—this ensures that the project developer is aware of the relevant laws; and 2) CCBA should require project developers to incorporate covenants in all material project financial documents (debt or equity) linked to material compliance with all relevant host country labor laws, regulations, and permits. These are common contractual provisions. Moreover, the Equator Principles adopted by financial institutions to minimize social and environmental risk in project finance

					require this, and CCBA should as well. Material breach of host country labor laws would then trigger a breach of debt or equity covenants, enabling project financiers to exercise any contractual remedies available to them should they see fit. This may not be an important check on projects that are wholly financed and controlled by one entity, but in other circumstances these standard covenants could provide an important incentive for continued compliance with local laws.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G5	We suggest that CCBA add an indicator to this section on “Legal Status and Property Rights” stating that it is best practice (recommended, but not required) to engage in community-based participatory mapping to maximize the likelihood of identifying local customary and community land rights in the project zone. GPS and GIS technologies are commonly used in participatory mapping exercises. For more information on community-based participatory mapping, see http://www.iapad.org/ .	See comment.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G5.1	This provision requires a guarantee that the project complies with all relevant national and local laws and administrative requirements in the host country, including international treaties to which the host country is a signatory.	We have the same suggestions here as we did regarding section G4.5 above: 1) CCBA should require project developers to submit a list of all relevant laws and regulations covering workers rights in the host country, the identification of which should normally be part of the project due diligence process; and 2) CCBA should require project

					developers to incorporate covenants in all material project financial documents (debt or equity) linked to material compliance with all relevant host country social and environmental laws, regulations, and permits.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	G5.6	This indicator requires a demonstration that “project proponents have clear, unencumbered title to the carbon rights, or provide legal documentation demonstrating that the project is undertaken on behalf of the carbon owners with their full consent.”	We suggest that project developers may wish under certain circumstances to encumber their carbon rights: for example, they may wish to use their carbon rights as security for secured credit to help finance the project. CCBA’s intent in this section seems to be to avoid projects with controversy over title to the carbon; perhaps that intent might be better accomplished through language such as “clear, uncontested title to the carbon rights.” CCBA could also prohibit validation of projects in which the carbon rights are subject to a judgment lien.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	CL1.2	This indicator requires developers to estimate net change in non-CO2 GHG emissions for baseline and project scenarios “if those gases are likely to account for more than 5% (in terms of CO2-eq.) of the project’s overall GHG impact, or provide evidence that they will not account for more than 5% of the total project emissions reductions over each monitoring period.” This language is imprecise: “impact” could be read to mean “gross emissions reductions”, and this language would not	We suggest CCBA amend the provision to the following: “Estimate the net change in the emissions of non-CO2 GHG emissions such as CH4 and N2O in the with and without project scenarios if those gases are likely to account for more than a 5% increase or decrease (in terms of CO2-eq.) of the project’s overall GHG emissions reductions, or provide evidence that they will not account for more than a 5% increase or decrease of the total project

				specifically address situations in which non-CO2 GHG emissions actually increase significantly.	emissions reductions over each monitoring period.”
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	CL1.3	We note that emissions from all N-fixing species may not be understood scientifically with any accuracy at this point. (Must the project proponent estimate the GHG emissions of mycorrhizae endemic to an area?) We suggest CCBA add “to the extent scientifically possible” to the end of the CL1.3 paragraph.	See comment.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	CL2.4	Same comment as for CL1.2.	We suggest this provision be amended as follows: “Factor in the non-CO2 gases CH4 and N2O to the net change calculations (above) if they are likely to account for more than a 5% increase or decrease (in terms of CO2-eq.) of the project’s overall GHG emissions reductions, or provide evidence that they do not account for more than a 5% increase or decrease of the total emissions reductions over each monitoring period.”
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	CM1.1	This provision requires a developer to estimate impacts on communities from planned project activities. This estimate “must be based on clearly defined and defensible assumptions about how project activities will alter social and economic well-being, including potential impacts of changes in water and soil resources, over the duration of the project.”	We suggest that CCBA add the phrase “and any other plants, animals or ecological processes identified by communities as a resource” to encourage estimation of impacts on resources that are identified by affected communities as important.

Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	CM3.3	There should be an outer threshold for a timeline to develop a full monitoring plan regarding community impacts, as there is for climate impact monitoring (e.g. within 12 months of validation).	See comment.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	B1.3	This provision addresses invasive species, requiring that invasive species not be introduced and that the project developer predict that invasive species will not increase as a result of the project. The appearance of invasive species is not necessarily predictable, however.	We suggest that CCBA also require a monitoring plan for invasive species by including the phrase “invasive species” in B3.1 and require action to reduce invasive species abundance if the invasive species was accidentally introduced as a direct result of project activities.
Brian Shillinglaw	New Forests Advisory Inc.	7 Nov 2008	B3	We support the idea that biodiversity project plans and monitoring be linked to particular species outcomes, ideally endemic or regionally/globally rare species. Targeting simple species richness and abundance conceivably risks encouraging transitions of some ecosystems away from states that support endemic and rare species and towards disturbed states that may support a greater variety of more common species.	See comment.