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| **Document reference number and title: A6.4-MEP007-A04. Draft Standard: Addressing non-permanence/reversals (version 01.0)** | | | | |
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| **Item** | **Section no.** (as indicated in the document) | **Paragraph/Table/Figure no.** (as indicated in the document) | **Comment** (including justification for change) | **Proposed change**  (including proposed text) |
| 1 | Overall public review process | n/a | Given the importance of the subject of permanence when it comes to carbon removal activities, we strongly suggest holding at least one more public consultation round as well as an explanatory webinar, so that stakeholders are more involved in the process. | At least one more round of public consultation and an explanatory webinar for greater interaction with stakeholders. |
| 2 | Appendix 1 & Appendix 2 | Cover note. Section 3. | We do not support Appendix 1 and 2 - the proposal that post-crediting period monitoring be carried on indefinitely among other requirements means that it will effectively be impossible to develop nature-based carbon removal projects for Article 6.4. With certain amendments, we support the adoption of Appendix 3, which proposes a fixed post-crediting monitoring timeline in line with international market standards and is thus far more realistic and operational.  Although Appendix 1 and 2 are the majority opinion, in our reading it not only constitutes a bias towards engineered removals but also risks the achievement of the Paris Agreement goals. Nature-based removals are:   * The only form of carbon removal widely available and scalable and thus crucial for meeting the goals of the Paris Agreement. * Crucial for combatting climate change more broadly, by restoring ecosystems that provide essential ecosystem services like temperature cooling, flood mitigation, soil health, water filtration and so forth.   Investment into these important projects are put at grave risk, and we urge the Methodological Expert Panel to keep in mind the central reference point of the Paris Agreement: achieving the Long-Term Temperature Goal by 2100. To do this we will need rapid carbon removal.  It can be added that: laws and rules that define open-ended, indefinite obligations confront legal concerns. Open-ended obligations lack legal precision, are difficult to enforce, result in disproportionate compliance costs and violate legal rules of legal certainty and proportionality. | We do not support the adoption of Appendix 1 and 2 and instead support the adoption of Appendix 3. |
| 3 | Appendix 2, 3.1 | Paragraph 36 | Paragraph 36 requires activity participants to continue post-crediting monitoring indefinitely. We are strongly against this rule because:   * It ignores the timeline of the Paris Agreement, for which Article 6 was designed to help achieve. The reference year of the Paris Agreement is 2100. This should be the timeline we work on. * It is entirely unreasonable to expect an activity participant to take on such an obligation as drafted, especially since there is no option to transfer this responsibility to a third party. * Although it does provide two options for the termination of this indefinite monitoring, it is almost impossible for Nature-based project to be economically viable and meet these conditions. This means it is effectively impossible for Nature-based removal projects to be eligible under 6.4, while they remain the most widely scalable form of carbon removal in a climate crisis that will require a rapid scale-up of carbon removal. | For primarily this reason we do not support the adoption of Appendix 1 and 2. |
| 4 | Cover note, Section 3.3 | Paragraph 35 and throughout appendix 3 | We consider the change in terminology from avoidable and unavoidable to intentional and unintentional as problematic and ultimately unnecessary. We appreciate the desire of the author to remove the “guilty verdict” from avoidable removals but think that goal should be achieved without changing the terminology. By allowing project participants for remedial action (remedy periods) they can ‘save’ projects that have faced reversal challenges (that are not due to wilful misconduct).  More specifically, we think intentional/ unintentional is not a good alternative to the avoidable/unavoidable terminology because:   1. Avoidable/unavoidable are known concepts and resonate with existing carbon market standards and their terminology. 2. Showing intent, i.e., bringing proof, is much harder than establishing a threshold for best practice project operations and avoidable reversals. 3. Project activity participants can be responsible for avoidable reversals without having them caused intentionally. The sphere of responsibility is much broader than the responsibility for intent. For example, a project developer can have neglected to protect trees against pests or failed to manage the risk of fire. Consequent damage was avoidable, but it did not incur intentionally. In that sense avoidable covers, as it should be, negligence in project operations.   To allow activity participants to remedy damage the consequence of an avoidable, negligent, reversal effect should be, at least initially, facilitative (as compared to wilful misconduct). | Change the terminology in Appendix 3 from intentional/unintentional to avoidable/unavoidable. |
| 5 | Appendix 3, 5.2 | n/a | It should be explicitly possible for activity participants to transfer responsibility for the post-crediting monitoring and reporting to a credible third-party. | This option should be added to the text. |
| 6 | Appendix 3, 5.3 | Paragraph 27 | A 95% confidence level to quantify reversals is overly stringent. Lowering the confidence level to 90% strikes a better balance between rigor and practicality and is in line with international met standards (e.g., Verra, Gold Standard), allowing for more realistic and achievable verification without compromising environmental integrity. | Paragraph 27 c) should read:  An estimate of the reversal amount using the upper bound of a 90% confidence interval, including a description of how that estimate was derived; |
| 7 | Appendix 3, 5.3 | Paragraph 28 and 29. | It is too vague what is meant by the requirement to communicate events that can potentially lead to a GHG reversal. There are many instances in which a GHG release will not be significant enough to constitute a reversal, and in which it would be highly unrealistic to expect activity participants to report on any release (e.g., a single tree dying). | This should be further clarified with a requirement that releases only need be reported if they constitute a reversal. |
| 8 | Appendix 3, Section 6.1.2 and 6.3 | Paragraph 54-56, 68. | The requirement to undertake a “fit and proper person assessment” discriminates against communities and small project developers. Same applies for the requirement to take out an insurance or comparable guarantee product. | We suggest excluding IP&LCs, communities, and project developers from SIDS and LDCs from this requirement (or remove it all together.) Insolvency risks can be captured in the reversal risk assessment for the activity. |

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