
Regarding carbon projects in the Amazon region: why contracts that last a generation?

*"Composer of destinies
drum of all rhythms
time, time, time, time
I enter into an agreement with you
Time, time, time, time..."*

Oração ao Tempo [A Prayer to Time] – Caetano Veloso, Brazilian Popular Music singer-songwriter and important activist during the Brazilian military dictatorship of 1964-85.

During the hottest days in human history, the year 2023 left its mark on the Amazon region with one of its most severe droughts. Towns accessible only by river were isolated, with apocalyptic scenes of boats run aground where previously there was a river full of fish, ripples and dolphins that now agonize. With this in mind, I propose a discussion about climate and generational issues in the light of discussions on what has become known in these times as the carbon credit market.

The Brazilian Amazon region has been the setting of a growing number of forest conservation projects geared to generating carbon credits, also known as REDD (Reducing Emissions from Deforestation and Forest Degradation) projects. By supposedly avoiding the deforestation of enormous areas of Amazon rainforest, privately- or community-held, the owners of these projects theoretically reduce greenhouse gas emissions, thus acquiring the right to sell carbon credits to polluting companies on the international market.

An important aspect of the debates around the carbon credit trade is the proposal of long-term contracts between traditional communities and carbon intermediary companies. (1) These are contract proposals whose duration varies from 30 to 40 years, in a context of much uncertainty. Among positions that express doubts and advocate caution, I mention here the publication by lawyers Maria Victoria Hernandez Lerner and Juliana Miranda, who analysed the assessment of the National Indigenous People's Foundation (FUNAI) about carbon contracts presented to various indigenous peoples in Brazil. (2) The authors point out that the contracts: a) prevent indigenous peoples from carrying out their traditional practices such as farming and felling trees for subsistence purposes without the company's prior authorization; b) last more than a generation and do not contain severance clauses in case of losses for the indigenous community; c) are agreements signed by a small number of individuals, without the affected groups' due participation or their free, prior and informed consent; d) contain abusive clauses in general.

FUNAI's questioning provides clues for our own questions to emerge, allowing us to understand that the carbon credit contracts currently being put on communities' tables are an intergenerational question above all.

Firstly, we need to understand that farming patches of land, using wood for the structures of homes and thinning out excess plants to enhance the production of plants like the açai palm tree are practices of traditional communities dating back millennia and surviving among the new generations. Fire, for instance, has been used in a controlled fashion by numerous Indigenous Peoples and *quilombola* communities in order to clean small areas or cultivated plots, and to favor species considered useful, in much the same way as what we call (highly diversified) agro-forestry systems. (3) Hence, areas managed in this way are perhaps the mark of this legacy, spread out across Amazonian communities in vegetable patches planted in canoes, açai palm trees, pau-mulato trees and rose-apple trees around people's homes, with annatto plants and chives here and there.

Considering this historical journey of the forest people, how do carbon projects treat the relationship between families and the use of fire? Is it an enemy? It is strange to read the news that one of the world's biggest oil companies, Shell, is investing heavily in carbon project intermediary companies in the Amazon region, (4) when many projects of this type have attributed the problem of deforestation to farmed plots of only 0.25 hectares, even though the emission of greenhouse gases by oil companies is incomparably greater. Is this not disproportionate treatment? Would it not make more sense for companies like Shell to be obliged to take concrete measures to reduce greenhouse gases emissions, which accelerate climate change and make the planet more hostile to living beings?

In my second argument against carbon credit contracts between communities and companies for 30+ years, I borrow the information from FUNAI, retrieved by Lerner and Miranda, (5) in which the involvement of more than one generation in the projects is questioned. I consider it extremely pertinent to question the concept of capitalism not as an economic system but as a "social order". (6) According to philosopher Nancy Fraser, this order (whose driving force is cumulative gain) seizes and feeds on the wealth expropriated from nature and subjugated peoples in order to function. It is an order that gradually undermines local care strategies and workers' creativity, undervaluing or even denying them completely. In thinking about the relationship between companies, communities and carbon projects, how can we not consider how dangerous the contracts, which will have affected an entire generation at the end of the first 30-year cycle, might be for traditional local customs – contracts whose power to influence and inform territories and families may be in the hands of intermediary companies and multinationals? When I imagine a child being born, growing up, becoming an adolescent and then an adult in a territory governed by the clauses (7) of a carbon credit contract, I am concerned for the living conditions of these future people. I have heard from sector entrepreneurs that investments in the implementation of the carbon credit system need to rely on the forest being there to cover the costs, but who is the rightful holder of the credits? Who should they belong to if not the communities? Why submit to 30 years of compliance with these clauses without guaranteeing the right to be listened for those who have not yet been born?

In my third argument, I add FUNAI's questioning of the agreements signed by a few individuals without due participation by the communities and which contain abusive clauses. Here, a problem experienced by many communities in the Amazon region when they organize is shown: perhaps the predominant model, imposed by established legislation, of a president, treasurer and secretary as the holders of the decision-making power of community associations is no longer up to today's challenges (8). I stress that I have seen and spent time with extraordinary community leaders who have contributed very much to their communities' organizational processes. These examples of historical leadership must not disintegrate. They must be respected. However, just as hegemonic power transmutes itself (9) in order to carry on with and expand its influence and gains, social organisations can also change and reinvent themselves.

For example, in 2019 and 2020, I was impressed by the social organization of the community

councils of Concosta and Cajambre in the Colombian Pacific, where women and young people consistently participated in the decision-making that guided the work of the legal representative, the person elected to carry out bureaucratic tasks. There was also a treasurer and a secretary, but it seemed that they were in a permanent state of assembly, which significantly helps guide the legal representative and the association's administration. This participatory way of working is a determining factor for protecting leaders from harassment and intimidation by companies. I believe that the more a community listens to different generations and genders, the more it will be empowered not to accept risky proposals.

Building an autonomous organization takes time, patience and perseverance. Above all, it requires trust in the transformative power of new generations that understand their history and reality. It is an exercise in citizenship that we must practice from the outset, showing the various future scenarios resulting from possible decisions. In this regard, I honestly have no idea whether the contracts currently in force will strengthen or weaken communities' autonomy. What I do know is that choosing to co-manage territories for 30-40 years with capital from intermediary companies and multinationals moving millions of dollars in currency or cryptocurrency is not fair to those who are not yet in a position to have a say in their future and who, given the stage that has been set today and the players involved, will bear the brunt of this decision.

If the world in which we live and which is suffering from climate change is still at the tentative dawn of a non-patriarchal, non-racist, non-colonial, non-rentier (10) structure, how is it possible to allow community territories to be led by patriarchal, racist, colonial and rentier markets? If we live in a dominant system that uses nature for financial accumulation and dumps its waste on Mother Earth, how can we believe that its solutions will be of service to us?

** This article is based on the third of a series of letters by the author on the subject of carbon credits in the Amazon region.*

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(1) Participants in the public hearing held in Portel, in the state of Pará, Brazil, on January 24, 2023, and organized by the Public Prosecution Service of the State of Pará reported on an agreement signed between the president of a community association in Portel and a carbon company in force for 40 (forty) years (MPA, 2023). Hearing minutes available [here](#). Retrieved on April 20, 2023.

(2) Technical information No. 21/2021/COPA/CGGAM/DPDS-FUNAI, according to LERNER & MIRANDA. Olhar para o céu com os pés fincados na terra: Áreas de uso coletivo e mercado voluntário de carbono na Amazônia brasileira: uma abordagem baseada em direitos. Technical Report. 2023. [Available here](#). Retrieved on September 22, 2023.

(3) CLEMENT et al., 2010 cited by FURQUIM, L.; WATLING, J.; SHOCK, M.; NEVES, E. O testemunho da arqueologia sobre a biodiversidade, o manejo florestal e o uso do fogo nos últimos 14.000 anos de história indígena. In: Povos tradicionais e biodiversidade no Brasil [electronic resource]: contribuições dos povos indígenas, quilombolas e comunidades tradicionais para a biodiversidade, políticas e ameaças / Manuela Carneiro da Cunha, Sônia Barbosa Magalhães and Cristina Adams, organizers; Eduardo G. Neves, coordinator of section 6. – São Paulo: SBPC, 2021. 85 pages.

(4) Information [available here](#).

(5) Ditto note 2.

(6) FRASER, Nancy. Capitalismo Caníbal. / Nancy Fraser. – 1st ed., Ciudad Autónoma de Buenos

Aires: Siglo Veintiuno Editores, 2023. Libro Digital, EPUB.

(7) It is interesting that the word clause derives from the Latin diminutive CLAUSUS, “closure, conclusion”, past participle of CLAUDERE, “to close, enclose”. So a person who is in prison, for example, is bound by a clause. [See here](#).

(8) The banks of the rivers in the Amazon estuary are occupied by thousands of traditional communities that often formally set up small residents’ associations.

(9) Just like the bushmaster snake in the Fábula Amarga [Bitter Fable] from the e-book Gosto de Fábulas, available at www.recantodasletras.com.br/e-livros/6907178

(10) The term ‘rentier’ is used to describe economic practices or structures of earning income that are not based on labour or productive activities, but in the ownership of assets such as financial securities, land, natural resources, etc.