Outlook

SBM018 - annotated agenda and related annexes.

From Tircp0434 <tircp0434@protonmail.com>
Date Wed 24-Sep-25 22:04
To A6.4mechanism-info <A6.4mechanism-info@unfccc.int>

Dear Supervisory Body members,

We are hereby submitting our inputs in respect of the "Call for input 2025 - Issues included in the annotated agenda and related annexes of the eighteenth meeting of the Article 6.4 Supervisory Body". Our input is limited to the "Draft Standard: Addressing non-permanence and reversals".

We are a small group of rural communities located in the desertic parts of Nevada supported by a group of volunteering students of international law and environmental law.

We thank you for giving us the opportunity to submit our views.

Respectfully,
E Hendricks
SaveClimate Campaign, Nevada

---------- Input begins ----------
Name of submitter: E Hendricks
Affiliated organization of submitter (if any): SaveClimate Campaign, Nevada
Email of submitter: As above
Date of submission: 24/09/2025 13:00h EDT
Document reference number and title: A6.4-MEP008-A03. Draft Standard: Addressing non-permanence and reversals (version 02.2)

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	2. Definitions	3(a)	Definition is ambiguous. For example, if the 3rd crediting period "has been renewed", then active crediting period would be limited to the third crditing period and would not cover th 4th crediting period under the existing definition. It is also not clear if a crediting period is still "active" if it has	Disambiguation is needed. We cannot propose a text because we don't know what is being meant by "active crediting period".

			already been "renewed"?	
2	2. Definitions	3(b)	Definition specfies that "participants have influence or control" over factors. While it is not clear what is the difference between "influence" and "control" respectively, in footnote 13 it is written that "control means that the activity participants have direction and influence" on the factors. Thus "control" includes both "influence" and "direction". But what is meant by influence and direction is not specified or clear otherwise. Whether "direction" by itself, or "influence" by itself is enough to qualify a reversal type, is also not clear.	Disambiguation is needed. We cannot propose a text because we don't know what is being meant by each of the three terms used.
3	2. Definitions	3(c)	In "quantity of carbon" it is not clear whether it implies elmental carbon or carbon in form of CO2 or carbon in some other chemical form.	Disambiguation is needed. We cannot propose a text because we don't know what is being meant.
4	2. Definitions	3(d)	It is not clear what is crediting deficit actually mean. It seems to be an excess of activity emissions, but activity emissions should always be netted out before issuing any A6.4ERs for a removal or emission reduction activity. The definition "A net increase in greenhouse gas emissions resulting from an Article 6.4 activity caused by factors other than reversals" is confusing and unnecessary in our view.	Delete this definition and this concept. It goes against the atmosphere and provides free-riding to the activity participants. Make sure that all emissions are accounted for at the time of issuance.
5	2. Definitions	3(g)	Negligible risk of reversal is based on "a loss of no more than [X] percent of all the A6.4ERs … calculated over a 100-year timeframe starting from no earlier than the end of the last active crediting period." In practice, no future action is verifiable or enforceable that is more than 30 years distant from the present. In many countries private contracts cannot be legally binding beyond 30 years. In view of this, an action or enforcement or obligation that is sustained over a period of 145 years is not practical or feasible. It is a mere pretext for dumping into the the atmosphere the emissions of the offsetting businesses and countries, while pretending or assuming that these	A practical approach is needed. It is suggested that either a feasible timeline such as 45 years provided in the Glasgow agreements be followed, or the A6.4ERs should be issued strictly ex-post verified storage period and without any outstanding liability. For example, every 5 years 5/145 of the tonnes being stored can be issued as A6.4ERs. This will ensure continued storage of GHGs and allow the offsettting emissions to enter the atmosphere at a much slower rate of 1/145 tonnes per year instead of a frontloading of 145 tonnes of emissions at the start of the storage period. A time lag between the actual removals (causing atmospheric cooling)

			will be neutralized by the hypothetical removals stored over 145 years.	and the offsetting emissions (causing atmospheric warming) will lead to a net climate benefit, in comparison to the hypothetical no-gain-no-loss offsetting that can never be guaranteed and that front-loads the atmosphere with the offsetter's emissions.
6	6.1 Net change in storage of a greenhouse gas or a precursor of a greenhouse gas	20	The text of this paragraphs contradicts the definition of reversal contained in the Definitions section, where reversal is relative to the issued A6.4ERs and not when "the net change in storage is less than zero".	Avoid contradictory or ambiguous provisions in the document. We cannot do this because do not know what the actual intention of the texts is.
7	6.3. Total A6.4ER issuance	26, 27	It is not clear what the crediting deficit actually means. It seems to be an excess of activity emissions, but activity emissions should always be netted out before issuing any A6.4ERs for a removal or emission reduction activity. According to the present text of the document, if an activity achieves 5 tonnes of removals and 100 tonnes of activity emissions during a crediting period, it is allowed to issue 5 A6.4ERs. If environmental integrity principle is followed, then the activity should actually cancel 95 credits as a result of this monitoring report. Otherwise, the activity can continue increasing 5 tonnes of storage for the next 10 crediting periods and build up thousands of tonnes of activity emissions without any punitive consequences. The load of emissions is actually borne by the atmosphere.	All emissions should be accounted for as they occur and should not be not carried forward to the future monitoring periods. In our view, instead of favoring activity participants, as they do in the present version, the rules should favour and protect the atmosphere. Allowing the excess emissions to stay in the atmosphere without any consequences in real time is against all science, policy and practice of climate mitigation.
8	7.4. Monitoring and reporting in the post-crediting monitoring period	49	"in order for activity participants to demonstrate negligible risk of reversal" ... "ensure that the greenhouse gases or their precursors that are stored by the Article 6.4 activity within the applicable greenhouse gas reservoir(s) have reached and will remain in a steady state or, where relevant, are stabilized for at least 100 years from the year of demonstration of negligible risk of reversal." In practice, no future action is verifiable or enforceable that is more than 30 years distant from the present. In many countries private	A practical approach is needed. It is suggested that either a feasible timeline such as 45 years provided in the Glasgow agreements be followed, or the A6.4ERs should be issued strictly ex-post verified storage period and without any outstanding liability. For example, every 5 years 5/145 of the tonnes being stored can be issued as A6.4ERs. This will ensure continued storage of GHGs and allow the offsettting emissions to enter the atmosphere at a much slower rate of 1/145 tonnes per year instead of

			contracts cannot be legally binding beyond 30 years. In view of this, an action or enforcement or obligation that is sustained over a period of 145 years is not practical or feasible. It is a mere pretext for dumping into the the atmosphere the emissions of the offsetting businesses and countries while pretending or assuming that these will be neutralized by the hypothetical removals stored over 145 years.	a frontloading of 145 tonnes of emissions at the start of the storage period. A time lag between the actual removals (causing atmospheric cooling) and the offsetting emissions (causing atmospheric warming) will lead to a net climate benefit, in comparison to the hypothetical no-gain-no loss offsetting that can never be guaranteed and that front-loads the atmosphere with the offsetter's emissions.
9	Appendix 2: 2.3. Missing report submissions	35	"Whenever a monitoring report or annual reversal report is designated as missing, the Article 6.4 activity shall be deemed to have experienced avoidable reversals. The secretariat shall provide electronic notice to the activity participant and inform the activity participant that it shall mitigate the avoidable reversals following the provisions of section 4 of this document." It is being assumed that providing a notice to the activity participants will automatically enforce compliance by the activity participants. The legal or binding force to be exerted by the secretariat or by the SBM is not mentioned in the text. Under what laws will the activity participants forced to fulfil their obligations is not clear. Hence this is a hypothetical and wishful thinking at best, and a pretext for loading the atmospher with large amounts of emissions released by the offsetters.	No forward liabilities should be created since those cannot be enforced in international mechanism of voluntary participation.
10	Appendix 2: 3.2.1. Remediation of potential future reversals5	44	"Activity participants may request to terminate their monitoring and reporting obligations in the post-crediting monitoring period if they have mitigated all potential reversals for all A6.4ERs issued to the Article 6.4 activity for emission reductions and/or net removals that are subject to a risk of reversal (i.e., considering all issuances to the Article 6.4 activity from the start of the first crediting period), as referred to in section 6.3 of Appendix 1, directly through the cancellation of a corresponding number of A6.4ER units from any Article 6.4 activity to a dedicated cancellation account in the mechanism registry for the purpose of remediation of future reversals. For any	Remove the contradiction.

			authorised A6.4ERs issued to the Article 6.4 activity, the cancellation shall be made using authorised A6.4ERs." Activity participants are required to replace all the A6.4ERS they ever received in the case of their walking away by defaulting on providing monitoring reports. This provision is self-contradictory. The underlying principle of these rules appears to be that the longer the period of storage of the removals the more value they have. On the other hand, under these rules if activity A releases all of its GHG stocks after 5 years of storage and activity B releases all of its GHG stocks after 50 years of storage, the two still face indentical consequences: both of them must replace all the A.6.4ERs that were issued. Which shows that storing GHGs for a longer time period has no value, which in turn shows the contradcitory nature of the rules.	
11	Appendix 2: 4.3. Reversals below baseline	59, 60	"Only the fraction of a reversal that corresponds to a net change in storage of greenhouse gases or their precursors for which A6.4ERs have been issued shall be remediated through the provisions of sections 4.1 and 4.2. Reversals below an Article 6.4 activity's baseline, as determined by mechanism methodologies, shall not be remediated through the provisions of sections 4.1 and 4.2. 60. When an Article 6.4 activity experiences a reversal below its baseline, as determined by mechanism methodologies, A6.4ERs shall not be subsequently issued for a net change in storage of greenhouse gases or their precursors, unless the sum of the quantity of greenhouse gases or their precursors stored in all applicable greenhouse gas reservoirs in the Article 6.4 activity scenario is greater than or equal to the sum of the quantity of greenhouse gases or their precursors stored in all applicable greenhouse gas reservoirs in the Article 6.4 activity's baseline, as determined by mechanism methodologies, with both sums expressed in tonnes of carbon dioxide equivalent." Merely stopping issuance or declinng request for issuance does not compensate for the harm done	Avoid any advance issuance by following incremental ex-post issuance.

			to the atmosphere by the excess emissions.	
12	Appnedix 2: 4.4. De-registration of activities	61	"When an activity participant makes a request to de-register a registered Article 6.4 activity that is subject to reversal risks, the following steps shall be taken: (a) The activity participant shall cancel A6.4ERs, with the number of A6.4ERs cancelled equal to the number of A6.4ERs that have been issued with respect to emission reductions and/or net removals from that activity to date, except for those A6.4ERs that were contributed to the Reversal Risk Buffer Pool Account; and (b) The secretariat, acting as the registry administrator, shall cancel A6.4ERs held in the Reversal Risk Buffer Pool Account, with the number cancelled equal to the number of A6.4ERs that have been issued with respect to emission reductions and/or net removals from that activity to date and that were contributed to the Reversal Risk Buffer Pool Account." Merely de-registering an activity does not compensate for the harm done to the atmosphere by the excess emissions.	Avoid any advance issuance by following incremental ex-post issuance.

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