POLLINATION Foundation

Greenwashing Checklist

BUILDING NATURE FINANCE PARTNERSHIPS WITH CONFIDENCE.

This checklist is a practical guide to stress-test readiness for nature-market partnerships between Indigenous Peoples & Local Communities (IPLCs) and corporates by exploring key steps and motivators. It is not intended as a rigid or exhaustive list, and may need to be adapted for other partners like funders, investors, governments and other allies who may have very different requirements for readiness. The companion glossary offers clear, plain-language explanations of key industry terms and jargon.

This tool is part of a suite developed by Pollination Foundation to help address gaps identified by partners in readiness support for Indigenous Peoples and Local Communities engaging in nature markets. It has been informed by lessons from world-leading projects, advisory and investment expert practitioners, and community members with lived experience.

*For this purpose "nature-markets" includes carbon, biodiversity and water markets.

Most safeguards that protect communities also protect companies, funders, governments and other partners from legal, reputational and delivery risks.

RED FLAGS	GREEN FLAGS
CROSS-MARKET (APPLIES TO ALL PARTNERSHIPS)	
CONSENT The community has freely agreed in advance, with full information and in their language, to what is being proposed and how it will be done.	
○ Rushed timelines ○ No minutes/translations ○ Participants not representative ○ Consent older than 12–18 months or once-off consent processes ○ Project scope changed post-consent ○ No/unclear grievance path	○ A documented FPIC pack: meeting records, translations, sign-in lists, confirmation of cultural authority ○ Independent facilitation ○ A clear, funded participation plan ○ Grievance mechanism

RED FLAGS	GREEN FLAGS
ATTRIBUTION / TENURE RIGHTS Everyone is clear and it's written down who owns or controls the rights being sold or claimed (e.g., carbon, biodiversity, water) and the land/sea tenure they come from.	
○ No legal memo outlining rights ○ Overlapping tenure/usage ○ Unresolved Nation-to-Nation protocols	○ Legal opinion mapping ownership/control of rights (carbon/biocredit/water) ○ Tenure maps ○ Recorded protocols for resolving shared tenure/rights. ○ Explicit statement on if/what claims are permitted before project starts (usually narratives about intended impacts is allowed, but no offsetting or quantity claims until credits are issued and retired).
BENEFIT-SHARING & GRIEVANCE Who gets what, when, and how is written down and paid transparently, with a simple way to raise problems and get them fixed.	
○ No benefit-sharing plan ○ Lump-sum promises ○ Timing not clear ○ No process for local appeal.	○ Published benefit-sharing plan, which includes percentages, tranches, and timing ○ Community-level grievance mechanism ○ Audit trail of payments.
ICIP / BRANDING / IMAGERY Any use of community names, stories, designs or images is permitted by the community under agreed terms, with a right to withdraw content if needed.	
○ Stock photos ○ Community name/logo/imagery used without current permission ○ Traditional cultural expressions (TCE) used as decoration ○ No takedown clause (i.e. right to remove content).	○ Indigneous Cultural and Intellectual Property (ICIP)/TCE license or MoU with clear flow for approvals ○ Takedown rights, and revenue-share if applicable ○ Data governance aligned to CARE Principles for Indigenous Data[1]

1 https://www.gida-global.org/care

RED FLAGS	GREEN FLAGS
CLAIMS & MARKETING Public statements about environmental benefits are accurate, only made after units are issued and retired, and everyone follows accepted rules for what they can say.	
○ "Carbon neutral now"/ "eco" claims based on future credits or unverifiable volumes ○ Product-level neutrality with no inventory or plan ○ Offsets touted before retirement	○ Co-benefits separated from credit claims ○ "Decarbonisation first" policy ○ Workflow for claims pre-approval ○ Claims pack compiled for retirement
PRICING & FEES All costs, commissions and profit-shares are known upfront, capped where needed, and paid out in a clear order so the community's share is protected.	
○ Opaque waterfall process (i.e. no priority of payments, no fee register with percentages, cost recovery caps and timing are unclear or changeable) ○ Undisclosed discounts, or "placement" fees taken from community proceeds	○ Transparent waterfall and fee register (with defined terms, exact priority of payments schedule, etc.) ○ Escrow/trustee controls ○ Quarterly statements and audit rights ○ Community share and trigger points fixed in the term sheet
CONFLICTS & ALLIES People helping the deal are independent, disclose any conflicts, and it's clear if they owe their duty to one side or are acting purely as neutral mediators.	
○ Facilitator paid by both sides (and rewarded by reachiWng a deal) ○ Undisclosed stakes ○ Role creep	○ Role statements ○ Conflict disclosure process, with recusal rules ○ Independent funding of community advisors via escrow/trustee (no contingency fees) ○ Red-flag log with escalation path

RED FLAGS	GREEN FLAGS
CREDIT MARKET MECHANICS (COMMON TO CARBON/BIODIVERSITY/WATER CREDITS)	
MEASUREMENT, REPORTING & VERIFICATION (MRV) Results are measured, reported and independently checked using transparent methods that also show the error bars and assumptions.	
○ Complex monitoring dashboard ○ No methodology documents ○ No pre-engagement with validation and verification body (VVB) ○ No uncertainty/leakage treatment ○ Inconsistent inventory	○ Public plain language MRV summary ○ Methodology is version controlled ○ Uncertainty is quantified per IPCC guidelines ○ Accredited VVB is engaged
ADDITIONALITY & BASELINES The project only gets credit for outcomes that wouldn't have happened anyway, calculated against a conservative, credible starting point.	
○ Financial/additionality not demonstrated ○ Moving or inflated baseline ○ Exante issuance with soft evidence only	○ Additionality test + conservative baseline in line with method ○ 3rd party review ○ Leakage deductions ○ Documented treatment for uncertainty
PERMANENCE & REVERSAL RISK There's a plan and funding (buffers or insurance) to cover losses if carbon is later released / biodiversity is later impacted / water quality or flow is later impacted or benefits don't last.	
○ Zero buffer/insurance ○ Perpetual liabilities dumped on communities ○ Unclear monitoring term ○ Not sharing force majeure risks.	○ Non permanence plan with buffer % or insurance ○ Monitoring term consistent with claim ○ Reversal remedies (e.g. fair caps and timelines for invalid or reversed units) spelled out.

RED FLAGS	GREEN FLAGS
REGISTRY & CUSTODY Units sit in official registry accounts with clear permissions, so only the right people can transfer or retire them and there's a clean audit trail.	
○ Selling units before registry accounts/KYC/ authority matrix exists ○ Unclear who can retire ○ Side wallets ○ Pre-minted tokens	○ Active registry accounts (buyer/seller) ○ Authority matrix (two-to-sign for retirement) ○ Escrow/trustee instructions ○ Labels/metadata set
TOKENISATION (IF USED) If credits are put on a blockchain, each token matches a real, issued registry unit, with community consent and control (no pre-minting or duplicates).	
○ On-chain tokens before issuance/retirement ○ Multiple chains ○ No link to official registry ○ No community custody/consent process.	○ Tokenization only post-issuance, 1:1 with a specific registry unit ○ Read-only bridge from registry ○ Community co-signers ○ Takedown capability.
CARBON-SPECIFIC	
DOUBLE COUNTING / ARTICLE 6 (CARBON) If credits move across borders, the host country must approve the transfer and adjust its carbon accounts so the reduction isn't counted twice – keeping both countries on track with Paris Agreement targets (aiming for 1.5°C warming).	
○ Intent to transfer/use internationally with no authorisation and/or corresponding adjustment plan ○ Claim language doesn't outline "Paris-aligned" vs "non-Paris use".	○ Host-country authorisation ○ Corresponding adjustment recording & labels where applicable (or explicit claim ring-fence for non-Paris, voluntary use. (See UNFCCC A6.2 guidance.)

RED FLAGS	GREEN FLAGS
JURISDICTIONAL NESTING When project accounting needs to line up with a province/state or national program so you don't double count, or clash with higher level baselines (e.g. forests and REDD+, peatland and land-sector programs, blue carbon and coastal frameworks).	
○ Forest project in a country building a national/sub-national program; ○ No alignment letters ○ No baseline integration.	○ Evidence of nesting alignment per Jurisdictional and Nested REDD+ (JNR) / Architecture for REDD+ Transactions (ART) TREES standard (baselines, leakage, allocation rules) ○ Letter(s) from competent authority.
BIODIVERSITY-SPECIFIC	
BIODIVERSITY CREDITS Biodiversity credits pay for measurable, additional improvements to habitats or species beyond legal requirements, secured for the long term and independently verified so the gains last.	
○ No mitigation hierarchy ○ Vague metrics ○ Short-term management ○ Stacking with carbon without clear separation ○ Displacement risk.	○ Uses recognized frameworks (e.g., IUCN Global Standard for NbS) ○ Management is legally secured and resourced (often ≥30 yrs) ○ Transparent metrics ○ Clear stacking rules and additionality.