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Dear Mr Stiell,

We welcome the recent publication of the text of the [Host Country Agreement \(HCA\) for COP30](#), signed with Brazil on 20 June 2025, on the UNFCCC website in line with long standing civil society demands for more transparency around such agreements. It is, however, important to ensure that information about its publication is shared widely, so that participants and members of the public are aware that it is now publicly available. For future HCAs, we urge you to enable the participation of those who may be affected by the agreement in the development of the text and to make the text available immediately after signing, rather than waiting until the HCA comes into force.

Now that we have full access to the HCA, we are writing to you to share our reflections with respect to human rights protections contained within it. We are pleased to see that several recommendations from civil society regarding human rights protections in HCAs¹ have been implemented and we urge you to ensure that these are also continued in future HCAs. We also ask you to ensure that all the principles reflected here also apply in the context of the UNFCCC's agreement with the host country of the Secretariat. Nonetheless, there remain significant gaps and areas where human rights protections could be strengthened.

1) Positive elements

- Reference to the commitment of Brazil and the UNFCCC secretariat to “uphold the fundamental human rights, dignity and worth of the human person, and equal rights of all participants” in the preamble.

¹ See for example Amnesty International, *UNFCCC COP28 Host Country Agreement: A failure to protect human rights*, 4 July 2024, Index: IOR 40/8216/2024, <https://www.amnesty.org/en/documents/ior40/8216/2024/en/>; LEAD Joint Statement, *Guaranteeing a seat at the table at COP30 for voices on the climate emergency's frontlines*, 7 March 2025, <https://globalwitness.org/en/campaigns/land-and-environmental-defenders/guaranteeing-a-seat-at-the-table-at-cop30-for-voices-on-the-climate-emergencys-frontlines/>; Joint open letter to UNFCCC and Brazilian cop30 leadership to address fossil fuel lobby influence, 18 March 2025, <https://www.transparency.org/en/press/transparency-international-partners-call-immediate-action-end-high-polluters-lobbys-climate-talks-cop30> and Joint Statement: *Reclaiming Climate Justice: United Call for an Urgent Reform of the UN Climate Talks*, 23 June 2025, <https://www.ciel.org/news/un-climate-talks-bonn-civil-society-urges-reform-ahead-of-cop30/>;

- This should be strengthened by further reference to the respect for and protection and fulfillment of relevant human rights before, during and after COP30 in the operative paragraphs of the HCA, in addition to the reference to respect for human rights in relation to personal data processing and the right to privacy in Article 17.1.
- The inclusion of a new article (Article 3) on Inclusion to ensure that all aspects of the meetings are planned and organized in an inclusive and non-discriminatory manner, including the specific requirements to provide lactation rooms, care services and nursing rooms, and culturally sensitive spaces for Indigenous Peoples and local communities (Article 3.2), as well as maintaining the requirement for facilities to enable the full participation of participants with disabilities (Article 4.14)
- The requirement for catering, interpretation and transport services (Article 4.11), in addition to accommodation (Article 7), to be made available at affordable prices as previously recommended.
 - We remain concerned that despite this clause, accommodation prices in Belém are still unaffordable for many civil society and Indigenous Peoples representatives and are aware of Observer organizations who have secured badges but have been unable to find any affordable accommodation, putting their participation at risk.
 - We urge you to do all within your power to ensure that this clause of the Treaty is implemented and that future HCAs contain an accountability mechanism in this regard.
- The requirement for prior vetting of vendors to ensure that they are not currently included in the Ineligible Suppliers List of the United Nations Global Market Place and to ensure that the selected vendors respect the privileges and immunities of the secretariat and that of the other United Nations agencies, which may enter into commercial contracts with these selected vendors (Article 4.13).
 - This could be strengthened to include a requirement for human rights and environmental due diligence vetting of proposed vendors to ensure that entities are excluded that are known to have committed human rights abuses or to operate in a manner incompatible with the aims and objectives of the UNFCCC, the Kyoto Protocol and the Paris Agreement.
 - Vendors should also be required to respect human rights and the privileges and immunities of all participants
- Provisions on climate impact, reduction and sustainability of the meetings including a management system to plan, coordinate, and report on sustainability aspects, and evaluation and certification by an independent third party (Article 5).

- However, the provision to compensate associated emissions should be strengthened by inclusion of a mechanism to ensure that the proposed compensation and investments are in projects that contribute to genuine emissions reductions and should not rely on climate offsets.²
- Maintenance of the requirement to undertake initiatives to promote and facilitate the participation and engagement of observer organizations, in the lead-up to and during the Conference and to provide facilities for observer organizations to undertake their activities at COP30 (Article 7.1(h)).
- The requirement that host country support and technical personnel shall be guided by the highest ethical and professional standards and are expected to behave with integrity and respect (Article 10.6).
 - This should be strengthened with an accountability mechanism for instances where staff fail to uphold these standards and/or commit human rights abuses.
- The article on privileges and immunities, including maintenance of the clause on inviolability of the premises and the dropping of the clause in previous agreements stating that participants have the duty to respect the laws and regulations in force in the host country and have the duty not to interfere in its internal affairs (which should not be included in any future HCAs) and the rewording of the clause in previous agreements on conditions for waiving immunity (Article 11.13).
 - However, Article 11.10 which qualifies immunities and privileges for Brazilian nationals does not mention Brazilian nationals who participate through Observer organizations, nor is it clear if Brazilian nationals who participate on Party overflow badges would be covered by the privileges and immunities clause.
 - We would also recommend strengthening similar articles in future HCAs to include strong commitments by the host country regarding the respect for, and protection and fulfillment of human rights, especially by pledging to ensure the full enjoyment without discrimination of the rights of peaceful assembly, freedom of expression, including access to information, and meaningful participation, with any restrictions imposed being in line with the three-part test under international law (legality, legitimate aim and necessity and proportionality).

This should include a specific non-retaliation clause in which the host country would commit to prohibiting and preventing unlawful surveillance, arrests, detentions, or any other form of retaliation against participants or environmental human rights defenders simply for exercising their human rights including freedom of expression and peaceful assembly before, during and after the COP meetings.

² *Joint Statement: Why carbon offsetting undermines climate targets*, 2 July 2024, Index IOR 40/8251/2024, <https://www.amnesty.org/en/documents/ior40/8251/2024/en/>

- Additionally, we would also recommend adding to future HCAs a clause stipulating that privileges and immunities for words spoken or written and any act performed by delegates, observers or participants in connection with their participation in the Pre-sessional Meetings/Conference/Other UNFCCC Meetings would extend in perpetuity, beyond the formal end date of the treaty.
- The right of entry to all persons officially recognized as participants through free Special Entry visas delivered through an electronic application process (Article 11.6)
 - However, it is regrettable that there is no alternative means of application for persons unable to access electronic platforms for any reason and future agreements should provide greater clarity on how such persons can obtain visas in advance of travel. In this regard, we urge you to share information on how this could be done with registration confirmation letters, and through easily accessible information on the UNFCCC website.
 - Additionally, the HCA specifies that visas will be granted within 10 days. This is considerably longer than the three days specified in the COP29 HCA. We recommend that future HCAs guarantee the provision of visas within one week of application.
 - The stipulation in the COP29 HCA that the UNFCCC secretariat will provide information on the visa application system with the registration letter has been removed from this HCA and could usefully be added to future agreements.

2) Additional elements of concern

In addition to the recommendations in the section above, we wish to raise some additional elements of concerns which should be addressed in future HCAs to ensure greater respect, protection and fulfillment of human rights.

- The agreement allows the government to present “well-founded objections” based on law to the entry of particular individuals and stipulates that objections must be related to specific criminal, security matters and not to nationality, religion, professional or political affiliation (Article 11.6).

Amnesty International and others have documented in previous years instances where individuals have been denied visas where these criteria do not apply.³ There should be a clear mechanism with due process guarantees, with a defined role for the UNFCCC Secretariat to be able to scrutinize the process, that allows individuals to appeal against such decisions. In the interests of transparency, the Secretariat should publish data after each COP on the number and nationality of individuals who were not granted visas on

³ See for example, Amnesty International, *UNFCCC COP28 Host Country Agreement: A failure to protect human rights*, p.2-3, previously cited

these grounds and whether or not they were in the end able to participate in the meetings or not.

- The language on partnerships and sponsorships appears to have been weakened compared to the COP28 and COP29 HCAs in terms of whether the host is supposed to take into account the advice of the Secretariat, and by deleting the explicit reference to climate integrity.
 - Future HCAs should go beyond a recommendation to seek advice, and put in place clear criteria for the selection and approval for any partnerships or sponsorships, explicitly excluding fossil fuels and other high polluting or environmentally destructive industries, and any entities that enable or have ties with them.
 - Future HCAs must have provisions requiring mandatory disclosure of all partnerships and sponsorships.
 - In addition, we urge you to put in place an accountability framework including a Conflict of Interest policy for the UNFCCC that prevents entities with private, polluting interests from unduly influencing or undermining UNFCCC activities and processes through their engagement as representatives of non-governmental organizations, strengthens the process for admission and accreditation of observers within the UNFCCC and its convenings, and draws on established international precedents, including from other UN bodies.

Future HCAs should refer to and implement this accountability framework.

- There is no explicit guarantee by Brazil to respect, protect and fulfil human rights, including the rights to freedom of expression and of peaceful assembly outside the Blue Zone for all people without discrimination (whether Brazilian nationals or not) who wish to express their views, including on COP30.
 - We urge the Secretariat to negotiate such a commitment in future HCAs.
- The dropping of the requirement in previous agreements for the host country to submit a report regarding the implementation of the terms of the HCA, including on lessons learnt and challenges faced.
 - This should be reinstated in future HCAs, and made public, with due regard to confidentiality of participants or commercially sensitive information.
- We also urge you to clarify whether there is any separate memorandum of understanding with Brazil in relation to the organization of advocacy actions in the Blue Zone, and if so, to ensure that it is published and shared widely. Any such agreement should not unduly restrict human rights, including the right to freedom of expression and of peaceful assembly of observers and participants.

The following organizations have endorsed this Open Letter:

1. Amnesty International
2. 350 Taiwan
3. AbibiNsroma Foundation
4. African industrial Solution AFIS-AFRICA
5. CAN Latin America (CANLA)
6. CAN ZIMBABWE
7. Center for Economic and Social Rights (CESR)
8. Center for International Environmental Law
9. Centre for Human Rights and Development
10. Child Rights International Network
11. Climate Action Network Arab World
12. Coalition des Volontaires pour la Paix et le Développement, CVPD
13. Conectas Direitos Humanos
14. DISABILITY PEOPLES FORUM UGANDA
15. Ecojustice Ireland
16. Egyptian Initiative for Personal Rights (EIPR)
17. Global Focus
18. Global Platforms Network
19. Habitat Defenders Africa (HDA)
20. International Federation for Human Rights (FIDH)
21. International Service for Human Rights
22. Ismail Mahomed Centre for Human and Peoples' Rights, Faculty of Management
Commerce and Law, University of Venda, South Africa
23. MenaFem Movement for Economic Development and Ecological Justice
24. Moroccan Association for Green Economy for the Environment and Climate Justice
25. Natural Justice
26. Not1More
27. Pakistan Fisherfolk Forum
28. Porgera Red Wara (River) Women's Association Incorporated
29. Protect for Sustainable Solutions - PSS
30. Resilient40
31. Shifting Advocacy
32. The Egyptian Commission for Rights and Freedoms
33. Transparency International
34. Uganda Eyenkya Development Project Group
35. US Climate Action Network
36. World's Youth for Climate Justice