The IUCN Red List Partnership Agreement

This Agreement is entered into between:

IUCN, the International Union for Conservation of Nature (hereinafter referred to as “IUCN”),

BirdLife International,

Botanic Gardens Conservation International (hereinafter referred to as “BGCI”),

Conservation International (hereinafter referred to as “CI”),

NatureServe,

Royal Botanic Gardens, Kew (hereinafter referred to as “RBGK”),

Texas A&M University (hereinafter referred to as “TAMU”),

The Zoological Society of London (hereinafter referred to as “ZSL”),

Department of Animal and Human Biology, Sapienza University of Rome (hereinafter referred to as “SAPU”), and

Wildscreen

(with BirdLife International, BGCI, CI, NatureServe, RBGK, TAMU, ZSL, SAPU, Wildscreen and any other legal entity that may become a Party to this Agreement individually and collectively referred to as “Party” and “Parties” or “Collaborating Organizations”)

I. Background

A. The IUCN Red List of Threatened Species™ (hereafter also referred to as the “Red List”) is the world’s most widely recognized and authoritative compilation of data on the conservation status of species, and the extinction risks that they face. Since 1998 IUCN, through the work of its Species Survival Commission (SSC) and Species Programme, has developed The IUCN Red List of Threatened Species™ into a global standard.

B. The IUCN Red List of Threatened Species™ is now recognized as one of the fundamental tools to support biodiversity assessments, conservation planning and priority setting, and for reporting on progress in fighting the extinction crisis.
IUCN proposes to continue expanding its species assessment work based on the data underpinning the Red List assessments to ensure that this tool is deployed to maximum benefit by the IUCN family and beyond, with the ultimate objectives of eliminating or significantly reducing the lack of information on biodiversity, and of promoting the achievement of effective conservation and sustainable forms of development.

C. Expanding and developing *The IUCN Red List of Threatened Species*™ requires close collaboration between all three pillars of IUCN: the Commissions, Secretariat and membership, and specifically between:

1. The SSC, which acts as custodian of the Red List, develops and maintains standards for Red List assessments, and convenes a large volunteer network to contribute data and expertise;

2. The IUCN Species Programme (SP), which facilitates and supports the SSC, manages data collection processes, convenes the Parties, co-ordinates the performance of this Agreement, and together with the SSC assists in the maintenance of standards and produces *The IUCN Red List of Threatened Species*™ and associated Red List products; and

3. Collaborating Organizations that make substantive commitments to help advance and develop the Red List in a variety of ways.

D. In 2002, IUCN and three Collaborating Organizations (BirdLife International, CI and NatureServe) entered into a formal agreement designed to enhance work to develop *The IUCN Red List of Threatened Species*™. This Agreement supersedes, replaces and builds on that earlier agreement, and constitutes the new formal basis for cooperation among those Parties, as well as the other Collaborating Organizations, to be known as the Red List Partnership.

E. 1. The primary purpose of the Red List Partnership is to advance the development, maintenance, promotion and use of *The IUCN Red List of Threatened Species*™. The Red List Partnership also serves as an important means for the Parties to coordinate activities related to biodiversity assessment and analysis, and to share information, expertise and insights in ways that enable the Parties to achieve their own strategic goals for science-based biodiversity conservation.

2. It is understood that, for all intents and purposes of this Agreement, the term "Partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create, nor shall it create, any rights or obligations (other than those of a contractual nature provided for hereunder) under the laws of partnership of any jurisdiction.
II. Vision

IUCN’s Vision is *a just world which values and conserves nature.*

SSC’s Vision, *a world that values and conserves present levels of biodiversity,* complements and focuses on a specific component of IUCN’s Vision.

The Parties shall work together towards the achievement of SSC’s Vision by making reliable information on the status of biodiversity available to support the work of governmental and non-governmental conservation agencies/organizations, development assistance agencies, scientists, land-use planners, policy-makers, corporations and others in accordance with the terms of the Agreement.

III. Goal and Objectives

A. The goal of the SSC is as follows:

*The extinction crisis and massive loss in biodiversity are universally adopted as a shared responsibility, resulting in action to reduce this loss of diversity within species, among species and of ecosystems.*

B. The Parties shall work together to achieve the goal of the SSC, as mandated from time to time by the IUCN World Conservation Congress, and in accordance with the terms of the Agreement.

IV. Principles of Performance

All Parties agree to the following principles in the performance of this Agreement:

A. The process of undertaking status assessments of species will be clear and transparent and will follow the processes outlined in the Terms of Reference for the Red List Authorities (as the term “Red List Authority(ies)” is defined in the Glossary, and with the Terms of Reference annexed hereto as *Annex 1*), as amended from time to time.

B. The listings of species will be based on correct use of the IUCN Red List Categories and Criteria (Version 3.1, which is annexed hereto as *Annex 2*) and will be open to challenge and correction, as may be necessary and appropriate.

C. All status assessments of species will be correctly documented and supported by the best scientific information available, to the extent that this is reasonably possible within available resources.

D. The Red List will exist as an electronic version on the World Wide Web and, resources permitting, will be updated regularly.

E. An analysis of the findings of the Red List will be published approximately every four years, usually coinciding with the IUCN World Conservation Congress.
F. The Red List website will include a mechanism to allow users to provide information for consideration in updating the IUCN Red List.

G. The branding will identify IUCN as the owner of the Red List trade mark and as custodian and producer of *The IUCN Red List of Threatened Species*™ and of the IUCN Red List Index including the sampled approach, as well as the convener of the Parties to this Agreement. The IUCN Red List brand will be supported, protected and maintained in accordance with the principles, rules and guidelines governing the visual identity of IUCN, as they may be established and amended from time to time.

V. Rights and Obligations of IUCN

The Parties acknowledge and agree that IUCN is the owner of the Species Information Service (SIS) in which the Red List dataset (each of these terms being defined in the Glossary, annexed hereto as *Annex 3*) is stored and managed, and of the Red List brand, and the custodian and producer of and trade mark holder in *The IUCN Red List of Threatened Species*™. In this regard, IUCN (through SSC and the Species Programme) shall exercise/perform the following rights/obligations:

A. To administer and maintain the overall process for assuring the accuracy, quality and validity of the Red List dataset, including:

1. The appointment of Red List Authorities responsible for the assessment of specific *taxa* on the Red List, and

2. An appropriate peer review process to ensure the proper application of the IUCN Red List Categories and Criteria

B. To provide secretariat services for the Standards and Petitions Sub-Committee (hereafter “SPSC”) of the Red List Committee (hereinafter “RLC”), constituted under the SSC Steering Committee, as set forth in the Terms of Reference of the RLC and SPSC, current versions of which are annexed hereto as *Annexes 4 and 5* and which may be revised from time to time by the SSC Chair on the advice of the SSC Steering Committee. It is understood and agreed that the SPSC shall have the authority to consider and resolve all disputes relating to the listing of species.

C. To provide advice on appropriate uses of the dataset in the Red List, in accordance with the Guidelines for Appropriate Uses of Red List Data, annexed hereto as *Annex 6*.

D. To coordinate further development of the IUCN Red List.

E. To add validated Red List assessments to the IUCN Red List and website in a timely manner.

F. To curate and maintain the Red List data, and make all such data, after validation (as defined in *Annex 3*), openly accessible according to the Conservation Commons principles (see Art. VII(A) of this Agreement proper), except where
(and to the extent that) restrictions have been placed by data providers in writing, or when the release of sensitive data might jeopardise the conservation status of a species.

G. To invite the Collaborating Organizations to nominate representatives to take part in the Red List Committee tasked with overseeing and guiding the Red List process (see Sec. B of this Art. VI above)

H. To lead and coordinate the Red List Partnership, and to decide, following consultation with the Collaborating Organizations, on the admission of new Parties to this Agreement as provided for in Art. XIV hereunder.

I. To administer and maintain the IUCN Red List trademark and any associated trademarks.

VI. Rights and Obligations of the Collaborating Organizations

A. During the term of this Agreement, each Collaborating Organization shall make a long term institutional commitment including but not limited to the following:

1. The commitment of substantial financial or in-kind resources towards the performance of activities consistent with the Red List Partnership, usually equivalent to an amount in excess of US$ 200,000 per calendar year.

2. A substantial technical and strategic contribution to one or more of the following:
   a. Direct support of species-level Red List assessment work (for example, hosting, supporting, financing, and/or acting as a Red List Authority)
   b. Programmatic support of the Red List more generally (for example, hosting, supporting or financing large taxonomic or regional assessment projects).
   c. Technical development of the IUCN Red List, including the definition of data standards, classification schemes, and indicators.
   d. Data synthesis, analysis and publications arising from the IUCN Red List.
   e. Promoting and communicating the IUCN Red List, and the conservation messages emerging from it.
   f. Management of the SIS and Red List website, including the development of software, for data management and presentation.

3. Signing a bilateral Memorandum of Understanding (MoU) with IUCN outlining specific agreed activities and outputs, with each MoU hereby incorporated by reference into this Agreement. It is understood and agreed that in the case of any conflict or inconsistency between the language of the bilateral MoU and the language of this Agreement, the latter shall prevail. All such MoUs will be attached hereto under Annex 7.
B. All Collaborating Organizations shall:

1. Be users of the IUCN Red List system of Categories and Criteria for species assessments.

2. Support the Species Information Service ("SIS") as the means to manage and make available the Red List dataset.

3. Provide, as needed, technical contributions to the work of the RLC and/or to any RLC Working Groups that may be established.

4. Assign a Red List Focal Point to act as a point of contact who is empowered to take part in negotiations between the Parties.

5. Respect and abide by the independent scientific process for assessing species for the IUCN Red List, including the work of:
   a. The Red List Authorities carried out pursuant to their Terms of Reference (as set forth at Annex I), and
   b. The Standards and Petitions Sub-Committee (SPSC – as referenced in Art. V.B above).

6. Be invited to contribute to all partnership activities including relevant funding applications and large-scale analyses of Red List data.

C. The Collaborating Organizations will be represented on the RLC by individuals appointed in consultation with the RLC Chair. Five seats on the RLC will be reserved for representatives of the Collaborating Organizations. In the event that there are more than five Collaborating Organisations, these organizations will elect from among themselves their five representatives to be proposed to the RLC Chair.

D. All these commitments are made in good faith, it being understood that the ability of each Collaborating Organization to implement its commitments will depend upon the availability of resources. Collaborating Organizations may satisfy the obligations described in this Art. VI by securing third-party funding for projects that support the objectives of this Agreement as described in Art. VI. Collaborating Organizations are not obligated to make financial or in-kind contributions directly to IUCN in connection with this Agreement. Third-party funds secured and made available by Collaborating Organizations to support individual projects, as well as any in-kind contributions made by Collaborating Organizations towards such projects, will be counted towards meeting the financial commitments outlined in Art. VI.

VII. Intellectual Property Rights

A. In their performance of this Agreement, all Parties will have the following obligations:

   1. Abide by the principles of the Conservation Commons, as posted on http://www.conservationcommons.org and as they may be amended from time to time, and as re-stated below in their current form:
**Principle 1, Open Access:** The Conservation Commons promotes free and open access to data, information and knowledge for conservation purposes.

**Principle 2, Mutual Benefit:** The Conservation Commons welcomes and encourages participants both to use resources and to contribute data, information and knowledge.

**Principle 3, Rights and Responsibilities:** Contributors to the Conservation Commons have full right to attribution for any uses of their data, information, or knowledge, and the right to ensure that the original integrity of their contribution to the Commons is preserved. Users of the Conservation Commons are expected to comply, in good faith, with terms of use specified by contributors and in accordance with these Principles.

2. To the extent permitted by applicable law, respect and preserve the intellectual property and other rights of data owners and suppliers, it being understood that, any Party who infringes third-party rights (as defined in the Glossary at Annex 3) shall be individually and solely liable for any resulting damages, and shall indemnify any other Parties who might also be found liable for damages as a result of the indemnifying Party’s infringement.

3. Take all reasonable steps necessary to preserve each Party’s intellectual property rights in the data provided for inclusion into the Red List dataset or database.

B. Furthermore, it is recognized that each Collaborating Organization retains ownership of the intellectual property that it develops. Each Collaborating Organization agrees, to the extent permitted by applicable law, to grant an irrevocable, nonexclusive, non-transferable, royalty free license to use intellectual property contributed to the Red List dataset to the other Collaborating Organizations for purposes of this Agreement, including the right to reproduce copies and to make derivative works

**VIII. Communication and co-ordination**

A. To facilitate communication and to co-ordinate the performance of this Agreement, each Party will designate in writing one specific individual to serve as its Focal Point.

B. Any notice provided to a Party’s designated Focal Point shall be deemed to be notice to that Party. Each Party shall be responsible to keep IUCN updated in writing as to the name and contact information of the Focal Point.

C. The normal means for coordination of the work being implemented under this Agreement will be through the RLC, consisting of the RLC Chair, representatives of the Collaborating Organizations, the SSC, the IUCN Secretariat and others as defined in Annex 4.

D. In addition to the functions and work of the RLC, IUCN will establish mechanisms for the Parties to share relevant information and ideas, which may
include, without limitation, the convening of meetings of the Red List Partnership to review the performance of the Agreement.

IX. Resources and Fundraising

A. The Parties shall work individually and collectively to raise funds for the implementation of the agreed MOUs in support of the implementation of this Agreement. For purposes of this section, fundraising can include Collaborating Organizations raising funds from third parties to fund their own projects to be carried out in support of this Agreement.

B. All Parties agree that when developing projects for fundraising purposes they will include, wherever possible, costs of data management and collection, compilation, validation, and consistency checking in addition to costs of data analysis and publication.

X. Policies and Positions

A. Where Parties are involved in assessments, each Party is strongly discouraged from releasing its own draft data (i.e., that for which the assessment, evaluation and consistency check processes as defined in the RLA Terms of Reference have not yet been completed), except as part and within the scope of the validation process. In the event of it being necessary to release draft data, it shall be clearly flagged in writing as not approved by IUCN.

B. No Party shall utilize or publicly release for any purpose draft data provided by other Parties without the latter’s advance written permission.

C. New validated data will be made available only through the regular releases of The IUCN Red List of Threatened Species™ with the following exceptions:

1. Validated data may be provided before release on the Red List to the donor that funded its collection, where required by the donor.

2. Parties may make available their own validated data to third parties prior to release on the Red List, but must refrain from releasing data that they did not generate prior to release on the Red List.

3. Those involved in the leadership of particular Red List Assessment projects (including any Collaborating Organizations and other key data providers) may write scientific publications based on these data prior to their release on the Red List, providing this does not lead to an unreasonably long delay in their release on the Red List, and providing that the data providers in question have given their consent for their data to be used pre-publication in this way.

XI. Acknowledgements and Logos

A. The Parties agree that for all products based on the use or application of the IUCN Red List Categories and Criteria the participation of the Parties in each such
product will be recognized in pre-agreed form according to the role played by the respective Parties, and consistent with the bilateral MOUs between IUCN and specified Red List Collaborating Organizations.

B. A boiler plate text will be developed and agreed to describe, for any product, the role played by IUCN and other Parties. This acknowledgement shall be in addition to the recognition given to significant contributors to the product in question.

C. The name and logo of each of the Parties are trademarks owned by that Party, and may not be used by the other Parties to this Agreement other than as expressly provided for hereunder, except with the prior written permission of their owner.

XII. Limitations to the Agreement

No Party to this Agreement has the authority to bind the others in any manner whatsoever, nor to take any positions, or create any commitments or obligations, whether legally binding or not, in the name or on behalf of any of the other Parties.

XIII. Modification of the Agreement

This Agreement may be modified only through a written amendment to this Agreement signed by all the Parties.

XIV. Additional Parties to the Agreement

A. Any organization wishing to become a Red List Partner and an additional Party to this Agreement shall provide convincing demonstration of its support and endorsement of the principles and commitments set forth hereunder, and its full acknowledgement of the rights and role of IUCN to the reasonable satisfaction of IUCN.

B. IUCN will consult with the other Parties as to the suitability of potential additional Parties, but the final decision to that effect will rest with IUCN.
XV. Term and Termination; Withdrawal by or Removal of Any Collaborating Organization from the Agreement

A. This Agreement shall become effective on the date of signature by all the Parties and shall remain in force for a period of six (6) years ("initial term"). At the expiration of the initial term, the Agreement shall be renewed automatically for one or more additional consecutive terms ("renewal terms"), upon the same or such other terms and conditions as the Parties may agree, and unless and until terminated as provided for hereunder.

B. IUCN may terminate this Agreement at any time, upon advance written notice of ninety (90) days to all Parties.

C. Any Collaborating Organization may withdraw unilaterally from this Agreement and thus terminate its participation in the Red List Partnership by providing to IUCN ninety (90) days written notice of its intent to so withdraw.

D. Should any Collaborating Organization fail, in the reasonable opinion of IUCN, substantially to comply with the terms of or perform its obligations under this Agreement, IUCN, upon decision by its Director General, shall have the right to remove such a Collaborating Organization as a Red List Partner and as a Party to this Agreement upon ninety (90) days' advance written notice, which shall be copied to all the Parties.

XVI. Dispute Resolution

A. Should any dispute arise between the Parties concerning their respective rights, duties or liabilities under this Agreement, which the Parties are unable to resolve in an amicable fashion, such a dispute shall be settled exclusively and finally by arbitration under the UNCITRAL Arbitration Rules in effect at the time the dispute arose, and in accordance with the following provisions:

1. The number of arbitrators shall be three (3), unless the Parties involved agree to one (1) arbitrator;

2. The place of the arbitration shall be IUCN Headquarters, in Gland, Switzerland;

3. The language to be used in the arbitral proceedings shall be English, with each of the Parties involved providing its own language interpretation services at its own expense.

B. The UNCITRAL Arbitration Rules are incorporated into this Agreement by reference, and copies are available from The United Nations Commission on International Trade Law (UNCITRAL), P.O. Box 500, A-1400, Vienna, Austria, or may be downloaded from the UN Internet website through the following link: http://www.jus.uio.no/imi/un.arbitration.rules.1976/
XVII. Miscellaneous

A. Severability. If any term or provision of this Agreement shall be held illegal, void, unenforceable under or otherwise in conflict with the laws of any competent jurisdiction, the validity of the remaining terms or provisions of the Agreement shall not be affected thereby and shall remain in full force and effect to the extent allowed by applicable law.

B. No Waiver. A waiver by any Party of any breach by any other Party of any term of this Agreement shall not be or deemed to be a waiver of any other preceding or subsequent breach of the same or any other term.

C. Force Majeure. The performance of this Agreement by any Party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, curtailment of transportation facilities, and other emergencies making it illegal or impossible for any Party to perform its obligations.

D. Entire Agreement. It is understood and agreed that Annexes 1, 2, 3, 4, 5, 6 and 7, as they may be amended from time to time by the bodies administering them, are incorporated into and constitute an integral part of this Agreement. In case of any inconsistency or conflict between the language of this Agreement proper and that of any of the Annexes, this Agreement proper shall prevail over any and all of Annexes 1-7; and among the Annexes, Annex 2 shall prevail over Annexes 1, 3-7. This Agreement contains the entire understanding between/among the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings between/among the Parties concerning said subject matter.

XVIII. Execution

This Agreement has been executed by all the Parties in eleven (11) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. The co-signature of the Chair of the SSC on behalf of IUCN, along the primary signature of the Director General, is intended as an acknowledgment of the extensive role and work to which SSC is committed under this Agreement, it being understood that the ultimate decision-making authority under the Agreement on behalf of IUCN shall rest with its Director General.

Director General
IUCN, International Union for Conservation of Nature

Chair, Species Survival Commission

Date: 25/4/2010

Date: 2/7/2010
IUCN, International Union for Conservation of Nature

Chief Executive, BirdLife International

Secretary General, Botanic Gardens Conservation International

Senior Vice President for Science and Knowledge Conservation International

President and CEO, NatureServe

Director, Royal Botanic Gardens, Kew

Vice President for Research, Texas A&M University

Director General, Zoological Society of London

Head of Department, Department of Animal and Human Biology, Sapienza University of Rome

Chief Executive, Wildscreen