

The IUCN Red List of Threatened Species Partnership Agreement

This Agreement is entered into between:

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

AND

New Mexico BioPark Society

BirdLife International,

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

Center for Biodiversity Outcomes, Arizona State University (hereinafter referred to as
“ASU”),

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

Re:wild (formerly Global Wildlife Conservation)

NatureServe,

Missouri Botanical Gardens (hereinafter referred to as “MBG”)

The Board of Trustees of the Royal Botanic Gardens, Kew (hereinafter referred to as
“RBGK”),

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

Senckenberg Society for Nature Research (hereinafter referred to as “Senckenberg”),

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

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

(with New Mexico BioPark Society, BirdLife International, ASU, BGCI, CI, Re:wild, NatureServe, MBG, RBGK, SAPU, Senckenberg, TAMU and ZSL, and any other legal entity that may become a Party to this Agreement individually and

collectively referred to as “Red List Partner” and “Red List Partners”, respectively), all individually and collectively referred to as “Party” and “Parties”, respectively.

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I. Background

- A. *The IUCN Red List of Threatened Species* (or The IUCN 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 and the Red List Partners, have together developed The IUCN Red List 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. The

Parties herein propose to continue expanding this species assessment work to ensure that The IUCN Red List is deployed to maximum benefit by the wider conservation community, 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 requires close collaboration between the following:

1. IUCN, which acts as custodian of The IUCN Red List and of The IUCN Red List Categories and Criteria, develops and maintains protocols and procedures for Red List assessments, and convenes a large volunteer network through the IUCN Survival Species Commission (SSC) to contribute data and expertise, and manages data collection processes, convenes the Parties, and assists in the maintenance of standards and produces The IUCN Red List and associated Red List products;

2. Red List Partners, whose financial, technical and in-kind contributions have been considerable and whose continuing substantive commitments help advance and develop The IUCN Red List in a variety of ways including: serving as or hosting Red List Authorities; coordinating and delivering large numbers of species assessments; leading scientific analyses as well as publication of hundreds of scientific papers that provide the scientific underpinning for the Red List; developing innovative methods, procedures and tools to support Red List assessments, contributing to the development of products based on the Red List; training in the IUCN Red List categories and criteria; and the promotion of the Red List and its uses.

D. In 2002, IUCN and three initial Red List Partners (BirdLife International, Conservation International and NatureServe) entered into a formal agreement designed to enhance work to develop The IUCN Red List (“Initial Agreement”). The Initial Agreement was superseded and replaced by two successive Agreements concluded in 2010 and 2016 between IUCN and the initial Red List Partners, joined by additional Red List Partners (“Second and Third Agreement”). This fourth Agreement supersedes, replaces and builds on these earlier agreements, and constitutes the new formal basis for cooperation between IUCN and the Red List Partners signing this Agreement, to be known as the Red List Partnership.

E. The primary purpose of the Red List Partnership is to advance the development, maintenance, promotion and use of The IUCN Red List. 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.

F. 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.

- G. Despite the expiration of the Third Agreement effective on 03 September 2016 for a period five years, the Parties ascertained that they wished to continue activities and the project beyond the expiration date and de facto the Parties continued to implement the Third Agreement. Parties agree that activities carried out after the expiration of the Third Agreement and prior to the signing of this fourth Agreement shall be subject to the terms and conditions of the Third Agreement, valid and legally binding upon the Parties. The Parties now agree to formalize their continued collaboration by signing this fourth Agreement.

II. Goal and Objectives

- A. The goal of The IUCN Red List is:

To provide information and analyses on the status, trends and threats to species in order to inform and catalyse action for biodiversity conservation.

- B. To achieve this goal, The IUCN Red List aims to:

Establish a baseline from which to monitor the change in status of species; provide a global context for the establishment of conservation priorities at the local level; and monitor, on a continuing basis, the status of a representative selection of species (as biodiversity indicators) that cover all the major ecosystems of the world.

- C. Under IUCN's leadership, the Parties shall work together to achieve the goal of The IUCN Red List as mandated from time to time by the IUCN World Conservation Congress, and in accordance with the terms of the Agreement.

III. Principles of Governance and Cooperation

- A. Each Party acknowledges that the success of the Red List Partnership and the development of The IUCN Red List will require a co-operative working relationship established upon mutual trust, good communications and substantive commitments from IUCN and the Red List Partners to help advance and develop The IUCN Red List.
- B. IUCN shall lead the Red List Partnership, foster a good communication and cooperation with the Red List Partners and ensure that the appropriate processes are in place to assure the accuracy, quality and validity of The IUCN Red List. In order to achieve this goal, IUCN will be supported by the Red List Partnership Committee and the Red List Scientific Committee and its working groups and the IUCN Red List Standards and Petitions Committee.
- C. The "Red List Partnership Committee" (hereafter the "RL Partnership Committee") is responsible for overall governance and coordination of the Red List to foster a good communication and cooperation among the Red List Partners and promote the development of The IUCN Red List and operates in accordance with the following principles:

1. The RL Partnership Committee is composed of the Chief Executive Officers of each Party or their Alternate Representatives (Article IX B), the IUCN SSC Chair or designee, and the IUCN Director General or his/her Alternate Representative, who shall act as the Chair.
2. The RL Partnership Committee shall meet as often as required, but at least once a year. The discussions may be conducted in person, by written communications, by email exchanges or by video conference.
3. The final decisions of the RL Partnership Committee will be based on consensus as far as possible, or, if not, by a simple majority vote of its members present or duly represented at the RL Partnership Committee meeting, unless specified otherwise in this Agreement. IUCN shall however have a right to veto the adoption of any resulting decision. The veto may be challenged by at least two members of RL Partnership Committee requesting a vote. In such a case, a three-fourth majority of the votes cast is required to overrule the veto.
4. The responsibilities of the RL Partnership Committee shall primarily be:
 - a. to act as the ultimate governance body for the IUCN Red List.
 - b. to provide a formal forum for the discussion and development of the collaboration between IUCN and the Red List Partners on all aspects of the Red List, including challenges faced in relation to The IUCN Red List and the work being implemented under this Agreement;
 - c. to guide and approve the development and monitor the implementation of the IUCN Red List Strategic Plan;
 - d. to agree realistic priorities, within available resources, relating to expanding, maintaining and updating The IUCN Red List, the biodiversity assessments and information systems that support it, and to provide guidance on their integration in The IUCN Red List Strategic Plan;
 - e. to receive and consider reports from the Red List Scientific Committee on its activities and that of its working groups and to adopt decisions for their implementation; to receive and consider annual progress reports from IUCN and Red List Partners on the fulfillment of their financial commitments and their activities contributing to the achievement of the Red List goals and strategic plan objectives, and provide feedback on these reports;
 - f. to identify additional resources required to support The IUCN Red List and the work being implemented under this Agreement; discuss and coordinate fundraising for activities contributing to the achievement of the goal of The IUCN Red List and in support of the IUCN Red List Strategic Plan (article X.);
 - g. to consider and establish mechanisms for incentivizing and mobilizing support and resources for Red Listing;
 - h. to identify areas of possible collaboration among Partners and assess projects and opportunities for collaboration among Partners and agree on joint fundraising for particular projects to be carried out jointly (article X);
 - i. to decide and approve the fair, equitable and appropriate distribution of income generated by the licensing of Red List data for commercial purposes through the well-established mechanism of the Integrated Biodiversity Assessment Tool (IBAT) or through other complementary mechanisms if approved by the

- Red List Partnership Committee - between IUCN and the Red List Partners (article VIII.D);
- j. to approve the inclusion of new Red List Partners or the removal of any Red List Partners in accordance with the processes set forth in article XIV and XVI;
 - k. to provide a forum in which any problems can be addressed constructively and resolved;
 - l. to discuss any matter related to this Agreement, including potential revisions.
- D. The IUCN Red List Scientific Committee (hereafter “RL Scientific Committee”) acts as IUCN’s and RL Partnership Committee’s scientific and technical advisor for The IUCN Red List. It serves to ensure the scientific and technical coherence of the Red List, the co-ordination of the Red List operational processes and the adequate and effective implementation of The IUCN Red List Strategic Plan. It operates in accordance with the following principles:
1. The RL Scientific Committee is composed of up to fifteen (15) members including the RL Scientific Committee Chair, who is appointed by IUCN in accordance with Clause VI A 3. The other members of the RL Scientific Committee are appointed by IUCN upon recommendation from the Chair. The Members are selected for their scientific and technical competence on the Red List processes and shall act in their personal capacity rather than as representatives of their organization.
 2. The RL Scientific Committee may establish working groups, including but not limited to the Red List Technical Working Group, the National Red List Working Group and the Green Status of Species Working Group, to whom it may assign specific tasks. The terms of reference of such working groups shall be more limited than that of the RL Scientific Committee. The Chair of such working groups shall be selected among the members of the RL Scientific Committee.
 3. The tasks of the RL Scientific Committee and that of its working groups are set forth in the document “Composition and Terms of Reference of the IUCN Red List Scientific Committee and its Working Groups” (annexed hereto as *Annex 1*), and as may be amended from time to time by IUCN with the approval of the RL Partnership Committee.
- E. The IUCN Red List Standards and Petitions Committee (hereafter the “Standard and Petitions Committee” or the “SPC”) is an independent body a) supporting and advising IUCN, the RLPC and the RL Scientific Committee to ensure the quality and standard of The IUCN Red List, in particular maintaining the Guidelines for Using the IUCN Red List Categories and Criteria, and b) considering and resolving all disputes relating to the listing of species as set forth in Clause IV. E. The Chair of the SPC is appointed by IUCN, through the IUCN SSC Chair. The tasks of the Standard and Petitions Committee are set forth in the document “Composition and Terms of Reference of the IUCN Red List Standards and Petitions Committee” (annexed hereto as *Annex 2*), and as may be amended from time to time by IUCN, in consultation with the RL Partnership Committee.

IV. Principles of Performance

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

- A. The strategic priorities for The IUCN Red List will be agreed and established in The IUCN Red List Strategic Plan, pursuant to Clause VI.A.2. The IUCN Red List Strategic Plan shall align with the IUCN Programme of Work for the relevant IUCN quadrennium and be revised at least every four years.
- B. The procedures for undertaking Red List assessments will be clear and transparent and will follow the processes outlined in the “Rules of Procedure for IUCN Red List assessments”.
- C. The listings of species will be based on correct use of the “IUCN Red List Categories and Criteria” and the “Guidelines for Using The IUCN Red List Categories and Criteria”.
- D. All status assessments of species will be correctly and adequately documented and supported by the best scientific information available, to the extent that this is reasonably possible within available resources, and will comply with the “Required and Recommended Supporting Information for IUCN Red List Assessments” (integrated into the Rules of Procedure for IUCN Red List assessments) and the “Supporting Information Guidelines for IUCN Red List Assessments”.
- E. Listings and documentation of assessments will be open to challenge and correction, as may be necessary and appropriate, following the agreed “Procedure for Handling of Petitions against Current Listings on *The IUCN Red List of Threatened Species*” (integrated into the Rules of Procedure for IUCN Red List assessments). In accordance with its Terms of Reference set forth in *Annex 2*, the Standards and Petitions Committee has the authority to consider and resolve all disputes relating to the listing of species independently of IUCN (both Secretariat and SSC), the RL Partnership Committee or the RL Scientific Committee.
- F. The Species Information Service (“SIS”) is the accepted means to manage and make available *The IUCN Red List of Threatened Species* data.
- G. The IUCN Red List will exist as an electronic version on the World Wide Web (on “The IUCN Red List website”) and, resources permitting, will be updated regularly. The IUCN Red List website and IUCN Red List data will be made available according to The IUCN Red List Terms and Conditions of Use, except where (and to the extent that) restrictions have been placed by data providers in writing, or when Red List assessors consider that the release of sensitive data might jeopardise the conservation status of a species.
- H. The IUCN Red List website will be developed to include a communication mechanism to allow users to provide information for consideration in updating The IUCN Red List.

- I. The IUCN Red List trademarks (including the logo) and associated branding will be supported, protected and maintained in accordance with the principles, rules and guidelines governing the visual identity of the logo (*The IUCN Red List of Threatened Species Logo Guidelines*).

V. Process for the adoption or amendment of standard, procedures and guidelines

- A. IUCN may, in consultation with the RL Partnership Committee, amend the following standard and guidelines:
 - a) The IUCN Red List Categories and Criteria
 - b) the *The IUCN Red List of Threatened Species Logo Guidelines*;
- B. The RL Partnership Committee will, upon recommendation of the RL Scientific Committee, adopt new procedures and guidelines necessary for the implementation of this Agreement or amend the following procedures and guidelines:
 - i. Rules of Procedure for IUCN Red List assessments
 - ii. Supporting Information Guidelines for IUCN Red List Assessments, and Guiding principles concerning timing of publication of IUCN Red List assessments on The IUCN Red List website, relative to scientific publications and press releases
 - iii. IUCN Red List Terms and Conditions of Use
 - iv. Guidelines for Appropriate Uses of Red List Data

VI. Rights and Obligations of IUCN

- A. The Red List Partners acknowledge and agree that IUCN shall have the right:
 1. To Chair the RL Partnership Committee (article III.C.).
 2. To lead the process of establishment or amendment to The IUCN Red List Strategic Plan, which will include a consultation with the Scientific Committee and adoption by the RL Partnership Committee;
 3. To appoint, through IUCN DG but in agreement with IUCN SSC Chair and in consultation with the RL Partnership Committee, the Chair of the Red List Scientific Committee and approve the members of such Committee upon recommendation of its Chair;
 4. To appoint, through the IUCN SSC Chair, the Chair of the Standard and Petitions Committee.
- B. IUCN shall have the following obligations during the term of this Agreement:
 1. To administer and maintain, through IUCN Secretariat and IUCN SSC, the overall process for assuring the accuracy, quality and validity of *The IUCN Red List of Threatened Species* data, including:

- a. Ensuring that the adequate processes are in place and regularly review, update and formally approve the necessary procedures and guidelines in accordance with the principles set in article V.
 - b. The establishment and functioning, through IUCN SSC, of Specialist Groups, Red List Authorities and the formal appointment of Red List Authority Coordinators responsible for the assessment of specific *taxa* on The IUCN Red List;
 - c. Ensuring that assessments of species are clear and transparent and follow the processes outlined in the “Rules of Procedure for IUCN Red List assessments” and in accordance with proper application of The IUCN Red List Categories and Criteria; and
2. To provide adequate resources to ensure effective day-to-day running of The IUCN Red List, timely processing of submitted Red List assessments and maintaining the Species Information Service (SIS) and The IUCN Red List website;
3. To curate and maintain The IUCN Red List data, and make all such data, after review and consistency checking (as defined in ***Rules of Procedure for IUCN Red List assessments***), openly accessible on The IUCN Red List website in a timely manner (subject to The IUCN Red List Terms and Conditions of Use);
4. To maintain the Species Information Service (SIS) and The IUCN Red List website;
5. To coordinate the development and maintenance of training materials to facilitate understanding and application of The IUCN Red List Categories and Criteria, including the running of Red List Assessor and Red List trainer training workshops and the development of the Online IUCN Red List training course with the support of the RL Scientific Committee and its working groups;
6. To ensure that all IUCN staff or IUCN Commission members involved in assessment work have completed and passed the final course exam of the online IUCN Red List Training Course;
7. To provide secretariat services for the Standards and Petitions Committee, the RL Scientific Committee and its existing working groups, and subject to its prior approval, also for new working groups that may be established by the RL Scientific Committee;
8. To compile The IUCN Red List Index, working with relevant Red List Partners as appropriate;
9. To lead, convene and coordinate the Red List Partnership provided for under article III.A, and to coordinate the process for the admission of new Red List Partners and the process for expulsion of Red List Partners, as provided for under article XVI;

10. To administer and maintain The IUCN Red List logo and the trademark and any associated trademarks and to legally challenge any misuse of the trademark;
11. To coordinate joint fund-raising efforts, on behalf of the Parties, in support of the achievement of The IUCN Red List Strategic Plan; and
12. To endeavour to secure the necessary resources to be able to implement all the commitments made above in good faith, and to ensure that the components of the Red Listing process managed by IUCN do not hinder or limit the publication of Red List assessments due to lack of financial or human resources, it being understood that the ability of IUCN to implement its commitments will depend upon the ability of IUCN to raise and allocate those resources.
13. To provide prominent recognition and acknowledgement of the contributions of the Red List Partners in all communications and publicity associated with The IUCN Red List.

VII. Rights and Obligations of the Red List Partners

- A. The Parties acknowledge and agree that Red List Partners have the right to:
 1. Be acknowledged and recognized as Red List Partners, including on The IUCN Red List website and to be associated with any particular assessments they are responsible for producing, in any publicity associated with The IUCN Red List including updates to The IUCN Red List website, and in publications of The IUCN Red List data;
 2. Use The IUCN Red List logo, provided such use is in accordance with agreed protocols and the visual identity as specified in *The IUCN Red List of Threatened Species* Logo Guidelines;
 3. Contribute to all major partnership activities including joint funding applications (in accordance with article X) and large-scale analyses and publications of The IUCN Red List data; and
 4. Be represented on the RL Partnership Committee by their Chief Executive Officer or their Alternate Representatives as set out in Art. IX.A.
- B. Each Red List Partner shall have the following obligations during the term of this Agreement, subject to the provisions of article VII.C.
 1. Making a long-term institutional commitment including:
 - a. A substantial contribution towards achievement of The IUCN Red List Strategic Plan through leading or coordinating species-level assessment work (for example, large taxonomic or regional assessment projects), and/or acting as a Red List Authority; and
 - b. The commitment of substantial financial or in-kind resources towards the performance of activities consistent with the Red List Partnership, equivalent

to an amount of US\$200,000 per calendar year or US\$1,000,000 over five years, and subject to the provisions of article X.11.A.

2. Signing a bilateral Red List supplemental agreement with IUCN outlining specific agreed activities and outputs in line with The IUCN Red List Strategic Plan and including financial costing of all proposed activities, following the template attached to this Agreement (attached hereto under *Annex 4*). It is understood and agreed that these Red List supplemental agreements may be amended from time to time in accordance with amendments to The IUCN Red List Strategic Plan. In the case of any conflict or inconsistency between the language of the bilateral Red List supplemental Agreements and the language of this Agreement, the latter shall prevail;
3. Providing to IUCN and the RL Partnership Committee, on an annual basis, a technical and financial progress report against activities and outputs outlined in the bilateral Red List supplemental agreement. These reports should match the reporting template agreed by the RL Partnership Committee and provided by IUCN, and will be provided to IUCN one month before the annual meeting of the RL Partnership Committee and presented at the RL Partnership Committee;
4. Bearing the cost of their own attendance at annual in-person meetings of the RL Partnership Committee, noting that facilities shall also be made available to ensure that Red List Partners may attend all such meetings by virtual means where it is not possible to attend in-person;
5. In case one or more of their staff members have been appointed as members of the RL Scientific Committee or any of its Working Group, allow them to attend any meetings as may be required, which will be in person where possible or otherwise by virtual means, and bear the attendance costs of their own staff;
6. Ensuring that all staff involved in assessment work have completed and passed the final course exam of the online IUCN Red List training course;
7. Respecting and abiding 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 in *the Rules of Procedures for IUCN Red List assessments*); and
 - b. The SPC – as referenced in article III.E above; and
8. Promoting and communicating The IUCN Red List, and the conservation messages emerging from it;
9. Ensuring that their staff and representatives comply with the principles and expected standards of conduct equivalent to those stipulated in section 4 of the IUCN Code of Conduct and Professional Ethics for the Secretariat in particular, by committing to take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement and any related processes and procedure is compromised for reasons involving economic

interest, political or national affinity, family or emotional ties or any other shared interest;

10. Taking all necessary precautions to avoid fraud and corrupt practices in implementing the Proposed Agreement;
 11. Ensuring that their staff and representatives comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf
 12. Ensuring the respect of the *Red List Conflict of Interest Policy*, which are part of the Rules of Procedure for IUCN Red List assessments.
- C. Recognizing that all these commitments are made in good faith, it being understood that the ability of each Red List Partner to implement its commitments will depend upon the availability of resources. However, continual or repeated failure of any Red List Partner to meet these commitments during the life of this Agreement may lead to enactment of article XVI.C. or article XVI.D.
- D. Red List Partners are not obliged to make financial or in-kind contributions directly to IUCN in connection with this Agreement and the Red List supplemental agreement that they have concluded with IUCN. Red List Partners may satisfy the obligations described in this article VII. by securing third-party funding to support projects that contribute to the realization of the objectives of this Agreement as described in article VII. as well as by providing any in-kind contributions towards such projects.

VIII. Intellectual Property Rights

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

1. Abide by The IUCN Red List Terms and Conditions of Use in accordance with article IV.G.;
 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
 3. Take all reasonable steps necessary to preserve each Party's Intellectual Property Rights in the data provided for inclusion into The IUCN Red List data or database.
- B. Intellectual Property Rights means any and all rights and prerogatives, registered or not, arising from national and international legislation on the protection of notably patents, designs, copyright, software, trademarks, plant variety rights as well as know-how and trade secrets. Pre-existing Intellectual Property Rights

(“Pre-existing Rights”) of a Party means any rights, title and interests in, to and under any and all Intellectual Property Rights that have been conceived or developed by such Party prior to the Effective Date or that are conceived or developed by such a Party at any time wholly independently of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. Neither Party shall obtain any rights, title or license, either express or implied, to the other Parties’ Pre-existing Rights by virtue of their performance under this Agreement. Neither Party shall gain rights to the other Parties’ Intellectual Property Rights developed outside the Agreement nor does either Party have any obligation to grant rights to intellectual property created or developed in the course of the Agreement beyond those rights outlined above. For the avoidance of doubt, each Party shall retain any Intellectual Property Rights in the data provided by that Party for inclusion into the IUCN Red List data or database under this Agreement.

- C. Each Party agrees, to the extent permitted by applicable law, to grant to IUCN and the other Red List Partners an irrevocable, nonexclusive, non-transferable, royalty free license to use its Intellectual Property Rights in the data contributed to The IUCN Red List solely for purposes of this Agreement, provided such use is in keeping with article IV.G. and it being understood that permission should be sought from the relevant Party prior to reposting and / or redistribution, each of these terms being defined in *Annex 3*.
- D. Notwithstanding article VIII.C, Red List Partners agree to grant IUCN permission to license data for commercial use on their behalf through the Integrated Biodiversity Assessment Tool (IBAT) or through complementary mechanisms if approved by the Red List Partnership Committee, with the understanding that income thus generated will be reported to the RL Partnership Committee and that said income will be fairly and equitably distributed among the RL Partners who would have contributed to such income generation, as agreed by the RL Partnership Committee.
- E. Each Red List Partner represents and warrants that it has the necessary rights, licenses or authorisations enabling it to perform this Agreement including but not limited to the right to provide the work and any data to IUCN for all the purposes provided for under the Agreement.
- F. Without prejudice to article VIII B, IUCN shall be the owner of all Intellectual Property rights created under this Agreement as a result of collating each Party’s individual contributions, including but not limited to the Species Information Service (SIS) database, The IUCN Red List website, *The IUCN Red List of Threatened Species* logo, *The IUCN Red List of Threatened Species* and any other derivative products that may be created under this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable (each of these terms being defined in the Glossary, annexed hereto as *Annex 3*).

IX. Communication and notice

- A. All correspondence in connection with the implementation of this Agreement (excluding the notice as per clause IX C), must be directed to the authorized Representatives (Chief Executive Officers) with cc: to the Alternate Representatives.
- B. Each Party shall be responsible to keep IUCN and the RL Partnership Committee updated in writing (email accepted) as to the name and contact information of individuals designated and authorized to replace the Chief Executive Officers and act in the name of their organization at the meetings of the RL Partnership Committee (the Alternate Representatives) as set forth in article III C 1.
- C. All formal notices under this Agreement shall be sent to the authorized representatives of the Parties and signatories to this Agreement.

X. Resources and Fundraising

- A. The Parties shall subscribe to the following principles in raising funds in support of the implementation of The IUCN Red List Strategic Plan, subject to the following obligations neither a) conflicting with or overriding the legal and statutory obligations of each Party nor b) affecting the ability of each Party to govern its own organisation, and determine its own fundraising activities and resource allocation. While it is recognized that each Red List Partner will need to independently meet the financial commitment established in article VII.B.11.b, the principles below reflect the fact that the Red List Partnership will be more powerful when Parties work together in a coordinated and collaborative manner and the chance of fundraising success will be greater when multiple Parties collaborate on the development of significant proposals that demonstrate the spirit of the Red List Partnership. Serious emphasis will be given to large-scale joint approaches to donors to support the implementation of The IUCN Red List Strategic Plan.
 - 1. All Parties will be responsible for and will undertake fundraising for activities contributing to the achievement of the goal of The IUCN Red List and in support of The IUCN Red List Strategic Plan;
 - 2. Where known, existing relationships that Parties might have with donors will be respected;
 - 3. Parties will inform each other as early as possible about fundraising proposals for activities within the scope of this Agreement that include activities that would substantially overlap geographically or thematically with the work of other Parties;
 - 4. Joint fundraising for activities in support of the implementation of The IUCN Red List Strategic Plan will be encouraged especially for large proposals (US\$ 1 million and over) to multilateral and bilateral agencies as well as approaches to foundations, banks and private sector operators;
 - 5. A lead Party will be identified for such joint proposals acknowledging that the lead will depend on the topic and on the existing relations with the targeted donor;

6. Where possible, proposals will include contributions towards the costs of the Species Information Service and The IUCN Red List website; and
7. The Parties will agree on common approaches to the development of materials presenting The IUCN Red List to ensure that a consistent approach is taken to prospective funders.

XI. Publication of Red List data

- A. *The IUCN Red List of Threatened Species* data will be made available only through the regular updates of The IUCN Red List website. Where Parties are involved in assessments, each Party is strongly discouraged from releasing its own draft data prior to publication on The IUCN Red List website, except in accordance with the “Policy on Use of Pre-Publication Red List Data” (included in the “Rules of Procedure for IUCN Red List assessments”). However, nothing in this Agreement shall prevent any Red List Partner from publishing its own data at any time, except that in the event of it being necessary for a Red List Partner to release data prior to publication on The IUCN Red List website, these data shall not be presented in a way that implies they have been formally 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. Red List Partners may write scientific or other publications based on these Red List data prior to their release on The IUCN Red List website, providing this is in accordance with the “Guiding principles concerning timing of publication of IUCN Red List assessments on The IUCN Red List website, relative to scientific publications and press releases” (as may be amended from time to time by IUCN upon recommendation of the RL Scientific Committee), and providing that the data providers in question have given their consent for their data to be used for pre-publication in this way.

XII. Acknowledgements and Logos of the Parties

- A. Further to article VII.A.1, the Parties agree that for all materials, reports or any other 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 Partners.
- B. Boiler plate text will be developed and agreed to describe, for any product, the role played by IUCN and the Red List Partners. 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 (whether registered or not as trademarks) are 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.

XIII. 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. Each Party shall retain its independence, and nothing in this Agreement shall confer any rights upon either another Party or any Committee established in relation to this Agreement, to exert any authority over a Party in determining how that Party governs and operates its organisation or resources.

XIV. Modification of the Agreement

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

XV. Admission criteria and additional Red List Partners

- A. Any organization wishing to become a Red List Partner shall fulfil the following criteria:
1. Be a government agency, national non-governmental organization, and / or international non-governmental organization in the sense of the definition of IUCN Members set forth in article 4 and 5 of the IUCN Statutes and generally satisfy the criteria of admission as IUCN Members as set forth in article 7 of the IUCN Statutes, as may be amended from time to time;
 2. Be science-based and able to demonstrate that its work is independent and free from any form of unacceptable bias and/or actual conflict of interest with regard to The IUCN Red List; and
 3. Provide convincing demonstration of its support for, endorsement of, and intent to fulfil the principles of performance (article IV) and commitments (article VII.B) set forth herein.
- B. Any organization wishing to become an additional Red List Partner shall submit its request to IUCN addressing the criteria set forth in clause A. IUCN will assess the application against the admission criteria for inclusion and make recommendations to the RL Partnership Committee for its approval. The final decision on the admission of new Partners will be based on consensus in the RL Partnership Committee as far as possible, or, if not, by a two-thirds majority vote of the partners present or duly represented at the RL Partnership Committee meeting.
- C. Any organization fulfilling the criteria set forth in clause A above, approved by the RL Partnership Committee in accordance with the process set forth in Clause B and signing “The IUCN Red List of Threatened Species Accession Agreement” with IUCN (annexed hereto as *Annex 5*) shall be considered as Red List Partner and have the same rights and obligations as if it had signed this Agreement.

- D. The admission of an additional Red List Partner shall not affect the term and conditions of this Agreement and in particular the “Initial Term” set forth in article XVI.A.

XVI. Term and Termination; Withdrawal by or Removal of Any Red List Partner from the Agreement

- A. This Agreement shall become effective on June 1st, 2023 and shall remain in force for a period of five (5) years (the “Initial Term”). Upon the eighth meeting of the IUCN World Conservation Congress or the end of 2025, whichever comes first, this agreement will be subject to review (which shall be initiated 6 months in advance), the format and mechanism of which will be agreed by the Red List Partnership Committee. Pending the outcome of this review, the Partners may agree to leave the Initial Term unchanged or to adjust the term to align with the IUCN quadrennium cycle. Upon expiration of the full Initial Term, this agreement shall automatically renew for an additional period of two years, unless IUCN gives the Red List Partners written notice of termination in accordance with article XVI.B.
- B. IUCN may terminate this Agreement at any time, upon advance written notice of ninety (90) days to all Parties.
- C. At any time during the Term, any Red List Partner 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. Termination by a Red List Partner of its participation in the Red List Partnership does not affect its accrued rights and obligations under this Agreement at the date of termination, but any further rights and obligations shall cease immediately upon termination.
- D. Any Red List Partner can request IUCN to initiate a process for the review of the continuation of another Red List Partner within the Red List Partnership, should there be a concern that the behaviour or non-compliance of that Red List Partner is exposing the Red List Partnership or any Party to this Agreement to liability and/or risk (including reputational risk).
- E. IUCN will assess if the allegations made by the requesting Red List Partner are sufficiently substantiated to initiate a process for review of the continuation of that Red List Partner within the Red List Partnership. In the event that any Red List Partner is suspected of failure to perform its obligations under this Agreement and is so informed, the identified Red List Partner shall have the right to respond to such allegations within one month from notification by IUCN and to outline a proposal toward addressing the allegations of failure to perform its obligations and a plan to meet its obligations.
- F. Should any Red List Partner fail, in the reasonable opinion of IUCN, to comply with the terms of or perform its obligations under this Agreement, IUCN, upon decision by its Director General, shall recommend the removal of such a Red List Partner from the Red List Partnership to the RL Partnership Committee. Should the

RL Partnership Committee agree with IUCN's recommendation, IUCN will proceed with the termination of The IUCN Red List of Threatened Species Partnership Agreement concluded with this Red List Partner upon ninety (90) days' advance written notice, which copied copy to all the Red List Partners.

XVII. 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; and
 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 may be requested in paper form to 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/lm/un.arbitration.rules.1976/>

XVIII. Protection of Personal Data.

The Parties undertake to process personal data exchanged in this Agreement and in the context of its implementation in accordance with the applicable law(s) regarding the protection of personal data. Personal data is any information related to an identified or identifiable person.

XIX. Liability.

Neither Party shall be liable to the other in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement.

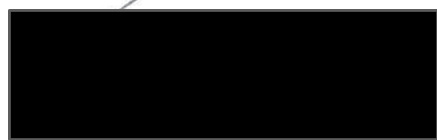
XX. Miscellaneous

- 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 and 4*, 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 1-4*. 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.


XXI. Execution

This Agreement has been executed by all the Parties in Thirteen (13) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, and that in this case such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

2


Date: 1/5/23

Director General
IUCN, International Union for Conservation of Nature and Natural Resources



Date: 16-May-2023 | 14:35 PDT

Executive Director
New Mexico BioPark Society,



Date: 05-May-2023 | 07:07 PDT

Chief Executive Officer
BirdLife International,



Date: 05-May-2023 | 20:24 CEST

Secretary General
Botanic Gardens Conservation International



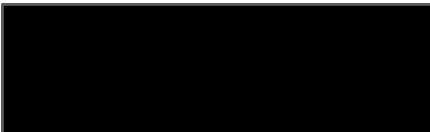
Date: 5/2/2023

Assistant Director
Arizona State University



Date: 11-May-2023 | 08:45 CDT

Chief Executive Officer,
Conservation International



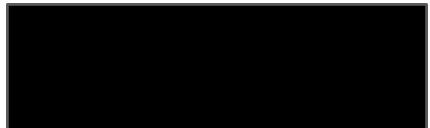
Date: 05-May-2023 | 20:29 CEST

Chief Executive Officer
Re:wild



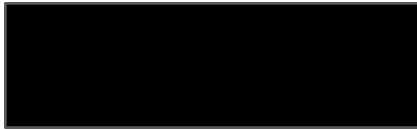
Date: 05-May-2023 | 07:12 PDT

President & CEO,
NatureServe,



Date: 05-May-2023 | 19:04 BST

President
Missouri Botanical Gardens



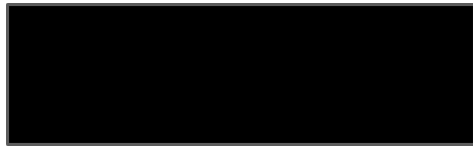
Date: 22-May-2023 | 08:23 BST

Director,
Royal Botanic Gardens Kew



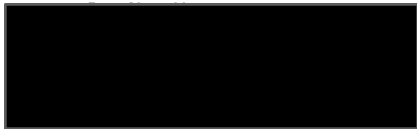
Date: 05-mag-2023 | 12:28 CEST

Head of the Department
Department of Biology and Biotechnologies, Sapienza University of Rome



Date: 09-Mai-2023 | 05:12 EDT

Martin Mittelbach, Director of Administration,
Senckenberg Gesellschaft für Naturforschung



Date: 16-May-2023 | 14:43 CDT

Vice President for Research
Texas A&M University



Date: 05-May-2023 | 14:26 CEST

Chief Executive Officer
The Zoological Society of London

List of Annexes to The IUCN Red List of Threatened Species Partnership Agreement

- Annex 1: Composition and Terms of Reference of the Red List Scientific Committee and its Working Groups**
- Annex 2: Composition and Terms of Reference of the Red List Standards and Petitions Committee**
- Annex 3: Glossary to The IUCN Red List Partnership Agreement**
- Annex 4: Red List supplemental agreement Template**
- Annex 5: RL Accession Agreement Template**

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Annex 1: Composition and Terms of Reference of the IUCN Red List Scientific Committee and its Working Groups

1.1. Composition and Terms of Reference of the IUCN Red List Scientific Committee

The Red List Scientific Committee (hereafter “RLSC”) acts as the scientific and technical advisor for *The IUCN Red List of Threatened Species* to IUCN and the RL Partnership Committee. It serves to ensure the scientific and technical coherence of the Red List.

a) Responsibilities

The responsibilities of the RLSC are to:

1. Advise and provide scientific and technical recommendations to IUCN and the RL Partnership Committee on The IUCN Red List Strategic Plan and guidelines and processes necessary to implement it, including advising on realistic priorities, within available resources, relating to expanding, maintaining and updating The IUCN Red List, the biodiversity assessments and information systems that support it;
2. Take appropriate measures to implement The IUCN Red List Strategic Plan and related guidelines and processes, propose adjustments as needed;
3. Review the need for appointment of Red List Authorities and vet the appointment of Red List Authority Coordinators by IUCN through SSC;
4. Plan and support collaborative analytical work based on data in The IUCN Red List;
5. Receive reports from the specific RL working groups and set the standards of scientific quality for The IUCN Red List, taking their technical work and recommendations into consideration;
6. Support the development and ensure adequate review and quality control of all synthetic products from the IUCN relating to biodiversity assessments, such as the Red List Index, Green Status of Species, Classification Schemes for threats, actions and habitats, Possibly Extinct tag, quantitative methods for assigning species to the Extinct category, climate change guidelines, mapping tools and protocols (e.g. GeoCAT), STAR metric, Area of Habitat maps, and methods for analysing remote sensing data for application to the Red List criteria, and other such technical innovations that may be developed in future;
7. Advise on adequate implementation and promote adherence to “Rules of Procedure for IUCN Red List Assessments”;
8. Provide advice on appropriate uses of The IUCN Red List data, in accordance with the Guidelines for Appropriate Uses of Red List Data as may be amended from time to time by IUCN in accordance with Clause V.B of the RL Agreement;

9. Advise on adequate implementation and promote adherence to the “IUCN Red List Terms and Conditions of Use” and make recommendations on how to address controversial requests for permission to waive these terms;
10. Consider and recommend to IUCN mechanisms for incentivizing and mobilizing support and resources for Red Listing work through, *inter alia*:
 - a. Recognizing institutions currently meeting all the admission criteria to be Red List Partners, but unable to meet the financial commitment level for full partnership; and
 - b. Recognizing institutions within the user community neither currently meeting all the admission criteria to become Red List Partners nor the strategic commitment, but interested in making a substantial financial or in-kind contribution; and
 - c. Proposing to IUCN ways to engage with those institutions.
11. Provide to IUCN and the RL Partnership Committee, regular updates and reports on its work and the work of its Working Groups; share the agenda and minutes of its meetings to IUCN and the RLPC.
12. Provide inputs and recommendation to the appropriate responsible body on potential revisions of the following policies and procedures:
 - Rules of Procedure for IUCN Red List assessments
 - IUCN Red List Categories and Criteria
 - IUCN Red List Terms and Conditions of Use
 - Guidelines for Using The IUCN Red List Categories and Criteria
 - Supporting Information Guidelines for IUCN Red List Assessments
 - Guiding principles concerning timing of publication of IUCN Red List assessments on The IUCN Red List website, relative to scientific publications and press releases
 - Guidelines for Appropriate Uses of Red List Data

b) Composition and appointment

The RLSC is composed of up to fifteen (15) members selected for their scientific and technical competence on the Red List processes. The appointment is for 4 (four) years, with possible renewals.

IUCN, through IUCN DG but in agreement with SSC Chair and in consultation with the RL Partnership Committee, appoints the Chair of the RLSC (Clause VI A 3 of the RL Agreement), whose role is to:

- lead the RLSC;
- run the meetings and distribute the minutes and decisions to the members of the RLSC and to IUCN;
- Act as the focal point with IUCN and the RLPC and ensure that there is a good cooperation with both.

The Chair of the Standard and Petition Committee will automatically be part of the RLSC. The other members of the RLSC are appointed by IUCN, through IUCN DG but in agreement with SSC Chair, upon recommendation from the RLSC Chair.

The Members shall act in their personal capacity rather than as representatives of their organization. Specific selection criteria may be proposed by the Chair and approved by IUCN.

c) *Modus operandi*

The RLSC shall meet as often as required, but at least once a year. The discussions may be conducted in person, or by written communications, by email exchanges or by video conference.

As appropriate, other observers may be invited by the Chair of the RLSC to participate in relevant agenda items at meetings of the RLSC.

Decisions of the RLSC will ordinarily be taken by consensus. In exceptional cases where consensus cannot be reached, decisions will be by vote. Any voting member can request that a decision on an issue be put to the vote. A two-thirds majority is required to pass a vote.

d) *Working groups*

The RLSC may establish working groups to whom it may assign specific tasks. The terms of reference of such working groups shall be more limited than that of the RLSC.

There are currently the following three working groups, whose terms of reference are attached to this annex:

- o Red List Technical Working Group
- o National Red List Working Group
- o Green Status of Species Working Group

The Chairs of such working groups shall be selected among members of the RLSC. In any such appointment it shall seek gender balance, the geographic diversity and other diversity. These appointments are for 4 (four) years, with possible renewals.

The working groups shall submit reports on their activities to the RLSC, as the case may be, with recommendations.

1.2. Composition and Terms of Reference of the Red List Technical Working Group

The Red List Technical Working Group reports to the Red List Scientific Committee (RLSC) and is responsible for ensuring consistency and developing improvements in: (a) the application of the IUCN Red List Categories and Criteria; (b) the documentation of Red List assessments, including through the design and coding of the IUCN Classification Schemes and creation of GIS data; (c) the design and implementation of Red List Indices; and (d) the use of the Species Information Service (SIS) to facilitate (a) to (c).

a) Specific tasks

To do this, the Red List Technical Working Group will:

1. Monitor the implementation of all the major biodiversity assessment projects, and other assessment work carried out by IUCN and the Red List Partners
2. Identify major areas of possible inconsistency in the data generated by the different assessment projects, evaluate the nature and extent of the problems, and propose solutions;
3. Identify issues that need to be covered and clarified in the Guidelines for Using the IUCN Red List Categories and Criteria (<http://www.iucn.org/webfiles/doc/SSC/RedList/RedListGuidelines.pdf>), and refer these issues and, wherever possible, real examples to the Standards and Petitions Committee;
4. Provide comments and, wherever possible, examples to the Standards and Petitions Committee on the practical consequences of proposed revisions to Guidelines for Using the IUCN Red List Categories and Criteria;
5. Propose developments and improvements to the documentation of Red List assessments, and develop/improve associated guidance, definitions etc;
6. Monitor and develop when appropriate the structure, content, guidance and implementation of the Classification Schemes;
7. Monitor the development of SIS and its use, make proposals for changes and improvements as needed, and review all requests for changes and modifications to SIS; and
8. Provide feedback and guidance on the presentation of *The IUCN Red List of Threatened Species* data on The IUCN Red List website.

The Red List Technical Working Group will provide advice and recommendations to the Red List Scientific Committee in the areas under its responsibilities. The Chair of the Red List Technical Working Group will provide an annual report to the Red List Scientific Committee on progress against the above activities.

b) ***Composition and appointment***

The Chair of the Red List Technical Working Group is appointed by the Chair of the RLSC from among the member of the RLSC. The appointment is for 4 (four) years, with possible renewals.

The members of the Red List Technical Working Group are appointed by the RLSC upon recommendation from the Chair of the working group and shall comprise up to 15 members selected for their technical competence, preferably IUCN and Red List Partners.

c) ***Modus operandi***

The Red List Technical Working Group will meet either virtually or in person as often as required, within available resources (*ad hoc*, specialized meetings may be held from time to time to address particular issues).

1.3.Composition and Terms of Reference of the National Red List Working Group

The National Red List Working Group reports to the Red List Scientific Committee (RLSC) and oversees the use and application of the IUCN Red List Categories and Criteria (particularly the Guidelines for Application of IUCN Red List Criteria at Regional Levels) at the national level; and builds linkages between *The IUCN Red List of Threatened Species* and species assessment processes at national levels by fostering and developing approaches and mechanisms to enhance the integration of national assessments with global assessments.

a) *Specific tasks*

National Red List Working Group will:

1. Promote the application of the *Guidelines for Application of the IUCN Red List Criteria at Regional Levels* in a range of country contexts, and act as an advisory body for problems and issues relating to the implementation of these regional Guidelines;
2. Propose solutions to technical problems relating to the implementation of the regional guidelines, and propose revisions to the *Guidelines* to the IUCN Red List Scientific Committee;
3. Build linkages between IUCN components responsible for the global IUCN Red List and the organizations responsible for national red lists;
4. Help build national and/or regional capacity for national red listing
5. Report on the Key Performance Indicators, (measured as a percentage increase and absolute measure), within their region, including:
 - a. Number of countries with an up-to-date Red List;
 - b. Number of countries represented on the National Red List Alliance
 - c. Number of 'official' formally trained trainers;
 - d. Number of training workshops each year;
 - e. Amount and source of funding allocated towards National Red Lists;
 - f. Number of Red Lists uploaded into the National Red List database;
 - g. Number of Action Plans uploaded into the National Red List database;
 - h. Number of endemics uploaded to the Global Red List;
 - i. Number of news feeds or blog entries uploaded onto the National Red List website;
 - j. Number of Red List associated publications;
 - k. Number of languages the website content and training material.
6. Contribute to the nationalredlist.org website to store all species and ecosystem National Red Lists, species and ecosystem action plans, national level distribution maps, for their specific region, as available.
7. Translate the nationalredlist.org website content into the languages of their assigned regions, where possible;
8. Share experience, tools and contribute to the NRL website's news and blogs on a regular basis; provide advice on the development of national-level databases for storing and managing Red List data;
9. Assist national initiatives in raising funds for National Red Lists;

10. Contribute to raising awareness of the importance and potential use of National Red Lists;
11. Help coordinate or host in-country National Red List meetings;
12. Engage with the relevant political authorities nationally and at international meetings to promote National Red Lists;
13. Promote and guide the development of training initiatives for national Red List compilers (working in collaboration with IUCN and Red List Partners) and encourage the training of trainers in their region and foster synergies between species and ecosystem red lists;
14. Encourage countries with national red lists to also take account of those taxa listed as threatened on The IUCN Red List that occur in the country, particularly those that are endemic or near-endemic to the country, when setting priorities for conservation action.

The National Red List Working Group will provide advice and recommendations to the Red List Scientific Committee in the areas under its responsibilities. The Chair of the National Red List Working Group will provide an annual report to the Red List scientific and technical Committee on progress against the above activities.

b) ***Composition and appointment***

The Chair of the National Red List Working Group is appointed by the Chair of the RLSC from among the members of the RLSC. The appointment is for 4 (four) years, with possible renewals

The members of the National Red List Working Group are appointed by the RLSC upon recommendation from the Chair of the working group and shall comprise up to 10 members selected for their technical competence, preferably IUCN, Red List Partners and national entities involved in leading national Red List assessment initiatives.

c) ***Modus operandi***

The Red List Technical Working Group will meet either virtually or in person as often as required, within available resources (*ad hoc*, specialized meetings may be held from time to time to address particular issues).

1.4. Composition and Terms of Reference of the Green Status of Species Working Group

“The IUCN Green Status of Species; a Global Standard for Measuring Species Recovery and Assessing Conservation Impact”¹ was approved by the 102nd meeting of the IUCN Council on 1st December 2020. The Green Status of Species complements the Red List of Threatened Species through the addition of new metrics to assess a species’ progress towards being fully recovered and the impact of conservation actions on a species’ status. Combined, the Red List and Green Status provide a more complete story of the conservation of a species.

As an expansion of the Red List, the governance of the Green Status of Species falls under the Red List Scientific Committee (RLSC). The committee therefore established this working group to manage the Green Status of Species governance, development, and quality control.

a) Specific tasks

The working group will have the following functions:

- 1) Advise IUCN on the Standard and Guidelines for conducting Green Status of Species assessments, understanding that the petitions process will be housed under the existing SPC;
- 2) Further develop and adapt the scientific framework of the Green Status of Species;
- 3) Liaising with the Red List Technical Working Group to ensure clear synergies between all metrics;
- 4) Investigate how the Green Status of Species can be used to enhance the conservation actions component of the Red List;
- 5) Enhance SIS to be able to hold Green Status of Species assessment data;
- 6) Enhance the Red List website to enable it to host Green Status of Species assessments;
- 7) Develop capacity within IUCN to support the needs of the Green Status of Species;
- 8) Develop capacity within the conservation community to be able to conduct Green Status of Species assessments;
- 9) Create derived products including, but not limited to, a Green Status of Species Index and sub- global assessments methods (e.g. national Green Status of Species assessments);
- 10) Integrate the Green Status of Species into international policy dialogue; and,
- 11) Enhance the brand of the Red List through the promotion of the Green Status of Species.

¹ IUCN. (2020). IUCN Green Status of Species: A global standard for measuring species recovery and assessing conservation impact. Version 2.0. Gland, Switzerland: IUCN.
<https://doi.org/10.2305/IUCN.CH.2021.02.en>

The Green Status of Species Working Group will provide advice and recommendations to the Red List Scientific Committee in the areas under its responsibilities. The Chair of Green Status of Species Working Group will provide an annual report to the Red List Scientific Committee on progress against the above activities.

b) Composition and appointment

The Chair of the Green Status of Species Working Group is appointed by the Chair of the RLSC from among the members of the RLSC. The appointment is for 4 (four) years, with possible renewals.

The members of the Green Status of Species Working Group are appointed by the RLSC upon recommendation from the Chair of the working group and shall comprise up to 15 members selected for their technical competence.

c) Modus operandi

The Green Status of Species Working Group will meet either virtually or in person as often as required, within available resources (*ad hoc*, specialized meetings may be held from time to time to address particular issues).

Annex 2: Composition and Terms of Reference of the IUCN Red List Standards and Petitions Committee

The IUCN Red List Standards and Petitions Committee (hereafter the “SPC”) is responsible for a) ensuring the quality and standard of *The IUCN Red List of Threatened Species*TM (hereafter “The IUCN Red List”), focusing on the correct use of the IUCN Red List Categories and Criteria and b) considering and resolving all disputes relating to the listing of species in an independent manner. It is an independent body from the IUCN (both Secretariat and SSC) and the Red List Partners.

a) Responsibilities on the standard of The IUCN Red List

To ensure the quality and standard of The IUCN Red List, the SPC will:

1. Develop and recommend to IUCN the standards that Red List Authorities and Red List Partners should use for justifying the use of the IUCN Red List Categories and Criteria;
2. Regularly review and update the Guidelines for Using the IUCN Red List Categories and Criteria, taking inputs from the RL Scientific Committee, the RL Partnership Committee, and the Red List Technical Working Group into consideration;
3. Advise IUCN on the interpretation of the IUCN Red List Categories and Criteria;
4. Advise IUCN on the use and adoption of any methods for using incomplete datasets on species and how to extrapolate from these datasets to apply Red List Criteria;
5. Review and advise IUCN on Red List training materials and approaches;
6. Regularly review and propose changes to the *Guidelines for Application of IUCN Red List Criteria at Regional Levels* to the RLSC, taking any consideration inputs from the National Red List Working Group;
7. Review all assessments made using only Criterion E, especially if Population Viability Analysis is used;
8. Periodically review assessments made by IUCN and the Red List Partners and comment on specific assessments forwarded by IUCN;
9. Respond to requests for scientific advice and guidance from the Red List Scientific Committee, IUCN and from Red List Partners; and
10. Lead and coordinate the process of undertaking any revisions to the IUCN Red List Categories and Criteria, should these be required in the future, in consultation with the Red List Scientific Committee and its working groups.

As a guiding principle, the SPC seeks to ensure that the original intent of the IUCN Red List Categories and Criteria is not compromised.

The Chair of the SPC will be member of the Red List Scientific Committee and provide, when required, reports to IUCN and/or the Red List Scientific Committee on its activities on the standard of The IUCN Red List.

b) Responsibilities on disputes relating to the listing of species

In the event of any petitions against IUCN Red List assessments, the SPC will:

- a. Oversee the formal process for handling disputes over the application of the criteria and the resulting listings, as outlined in the Procedure for Handling of Petitions against Current Listings on The IUCN Red List;
- b. Take final decisions on petitions, ensuring that these are based on sound scientific evidence, seeking appropriate specialist advice when necessary;
- c. Inform IUCN and the Chair of the Red List Scientific Committee about its decision/s and the process that led to the decision/s;
- d. Issue written decisions on petitions to be forwarded to both parties, for publication on the IUCN web site.

When making decisions on petitions, the SPC acts as the final judge, and does not refer the matter to either the Red List Scientific Committee or IUCN (SSC and Secretariat) for a final decision. The SPC takes its decision on petitions in an independent manner, free from undue influence or conflict of interest in this regard. Any member of the SPC shall disclose to the Committee any potential conflict of interest on petitions under consideration by the Committee and abstain from participating in the process and decisions on these matters.

Prior to publishing the result of a decision, the Chair of the SPC will send a brief report to IUCN and the Red List Scientific Committee Chair on the process followed for this particular petition, in particular confirming that the above process was followed to reach the decision, or outlining any deviations from the process that had to be made and the reasons for such deviation. If IUCN or the Red List Scientific Committee Chair have concerns about the process followed during a particular petition, they may request the SPC to review this process and make improvements. Under no circumstances should the Red List Scientific Committee or IUCN involve itself in the substance of any petition.

c) Composition and appointment

The Chair of the SPC is appointed by the Chair of the IUCN Species Survival Commission (Clause III E of the RL Agreement) and in consultation with the Chair of the Red List Scientific Committee.

The membership of the SPC is appointed by the Chair of the Committee (guided by advice, where appropriate, from the RLSC and IUCN to ensure an unbiased membership), and shall comprise up to eight (8) individuals. The appointment is for 4 (four) years, with possible renewals.

The Members shall act in their personal capacity rather than as representatives of their organization. Specific selection criteria may be proposed by the Chair and approved by IUCN.

Annex 3: Glossary to the IUCN Red List Partnership Agreement

Redistribution: Distributing or transmitting IUCN Red List Data to any third party, in whole or in part, by any means including (but not limited to) electronic formats such as web downloads, through web services, through interactive web maps that grant users download access, KML files or file transfer protocols, electronic mailing, redistributing via a computer network, digital storage, memory stick, or any other electronic media or device. Sub-licensing and reselling are forms of Redistribution.

Reposting: Publishing the IUCN Red List Data in a largely unmodified form, in whole or in part, alone or combined with other data, by any means including (but not limited to) electronic formats such a website or internet posting. If the data reposted are also made available for download, then the act of downloading falls under Redistribution.

Red List Authority: a group of experts appointed by IUCN, through the Chair of the IUCN SSC, to carry out the pre-assessment, assessment and review functions (as outlined in Annex 3 of the Agreement) for a defined group of species.

Red List Authority Coordinator: the primary person, appointed by IUCN through the Chair of the IUCN SSC, responsible for providing leadership of the Red List Authority and for establishing mechanisms for assessing and re-assessing the species within the RLAs remit.

Red List Partnership Committee: the governance body of The IUCN Red List, comprising representatives of the IUCN and the Red List Partners.

Red List Partner: Any organization, who has been accepted by IUCN as Red List Partner and has signed “The IUCN Red List of Threatened Species Partnership Agreement” with IUCN

Species Information Service (SIS) database: The database primarily developed and owned by IUCN and containing The IUCN Red List Data.

The IUCN Red List of Threatened Species or The IUCN Red List: a registered trademark of IUCN comprising the Species Information Service database, the *IUCN Red List of Threatened Species* Data and the *IUCN Red List of Threatened Species* Website.

The IUCN Red List of Threatened Species data (IUCN Red List data): The species data compiled by the IUCN Secretariat and SSC and/or provided to IUCN by the Red List Partners and other third-parties, subject to any conditions of use as may be agreed by IUCN and the Red List Partners, which are compiled and contained in the Species Information Service database.

The IUCN Red List of Threatened Species logo (IUCN Red List logo): the logo associated with The IUCN Red List of Threatened Species and for which the copyright is held by IUCN.

The IUCN Red List of Threatened Species website (IUCN Red List website): The platform on the World Wide Web through which The IUCN Red List of Threatened Species Data are made electronically available, underpinned by the Species Information Service Database.

The IUCN Red List Index (RLI): an indicator of the aggregate rate at which all species in a given taxonomic group are moving towards extinction. Derivation requires extracting only those changes in IUCN Red List category between assessments that are caused by genuine increases or decreases in extinction risk, while those caused by changing knowledge or revised taxonomy are discounted.

The IUCN Red List Strategic Plan: The four-year plan that establishes the strategic priorities for The IUCN Red List and IUCN and the Red List Partners, and which forms the Red List subset of the broader IUCN Species Strategic Plan.

Third-party rights: Any rights, including without limitation copyright and other intellectual property or proprietary rights, that any party other than the Parties to this Agreement has or may have in the species data comprising The IUCN Red List data.

Annex 4: Red List Supplemental Agreement Template

Red List supplemental Agreement between IUCN and [Partner]

This Agreement is entered into between:

IUCN – The International Union for Conservation of Nature and Natural Resources
(hereinafter referred to as “IUCN”),

and

[Partner]

IUCN and [Partner] are collectively referred to as the Parties.

PREAMBLE

Whereas IUCN is an international organization composed of sovereign States, government agencies, international agencies, non-governmental organizations and affiliates, founded in 1948 under the auspices of the United Nations Educational, Scientific and Cultural Organization, and established under the laws of Switzerland.

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

Whereas [PARTNER] [description of objectives/mission of other party];

Whereas [PARTNER] ...[description of the history of involvement in RL work]

Whereas IUCN and the Red List Partners, to which pertains [PARTNER], have signed the IUCN Red List of Threatened Species Partnership Agreement [effective as of date] (hereafter the RL Partnership Agreement) to promote the development of The IUCN Red List, whereby each Red List Partner has committed to sign a bilateral Red List supplemental agreement with IUCN outlining specific agreed activities and outputs in line with The IUCN Red List Strategic Plan and the financial commitments for RL Partners set forth in article VII. B. of the RL Partnership Agreement;

Whereas IUCN and [PARTNER] had several meetings in which the scope of work and financial contributions have been discussed.

Now therefore the Parties agree as follows

1. PURPOSE

The Parties agree that The IUCN Red List of Threatened Species (hereinafter referred to as IUCN Red List), which is the world’s most authoritative compilation of data on the conservation status of species, should form the basis for their collaboration on biodiversity assessments. The IUCN Red List is now recognized as one of the fundamental tools to support conservation planning, management, monitoring, and decision making, with growing value for, among others: 1) aiding in the identification of globally important sites for biodiversity; 2) helping to track progress towards major global biodiversity-related targets; 3) influencing globally flexible conservation spending; and 4) demonstrating the importance and value of

biodiversity to society. The Parties propose to continue, expand and update their Red List species assessment work in support of The IUCN Red List Strategic Plan to ensure that lack of information on biodiversity does not remain an obstacle to reducing the current rate of extinction of species.

2. RIGHTS AND OBLIGATIONS OF IUCN

The rights and obligations of IUCN are detailed in Art. VI of The IUCN Red List Partnership Agreement.

3. RIGHTS AND OBLIGATIONS OF [PARTNER]

The full rights and obligations of Red List Partners are detailed in Art. VII of the Red List Partnership Agreement. [Partner] is a major supporter of the IUCN Red List and of the underlying biodiversity assessments.

[Partner] agrees:

- a) to make a substantial contribution towards achieving The IUCN Red List Strategic Plan, including leading, coordinating or supporting species-level assessment work for [complete] and committing an amount estimated at [complete] per calendar year through an in-kind contribution;
- b) to provide an annual technical and financial progress report against activities and outputs outlined in this Agreement;
- c) to attend meetings of the Red List Partnership Committee and, as appropriate, the Red List Scientific Committee, and to bear the costs thereof (understanding that this may count towards its annual financial commitment);
- d) to contribute to any technical working groups that may be established, and
- e) to respect and abide by the independent scientific process for assessing species for *The IUCN Red List of Threatened Species*TM.

Among others, [Partner] has the right to

- a) Be acknowledged and recognized as Red List Partners, including on The IUCN Red List website and to be associated with any particular assessments they are responsible for producing, in any publicity associated with The IUCN Red List including updates to The IUCN Red List website, and in publications of The IUCN Red List data;
- b) Use The IUCN Red List logo, provided such use is in accordance with agreed protocols and the visual identity as specified in The IUCN Red List of Threatened Species Logo Guidelines

4. SCOPE OF WORK

Under this Agreement, [Partner] will support the delivery of The IUCN Red List Strategic Plan through the following costed activities over the five (5)-year duration of the RL Partnership Agreement:

Activity	Estimated approximate value (in-kind/actual)
[activity 1 in support of Result x.x.x]	US\$75,000 (annual)
[activity 2 in support of Result x.x.x]	US\$50,000 (annual)
[activity 3 in support of Result x.x.x]	US\$20,000 (one-off)
[etc.]	

Total	[total should exceed \$200,000 / year or \$1 million over 5 years]
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The total level of [Partner's] annual contribution to these activities, both in cash and in-kind, is estimated at [complete] per annum (based on the approximate costing provided with the activities above).

5. COMMUNICATION AND NOTICE

To facilitate communication and to co-ordinate the performance of this Agreement, the authorized Representatives (primary and alternate) will provide overall coordination and supervision of the work carried out under this Agreement, and will be responsible for all financial and technical reporting.

6. TERM, TERMINATION AND AMENDMENT

This Agreement shall enter into force as of upon signature of this Agreement by both Parties, and remain valid until the end of the Initial Term of the RL Partnership Agreement.

In case the [Partner] withdraws from the RL Partnership Agreement before the end of the Initial Term, this Agreement will automatically terminate. The Parties will agree which contributions and activities will need to be completed within six months since that expiration.

This Agreement may be amended by a written agreement signed by both Parties.

7. ORDER OF PREVALENCE

Each of the Parties confirms that the specific terms and conditions of this Agreement are supplemental to the general terms and conditions of the RL Partnership Agreement (article VII. B. of the RL Partnership Agreement) and shall be performed by the Parties consistent with the scope and terms and conditions of the RL Partnership Agreement. In the case of any conflict or inconsistency between the language of this Agreements and the language of the RL Partnership Agreement, the latter shall prevail.

8. EXECUTION

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, and that in this case such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

 Director General, IUCN – International Union for Conservation of Nature and Natural Resources

Date: _____

 President/CEO etc], Partner 1

Date: _____

Annex 5: RL Accession Agreement Template

The IUCN Red List of Threatened Species Partnership Accession Agreement (hereafter referred to as “the RL Accession Agreement” or “the Agreement”)

(To be signed with each organization joining the RL Partnership agreement after the date of entry into force of such agreement)

This Agreement is entered into between:

IUCN – The International Union for Conservation of Nature and Natural Resources
(hereinafter referred to as “IUCN”),

and

[Partner]

IUCN and [Partner] are collectively referred to as the Parties.

PREAMBLE

Whereas IUCN is an international organization composed of sovereign States, government agencies, international agencies, non-governmental organizations and affiliates, founded in 1948 under the auspices of the United Nations Educational, Scientific and Cultural Organization, and established under the laws of Switzerland.

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

Whereas IUCN and the Red List Partners have signed the IUCN Red List of Threatened Species Partnership Agreement [effective as of date] (hereafter the RL Partnership Agreement) to promote the development of The IUCN Red List;

Whereas [PARTNER] [description of objectives/mission of other party];

Whereas [PARTNER] wishes to become a Red List Partners, fulfills the criteria set forth in article XV. A. of the RL Partnership Agreement and has been approved the RL Partnership Committee in accordance with the process set forth in article XV. B of the RL Partnership Agreement;

Whereas [PARTNER] is willing to accept all terms and conditions set forth in the RL Partnership Agreement;

Now therefore the Parties agree as follows:

1. SCOPE

IUCN hereby confirms that [Partner] fulfils the criteria set forth in article XV. A. of the RL Partnership Agreement and has been approved by the RL Partnership Committee to become a Red List Partner in accordance with the process set forth in article XV. B of the RL Partnership Agreement.

[PARTNER] hereby consent to become a Red List Partner and a Party to the RL Partnership Agreement, which is attached as Annex to this Accession Agreement and constitutes an integral part of this Accession Agreement and accepts all rights and obligations of a Party.

2. TERM AND TERMINATION

This Agreement shall enter into force as of upon signature of this Agreement by both Parties. and remain valid until the end of the Initial Term of the RL Partnership Agreement, unless terminated by either Parties in accordance with article XVI of the RL Agreement.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file, and that in this case such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

Date: _____
Director General, IUCN – International Union for Conservation of Nature and Natural Resources

Date: _____
[President/CEO etc], Partner