

The Key Biodiversity Areas Partnership Agreement

This Agreement is entered into between:

Amphibian Survival Alliance,

BirdLife International,

Conservation International,

Critical Ecosystem Partnership Fund,

Global Wildlife Conservation,

IUCN, the International Union for Conservation of Nature,

Natureserve,

RSPB,

Wildlife Conservation Society, and

World Wildlife Fund International.

The organizations listed above, plus any others that may become a Party to this Agreement, individually and collectively, are referred to as “**KBA Partner**” and “**KBA Partners**”.

Unless otherwise specified, words and expressions used in this Agreement shall have the meanings given to them in *Annex 10 (Glossary to the KBA Partnership Agreement)*.

I. Background

- A. *The World Database of Key Biodiversity AreasTM* is set to become the world’s most widely recognized and authoritative compilation of data on sites that contribute significantly to the global persistence of biodiversity. KBAs are generally identified nationally using globally standardized criteria and thresholds.
- B. The concept of KBAs originates in the work of the BirdLife International Partnership in developing the Important Bird and Biodiversity Area (IBA)

concept and identifying thousands of IBAs worldwide since the late 1970s. Similar approaches were subsequently developed by other organizations for taxonomic, ecological, or thematic subsets of biodiversity, and are now widely used across all countries to inform conservation planning and decision making.

- C. In 2004, IUCN World Conservation Congress Resolution 3.013 called for a “worldwide consultative process to agree a methodology to enable countries to identify Key Biodiversity Areas ... building on existing approaches and paying particular attention to the need to: (i) enlarge the number of taxonomic groups used for site-based priority setting approaches; and (ii) have quantitative, transparent and objective criteria to identify Key Biodiversity Areas.”
- D. In 2009, the IUCN World Commission on Protected Areas (WCPA) and IUCN Species Survival Commission (SSC) established a Joint Task Force on Biodiversity and Protected Areas (hereafter referred to as the Joint Task Force) to address the task outlined in Resolution 3.013. Through extensive consultation involving many organizations and individuals, the Joint Task Force developed *A Global Standard for the Identification of Key Biodiversity Areas*, that builds upon and draws from, in particular, BirdLife International’s IBA concept. IUCN Council approved *A Global Standard for the identification of Key Biodiversity Areas* during the 88th council meeting, April 11-13, 2016 (and which is annexed hereto as *Annex I*).
- E. *The World Database of Key Biodiversity AreasTM* is expected to become one of the fundamental tools to support terrestrial, freshwater and marine conservation-planning and priority setting, and for reporting on progress in safeguarding biodiversity. The KBA Partners propose to continue expanding this work to identify sites that contribute significantly to the global persistence of biodiversity, utilizing *A Global Standard for the Identification of Key Biodiversity Areas*, to ensure that *The World Database of Key Biodiversity AreasTM* is deployed to maximum benefit by a wide range of stakeholders, within and beyond the conservation community, with the ultimate objectives of eliminating the lack of information on where the most important sites for biodiversity are found (and the threats to them and actions needed), and of promoting the achievement of effective conservation and sustainable forms of development.
- F. The KBA Partners recognize that the task of identifying, documenting, updating, and monitoring KBAs, contributing to policy work related to KBAs, promotion, and communication of KBAs and realizing the objectives outlined herein, is much greater than can be achieved by a single institution, yet requires close collaboration and synergies between those organizations involved in this work. It is for these reasons that the KBA Partners have come together to form the KBA Partnership.
- G. The KBA Partnership also serves as an important means for the KBA Partners to coordinate activities related to conservation planning and analysis, and to share information, expertise and insights in ways that enable the KBA Partners to achieve their own strategic goals for increased science-based biodiversity conservation impact.

II. Vision, Goal and Objectives

- A. The vision of the KBA Programme is: *“a comprehensive network of sites that contribute significantly to the global persistence of biodiversity is appropriately identified, correctly documented, effectively managed, sufficiently resourced and adequately safeguarded.”*
- B. The goal of the KBA Programme is: *“to implement a programme to develop and maintain an up-to-date, fully documented list of sites identified against the KBA Standard, and to communicate, promote and position this information to enable the achievement of the KBA vision.”*
- C. To achieve this vision and goal, the KBA Partnership will work towards achieving the following objectives:
 - a. To lead, coordinate or support processes to identify, document, update, and monitor KBAs, and maintain these data updated and accurate through time, including through the provision of data, information, analyses, and expertise; and
 - b. To promote and communicate the importance, utility and value of the KBA approach as a tool to inform terrestrial, freshwater and marine conservation-planning, decision-making, and policy-setting.
- D. The KBA Partners shall work together to achieve the vision, purpose and objectives above in accordance with the terms of this Agreement.

III. Principles of the Performance of this Agreement

Each KBA Partner acknowledges and agrees that:

- A. The strategic priorities for the KBA Programme will be agreed and established by the KBA Committee (established under Art. VI.A.). These priorities may be amended from time to time by the KBA Committee.
- B. The identification and documentation of KBAs will be based on correct use of *“A Global Standard for the Identification of Key Biodiversity Areas” (Annex 1)* and the *“Guidelines for Using A Global Standard for the Identification of Key Biodiversity Areas”*, the latter to be developed and amended from time to time by the KBA Standards and Appeals Committee (SAC) established under Art. VI.I.
- C. The procedures for identifying, documenting, updating, and monitoring KBAs will be clear and transparent and will follow the processes outlined in *Annex 2*, which may be amended from time to time by the KBA Committee.
- D. Identification and documentation of KBAs will be open to challenge and correction, as may be necessary and appropriate, following adequate procedures. These procedures will be developed and agreed jointly by the KBA Committee and the KBA SAC. In accordance with its Terms of Reference (annexed hereto as *Annex 3*), as may be amended from time to time by the KBA Committee, the

KBA SAC shall have the authority to consider and resolve all Appeals relating to the listing of sites independently of the KBA Committee.

- E. All KBAs 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 comply with the documentation standards to be agreed by the KBA Committee.
- F. The KBA Database is the accepted means to manage the KBA Data and make them available through the KBA Website. The KBA Database, KBA Data and KBA Website are collectively referred to as *The World Database of Key Biodiversity AreasTM*.
- G. *The World Database of Key Biodiversity AreasTM* will exist as an electronic version on the World Wide Web (on the “**KBA Website**”) and, resources permitting, will be updated regularly. KBA Data will be made available to third parties according to *The World Database of Key Biodiversity AreasTM* Terms and Conditions of Use (**Annex 4**), as may be amended from time to time by the KBA Committee, 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 biodiversity for which a site is important.
- H. The KBA Website will include a mechanism to allow any users to provide information for consideration in updating *The World Database of Key Biodiversity AreasTM*.
- I. The KBA brand will be supported, protected and maintained in accordance with the principles, rules and guidelines governing the visual identity thereof specified in “The Branding of Key Biodiversity Areas” (annexed hereto as **Annex 5**), as may be amended from time to time by the KBA Committee.

IV. Rights and Obligations of KBA Partners

- A. The KBA Partners acknowledge and agree that they shall have the following rights during the term of this Agreement:
 - a. To be acknowledged and recognized as KBA Partners, including in publicity, materials relating to KBAs and on the KBA Website;
 - b. To use the KBA brand, provided such use is in accordance with the agreed protocols and the visual identity as specified in “The Branding of Key Biodiversity Areas” (**Annex 5**), as may be amended from time to time by the KBA Committee;
 - c. To be invited to contribute to all major partnership activities including joint funding applications and large-scale analyses and publications of the KBA Data; and
 - d. To be represented on the KBA Committee (either as a voting member or as an observer following the process identified in Art. VI.C.c.) by one individual.

- B. Each KBA Partner shall have the following obligations during the term of this Agreement:
- a. Making a long-term institutional commitment including but not limited to the following:
 - i. Leading, coordinating or supporting a process to identify, document, update, and/or monitor KBAs (and maintain these data through time), including through the provision of data, information, analyses, and expertise in specific countries/regions or for specific elements of biodiversity, in at least 20 countries/territories, or in multiple countries or ocean basins spanning a large biogeographic region, over five years;
 - ii. Contributing to supporting the KBA Secretariat as described in Art. V.A.-C. and Art. V.E.-F. and governance-related activities including as described in Art IV B.e. below;
 - iii. Ensuring that at least seventy-five percent (75%) of their total contribution is dedicated towards Art. IV.B.a.i and Art. IV.B.a.ii above and Art IV B.e. below (this can be front-loaded into the earlier years of the five (5) year period referred to in Art. IV.B.a.iv below); the remainder could contribute to policy work related to KBAs, and promotion and communication of KBAs (these proportions may be amended from time to time by the KBA Committee);
 - iv. Providing support in cash or in kind (e.g. through the KBA Database and KBA Website development, staff time) to implement the KBA Programme (as specified in items i, ii and iii above), at a level of USD 200,000 per year for five (5) years, or USD 1 million over five (5) years;
 - b. Providing details on how the obligations in Art. IV.B.a.i-iv above will be met, by completing a form (the template of which will be agreed by the KBA Committee, and which may be amended from time to time by the KBA Committee);
 - c. Providing annual technical and financial reports (the template of which will be agreed by the KBA Committee, and which may be amended from time to time by the KBA Committee) to the KBA Committee on progress with regard to the obligations in Art. IV.B.a.i-iv above;
 - d. Bearing the cost of their own attendance at meetings of the KBA Committee;
 - e. Providing, as may be decided, financial or in-kind contributions to the work of any subsidiary bodies that the KBA Committee may establish and attending any meetings as may be required, understanding that KBA Partners shall bear their own cost of such attendance;
 - f. Respecting and abiding by the independent scientific process for identifying, documenting, updating, and monitoring KBAs, including:
 - i. The procedures for identifying, documenting, updating, and monitoring KBAs as agreed by the KBA Committee and as outlined in *A Global Standard for the Identification of Key Biodiversity Areas (Annex I)*; and
 - ii. The decisions of the KBA SAC (including adherence to the “Guidelines for Using *the Global Standard for the Identification of Key Biodiversity Areas*” referred to in Art. III.B).
- C. All KBA Partners commit to presenting and portraying the KBA Secretariat (as described in Art. V.A.-C. and Art. V.E.-F.) as a body serving the entire KBA Partnership, and not as a body hosted by, or tied to, a single KBA Partner. All KBA Partners commit to presenting and portraying the KBA Partnership as a

coalition of organizations working together to advance the KBA Programme, rather than being led, convened, coordinated or mobilized by a single KBA Partner.

- D. The KBA Partnership shall meet at regular intervals (timing to be defined by the KBA Partners) to work to, inter alia:
- a. help to set the agenda for the KBA Committee;
 - b. share lessons among the KBA Partners;
 - c. consolidate and build trust among the KBA Partners.

A substantive process should be developed for meetings of the KBA Partners in order to maintain the KBA Partners' involvement in the KBA Programme.

- E. Recognizing that all these commitments are made in good faith, it is understood that the ability of each KBA Partner to implement its commitments to provide support in cash or in kind to the KBA Partnership as provided by Art. IV.B.a.iv will depend upon the availability of resources. However, continual failure of any KBA Partner to meet these commitments during the life of this Agreement may lead to enactment of Art. XVI.C-G. KBA Partners may satisfy the obligations described in Art. IV.B by securing third-party funding for projects that support the objectives outlined in Art. IV.B.a.i-iv. of this Agreement. Third-party funds secured and made available by KBA Partners to support individual projects, as well as any in-kind contributions made by KBA Partners towards such projects, will be counted towards meeting the financial commitments outlined in Art. IV.B.a.iv.

V. Additional Responsibilities of BirdLife International and IUCN

- A. On behalf of the KBA Partnership, BirdLife International and IUCN will jointly establish a KBA Secretariat, with the principal functions of:
- a. centralized coordination of activities including supporting the KBA Committee and any subsidiary bodies it may establish; the KBA Consultative Forum and KBA Community, as appropriate; and coordination of joint fundraising and communication activities;
 - b. preparing, on an annual basis, (i) a business plan and budget for the forthcoming year and (ii) a financial report in respect of the KBA Partnership's activities in the previous year;
 - c. management of the KBA Data, and development and management of the KBA Database and the KBA Website, subject always to Art. V.C;
 - d. coordination of Regional Focal Points (see Art. VII.A.c); and
 - e. coordination of the process to confirm sites as KBAs.
- B. In addition, the KBA Secretariat may contribute, as appropriate, to the KBA Partnership's efforts to:
- a. develop training materials and information resources on KBAs; and
 - b. market, brand and promote the application and utilization of information on KBAs.
- C. BirdLife International will act as the host and manager of the KBA Data, the KBA Database and the KBA Website, collectively referred to as *The World*

*Database of Key Biodiversity Areas*TM. This will be developed from the World Biodiversity Database (WBDB) owned, hosted and managed by BirdLife International to maintain information on existing IBAs, AZE sites and other KBAs.

- D. IUCN will provide support to the functioning of the KBA SAC.
- E. The KBA Secretariat will be led by a senior staff person (“**Head**”) who will be formally recruited and employed by either BirdLife International or IUCN (as agreed between them) and who will report to the KBA Committee through its Chair. The KBA Partners in addition to BirdLife International and IUCN are encouraged to second staff to the KBA Secretariat by mutual agreement between all parties involved. Staff within the KBA Secretariat will have a double reporting line to the Head and to their institutional line managers in the KBA Partner from which they are seconded (the details of the precise line management and contractual arrangements to be agreed between all parties involved).
- F. For a period of two years, the costs of employing the Head will be met half by BirdLife International and half by IUCN, and all other costs incurred by the KBA Secretariat will be met by the KBA Partners (based on a budget previously agreed by the KBA Committee). After this period, all costs incurred by the KBA Secretariat (including, for the avoidance of doubt, in relation to the employment of the Head) will be met by the KBA Partners.

VI. Governance of the KBA Partnership and the KBA Programme

- A. The KBA Partners shall establish a KBA Committee to govern the KBA Partnership and provide oversight to the KBA Programme.
- B. The KBA Partners will take all measures possible to ensure geographic and taxonomic expertise, gender balance, and youth representation among the members of the KBA Committee.
- C. The KBA Committee will comprise the following voting positions:
 - a. One (1) voting position will be held by BirdLife International, which will be permanent for the term of this Agreement in recognition of the investments of the BirdLife International Partnership in the identification, documentation, monitoring and promotion of Important Bird and Biodiversity Areas as KBAs for birds since the 1970s, and the underpinning this provides to the KBA Programme;
 - b. One (1) voting position will be held by IUCN, which will be permanent for the term of this Agreement in recognition of the investments from IUCN and its Species Survival Commission (SSC) and World Commission on Protected Areas (WCPA) in leading the consolidation of “*A Global Standard for the Identification of Key Biodiversity Areas*”;
 - c. Four (4) voting positions assigned on a staggered rotating basis, such that all other KBA Partners have the opportunity to serve on the KBA Committee. Each will serve for two (2) year terms. The KBA Partners (excluding BirdLife International and IUCN) shall agree which of them shall serve on the KBA

- Committee from amongst those willing to contribute significant time and effort to do so. If they cannot agree, there shall be a process to select at random three (3) from amongst the non-governmental organization KBA Partners and one (1) from amongst the other KBA Partners. Initially, two of the KBA Partner members shall have 2-year terms and two shall have 3-year terms; subsequently, all will have 2-year terms; and
- d. One (1) voting position will be held by the Chair of the KBA Community (see Art. VI.H.j). The Chair of the KBA Community will be selected according to a process defined by the KBA Committee (the Terms of Reference of the KBA Community are provided in *Annex 6*, as may be amended from time to time by the KBA Committee).
 - e. The elected KBA Committee Chair (see Art. VI.H.a) will not normally be a voting position, but in the event of a tie (caused by one or more abstentions or absentees), he/she shall have the casting vote.
- D. The KBA Committee will also include the following non-voting positions as observers:
- a. One (1) non-voting position will be held by the Chair of the IUCN Species Survival Commission, or her/his designee;
 - b. One (1) non-voting position will be held by the Chair of the IUCN World Commission on Protected Areas, or her/his designee;
 - c. One (1) non-voting position will be held by the representative of the Global Environment Facility (see Art. VI.H.1).
 - d. Three (3) non-voting positions will be held by members of the KBA Community, respectively, by one (1) representative each from among the three of the following regions (Americas, Africa, Europe & Central Asia, Asia-Pacific) not represented by the Chair of the KBA Community.
- E. The KBA Committee Chair may invite others (e.g. the Chairs of any subsidiary bodies of the KBA Committee, the Chair of the KBA SAC, the manager of the KBA Database and the KBA Website, any other staff members of the KBA Secretariat) to participate in relevant agenda items at meetings of the KBA Committee.
- F. The Head of the KBA Secretariat will serve as secretary to the KBA Committee meetings and will be expected to attend all meetings except closed sessions.
- G. The KBA Partners that are not members of the KBA Committee may attend all Committee meetings as non-voting observers, except as provided in Art. XVI.G.
- H. The KBA Committee will operate in the following manner:
- a. The KBA Committee will elect a Chair of the KBA Committee (the “**KBA Committee Chair**”), whose role is specified in *Annex 7*, as may be amended from time to time by the KBA Committee, and who shall be a member of the KBA Committee but will not represent the organisation for which he/she is working when acting as the KBA Committee Chair, and who may be an independent person not employed by any of the KBA Partners, and who may serve in this role for a maximum of two (2) terms of four (4) years each;
 - b. Any voting member of the KBA Committee may require a vote of no confidence to be held in respect of the KBA Committee Chair. If any such

- vote is passed by a majority of voting members of the KBA Committee, the KBA Committee Chair shall resign and the KBA Committee shall elect a new KBA Committee Chair in accordance with Art. VI.H.a;
- c. The KBA Committee will meet at regular intervals (with this timing to be defined by the KBA Committee);
 - d. The KBA Committee shall establish its own rules of procedure for the effective organization of the KBA Committee meetings and other related administrative matters;
 - e. The KBA Committee will provide all draft meeting agendas to all KBA Partners, allowing two (2) weeks for the KBA Partners to comment on these agendas; the KBA Committee commits to address such comments in a timely manner;
 - f. The KBA Committee will provide all decisions to all KBA Partners. Within two (2) weeks of receiving a decision, any KBA Partner may request that the KBA Committee revisit the decision. The KBA Committee shall consider any such request in a timely manner, either at its next meeting or intersessionally if necessary, but for the avoidance of doubt shall not be bound to change its decision in response to any such request. The KBA Committee cannot increase the obligations of the KBA Partners without the respective KBA Partner's agreement in writing.
 - g. Decisions of the KBA Committee will be taken in the following manner:
 - i. Decisions are taken by voting members of the KBA Committee only;
 - ii. Decisions relating to changing the text of the Annexes of this Agreement require unanimous approval of the voting members of the KBA Committee, it being understood that amendments to *Annex 1* require approval by the Council of IUCN;
 - iii. The KBA Committee will strive to take all other decisions by the unanimous approval of all voting members of the KBA Committee. However, except those decisions expressly stated in this Agreement to be taken unanimously, any voting member of the KBA Committee may ask for a decision to be made by way of a vote rather than by unanimous approval, or the KBA Committee Chair may determine that unanimous approval is not possible and may call for a vote;
 - iv. In the event of decision-making by a vote, only members who are present in person or through telephone or electronic means, or by proxy, may vote during the KBA Committee meetings;
 - v. If unable to attend a meeting of the KBA committee, a KBA Committee member may empower another Committee Member by written proxy to speak and vote on his/her behalf, complying with the instructions contained in the proxy;
 - vi. The vote will be decided by simple majority of voting members present in person or by proxy; and
 - vii. At least five (5) votes must be cast in person or by proxy for a vote to carry;
 - h. The KBA Committee will develop a strategic plan for the KBA Programme;
 - i. The KBA Committee has the authority to establish subsidiary bodies, as it deems necessary;
 - j. The KBA Committee will establish a KBA Community, the terms of reference of which are annexed hereto as *Annex 6*;

- k. The KBA Committee will establish a KBA Consultative Forum, the terms of reference of which are annexed hereto as *Annex 8*, as may be amended from time to time by the KBA Committee, and will assign one or more KBA Committee members to act as liaisons to the KBA Consultative Forum. The KBA Consultative Forum will be granted the right to communicate written requests to the KBA Committee, and the KBA Committee will have the responsibility to provide written responses to these requests in a timely manner;
 - l. The KBA Committee will admit the Global Environment Facility, on the basis of its large and unique contributions to the KBA Programme, in an ex officio observer seat. The Global Environment Facility will be considered an ex officio KBA Partner;
 - m. The KBA Committee will agree upon a system to ensure the transparent allocation of the funds earned through the provision or licensing of KBA Data; and
 - n. The KBA Committee will regularly review the performance, finances and structure of the KBA Secretariat, and will report back to the entire KBA Partnership within one year from constitution of the KBA Committee to ensure that the KBA Secretariat is and remains fit for its purpose.
- I. The KBA Committee will request the Chairs of the IUCN Species Survival Commission and IUCN World Commission on Protected Areas to appoint a Chair of the KBA SAC, the terms of reference of which are annexed hereto as *Annex 3*.
 - J. The KBA Committee will oversee the development and implementation of Strategic Plans and work programmes.
 - K. The KBA Committee will oversee the allocation of funds raised by joint fundraising among the KBA Partners and the KBA Secretariat, and the allocation of funds raised through the licensing of KBA Data.
 - L. The KBA Committee will promote KBAs as follows:
 - a. Catalyse and promote appropriate syntheses and dissemination of KBA Data;
 - b. Promote the value and application of information on KBAs by governments, businesses, finance institutions, the conservation community and others;
 - c. Agree upon policies and terms of use of KBA Data; and
 - d. Evaluate feedback from data providers (KBA Community) and end users (KBA Consultative Forum).
 - M. The KBA Committee will develop and promote the KBA brand as follows (see *Annex 5*):
 - a. Ensure the proper and appropriate use of the KBA brand; and
 - b. Help ensure effective and accurate communication of KBAs.

VII. Operationalizing the KBA Programme

- A. The KBA Programme will be operationalized according to the following principles:

- a. KBA identification, documentation, updating, and/or monitoring will take place wherever possible through national (and other sub-global) processes, including the involvement of national conservation and scientific institutions in the most inclusive way possible;
 - b. Every effort will be made to secure wide stakeholder engagement and buy-in at all stages of the KBA identification process; and
 - c. There will be effective coordination through Regional Focal Points to support the KBA identification, validation and documentation process.
- B. The overall process for operationalizing the KBA Programme is outlined in *Annex 2*.

VIII. Intellectual Property Rights

- A. In their performance of this Agreement, all KBA Partners will have the following obligations:
- a. Abide by *The World Database of Key Biodiversity AreasTM* Terms and Conditions of Use (*Annex 4*) in accordance with Art III.G;
 - b. Abide by the brand guidelines for the KBA Brand to be created as set out in *Annex 5* and with any applicable usage licence and restrictions;
 - c. 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 KBA Partner who infringes third-party rights (as defined in the Glossary at *Annex 10*) shall be liable for any resulting damages; and
 - d. Take all reasonable steps necessary to preserve each KBA Partner's intellectual property rights in the data provided for inclusion into the KBA Database.
- B. It is recognized that each KBA Partner, or third party (including any third party whose data the KBA Partner is custodian of), retains ownership of any of its intellectual property that already exists, or that it develops, and makes available within the framework of the KBA Partnership for inclusion into the KBA Database, and retains the right to use this intellectual property outside of *The World Database of Key Biodiversity AreasTM* Terms and Conditions of Use (*Annex 4*).
- C. Each KBA Partner agrees, to the extent permitted by applicable law, to grant a nonexclusive, non-transferable, royalty free license to use its intellectual property contributed to the KBA Database to the other KBA Partners solely for purposes of this Agreement, provided such use is in keeping with Art III.G. and it being understood that permission will be obtained from the relevant KBA Partner prior to any use outside of *The World Database of Key Biodiversity AreasTM* Terms and Conditions of Use (*Annex 4*) including but not limited to commercial use, reposting and/or redistribution. Due rights/sources should be cited and acknowledged and permissions/licenses recorded. KBA Partners do not have the right to sub-license use of KBA Data to their affiliated entities which must apply in their own right for access according to *The World Database of Key Biodiversity AreasTM* Terms and Conditions of Use (*Annex 4*).

- D. Should a KBA Partner, for whatever reason, withdraw from or have its participation in the KBA Partnership terminated, it shall have the right to remove the data it owns, or is a custodian of on behalf of others, from *The World Database of Key Biodiversity AreasTM*.
- E. Each KBA Partner agrees that ownership of the proprietary components of the software underpinning *The World Database of Key Biodiversity AreasTM* resides with BirdLife for the benefit of the KBA Partnership. BirdLife hereby grants to each of the other KBA Partners a perpetual, worldwide, royalty-free, non-exclusive license to use the proprietary components of *The World Database of Key Biodiversity AreasTM* solely in connection with *The World Database of Key Biodiversity AreasTM* and the KBA Partnership.
- F. Should BirdLife, for whatever reason, withdraw from or have its participation in the KBA Partnership terminated as provided for hereunder, prior to the effective date of withdrawal or termination it shall transfer ownership of the proprietary components of *The World Database of Key Biodiversity AreasTM* to another KBA Partner, as determined by the KBA Committee, but retain a perpetual, worldwide, royalty-free, non-exclusive license to use those proprietary components of software underpinning *The World Database of Key Biodiversity AreasTM* as it exists at the date of such termination.

IX. Communication and Co-ordination

- A. To facilitate communication and to co-ordinate the performance of this Agreement, each KBA Partner will designate in writing one specific individual to serve as its Primary Representative and one additional individual to serve as its Alternate Representative, who is authorized to act and vote in the absence of the Primary Representative.
- B. Any notice provided to a KBA Partner's Primary Representative shall be deemed to be notice to that KBA Partner. Each KBA Partner shall be responsible to keep the Head of the KBA Secretariat updated in writing as to the name and contact information of the Primary Representative and Alternative Representative.
- C. The normal means for coordination of the work being implemented under this Agreement will be through the KBA Committee.

X. Resources and Fundraising

- A. The KBA Partners shall work individually and wherever possible collectively and collaboratively to raise funds for the implementation of activities in support of the KBA Programme. For purposes of this section, fundraising can include KBA Partners raising funds from third parties to fund their own projects to be carried out in support of this Agreement to implement the agreed Strategic Plan and its priorities.

- B. All KBA Partners agree that when developing projects for fundraising purposes they will include, wherever possible, the costs related to the KBA Secretariat (direct costs of data management and collection, compilation, validation, and consistency checking) in addition to costs of data analysis and publication.
- C. The KBA Partners agree to adhere to the KBA Fundraising Protocol, which is annexed hereto as **Annex 9**, and which may be amended from time to time by unanimous approval of the KBA Committee.

XI. Policies and Positions

- A. The KBA Data will be made available to the public, subject to the Terms and Conditions of Use set out in **Annex 4**, through regular updates on the KBA Website. Where KBA Partners are involved in assessments, no KBA Partner shall release its own draft data prior to publication on KBA Website without the written approval of the KBA Secretariat. In the event of it being necessary to release draft data for any justified reason, it shall be clearly flagged in writing as potentially subject to change.
- B. No KBA Partner shall utilize or publicly release for any purpose draft data provided by other KBA Partners without the latter's advance written permission.
- C. KBA Partners may write and publish scientific publications or national KBA inventories based on these KBA Data prior to their release on the KBA Website, provided that the data providers in question have given their consent for their data to be used in this way.
- D. This Art. XI shall not serve to restrict a KBA Partner's use of data over which such KBA Partner has intellectual property rights.

XII. Acknowledgements and Logos

- A. Further to Art IV.A.a, the KBA Partners agree that for all products based on the use of KBA Data, the participation of the KBA Partners in each such product will be recognized in pre-agreed form according to the role played by the respective KBA Partners.
- B. The name and logo of each of the KBA Partners (whether registered or not as trademarks) are owned by that KBA Partner, and may not be used by the other KBA Partners other than as expressly provided for hereunder or with the prior written permission of their owner.

XIII. Limitations to the Agreement; No Partnership

Each KBA Partner acknowledges and agrees that this Agreement does not establish a legal partnership of any form between the KBA Partners, nor does it create any rights or obligations under the laws of partnership of any jurisdiction, and references to

“Partnership” (including all its derivatives) shall be construed accordingly. No KBA Partner has the authority to bind and/or to act on behalf of 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 KBA Partners.

XIV. Modification of the Agreement

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

XV. Admission criteria and additional KBA Partners

- A. Any organization wishing to become a KBA Partner shall:
 - a. be a national non-governmental organization, international non-governmental organization, inter-governmental organization, and/or government agency;
 - b. 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 KBA Programme;
 - c. Provide convincing demonstration of its support and endorsement of the principles set forth in this Agreement, including Art. XV.A.a-b; and
 - d. Provide convincing demonstration of its willingness and ability to meet the obligations set forth in Art. IV.B above.

- B. Any organization wishing to become an additional KBA Partner shall submit its request to the KBA Committee Chair. The KBA Committee Chair will consult with the KBA Partners at the time of the request as to the suitability of potential additional KBA Partners; the final decision on the admission of new KBA Partners will be taken by the full KBA Partnership, this decision being by unanimous approval of all KBA Partners if possible, or, if not, by a vote in favour by two thirds of all KBA Partners.

- C. Any organization admitted as a KBA Partner according to the process outlined in Arts. XV.A and XV.B shall enter into this Agreement by signing an addendum to this Agreement with all the KBA Partners. The financial or in kind contribution of such new KBA Partners will be the same as for the existing KBA Partners, or if the new Partner joins less than five years before the end of the term of this Agreement the contribution will be at an average annual level of USD 200,000.

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

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

- A. This Agreement shall become effective on 3 September 2016 and shall remain in force for a period of eight (8) years (the “**Initial Term**”).
- B. At any time during the term, any KBA Partner may withdraw unilaterally from this Agreement and thus terminate its participation in the KBA Partnership by providing to the KBA Committee Chair ninety (90) days written notice of its intent to so withdraw. Termination by a KBA Partner of its participation in the KBA Partnership does not affect its accrued rights and obligations including to contribute financially to the KBA Partnership under this Agreement at the date of termination but any further rights and obligations shall cease immediately upon termination.
- C. The KBA Committee will assess the continued inclusion of organisations in the KBA Partnership, based on the agreed KBA Partner requirements and obligations as specified in Arts. XV.A.a-b and IV.B above.
- D. Any KBA Partner can request the KBA Committee to initiate a process for the review of the continuation of another KBA Partner within the KBA Partnership, should there be a concern that the behaviour of that KBA Partner is exposing the KBA Partnership or another KBA Partner to liability and/or risk (including reputational risk).
- E. The KBA Committee will assess if the allegations made by the requesting KBA Partners are sufficiently substantiated to initiate a process for review of the continuation of a KBA Partner within the Partnership. If they are and such review process is initiated, the KBA Committee will assess whether or not the identified KBA Partner complies with the terms of, or perform its obligations under this Agreement, or if its behaviour, in the reasonable opinion of the KBA Committee, is exposing the KBA Partnership or another KBA Partner's organization to liability and/or risk. To do so, it will consult with all KBA Partners (other than the defaulting KBA Partner).
- F. As part of the review process, the defaulting KBA Partner shall have the right to respond to any such allegations through a mutually agreed process, established by the KBA Committee. In responding, the defaulting KBA Partner shall have an opportunity to outline a proposal toward addressing the allegations of failure to perform its obligations, including a plan to meet its obligations, or the allegations that it is exposing the KBA Partnership or another KBA Partner's organization to liability and/or risk.
- G. Upon closure of the review process, the KBA Committee, will decide, in a closed session involving voting members of the KBA Committee only (other than the defaulting KBA Partner), and based on the result of the consultation with all KBA Partners (other than the defaulting KBA Partner), whether or not it is appropriate to remove such defaulting KBA Partner from the KBA Partnership and to give the defaulting Partner a reasonable opportunity to remedy its breach(es). It will inform the defaulting KBA Partner accordingly. The KBA

Committee shall determine the period to remedy the breach(es) based on all of the circumstances including the seriousness of the breach(es), but where appropriate shall allow ninety (90) days from service of the written notice (which shall be copied to all KBA Partners) detailing the breach(es) and the steps required to remedy the breach(es). Should the defaulting KBA Partner act to remedy the breach(es) within the granted remedy period (or any extension thereof) the KBA Committee shall review the matter, in a closed session involving voting members of the KBA Committee only (other than the defaulting KBA Partner), and based on consultation with all KBA Partners (other than the defaulting KBA Partner). Options available to the KBA Committee shall include (1) declaring the breach(es) remedied and renouncing the removal of the concerned KBA Partner from the Partnership and (2) extending the remedy period to allow for further action by the defaulting KBA Partner and another review. Should the KBA Committee neither declare the breach(es) remedied nor extend the remedy period, the KBA Committee shall take the decision to remove the defaulting KBA Partner from the Partnership. As from the date of this decision, the defaulting KBA Partner shall be considered as automatically removed from the KBA Partnership and the same consequences as for a withdrawal of a KBA Partner shall apply (Art. XVI. B).

XVII. Governing Law and Dispute Resolution

- A. This Agreement shall be governed by English law.
- B. Any dispute, controversy or claim arising from or connected with this Agreement, including one regarding the existence, validity or termination of this Agreement or the consequences of its nullity and any non contractual or other dispute (a “**Dispute**”) shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules in effect at the time the dispute arose, and in accordance with the provisions elaborated under C-E below.
- C. The arbitral tribunal shall consist of three (3) arbitrators, unless the KBA Partners involved in the dispute agree to one (1) arbitrator. The identity of each arbitrator shall be agreed between the KBA Partners involved in the dispute. If such KBA Partners fail to agree the identity of an arbitrator within 30 days of any proposal, any such KBA Partner may ask the President for the time being of the Chartered Institute of Arbitrators to appoint the arbitrator.
- D. The seat of the arbitration shall be England, all hearings shall take place in England, and the language of the arbitration shall be English.
- E. The parties waive any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

XVIII. 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 this 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 KBA Partner of any breach by any other KBA Partner 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. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- C. **Force Majeure.** If any acts of God, war, government regulations, disaster, strikes, civil disorders, curtailment of transportation facilities, and other emergencies makes it illegal or impossible for such KBA Partner to perform its obligations (“Event of Force Majeure”), the performance of this Agreement by any KBA Partner shall be suspended for the duration of such Event of Force Majeure..
- E. **Entire Agreement.** It is understood and agreed that *Annexes 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10*, as they may be amended from time to time, 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*. This Agreement contains the entire understanding between/among the KBA Partners with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements and understandings between/among the Parties to this Agreement concerning said subject matter.
- F. **Third Parties.** A person who is not a KBA Partner has no right to enforce any term of this Agreement.
- G. **Further Assurance.** Each KBA Partner shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.
- H. **Costs.** Except where this Agreement provides otherwise, each KBA Partner shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.
- I. **No assignment.** A KBA Partner may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under this Agreement without having first obtained the written consent of the other KBA Partners.
- J. **Governing Language.** This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text prevails.

- K. Anti-Bribery and anti-slavery.** Each KBA Partner shall:
- a. comply with all applicable laws and regulations relating to anti-bribery and anti-corruption; and
 - b. ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain.

XIX. Execution

This Agreement has been executed by all the Parties to this Agreement in 10 counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. The signature of the IUCN Director General to this Agreement signifies that IUCN is a KBA Partner. The co- signatures of the Chairs of the SSC and WCPA to this Agreement reflect the commitment of SSC and WCPA to the roles and obligations given to them in this Agreement, these co-signatures being necessary because the IUCN Director General cannot sign on behalf of the IUCN Commissions. However, SSC and WCPA are not themselves KBA Partners.

 Executive Director,
 Amphibian Survival Alliance

Date: _____

 Chief Executive,
 BirdLife International

Date: _____

 Executive Vice President
 Conservation International

Date: _____

 Executive Director,
 Critical Ecosystem Partnership Fund

Date: _____

 Chief Scientist and CEO,
 Global Wildlife Conservation

Date: _____

 Director General,
 IUCN, the International Union for the Conservation of Nature

Date: _____

Interim CEO,
NatureServe

Date: _____

International Director
RSPB

Date: _____

Chief Conservation Officer,
Wildlife Conservation Society

Date: _____

Director General,
WWF International

Date: _____

- Annex 1:** *A Global Standard for the Identification of Key Biodiversity Areas*
- Annex 2:** **Process for Operationalizing the KBA Programme**
- Annex 3:** **Terms of Reference of the KBA Standards and Appeals Committee**
- Annex 4:** *The World Database of Key Biodiversity AreasTM Terms and Conditions of Use*
- Annex 5:** **The Branding of Key Biodiversity Areas**
- Annex 6:** **Terms of Reference of the KBA Community**
- Annex 7:** **Role of the Chair of the KBA Committee**
- Annex 8:** **Terms of Reference of the KBA Consultative Forum**
- Annex 9:** **KBA Fundraising Protocol**
- Annex 10:** **Glossary to the KBA Partnership Agreement**

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Annex 1

A Global Standard for the Identification of Key Biodiversity Areas (Version 1.0)

I. INTRODUCTION

At the World Conservation Congress, held in Bangkok, Thailand, in 2004, the IUCN Membership requested “a worldwide consultative process to agree a methodology to enable countries to identify Key Biodiversity Areas”. In response to this Resolution (WCC 2004 Res 3.013), the IUCN Species Survival Commission (SSC) and the IUCN World Commission on Protected Areas (WCPA) established a Joint Task Force on Biodiversity and Protected Areas. The Joint Task Force mobilised input from experts in the IUCN Commissions, Members and Secretariat staff, other conservation organisations, academia, governments, donors and the private sector to consolidate the criteria and methodology for identifying Key Biodiversity Areas (KBAs) as sites that contribute significantly to the global persistence of biodiversity.

The results of these efforts are summarised in this global Standard for the Identification of KBAs (hereafter the KBA Standard), which builds on more than 30 years of experience in identifying important sites for different taxonomic, ecological and thematic subsets of biodiversity. These include, in particular, the 12,000 Important Bird and Biodiversity Areas (IBAs) identified by BirdLife International (2014), plus Alliance for Zero Extinction (AZE) sites (Ricketts et al. 2005), B-ranked sites (TNC 2001), Important Fungus Areas (Evans et al. 2001), Important Plant Areas (IPAs; Plantlife International 2004), Prime Butterfly Areas (van Swaay & Warren 2006) and KBAs covering multiple taxonomic groups in freshwater (Holland et al. 2012), marine (Edgar et al. 2008) and terrestrial systems (Eken et al. 2004, Langhammer et al. 2007) under previously published criteria.

The KBA Standard is formally taken to include definitions, the criteria and thresholds, and delineation procedures. It can be used by national constituencies to identify sites contributing significantly to the global persistence of biodiversity in terrestrial, inland water and marine environments. It is important that this Standard remains stable for a period of time to enable comparisons of sites qualifying as KBAs in different regions and over time. It is recognised, however, that the criteria and thresholds may need revision in the future as experience accumulates in their application and technological advances improve our measurement and understanding of biodiversity.

The aims of the KBA Standard are to:

- Harmonise existing approaches to the identification of important sites for biodiversity;
- Support the identification of important sites for elements of biodiversity not considered in existing approaches;
- Provide a system that can be applied consistently and in a repeatable manner by different users and institutions in different places and over time;

- Ensure that KBA identification is objective, transparent and rigorous through application of quantitative thresholds;
- Provide decision-makers with an improved understanding of why particular sites are important for biodiversity.

Data generated through application of the KBA Standard are expected to have multiple uses (Dudley et al. 2014). KBAs can support the strategic expansion of protected-area networks by governments and civil society working toward achievement of the Aichi Biodiversity Targets (in particular Target 11 and 12), as established by the Convention on Biological Diversity (Butchart et al. 2012); serve to inform the description or identification of sites under international conventions (such as Ecologically and Biologically Significant Areas described under the Convention on Biological Diversity, wetlands of international importance designated under the Ramsar Convention, and natural World Heritage Sites); inform private sector safeguard policies, environmental standards, and certification schemes; support conservation planning and priority-setting at national and regional levels; and provide local and indigenous communities with opportunities for employment, recognition, economic investment, societal mobilization and civic pride.

It should be emphasised, however, that areas not identified as KBAs are not necessarily of lesser importance. For some regions current limitations on capacity and technology to mean that it will take time to compile the necessary data and level of detail to demonstrate that sites meet the quantitative thresholds associated with the KBA criteria, and for the deep ocean it will be difficult and might be impossible in certain situations, at least over the next few decades. Initiatives that are working to highlight areas of importance for safeguarding biodiversity through expert-driven processes, such as Important Marine Mammal Areas (Hoyt 2015), can help fill data gaps and inform KBA identification (and vice versa).

In addition, other areas, which do not meet the global criteria and thresholds defined here may be important for other reasons, and in many cases, are managed as such. These include sites that meet (or will meet) criteria and thresholds of regional or national significance for biodiversity; sites considered to be important at global, regional or national levels for other reasons (e.g. maintaining productivity, ecosystem services, aesthetics or cultural heritage); and seascapes or landscapes important for the persistence of biodiversity beyond the site scale.

The criteria and thresholds in this global KBA Standard are not identical to those by which IBAs or KBAs for other taxa were identified using previously published criteria. There are already more than 13,000 such sites worldwide. Those that are shown to meet the criteria and thresholds in the KBA Standard, and for which minimum documentation requirements have been met, will be recognised as global KBAs. Those that are inferred, with justification, to meet global KBA criteria and thresholds, but for which the data have not yet been compiled to demonstrate the case, will be treated as global KBAs for an 8-12 year re-evaluation period and flagged as ‘priority for update’. Those that do not meet global KBA criteria and thresholds but which do meet previously established regional criteria and thresholds will be recognised as regional KBAs.

The KBA Standard is outlined in several sections of this document. Section II, the Preamble, presents basic information about the context and structure of the Standard, and the procedures that are to be followed in applying the criteria to sites. Section III provides definitions of key terms used. Section IV presents the criteria and quantitative thresholds for assessing sites as KBAs. Section V provides delineation procedures. Annex 1a suggests a standard format for citing the KBA criteria; Annex 1b refers to the required and recommended supporting information for KBAs; and Annex 1c provides a summary of the KBA criteria and thresholds.

II. PREAMBLE

The information in this section is intended to direct and facilitate the use and interpretation of the KBA criteria and thresholds, and the delineation guidelines.

1. Purpose of the criteria

The purpose of the criteria is to locate and highlight sites that make significant contributions to the global persistence of biodiversity. The KBA criteria incorporate elements of biodiversity across genetic, species and ecosystem levels, but their purpose is not to include every species or ecosystem within a KBA. The benefits that biodiversity delivers to people are not incorporated into the criteria, but it is recommended that the provision of such ecosystem services, including cultural values, are documented for each site. A principle for developing the Standard has been to keep it as simple as possible; however, having criteria and thresholds that both build from existing approaches and that can be robustly applied across taxonomic groups and all elements of biodiversity has meant that some complexity cannot be avoided.

2. Relevant biodiversity elements

KBAs are identified for biodiversity elements for which specific sites contribute significantly to their global persistence. Some biodiversity elements, such as wide-ranging or migratory species that occur at low densities, may trigger one or more KBA thresholds at particular sites, even if their global persistence depends primarily on management at the scale of entire landscapes, seascapes, catchments, or migratory corridors (e.g. fishery regulations, integrated basin management, restoration of connectivity; Boyd et al. 2008). Similarly, the global persistence of other biodiversity elements may require targeted, species-specific interventions (e.g. wildlife trade enforcement, disease mitigation), even if these trigger one or more KBA thresholds at particular sites. Safeguarding KBAs is hence complementary to land-/seascape-scale and species-specific management.

3. Biological scope

The KBA criteria can be applied to macroscopic biodiversity in terrestrial, inland water and marine environments. Although not all KBA criteria may be relevant to all elements of biodiversity (e.g. not all species aggregate), the thresholds associated with each of the criteria have been developed to work across all taxonomic groups and ecosystems to which they are applicable.

4. Role of the different criteria

The different criteria address different ways in which sites contribute significantly to the global persistence of biodiversity. Sites should be assessed against all relevant criteria for which data are available, but meeting the thresholds under any one of the criteria or sub-criteria is sufficient for a site to be recognised as a KBA, assuming documentation

requirements are met (Annex 1a). Individual elements of biodiversity may trigger more than one criterion at the same site.

5. Derivation of the quantitative thresholds

The thresholds associated with each of the KBA criteria (and sub-criteria) are designed for identifying KBAs at the global level. They are informed by several decades of experience in applying quantitative thresholds to identify important sites for biodiversity, such as IBAs and AZE sites. The criteria and quantitative thresholds were developed through a series of technical workshops and subsequently refined through wide expert consultation and testing with datasets covering diverse taxonomic groups, regions and environments.

6. Global vs. regional and national thresholds

The criteria presented in this Standard are for the identification of KBAs meeting thresholds of global significance. Wherever possible, the process of applying the Standard should be led nationally with the involvement of relevant local stakeholders (section V). Some countries/regions may also desire to apply the criteria with less stringent thresholds to identify sites of national/regional significance. Sites can be identified as regional KBAs following guidelines for applying the KBA Standard at regional and national levels, while for KBAs already identified at the regional level, pre-existing criteria and thresholds will continue to apply. National constituencies are encouraged to establish and apply thresholds for identifying national KBAs if doing so is considered to be valuable within a given country. The set of global and regional KBAs will form the list of internationally significant KBAs.

7. Data quality and metrics for inference

The KBA criteria have quantitative thresholds to ensure that site identification is transparent, objective and repeatable. It is important to compile the best available data for KBA identification, but the availability of high quality data differs significantly between different taxonomic groups. Hence, for some of the population size-related criteria there is a range of metrics that can be used to estimate or infer whether a site holds a threshold proportion of a species' global population size, including number of mature individuals, area of occupancy, extent of suitable habitat, range, number of localities, and distinct genetic diversity.

In assessing sites against the criteria, application of all metrics specified should be attempted, accepting that data will often be insufficient to allow this. Number of localities is only appropriate to use where sampling intensity is sufficiently high that the known localities can be assumed to represent adequately the range and area of occupancy of the species. Multiple localities may fall within a single KBA, and abundance may vary considerably across the different localities; thus it should not necessarily be assumed that a species occurring at 100 or fewer localities meets a 1% threshold at each of those localities. For the area-based metrics, a 1% threshold can typically be inferred where the site contains at least 1% of the global extent of a species' area of occupancy, extent of

suitable habitat or range, assuming the species is documented to occur at the site. These metrics should be used cautiously, however, given that species tend not to be evenly distributed throughout their range, area of occupancy, or extent of suitable habitat.

Distinct genetic diversity differs from the other metrics in that it refers to the proportion of a species' genetic diversity that is encompassed by a particular area. A site holding more than the threshold proportion of a species' genetic diversity can qualify as a KBA (under criteria A1, B1 and B2), even if the proportion of the species' global population size at the site is insufficient to trigger KBA identification.

8. Uncertainty

The data used to assess whether quantitative thresholds of the KBA criteria have been met are often estimated with considerable uncertainty. Such uncertainty can arise from natural variation, vagueness in the terms and definitions used, lack of data, and measurement error. For example, estimates of the global population size of a species might range by more than an order of magnitude, the numbers of individuals or reproductive units at a given site might be subject to substantial inter-annual variation, and delineation may vary greatly in precision. The documentation standards (Annex 1b) require assessment of the level of uncertainty in the identification and delineation of KBAs (see point 9), while the progressive reduction of such uncertainty is promoted by the periodic re-evaluation of KBAs (see point 10).

9. Documentation

KBA identification is an iterative process and requires the confirmed presence of one or more biodiversity elements (e.g. species, ecosystem type) at the site that both trigger at least one KBA criterion and meet the corresponding threshold(s). These data must be traceable to a reliable source and be recent enough to give confidence that the biodiversity elements are still present given the history of land use change in an area. A minimum set of information is required for each KBA to support and justify the recognition of a site as a KBA, and an additional set of recommended information should ideally be compiled for each site (Annex 1b).

10. Re-evaluation

Sites should be re-assessed against the criteria and thresholds at least once every 8–12 years although more frequent monitoring of KBAs is recommended wherever possible. Both genuine changes in status and changes in knowledge of the biodiversity element(s) triggering the criteria and thresholds may affect the status of a site as a KBA, while other new sites may be found to qualify during this re-evaluation period. Sites that fail to meet any criteria will no longer be considered global KBAs, however, such sites may still meet thresholds for regional or national significance and/or become priorities for restoration.

11. Climate and environmental change

Environmental changes resulting from a range of stressors, notably climate change, may affect the biodiversity in a KBA to such an extent that the site ceases to qualify, which will be determined upon re-evaluation (see point 9). It is also possible that a KBA may increase in importance as a result of climate change or that new sites will qualify. Re-evaluation of sites every 8-12 years will be important for maintaining accurate data over time.

It is desirable to predict short-term impacts of climate change and other environmental stressors, such as habitat destruction, pollution and invasive species, and to conduct vulnerability analyses at sites. However, a prediction that a site is vulnerable to climate or other environmental change should not preclude its recognition as a KBA. Where manageability and topographic complexity allow (e.g. mountain systems that permit up-slope movement), site delineation may take into account the possibility of habitat refugia or areas suitable for near-term shifts of species and ecosystems at risk. This should only be done for sites where data are adequate to make a defensible case. Site management of KBAs should consider climate change and other impacts and manage them to the extent that this is possible, according to the best available guidance.

It may be possible to predict the future locations of potential KBAs under climate change scenarios. Such predictive models will be important in national and regional conservation planning exercises. However, KBAs should be identified on the basis of the current presence of biodiversity elements, rather than on projected future distributions.

12. KBAs and protected areas

The identification of a site as a KBA on the basis of the criteria and thresholds presented here is unrelated to its legal status; however, such status will often inform site delineation (Section V3.2).

Many KBAs overlap wholly or partly with existing protected area boundaries, including sites designated under international conventions (e.g. Ramsar and World Heritage) and areas protected at national and local levels (e.g. national parks, indigenous or community conserved areas). However, it is recognised that other management approaches may also be appropriate; the identification of a site as a KBA simply implies that the site should be managed in ways that ensure the persistence of the biodiversity elements for which it is important. It is also understood that many protected areas are established for other conservation purposes and will not be identified as KBAs unless they also hold biodiversity elements meeting the criteria and thresholds.

13. KBAs and conservation priorities

KBAs are sites of importance for the global persistence of biodiversity. However, this does not imply that a specific conservation action, such as protected area designation, is required. Such management decisions should be based on conservation priority-setting exercises, which combine data on biodiversity importance with the available information on site vulnerability and the management actions needed to safeguard the biodiversity for

which the site is important. It is often desirable to incorporate other data into priority-setting, such as conservation cost, opportunity for action, importance for conserving evolutionary history and connectivity. KBAs thus do not necessarily equate to conservation priorities but are invaluable for informing systematic conservation planning and priority-setting, recognising that conservation priority actions may also be outside of KBAs.

III. DEFINITIONS

This section defines key terms used in the definition of KBAs, in the KBA criteria and thresholds, and in site delineation procedures. It is necessary to refer to these terms when interpreting the criteria because they are defined in a narrow or particular sense.

A. TERMS USED IN DEFINING KBAS

KBAs are sites contributing significantly to the global persistence of biodiversity.

Biodiversity

Biodiversity is ‘the variability among living organisms from all sources including, inter alia, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems’, according to the Convention on Biological Diversity (CBD) (UN 1992).

Contributing/Contribution

The contribution of a site to the global persistence of biodiversity depends on the global distribution and the abundance of the biodiversity elements for which the site is important. Sites holding biodiversity elements that are globally restricted, or at risk of disappearing, make high contributions to the persistence of those elements. The global persistence of a biodiversity element occurring at any given KBA, unless it is entirely confined to the site, depends not only on the fate of the site itself but also on that of other sites and of the land-/seascapes where it occurs.

Global

Global implies that the contributions of a site to the persistence of a given biodiversity element are measured in relation to its worldwide population size or extent.

Persistence

Persistence of a biodiversity element means that its loss (e.g. species extinction, ecosystem collapse) or decline (e.g. of numbers of mature individuals of a species, ecosystem extent and condition) is avoided, both now and into the foreseeable future.

Significantly/Significant

Significant means that an outstanding proportion of a biodiversity element (e.g. species population size or ecosystem extent) occurs at the site, as defined by a quantitative threshold.

Site

A geographical area on land and/or in water with defined ecological, physical, administrative or management boundaries that is actually or potentially manageable as a single unit (e.g. a protected area or other managed conservation unit). For this reason, large-scale biogeographic regions such as ecoregions, Endemic Bird Areas and Biodiversity Hotspots, and land-/seascapes containing multiple management units, are not considered to be sites. In the context of KBAs, “site” and “area” are used interchangeably.

B. TERMS USED IN THE KBA CRITERIA AND DELINEATION PROCEDURES

Aggregation (Criterion D)

A geographically restricted clustering of individuals that typically occurs during a specific life history stage or process such as breeding, feeding or migration. This clustering is indicated by highly localised relative abundance, two or more orders of magnitude larger than the species' average recorded numbers or densities at other stages during its life-cycle.

Area of occupancy (Criteria A, B, E)

The area within the range of a species that is actually occupied (IUCN 2012a).

Assemblage (Criterion B)

A set of species within a taxonomic group having: a) their ranges $\geq 95\%$ predictably confined to a single ecoregion for at least one life-history stage; b) their ranges $\geq 95\%$ predictably confined to a single biome for at least one life-history stage (for taxonomic groups with a global median range size $> 25,000 \text{ km}^2$); or c) their most important habitats in common with multiple other species.

Biodiversity element

Genes, species or ecosystems, as used by the Convention on Biological Diversity (CBD) definition of biodiversity (Jenkins 1988).

Biological process (Criterion D)

The demographic and life-history processes that maintain species such as reproduction and migration.

Bioregion (Criterion B)

Major regional terrestrial and aquatic habitat types distinguished by their climate, flora and fauna, such as the combination of terrestrial biomes and biogeographic realms (Olson et al. 2001) or marine provinces (Spalding et al. 2007, Spalding et al. 2012). These biogeographic units are typically about an order of magnitude larger in area than the ecoregions nested within them.

Complementarity (Criterion E)

A measure of the extent to which an area contains elements of biodiversity not represented, or that are underrepresented, in an existing set of areas; alternatively, the number of unrepresented or underrepresented biodiversity elements that a new area adds to a network (Margules & Pressey 2000).

Distinct genetic diversity (Criteria A, B)

The proportion of a species' genetic diversity that is encompassed by a particular site. It can be measured using Analysis of Molecular Variance or similar technique that simultaneously captures diversity and distinctiveness (frequency of alleles and the genetic distinctiveness of those alleles).

Ecological integrity (Criterion C)

A condition that supports intact species assemblages and ecological processes in their natural state, relative to an appropriate historical benchmark, and characterised by contiguous natural habitat with minimal direct industrial anthropogenic disturbance.

Ecoregion (Criteria B, C)

A ‘relatively large unit of land (or water) containing a distinct assemblage of natural communities and species with boundaries that approximate the original extent of natural communities prior to major land-use change’ (Olson et al. 2001). Ecoregions have been mapped for terrestrial (Olson et al. 2001), freshwater (Abell et al. 2008) and near-shore marine (Spalding et al. 2007) environments and are nested within bioregions or provinces.

Ecosystem type (Criteria A, B)

A defined ecosystem unit for standard and repeatable assessment, at an intermediate level in a globally consistent ecosystem classification hierarchy such as macrogroup or equivalent (Faber-Langendoen et al. 2014). It is defined by a particular set of variables related to its characteristic native biota, an abiotic environment or complex, the interactions within and between them, and a physical space in which these operate (Keith et al. 2013, Rodríguez et al. 2015). Other terms such as “ecological communities” and “biotopes” are often considered operational synonyms of ecosystem type.

Endemic (Criteria A, E)

A species having a global range wholly restricted to a defined geographic area such as a region, country or site.

Environmental stress (Criterion D)

Natural events like floods, droughts, storms, wildfires, earthquakes as well as high or low temperature caused by global change; it can also describe the lack of food due to the bottom-up effect of environmental stress or massive die off of prey in ecosystem due to infectious disease.

Extent of suitable habitat (Criteria A, B)

The area of potentially suitable ecological conditions, such as vegetation or substrate types within the altitudinal or depth, and temperature and moisture preferences, for a given species (Beresford et al. 2011).

Geographically restricted (Criterion B)

A biodiversity element having a restricted global distribution, as measured by range, extent of suitable habitat or area of occupancy, and hence largely confined or endemic to a relatively small portion of the globe such as a bioregion, ecoregion or site.

Intact ecological community (Criterion C)

An ecological community having the complete complement of species known or expected to occur in a particular site or ecosystem, relative to a regionally appropriate historical benchmark, which will often correspond to pre-industrial times.

Irreplaceability (Criterion E)

Either (a) the likelihood that an area will be required as part of a system that achieves a set of targets (Ferrier et al. 2000) or (b) the extent to which the options for achieving a set of targets are reduced if the area is unavailable for conservation (Pressey et al. 1994). Irreplaceability is heavily influenced by geographically restricted biodiversity, but it is a property of an area within a network rather than of an element of biodiversity and is related to the concept of complementarity.

Locality (Criteria A, B)

A sampling locality is a point indicated by specific coordinates of latitude and longitude. Note that the term “locality”, as defined here, is fundamentally and conceptually different from the term “location” used in the IUCN Red List Categories and Criteria (IUCN 2012a).

Manageability (Delineation)

The possibility of some type of effective management across the site. Being a manageable site implies that it is possible to implement actions locally to ensure the persistence of the biodiversity elements for which a KBA has been identified. This requires that KBA delineation consider relevant aspects of the socio-economic context of the site (e.g. land tenure, political boundaries) in addition to the ecological and physical aspects of the site (e.g. habitat, size, connectivity).

Mature individuals (Criteria A, B, E)

The number of individuals known, estimated or inferred to be capable of reproduction as defined in IUCN (2012a).

Population size (Criteria A, B, D)

The total, global, number of mature individuals of the species (IUCN 2012a). Population size is used throughout the standard rather than simply “population”, which IUCN (2012a) use to mean the total number of individuals of a species.

Predictably (Criterion D)

An expectation of species occurrence at a site during particular seasons or at one or more stages of its life cycle, based on previous or known occurrence, such as in response to specific climate conditions.

Range (Criterion A, B, E)

The current known limits of distribution of a species, accounting for all known, inferred or projected sites of occurrence (IUCN 2012a), including conservation translocations outside native habitat (IUCN Standards and Petitions Subcommittee 2014) but not including vagrancies (species recorded once or sporadically but known not to be native to the area).

Regularly (Criteria A, B)

The occurrence of a species is normally or typically found at the site during one or more stages of its life cycle.

Reproductive unit (Criteria A, B, E)

The minimum number and combination of mature individuals necessary to trigger a successful reproductive event at a site (Eisenberg 1977). Examples of five reproductive units include five pairs, five reproducing females in one harem, and five reproductive individuals of a plant species.

Restricted range (Criterion B)

Species having a global range size less than or equal to the 25th percentile of range-size distribution in a taxonomic group within which all species have been mapped globally, up to a maximum of 50,000 km². If all species in a taxonomic group have not been mapped globally, or if the 25th percentile of range-size distribution for a taxonomic group falls below 10,000 km², restricted range should be defined as having a global range size less than or equal to 10,000 km². For coastal, riverine and other species with linear distributions that do not exceed 200 km width at any point, restricted range is defined as having a global range less than or equal to 500 km linear geographic span (i.e. the distance between occupied locations furthest apart). Species known only from their type locality should not automatically be assumed to have a restricted range, since this may be indicative of under-sampling.

Target (Criterion E)

A conservation target is the minimum amount of a particular biodiversity feature for which conservation is desirable through one or multiple conservation actions (Possingham et al. 2006).

Taxonomic group (Criterion B)

Taxonomic ranks above the species level.

Threatened (Criterion A)

Assessed through globally standardised methodologies as having a high probability of extinction (species) or collapse (ecosystems) in the medium-term future. Threatened species are those assessed as Critically Endangered (CR), Endangered (EN), or Vulnerable (VU) according to The IUCN Red List of Threatened Species (IUCN 2012a). For the purposes of KBA criterion A1, Threatened also includes species assessed as regionally/nationally CR, EN or VU using the IUCN Red List Categories and Criteria (IUCN 2012b) that (a) have not been assessed globally and (b) are endemic to the region/country in question. Threatened ecosystems are those assessed as CR, EN or VU according to the IUCN Red List of Ecosystems (IUCN 2015).

Threshold (Criteria A-E)

Numeric or percentage minima which determine whether the presence of a biodiversity element at a site is significant enough for the site to be considered a KBA under a given criterion or sub-criterion.

Trigger (Criteria A-E)

A biodiversity element (e.g. species or ecosystem) by which at least one KBA criterion and associated threshold is met.

IV. KBA CRITERIA AND THRESHOLDS

A. THREATENED BIODIVERSITY

A1. Threatened species

Sites qualifying as KBAs under criterion A1 hold a significant proportion of the global population size of a species facing a high risk of extinction and so contribute to the global persistence of biodiversity at genetic and species levels.

Site regularly holds one or more of the following:

- a) $\geq 0.5\%$ of the global population size AND ≥ 5 reproductive units of a CR or EN species;*
- b) $\geq 1\%$ of the global population size AND ≥ 10 reproductive units of a VU species;*
- c) $\geq 0.1\%$ of the global population size AND ≥ 5 reproductive units of a species assessed as CR or EN due only to population size reduction in the past or present;*
- d) $\geq 0.2\%$ of the global population size AND ≥ 10 reproductive units of a species assessed as VU due only to population size reduction in the past or present;*
- e) Effectively the entire global population size of a CR or EN species.*

Proportion of the global population size can be observed or inferred through any of the following:

- (i) number of mature individuals,
- (ii) area of occupancy,
- (iii) extent of suitable habitat,
- (iv) range,
- (v) number of localities,
- (vi) distinct genetic diversity.

Species that can trigger criterion A1 encompass those assessed as globally CR, EN or VU on The IUCN Red List of Threatened Species (IUCN 2012a), or species assessed as regionally/nationally Threatened using the *Guidelines for Application of IUCN Red List Criteria at Regional and National Levels* (IUCN 2012b) where these both (a) have not been assessed globally and (b) are endemic to the region/country in question. Criterion A1 can be triggered by migratory species in both their breeding and non-breeding range; at non-breeding sites, the reproductive units threshold can be interpreted as the number of mature individuals.

Sub-criteria A1c and A1d applies to species that have experienced, or are currently experiencing, rapid decline in population size and thus are restricted to those species

qualifying only under Criterion A of the IUCN Red List Categories and Criteria, in any of sub-criteria A1, A2, or A4. Species qualifying only under Criterion A3 of the IUCN Red List are expected to experience *future* rapid decline in population size but currently may still be quite abundant, and so these species are subject to the higher thresholds of KBA sub-criteria A1a and A1b. There is no reproductive units requirement for sub-criterion A1e because sites holding all remaining mature individuals of CR or EN species make a highly significant contribution to their persistence.

A2. Threatened ecosystem types

Sites qualifying as KBAs under criterion A2 hold a significant proportion of the global extent of an ecosystem type facing a high risk of collapse and so contribute to the global persistence of biodiversity at the ecosystem level.

Site holds one or more of the following:

- a) $\geq 5\%$ of the global extent of a globally CR or EN ecosystem type;*
- b) $\geq 10\%$ of the global extent of a globally VU ecosystem type.*

Threatened ecosystem types include those assessed as globally CR, EN or VU under the IUCN Red List of Ecosystems Categories and Criteria (IUCN 2015) using units at an intermediate level in a globally consistent ecosystem classification hierarchy, such as macrogroup or equivalent (Faber-Langendoen et al. 2014). Ecosystem collapse is characterized by a transformation of identity, loss of defining features, and replacement by a different ecosystem type (IUCN 2015).

B. GEOGRAPHICALLY RESTRICTED BIODIVERSITY

B1: Individual geographically restricted species

Sites qualifying as KBAs under criterion B1 hold a significant proportion of the global population size of a geographically restricted species and so contribute significantly to the global persistence of biodiversity at the genetic and species level.

Site regularly holds $\geq 10\%$ of the global population size AND ≥ 10 reproductive units of a species.

Proportion of the global population size can be observed or inferred through any of the following:

- (i) number of mature individuals,
- (ii) area of occupancy,
- (iii) extent of suitable habitat,
- (iv) range,
- (v) number of localities,
- (vi) distinct genetic diversity.

In practice, many restricted-range species will trigger criterion B1, but having a restricted range is not a requirement under this criterion. Some species with large ranges may have many individuals concentrated in just a few areas within their range limits. The regular occurrence of all life stages of a species at a site distinguishes criterion B1 from criterion D1.

B2: Co-occurring geographically restricted species

Sites qualifying as KBAs under criterion B2 hold a significant proportion of the global population size of multiple restricted-range species, and so contribute significantly to the global persistence of biodiversity at the genetic and species level.

Site regularly holds $\geq 1\%$ of the global population size of each of a number of restricted-range species in a taxonomic group, determined as either ≥ 2 species OR 0.02% of the global number of species in the taxonomic group, whichever is larger.

Proportion of the global population size can be observed or inferred through any of the following:

- (i) number of mature individuals,
- (ii) area of occupancy,
- (iii) extent of suitable habitat,
- (iv) range,
- (v) number of localities,
- (vi) distinct genetic diversity.

Sites holding multiple restricted-range species are frequently indicative of centres of endemism. Although criterion B2 can be applied to any taxonomic group, groups above Class and below Family are unlikely to be useful in practice.

B3: Geographically restricted assemblages

Sites qualifying as KBAs under criterion B3 hold assemblages of species within a taxonomic group that are globally restricted and so contribute significantly to the global persistence of biodiversity at the genetic, species and ecosystem levels.

Site regularly holds one or more of the following:

- a) *$\geq 0.5\%$ of the global population size of each of a number of ecoregion-restricted species within a taxonomic group, determined as either ≥ 5 species OR 10% of the species restricted to the ecoregion, whichever is larger;*
- b) *≥ 5 reproductive units of ≥ 5 bioregion-restricted species OR 30% of the bioregion-restricted species known from the country, whichever is larger, within a taxonomic group;*
- c) *Part of the globally most important 5% of occupied habitat for each of ≥ 5 species within a taxonomic group.*

Because bioregions are larger than and inclusive of ecoregions, either criterion B3a or B3b, but not both, should be used for a particular taxonomic group. Criterion B3a is applicable to taxonomic groups for which the global median range size is <25,000 km², while B3b is applicable to taxonomic groups with a global median range size ≥25,000 km².

Proportion of the global population size under sub-criteria B3a can be observed or inferred through any of the following:

- (i) number of mature individuals,
- (ii) area of occupancy,
- (iii) extent of suitable habitat,
- (iv) range,
- (v) number of localities.

Under sub-criterion B3c ‘most important occupied habitat’ can be observed or inferred through the following:

- (vi) density of mature individuals,
- (vii) relative abundance of mature individuals.

Although criterion B3 can be applied to any taxonomic group, groups above Class and below Family are unlikely to be useful in practice. Sub-criterion B3b is formulated to account for the non-uniform way that species confined to bioregions, which are typically very large, are distributed across them. While greater numbers of species usually co-occur at or near their geographic centres, others are confined towards their peripheries. A proportional threshold based on the assemblage of species of the bioregion as a whole therefore would mean the exclusion of such species: the modifying clause “known from the country” addresses this.

B4: Geographically restricted ecosystem types

Sites qualifying as KBAs under criterion B4 hold a significant proportion of the global extent of a geographically restricted ecosystem type and so contribute significantly to the global persistence of biodiversity at the species and ecosystem level.

Site holds ≥20% of the global extent of an ecosystem type.

To ensure global consistency in application of the KBA criteria, criterion B4 should be applied to units at an intermediate level in a globally consistent ecosystem classification hierarchy, such as macrogroup or equivalent (Faber-Langendoen et al. 2014), as used for the IUCN Red List of Ecosystems for global assessments.

C. ECOLOGICAL INTEGRITY

Sites qualifying as KBAs under criterion C hold wholly intact ecological communities with supporting large-scale ecological processes and so contribute significantly to the global persistence of biodiversity at the ecosystem level.

Criterion C identifies truly outstanding examples at the global scale of still-natural and intact places that maintain fully functional ecosystem types and their components. These sites are large and essentially undisturbed by significant industrial human influence. They maintain their full complements of species in their natural abundances or biomass, support the ability of species to engage in natural movements, and allow for the unimpeded functioning of ecological processes.

Site is one of ≤ 2 per ecoregion characterised by wholly intact ecological communities, comprising the composition and abundance of native species and their interactions.

Ecological integrity should be observed or inferred from both direct measures of species composition and abundance/biomass across taxonomic groups (particularly for species indicative of long-term structural stability and functionality or those known to be highly sensitive to human impact) and absence (or very low levels) of direct industrial human impact (as quantified by appropriate indices at the scale of interest and verified on the ground or in the water).

These metrics should be contextualised by information that allows inference of the historical bounds of variation using a regionally appropriate benchmark (e.g. the past 500 years) for diversity or abundance in the ecoregion. Pervasive global-scale threats that affect all marine and/or terrestrial areas (e.g. climate change, ocean acidification, overharvest of cetaceans) should not be included in metrics of direct industrial human impact.

KBAs identified under criterion C should ideally be delineated to be at least 10,000 km² in size, within the confines of manageability (including for transboundary sites). Where sites straddle ecoregional boundaries, delineation should proceed without respect to ecoregional division.

D. BIOLOGICAL PROCESSES

D1: Demographic aggregations

Sites qualifying as KBAs under criterion D1 hold a significant proportion of the global population size of a species during one or more life history stages or processes, and so contribute significantly to the global persistence of biodiversity at the species level.

Site predictably holds one or more of the following:

- a) An aggregation representing $\geq 1\%$ of the global population size of a species, over a season, and during one or more key stages of its life cycle;***
- b) A number of mature individuals that ranks the site among the largest 10 aggregations known for the species.***

Proportion of the global population size can be observed from the following:

- (i) number of mature individuals.

Aggregations typically occur for breeding, feeding or during migration and are indicated by highly localised relative abundance, two or more orders of magnitude larger than the species' average recorded numbers or densities at other stages during its life-cycle. Criterion D1 is not meant to identify sites that hold *all* key stages of a species' life cycle; those sites may triggered by criteria A1, B1, B2 or B3. The concept of aggregation is broad enough, however, to include species that remain aggregated throughout most or all of their life cycles as they move between sites (e.g. some flamingo, albatross and petrel species). In sub-criterion D1b, the threshold applies across all life-history functions rather than for specific functions (e.g. breeding or feeding). Along migratory corridors, KBAs should be identified for stop-over or bottleneck sites rather than for the entire corridor.

D2: Ecological refugia

Sites qualifying as KBAs under criterion D2 hold a significant proportion of the global population size of a species during periods of environmental stress, and so contribute significantly to the global persistence of biodiversity at the species level.

Site supports $\geq 10\%$ of the global population size of one or more species during periods of environmental stress, for which historical evidence shows that it has served as a refugium in the past and for which there is evidence to suggest it would continue to do so in the foreseeable future.

Proportion of the global population size can be observed from the following:

- (i) number of mature individuals.

Species at any life stage may become concentrated in sites that maintain necessary resources, such as food and water, during periods of environmental stress, when conditions elsewhere become inhospitable. These temporary changes in climatic or ecological conditions, such as severe droughts, may concentrate individuals of a species at particular sites on the scale of multiple years or decades. This longer time horizon differentiates ecological refugia from the demographic and geographic aggregations described in criterion D1.

D3: Recruitment sources

Sites qualifying as KBAs under criterion D3 are where a significant proportion of the global population size of a species is produced, and so contribute significantly to the global persistence of biodiversity at the species level.

Site predictably produces propagules, larvae, or juveniles that maintain $\geq 10\%$ of the global population size of a species.

Proportion of the global population size can be observed from the following:

- (i) number of mature individuals.

Unlike sites identified under criteria D1 and D2, where individuals of a species are moving into a site at globally significant proportions, albeit at different time scales, criterion D3 applies to species where individuals disperse out of the site in globally significant proportions. These sources make a large contribution to the recruitment of a species elsewhere, even though the number of mature individuals at the site may be low or zero. Hence, the threshold is applicable to the global adult population size occurring largely outside of the site, rather than to the number of immature individuals within the site.

E. IRREPLACEABILITY THROUGH QUANTITATIVE ANALYSIS

Sites qualifying as KBAs under criterion E have very high irreplaceability for the global persistence of biodiversity as identified through a complementarity-based quantitative analysis of irreplaceability.

Site has a level of irreplaceability of ≥ 0.90 (on a 0–1 scale), measured by quantitative spatial analysis, and is characterised by the regular presence of species with ≥ 10 reproductive units known to occur (or ≥ 5 units for EN or CR species).

The irreplaceability analysis should be based on the contribution of individual sites to species persistence. Targets for the quantitative irreplaceability analysis may be one of two types:

- (a) Representing at least X mature individuals of each species, where X is the largest value among:
 - i. the total number of individuals currently existing in the wild, if either: the global population size is fewer than 1,000 mature individuals; or the species' range is smaller than 1,000 km²; or the area of occupancy is smaller than 20 km²;
 - ii. the population size necessary to ensure the global persistence of the species with a probability of $\geq 90\%$ in 100 years, as measured by quantitative viability analysis;
 - iii. 1,000 mature individuals;
 - iv. the number of mature individuals expected to occupy, at average densities, 1,000 km² within the species' range or 20 km² within the species' area of occupancy (as appropriate);
- (b) Representing at least an area of Y km² for each species, where Y is the larger value among:
 - i. the total area where the species occurs, if either: the global population size is fewer than 1,000 mature individuals; or the species' range is smaller than 1,000 km²; or the area of occupancy is smaller than 20 km²;
 - ii. the area necessary to ensure the global persistence of the species with a probability of $\geq 90\%$ in 100 years, as measured by quantitative viability analysis, up to a minimum of 10% of the total species distribution (i.e. range or area of occupancy, as appropriate);

- iii. 1,000 km² within the range or 20 km² within the area of occupancy (as appropriate);
- iv. the area corresponds to the range or the area of occupancy (as appropriate) necessary to include 1,000 mature individuals.

KBA assessment to identify sites under Criterion E should be implemented through complementarity-based irreplaceability analyses. The spatial units in which the study area is subdivided should be equal-area or approximately equal-area at the scale of approximately 100–1,000 km². The 0.9 threshold for site irreplaceability means that, given the biodiversity elements used in the analysis, and the targets set, area X is found in 90% of all possible minimum sets of areas meeting those targets. For the same given set of targets, any one element may not point to area X as irreplaceable, but a *set* of all elements and their targets can make area X irreplaceable.

The irreplaceability analyses need to take into account the entire range of species, and so must either (a) be conducted at a global scale, or (b) focus only on the endemics from the region analysed, or (c) set the targets to reflect the fraction of the global population size of each species that is included in the study area. The irreplaceability analysis would not in itself identify KBA boundaries, which should be defined in a subsequent delineation process (Section V). Once delineation has been undertaken, it may be useful or necessary to repeat the analysis using delineated boundaries as the spatial units to determine the irreplaceability score of the KBA.

V. DELINEATION PROCEDURES

Delineation is the process through which the boundaries of a KBA are drawn on a map; it is a required step of the KBA identification process. The aim is to derive site boundaries that are ecologically relevant yet practical for management. Taking the actual or potential manageability of sites into account in their delineation is likely to enhance prospects of biodiversity persistence, but no specific management prescription is implied by the delineation of KBA boundaries.

Delineation is an iterative process that typically involves assembling spatial datasets, deriving initial site boundaries based on ecological data, refining the ecological boundaries to yield practical boundaries, and documenting delineation precision. The process should occur in collaboration with stakeholders having expertise relevant to KBA identification and delineation, and who are free of political/economic bias or conflicts of interest. This usually includes scientists and other experts with local and traditional knowledge of the biodiversity elements occurring at the site, conservation and community groups working or living in the area, and government agencies tasked with managing natural areas or wildlife. Consultation with these constituencies (e.g. through workshops or informal meetings) can provide important context and data to inform delineation. As the extent to which KBA boundaries inform active management increases, more extensive consultation will be needed, for example with local and indigenous communities living in or near the site.

1. Assembling spatial datasets

In addition to locality data for the biodiversity elements triggering the KBA criteria, a number of data layers may be helpful for site delineation. These include but are not limited to:

- habitat suitability and extent;
- tracking and movement data, including migratory bottlenecks;
- known occurrence, feeding or breeding sites (including seasonally);
- seasonal refugia (e.g. deep pools in rivers);
- boundaries of any important biodiversity sites that have already been identified (e.g. IBAs, IPAs, AZE sites)
- land use, including roads, cities and agricultural areas (where useful);
- management units (e.g. protected areas, indigenous territories, private lands, concessions, administrative boundaries);
- topographic data (e.g. elevation, sub-catchments, seamounts, outer reef passages).

2. Deriving initial site boundaries based on ecological data

The boundaries for a KBA should initially be based on ecological considerations. This requires mapping the local extent of the biodiversity elements triggering the KBA criterion or criteria. For well-known biodiversity elements, deriving a boundary that represents the known local geographic extent may be possible. For lesser-known elements, it may be necessary to estimate approximate geographic extent using models or

knowledge of habitat requirements combined with maps of remaining habitat. In addition to habitat, it is important to consider the spatial or physical properties of the site including size, edge and connectivity with other natural areas. The initial ecological boundaries should be defined based upon the information available, while acknowledging the limitations of such information.

There is no minimum or maximum size requirement for a KBA. On land, IBAs (KBAs identified for birds) are typically 100–1000 km² but range from 0.01 km² to over 330,000 km². The size of the KBA will depend on the ecological requirements of the biodiversity elements triggering the criteria and the actual or potential manageability of the area. Sites identified under criterion C, or in the open ocean, are likely to be larger on average than sites identified under other KBA criteria or on land. Wherever possible, delineation should aim to develop site boundaries that are large enough to allow persistence of the biodiversity for which the site is identified while minimising the inclusion of land or water that is not relevant to it.

KBAs will generally have fixed boundaries. Where dynamic features are important, as for many marine species but also freshwater/terrestrial species that depend on dynamic or ephemeral habitats, KBAs should be large enough to encompass these features, within the confines of manageability.

3. Refining the ecological boundaries to yield practical boundaries

In many cases, KBA identification will be triggered by multiple taxa and initial mapping based on ecological data may yield multiple overlapping and incongruent polygons. KBA delineation is therefore not complete until boundary refinement has been considered to yield a manageable site or sites. This often means refining ecological boundaries with additional data, especially in situations where the extent of a biodiversity element falls within or overlaps with an existing site of importance for biodiversity, an existing protected area, a large block of contiguous habitat or it overlaps incongruently with other biodiversity elements meeting the KBA criteria.

3.1 Delineation with respect to existing sites of importance for biodiversity

When important sites for biodiversity, such as IBAs, IPAs, AZE sites, and KBAs identified under previously published criteria, have already been identified in the region of interest, the identification and delineation of KBAs for new biodiversity elements or application of additional criteria should take into consideration their boundaries. Many of these sites have national recognition, active conservation and monitoring initiatives and/or are linked to legislative and policy processes. If the additional biodiversity element(s) triggering one or more of the KBA criteria falls within the boundary of an existing site, and it contains enough of the new element(s) to meet the threshold of significance, the boundary of that site should be used for the delineation, unless there is new information to indicate otherwise.

If the additional biodiversity element partially overlaps an existing site of importance for biodiversity, or is larger than the existing site, there are generally three options: disregard the area that does not overlap (if it is ecologically insignificant), extend the existing boundary in consultation with the individual or group who originally delineated the site, or delineate a new KBA adjacent to the site. The appropriate option will typically depend on how much of an overlap there is. Modifying the boundaries of existing sites to incorporate additional biodiversity elements without proper stakeholder consultation can be destabilising and might jeopardise positive management actions underway at the site, and so should be avoided where possible. Any relationship of a proposed KBA boundary to that of an existing important biodiversity site should be included in supporting documentation.

3.2 Delineation with respect to protected areas and other conservation areas

When a biodiversity element triggering the KBA criteria falls within an existing protected area or *other recognised conservation area (such as a private reserve)*, and where active management is underway, it is often advisable to use the boundary of the protected or other conservation area to delineate the KBA. Most protected areas are recognised management units with the goal of safeguarding the biodiversity contained within them, although delineation of individual protected areas may be constrained by other considerations. The additional recognition of the site as a KBA, using the existing boundaries, helps to consolidate the importance of these management units. If the protected area boundary is used for KBA delineation, any data layers depicting the more detailed distribution of the biodiversity element within the protected area should be retained to support specific management actions and monitoring.

When a biodiversity element triggering one or more criteria partially overlaps and/or extends well beyond the boundaries of an existing protected area, there are generally two options. The first is to use the existing protected area boundary for the delineation of one KBA and delineate a second KBA covering the portion of the biodiversity element outside the protected area, assuming both areas meet the thresholds of significance in their own right. The second option is to include the additional habitat adjacent to the protected area within the boundaries of a single larger KBA, which would be partially protected. This second option will generally be appropriate only when there is a realistic possibility that the additional habitat adjacent could be managed together with the protected area as a single unit, either through formal expansion of the protected area or through other forms of coordinated management, or if in delineating two sites one or both would fail to meet the criteria and thresholds.

3.3 Refining boundaries using other management data

When delineating sites that fall outside existing KBAs and protected areas, it is often necessary to incorporate other data on land/water management to derive practical site boundaries. These management data layers should be of an appropriate scale or grain of land- or water-use and can include private lands managed for biodiversity, language

groups, national and sub-national administrative boundaries, catchments in the case of integrated basin management, and other permanent management units. Where sites overlap one or more national boundaries, a single KBA can be delineated when transboundary management is either in place or a realistic possibility. More typically, identifying separate KBAs in each country may be most consistent with potential manageability.

In some cases, refining site boundaries based on management units is not feasible because the units themselves (a) are too small or too large to be useful, (b) do not meet the requirements of the biodiversity elements that trigger the KBA, or (c) do not exist (e.g. as on the high seas). In these cases, using ecological boundaries derived from maps of suitable habitat or the local extent of biodiversity elements triggering the criteria is the best approach. When these data do not exist or do not overlap in a coherent way, topographic and environmental data such as elevation, ridgelines, seamounts, geological features and other identifiable elements on the land/seascape can be used to derive site boundaries.

4. Documenting delineation precision

KBA delineation is an iterative process that makes use of better and more recent data as they become available. Stable boundaries are desirable but the delineation process must be able to accommodate changes in knowledge (including local and indigenous knowledge) and the reality on the ground. A description of how the boundary was derived should be included in the documentation. The level of precision of KBA boundaries should be recorded in the documentation and used when KBAs are displayed on maps.

REFERENCES

- Abell, R., Thieme, M.L., Revenga, C., Bryer, M., Kottelat, M., et al. (2008) Freshwater ecoregions of the world: a new map of biogeographic units for freshwater biodiversity conservation. *BioScience* 58: 403-414.
- BirdLife International (2014) *Important Bird and Biodiversity Areas: A global network for conserving nature and benefitting people*. Cambridge, UK: BirdLife International.
- Beresford, A.E., Buchanan, G.M., Donald, P.F., Butchart, S.H.M., Fishpool, L.D.C. and Rondinini, C. (2011) Minding the protection gap: estimates of species' range sizes and holes in the Protected Area network. *Animal Conservation* 14: 114-116.
- Boyd, C., Brooks, T.M., Butchart, S.H.M., Edgar, G.J., da Fonseca, G.A.B., et al. (2008) Spatial scale and the conservation of threatened species. *Conservation Letters* 1: 37-43.
- Butchart, S.H.M., Scharlemann, J.P.W., Evans, M.I., Quader, S., Aricò, S., et al. (2012) Protecting important sites for biodiversity contributes to meeting global conservation targets. *PLoS One* 7: e32529.
- Dudley, N., Boucher, J.L., Cuttelod, A., Brooks, T.M. and Langhammer, P.F. (eds.) (2014) *Applications of Key Biodiversity Areas: end-user consultations*. Cambridge, UK and Gland, Switzerland: IUCN.
- Edgar, G.J., Langhammer, P.F., Allen, G., Brooks, T.M., Brodie, J., et al. (2008) Key Biodiversity Areas as globally significant target sites for the conservation of marine biological diversity. *Aquatic Conservation: Marine and Freshwater Ecosystems* 18: 969–983.
- Eisenberg, J.F. (1977) The evolution of the reproductive unit in the Class Mammalia. In Rosenblatt, J.S. & Komisaruk, B.R. (eds.) *Reproductive Behavior and Evolution*. New York: Plenum Publishing Corporation.
- Eken, G., Bennun, L., Brooks, T.M., Darwall, W., Foster, M., et al. (2004) Key biodiversity areas as site conservation targets. *BioScience* 54: 1110–1118.
- Evans, S., Marren, P. and Harper, M. (2001) *Important Fungus Areas: a provisional assessment of the best sites for fungi in the United Kingdom*. Salisbury, UK: Plantlife International.
- Ferrier, S., Pressey, R.L. and Barrett, T.W. (2000) A new predictor of the irreplaceability of areas for achieving a conservation goal, its application to real-world planning, and a research agenda for further refinement. *Biological Conservation* 93: 303–325.
- Holland, R.A., Darwall, W.R.T. and Smith, K.G. (2012) Conservation priorities for freshwater biodiversity: the key biodiversity area approach refined and tested for continental Africa. *Biological Conservation* 148: 167-179.
- Hoyt, E. (ed.) (2015) Proceedings of the Third International Conference on Marine Mammal Protected Areas (ICMMPA 3), Adelaide, Australia, 9-11 Nov. 2014, 85pp.
- IUCN (2012a) *IUCN Red List Categories and Criteria: Version 3.1. Second edition*. Gland, Switzerland and Cambridge, UK: IUCN.

- IUCN (2012b) *Guidelines for Application of IUCN Red List Criteria at Regional and National Levels: Version 4.0*. Gland, Switzerland and Cambridge, UK: IUCN.
- IUCN (2015) *Guidelines for the Application of IUCN Red List of Ecosystems Categories and Criteria. Version 1.0*. Bland, L.M., Keith, D.A., Murray, N.J., and Rodríguez, J.P. (eds.) Gland, Switzerland: IUCN. ix + 93 pp.
- IUCN Standards and Petitions Subcommittee (2014) *Guidelines for Using the IUCN Red List Categories and Criteria. Version 11*. Prepared by the Standards and Petitions Subcommittee. Downloadable from <http://www.iucnredlist.org/documents/RedListGuidelines.pdf>.
- Faber-Langendoen, D., Keeler-Wolf, T., Meidinger, D., Tart, D., Hoagland, B., et al. (2014) EcoVeg: a new approach to vegetation description and classification. *Ecological Monographs* 84: 533–561.
- Jenkins, R.E. (1988) Information management for the conservation of biodiversity. In Wilson, E.O. (ed.) *Biodiversity*. Washington, DC: National Academy Press.
- Keith, D.A., Rodríguez-Clark, K.M., Nicholson, E., Aapala, K., Alonso, A., et al. (2013) Scientific foundations for an IUCN Red List of Ecosystems. *PLoS ONE* 8: e62111.
- Langhammer, P.F., Bakarr, M.I., Bennun, L.A., Brooks, T.M., Clay, R.P., et al. (2007) *Identification and Gap Analysis of Key Biodiversity Areas: Targets for Comprehensive Protected Area Systems*. IUCN World Commission on Protected Areas Best Practice Protected Area Guidelines Series No. 15. Gland, Switzerland: IUCN.
- Margules, C.R. and Pressey, R.L. 2000. Systematic conservation planning. *Nature* 405: 243–253.
- Olson, D.M., Dinerstein, E., Wikramanayake, E.D., Burgess, N.D., Powell, G.V.N., et al. (2001) Terrestrial ecoregions of the world: a new map of life on Earth. *BioScience* 51: 933–938.
- Plantlife International (2004) *Identifying and Protecting the World's Most Important Plant Areas*. Salisbury, UK: Plantlife International.
- Possingham, H.P., Wilson K.A., Andelman S.J. and Vynne C.H. (2006) Protected areas: goals, limitations, and design. Pages 509–533 in M.J. Groom, G.K. Meffe, C.R. Carroll, editors. *Principles of Conservation Biology*. Sunderland, MA: Sinauer Associates Inc.
- Pressey, R.L., Johnson, I.R. and Wilson, P.D. (1994) Shades of irreplaceability: towards a measure of the contribution of sites to a reservation goal. *Biodiversity & Conservation* 3: 242–262.
- Ricketts, T.H., Dinerstein, E., Boucher, T., Brooks, T.M., Butchart, S.H.M., et al. (2005) Pinpointing and preventing imminent extinctions. *Proceedings of the National Academy of Sciences of the U.S.A.* 102: 18497–18501.
- Rodrigues, A.S.L., Akcakaya, H.R., Andelman, S.J., Bakarr, M.I., Boitani, L., et al. (2004) Global gap analysis: priority regions for expanding the global protected-area network. *Bioscience* 54: 1092–1100.

- Rodríguez, J. P., Keith, D.A., Rodríguez-Clark, K.M., Murray, N.J., Nicholson, E., et al. (2015) A practical guide to the application of the IUCN Red List of Ecosystems criteria. *Philosophical Transactions of The Royal Society B* 370: 20140003.
- Spalding, M.D., Fox, H.E., Allen, G.R., Davidson, N., Ferdaña, Z.A., et al. (2007) Marine ecoregions of the world: a bioregionalization of coastal and shelf areas. *BioScience* 57: 573–583.
- Spalding, M.D., Agostini, V.N., Rice, J. and Grant, S.M. (2012) Pelagic provinces of the world: a biogeographic classification of the world's surface pelagic waters. *Ocean & Coastal Management* 60: 19-30.
- TNC (2001) *Biological and Conservation Database, with Online Help*. Arlington, Virginia, USA: The Nature Conservancy.
- van Swaay, C.A.M. and Warren, M.S. (2006) Prime butterfly areas in Europe: an initial selection of priority sites for conservation. *Journal of Insect Conservation* 10: 5-11.
- UN (1992) Convention on Biological Diversity. Available online: https://treaties.un.org/doc/Treaties/1992/06/19920605%2008-44%20PM/Ch_XXVII_08p.pdf.

Annex 1a. Citation of the KBA criteria

In order to promote the use of a standard format for citing the KBA criteria and sub-criteria, a hierarchical alphanumeric numbering system is used similar to that used for the IUCN Red List of Threatened Species (IUCN 2012a).

Criteria are indicated by the use of numbers (1-4), except for criteria C and E. Where more than one sub-criterion is met, these are indicated by the use of the lower-case alphabet characters (a-e), listed without any punctuation. The metrics used to observe or infer thresholds are indicated with roman numerals (i-vi). These are placed in parentheses (with no space between the preceding alphabet character and start of the parenthesis) and separated by the use of commas if more than one is listed. Where more than one criterion is met, they should be separated by semicolons.

The following are examples of such usage:

A1a(i,ii)b(i,ii,iii); B1(iii); D1a(i)

A1c(v); A2b

B1(i,v,vi); B2(i,v,vi); B3a(vi)b(v)

B3c(v); C(ii)

E

Annex 1b: Documentation for Key Biodiversity Areas

KBA identification requires a minimum set of supporting information. This information supports and justifies the identification of a site as a KBA and enables analyses of KBA data across taxonomic groups, ecosystem types and countries. It also helps users to search and find information easily on the website.

The Documentation Standards for Key Biodiversity Areas will be available for download on the KBA website (www.keybiodiversityareas.org) and include:

- Required supporting information for all KBAs
- Required supporting information under specific conditions
- Recommended supporting information

Note that the Documentation Standards for Key Biodiversity Areas will be updated on a regular basis. Users should check the KBA website for the most current version of this reference document.

Annex 1c. Summary of the KBA criteria and thresholds

| A. Threatened Biodiversity | <u>Biodiversity element at site</u> | <u>% global pop. size/extent</u> | <u>RU¹</u> |
|--|---|----------------------------------|-----------------------|
| A1: Threatened species | (a) CR or EN species | ≥0.5% | ≥5 |
| | (b) VU species | ≥1% | ≥10 |
| | (c) CR or EN species Threatened only due to population size reduction in the past or present | ≥0.1% | ≥5 |
| | (d) VU species Threatened only due to population size reduction in the past or present | ≥0.2% | ≥10 |
| | (e) CR or EN species | Entire global population size | |
| A2: Threatened ecosystem types | (a) CR or EN ecosystem type | ≥5% | |
| | (b) VU ecosystem type | ≥10% | |
| B. Geographically restricted biodiversity | <u>Biodiversity element at site</u> | <u>% global pop. size/extent</u> | <u>RU</u> |
| B1: Individually geographically restricted species | Any species | ≥10% | ≥10 |
| B2: Co-occurring geographically restricted species | Restricted-range species: ≥2 species OR 0.02% of total number of species in taxonomic group, whichever is larger | ≥1% | |
| B3: Geographically restricted assemblages | (a) ≥5 ecoregion-restricted species ² OR 10% of the species restricted to the ecoregion, whichever is larger | ≥0.5% | |
| | (b) ≥5 bioregion-restricted species ² OR 30% of the bioregion-restricted species known from the country, whichever is larger | | |
| | (c) Part of the globally most important 5% of occupied habitat of each of ≥5 species within a taxonomic group | | |
| B4: Geographically restricted ecosystem types | Any ecosystem type | ≥20% | |
| C. Ecological integrity | <u>Biodiversity element at site</u> | ≤2 sites per ecoregion | |
| | Wholly intact ecological communities | | |
| D. Biological processes | <u>Biodiversity element at site</u> | <u>% global pop. size</u> | |
| D1: Demographic aggregations | (a) Species aggregation during one or more key stages of its life cycle | ≥1% | |

| | | | |
|--|---|--|--|
| | (b) Among the largest 10 aggregations known for the species | | |
| D2: Ecological refugia | Species aggregations during periods of past, current or future environmental stress | ≥10% | |
| D3: Recruitment sources | Propagules, larvae or juveniles maintaining high proportion of global population size | ≥10% ³ | |
| E: Irreplaceability through quantitative analysis | <i>Biodiversity element at site</i> Site has high irreplaceability measured by quantitative spatial analysis | <i>Irrepl. score</i> ≥0.90 on 0–1 scale | <i>RU</i> ≥10 (or ≥5 for EN/C R sp) |

¹RU=reproductive units; ²within a taxonomic group; ³refers to global population size rather than immature individuals produced.

Annex 2

Process for operationalizing the KBA Programme

1. General principles

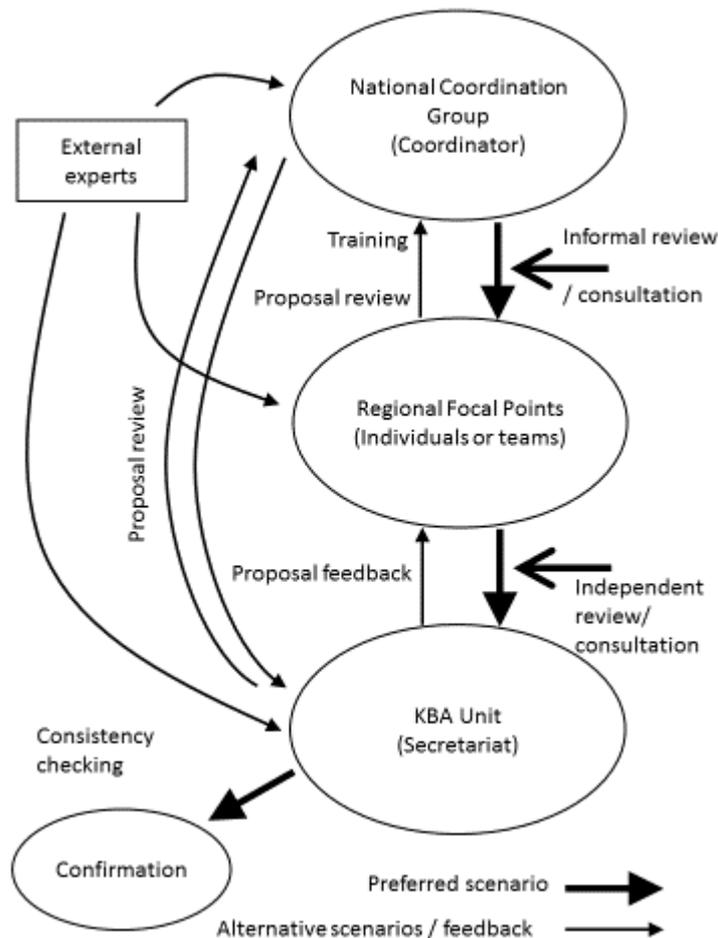
- The KBA identification, review and confirmation process should wherever possible be led by national (and other sub-global) conservation and scientific institutions in the most inclusive way possible
- Securing wide stakeholder engagement and buy-in at all stages of the KBA identification process is the ideal scenario
- Existing KBAs (IBAs, AZE sites, CEPF KBAs, etc.) should be taken fully into consideration in the identification and delineation of KBAs for additional biodiversity elements (as outlined in section V of the KBA Standard)
- There is a need for effective coordination through Regional Focal Points to support the KBA identification, validation and documentation process

2. Overview of KBA identification process

The ideal approach for identification of a KBA begins in a National (or subnational) Coordination Group and ends with its confirmation by the KBA Secretariat (see Figure). Regional Focal Points act as the intermediate step in this process, providing relevant assistance (training, documents, technical support), as needed. The composition of each of these groups is described below.

One role of the KBA Partnership is training in the implementation of the KBA Standard. The KBA Partners, in collaboration with the KBA Secretariat, will create training materials and develop tools to facilitate acquisition of knowledge and accreditation of implementers. One of the fundamental responsibilities of Regional Focal Points will be to provide training and build capacity on application of *A Global Standard for the Identification of Key Biodiversity Areas* among National Coordination Groups.

The primary qualification of experts in all stages of the KBA identification process is defined by their knowledge of *A Global Standard for the Identification of Key Biodiversity Areas*, in addition to their expertise in any taxonomic group or ecosystem type.



3. Main steps in the process to propose, review and confirm sites as KBAs

Step 1: Expression of Interest

In the preferred approach, each country establishes a National (or in some cases sub-national) KBA Coordination Group to initiate, coordinate and supervise the KBA identification process at the national level. National Coordination Groups should be inclusive, with representatives having expertise on as many taxonomic groups and ecosystems as possible. Having a National Coordination Group would also strengthen institutional buy-in for the KBA initiative, which is important in the later stages of promotion, communication and safeguard of KBAs. It is assumed that most of the identification and assessment work would be generated by the members of the National Coordination Group itself. Once they are ready to do so, they would inform the appropriate KBA Regional Focal Points through an Expression of Interest.

External experts/groups may also propose a site as a KBA. The preferred path would be to engage with a National Coordination Group, as in the ideal scenario above. In some cases, however, an external proposer may decide to bypass the National Coordination Group and go directly to the Regional Focal Points (e.g. if the National Coordination Group is judged to be dysfunctional). This must be clearly explained and justified. The Regional Focal Points and potentially the KBA Secretariat will engage with National Coordination Groups and Regional Focal Points, respectively, to encourage proposal reviews along the preferred consultation scenario. If external

proposers contact the KBA Secretariat directly, they will be directed to the National Coordination Group.

A variant of this approach is necessary when there is no National Coordination Group established. In such cases, the Proposer informs the Regional Focal Point with an Expression of Interest to propose one or more KBAs. If the Proposer contacts the KBA Secretariat directly, they are directed to the relevant Regional Focal Point. The Regional Focal Point informs the Proposer of the relevant national experts and organizations, including those that have already identified KBAs in the country, who should be consulted during the KBA proposal development phase. Regional Focal Point ensures that the Proposer checks whether the proposed site(s) overlap with any existing KBAs in the country and, if so, consults relevant experts and organizations. When the Proposer is a KBA Partner who wishes to use its own network of experts in-country, they should still follow the same procedure to ensure coordination with other relevant national experts and organizations.

Step 2: Proposal Development

During the proposal development phase, the Regional Focal Point provides relevant assistance (training, documents, technical support, etc) to the National Coordination Group or to the external Proposer, if needed. External Proposers should work closely with the National Coordination Group, in particular with the relevant experts throughout the proposal development process. In case the Proposer is an international organization which has its own network of experts in-country, these should ideally be embedded in the National Coordination Group. If for some reason this is not possible, then they should at a minimum inform and coordinate with the National Coordination Group during the KBA identification process. Once the KBA documentation is complete, the Proposer should send these to the Regional Focal Point, in liaison with the National Coordination Group. If there is no National Coordination Group, the KBA Proposer should consult the relevant national experts during the process of developing the full documentation of the KBA proposal (accepting that these may not have the capacity to review the proposal in full and comment on it).

Step 3: Independent Review

Regional Focal Point sends the documentation of a revised, extended or newly proposed KBA to external reviewers. These can include relevant national experts and organizations not represented on National Coordination Group, and international experts and organizations, including IUCN-SSC Red List Authorities, Specialist Groups, etc, including via open online forums. In a process to be defined and overseen by the KBA Committee, these independent experts should review the documentation and send their comments back to the Regional Focal Point. The Regional Focal Point in turn will inform the National Coordination Group or external Proposer about these comments and work with them (and with the reviewers, if necessary) to satisfactorily address all comments.

Step 4: KBA Nomination

Proposer submits revised data to KBA Secretariat as the official nomination of site(s) as KBAs. The KBA Regional Focal Point confirms that the nomination is complete (or resolves issues with proposer until nomination can be confirmed). KBA

Secretariat checks for consistency in application of *A Global Standard for the Identification of Key Biodiversity Areas* and completion of minimum documentation. Where appropriate, the KBA Committee can require an audit for the accuracy and appropriateness of information used.

Step 5: KBA Confirmation

Following the consistency checking process, the KBA Secretariat confirms the new KBA or changes to an existing KBA. Data on the KBA(s) are then officially published on the KBA.

4. Description of main stakeholders

External Proposer: Any person or group of people interested in the identification of a KBA, but not connected directly to the KBA Partnership or a National Coordination Group.

National (or subnational) Coordination Group: Although a National Coordination Group may include representatives from the KBA Partnership, its objective is to bring together local and national stakeholders and gather local scientific and other expertise relevant to implementation of the KBA Standard. The work of the National Coordination Group in identifying, documenting and delineating KBAs will be guided primarily by scientific considerations. Participants may include individuals from academia, civil society, private sector and governmental agencies. They will self-organize (i.e. bottom-up) and elect a Coordinator among their members. The Coordinator will be the liaison between a National Coordination Group and the Regional Focal Point, establishing a link with the KBA Partnership. The vision for National Coordination Groups is that all countries or subnational divisions will have established a core group with broad knowledge on biodiversity and the KBA Standard.

Regional Focal Point: Will typically be employed by the KBA Partnership, either by one of the KBA Partnership members or by the KBA Secretariat. Focal points may be individuals or teams. They should ideally have the following expertise:

- Familiarity with the biogeography and socio-political context for biodiversity conservation in a particular region
- Overview of the key relevant organizations and institutions at the national and regional levels
- Understanding of national and regional political sensitivities
- Knowledge of the KBA criteria and thresholds
- Experience in the application of the KBA criteria

The main tasks of the Regional Focal Point are to:

- Receive and register Expressions of Interest
- Support the Proposal development process (provision of relevant documents, advice, training, contacts of the National Coordination Group, independent experts or organizations)
- Consult relevant national and international organizations during the independent review process and provide feedback to the proposer
- Receive the KBA nomination and confirm that it is complete

- Forward KBA nomination to the KBA Secretariat for consistency checking.

National or international experts: They may be involved in the KBA development process or serve as independent external reviewers. The primary qualification of experts in all stages of the KBA designation process is defined by their knowledge of the KBA standard, in addition to their expertise in any taxonomic group or ecosystem type.

KBA Secretariat: Support the development of training materials and develops tools to facilitate acquisition of knowledge and accreditation of implementers. Another key role is checking the KBA documentation, the application of the KBA Standard and verification (consistency checking) of the KBAs. Anyone involved in the KBA identification process can request the KBA Secretariat to intervene and address ‘blockages’ in the system or to facilitate the resolution of issues with the implementation of this process.

Annex 3

Terms of Reference of the KBA Standards and Appeals Committee

1. Purpose

As a guiding principle, the KBA SAC seeks to ensure that the original intent of “*A Global Standard for the identification of Key Biodiversity Areas*” is not compromised.

2. Roles and Responsibilities

The KBA SAC is responsible for, among others, developing guidelines on the application of “*A Global Standard for the Identification of Key Biodiversity Areas*”, and for arbitrating over formal Appeals to the listing of particular sites as KBAs. The Chair of the KBA SAC will be appointed by the Chairs of the IUCN Species Survival Commission (SSC) and IUCN World Commission on Protected Areas (WCPA) at the request of the KBA Committee and may be requested to attend meetings of the KBA Committee as an observer. Members of the KBA SAC will be appointed by its Chair, guided by advice, where appropriate, from KBA Partners and the KBA Community, for example, on the types of expertise required for the KBA Committee. The KBA SAC will meet as often as required, within available resources.

The KBA SAC will fulfil the following functions:

- Advise on the interpretation of the KBA criteria and thresholds, key terms, delineation procedures, and other aspects of “*A Global Standard for the Identification of Key Biodiversity Areas*”;
- Develop and keep updated the “*Guidelines for Using A Global Standard for the Identification of Key Biodiversity Areas*”;
- Review and advise on training materials and approaches for using “*A Global Standard for the Identification of Key Biodiversity Areas*”;
- Periodically review KBA identifications made by National Coordination Groups, KBA Partners, and independent experts, and comment on specific identifications forwarded by the KBA Secretariat or Regional Focal Points;
- Respond to requests for scientific and technical advice and guidance from the National Coordination Groups, Regional Focal Points, KBA Partners, KBA Secretariat, KBA Committee, and any subsidiary bodies established by the KBA Committee; and
- Report to the KBA Committee, SSC Steering Committee and WCPA Steering Committee on progress against the above terms of reference.
- At the request of the KBA Committee, lead and coordinate the process of undertaking any revisions to the *Standard*, should these be required in the future.

Proposed changes to the “*Guidelines for Using A Global Standard for the Identification of Key Biodiversity Areas*” will be reviewed by the KBA Committee and any relevant subsidiary bodies that the KBA Committee may establish. Proposed changes to *A Global Standard for the Identification of Key Biodiversity Areas* will be subject to a consultation process established by the KBA Committee, and will be reviewed by the KBA Committee, prior to submission to IUCN Council for adoption.

In the event of any formal Appeals against any site being identified as a KBA, the KBA SAC will:

- Oversee the formal process for handling Appeals over the application of the KBA criteria, thresholds, and delineation procedures and the resulting identification of particular sites as KBAs, following a formal Appeal process to be developed and agreed jointly by the KBA Committee and the KBA SAC;
- Take final decisions on Appeals, ensuring that these are based on sound scientific evidence, seeking appropriate specialist advice when necessary;
- Present decisions and documentation to the Chairs of the KBA Committee, SSC and WCPA;
- Issue written decisions on Appeals to be forwarded to both parties, for publication on the KBA Website.

When making decisions on Appeals, the KBA SAC acts as the final judge, and does not refer the matter to either the KBA Committee, or the SSC Steering Committee, or the WCPA Steering Committee for a final decision. However, prior to publishing the result of a decision, the Chair of the KBA SAC will send a brief report to the SSC and WCPA Chairs and KBA Committee Chair confirming that the agreed process was followed to reach the decision, or outlining any deviations from the process that had to be made. The SSC and WCPA Steering Committees are responsible for ensuring that Appeals are handled professionally and impartially. In the event of the SSC and/or WCPA Steering Committees being concerned about the process followed during a particular Appeal, it will request the KBA SAC to review this process and make improvements. Under no circumstances should the KBA Committee or the SSC or WCPA Steering Committees involve themselves in the substance of any Appeals.

Annex 4

***The World Database of Key Biodiversity Areas*TM Terms and Conditions of Use (also referred to as “User Agreement”)**

The terms outlined below relate to the responsibility of individual KBA Partners, and any third-party users for the data contained within *The World Database of Key Biodiversity Areas*TM. This includes use of any data viewed in, or downloaded from, the KBA website or received by other means from the KBA Secretariat or Partners. This does not include a KBA Partner’s use of data over which they have intellectual property rights.

Use of these data including viewing them through the KBA Website constitutes your acceptance of these Terms and Conditions which take effect on the date from which you first use them.

1. General

This User Agreement sets forth the terms and conditions of a license to use *The World Database of Key Biodiversity Areas*TM as provided on the KBA Website (hereafter referred to as "The KBA Website"), and the data contained within it (“KBA Data”). For the purposes of this Agreement, KBA Data comprise all tabular, and all spatial and associated attribute, data contained within *The World Database of Key Biodiversity Areas*TM. By accessing and/or using The KBA Website, you have read, consent and agree to comply with all of the Terms and Conditions of this User Agreement. The rights and obligations concerning use of The KBA Website in accordance with this User Agreement are personal to you and are not transferable to any other person or entity. From time to time, these terms and conditions of use of The KBA Website may be modified. Accordingly, please continue to review the terms and conditions whenever accessing or using The KBA Website, since any use by you after any such changes, modifications, or additions shall be governed by this User Agreement.

2. Copyrights and ownership

The KBA Website, the KBA Data and the KBA Database contains data, material and/or other proprietary information provided by the KBA Partners and third parties, and which are protected by intellectual property laws and regulations worldwide. The rights to the KBA Website and KBA Database are owned by BirdLife International. The rights to the KBA Data generated by the BirdLife International Partnership are licensed to BirdLife International. Each KBA Partner and third party whose data, material or other proprietary information is included in the KBA Database and KBA Website have authorized BirdLife International to include them in the KBA Database and KBA Website and to make them available to the public within the framework of the KBA Partnership solely for the purposes of permitting use in accordance with these terms and conditions.

You agree to not alter or remove any copyright symbol or other identification concerning ownership or authorship of any of the materials contained on or otherwise made available to you in The KBA Website.

3. No commercial use

Neither (a) KBA Data nor (b) any Derivative Works (as further defined in clause 5) may be put to Commercial Use without the prior written permission of the KBA Secretariat, which grants permission on behalf of the owners of the relevant intellectual property rights. For the purposes of these Terms and Conditions, “Commercial Use” means a) any use by, on behalf of, or to inform or assist the activities of, a commercial entity (an entity that operates ‘for profit’) or b) use by any individual or non-profit entity for the purposes of revenue generation. If you wish to use the information obtained from The KBA Website for such commercial purposes, you must obtain written permission by contacting the KBA Secretariat directly using the contact details below in section [16](#). However, the KBA Partners warrant that you are free to view and query The KBA Website, and place no restrictions on the identity of named KBAs and the criteria under which they qualify.

4. No reposting and/or redistribution

Except as provided in this section 4, all forms of reposting, and any sub-licensing, reselling, or other forms of redistribution or communication to the public of the KBA Data in their original format, either whole or in part, alone or combined with other data, are strictly prohibited without the prior written permission of the KBA Secretariat. You may not repost, or redistribute to any third party, the KBA Data in whole, or in part, by any means, including (but not limited to) electronic formats such as internet postings, web downloads, through web services, through interactive web maps that grant users download access, KML files or through file transfer protocols, electronic mailing, faxing, archiving in a public data, redistributing via a computer network, digital storage, memory stick or other electronic media or device, except as may otherwise be expressly permitted by the KBA Secretariat in writing.

If you wish to provide a service through which KBA Data are otherwise made available for reposting or otherwise made available for redistribution, you must obtain written permission by contacting the KBA Secretariat directly using the contact details below in section [16](#).

You agree to direct all requests from third parties for access to the data you obtained from The KBA Website to the KBA Secretariat at the address stated in section [16](#).

Notwithstanding this clause, and subject to the requirements of third-party content providers, donors and licensors, KBA Partners agree to grant BirdLife permission to license KBA Data for commercial use on their behalf via the Integrated Biodiversity Assessment Tool (IBAT), with the understanding that income thus generated will be allocated transparently in accordance with Art VI.H.m.

5. Derivative works

For the purposes of these Terms and Conditions, a “Derivative work” is a new work that is based upon all, or part, of the KBA Data. To be considered a Derivative work, the new work must be transformative and include originality on the part of the creator, otherwise any reposting or redistribution will require express written permission by the KBA Secretariat as articulated under section 4.

Derivative works based on KBA Data may be distributed, including electronically or in print form, without prior written permission by the KBA Secretariat, provided that Derivative works are made available with a restriction on Commercial Use and that

appropriate acknowledgement and citation to source and creator (in accordance with clause 7) is included. By using the KBA Data for any Derivative work, you grant the KBA Partners the right to use/reuse any of your Derivative work based on KBA Data in accordance with the same Terms and Conditions of Use.

Use of KBA Data in the creation of Derivative works does not constitute endorsement by the KBA Partners of any derived products, reports or analyses. The KBA logo and those of the KBA Partners must not be used on any derived products, reports or analyses, or supporting materials, without express (written) permission of the KBA Secretariat, which will consult with the KBA Partners on the use of their individual logos.

6. Usage

Provided that any use is otherwise in accordance with the Terms and Conditions of this User Agreement, you are hereby granted a non-transferable license to use, download and print the materials contained in The KBA Website, without requesting prior permission, solely for conservation or education purposes, scientific analyses, and research. Either an electronic copy or two paper copies of all products, reports or analysis published using KBA Data must be sent, free of charge, to the KBA Secretariat using the contact details below in section [16](#).

7. Acknowledgements and citation

The recipient of the data will provide full acknowledgement and citation (which includes reference to the version of the KBA Data used) in any materials or publications derived in part or in whole from the data. You must ensure that the following citation is always clearly reproduced in any publication or analysis involving the KBA Data in any derived form or format:

BirdLife International ([year e.g. 2016]). *World Database of Key Biodiversity Areas*. Developed by the KBA Partnership. Available at www.keybiodiversityareas.org. [Accessed (please insert date of download dd/mm/yyyy)].

For any publications making significant use of the data, the KBA Partners welcome the opportunity for collaboration, and possible co-authorship, and to comment prior to publication. Expressions of interest can be sent directly to the KBA Secretariat using the contact details below in section [16](#).

8. KBA Data versions

Unless required to do so for specific analyses, you should not use any version of the KBA Data after it has been superseded by a subsequent version. It is your responsibility to check if a new version of the KBA Data is available.

9. Feedback and revised information

In order to keep the KBA Data up to date and accurate, KBA Partner organizations welcome feedback on the quality, reliability and accuracy of the data. Such contributions should be free of restrictions, and the KBA Partners commit to provide appropriate acknowledgement and credit for any such contributions. The objective is to improve the KBA Data for the benefit of the global conservation community. For information on providing data to KBA Partners for updating the KBA Data, please contact the KBA Secretariat directly using the contact details below in section [16](#).

10. Disclaimer on frontiers and national boundaries

The designation of geographical entities on The KBA Website do not imply the expression of, or represent, any opinion by the KBA Partners concerning the legal status of any country, territory or area, or concerning the delimitation of its frontiers or boundaries.

11. Disclaimer of Warranty; Limitations on Liability

NEITHER THE KBA PARTNERS OR THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT ACCESS TO AND USE OF THE KBA WEBSITE WILL BE FREE FROM INTERRUPTIONS OR FREE FROM ERRORS, NOR THAT ANY INFORMATION ACCESSIBLE FROM OR RELATED TO THE DATA IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS; NO WARRANTY IS MADE AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE KBA WEBSITE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE KBA WEBSITE.

THE KBA WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE KBA PARTNERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF, OR INABILITY TO USE, THE KBA WEBSITE EVEN IF THE KBA PARTNERS WERE PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY YOU OR ANY OTHER PERSON.

You further expressly acknowledge and agree that information, text, graphics, and hyperlinks provided to you through The KBA Website and located on other sites throughout the combined global electronic networks known as the Internet and the World Wide Web are provided solely as a resource and a convenience to you. Such hyperlinks to other sites are not an endorsement by the KBA Partners of those sites. The KBA Partners make no warranty, either express or implied, as to the accuracy, reliability, or content of such information, text, graphics, and hyperlinks. The KBA Partners have not tested any software located on other sites and it makes no representation as to the quality, safety, reliability or suitability of such software.

Under no circumstances shall the KBA Partners or their affiliates or licensors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from your use, non-use or reliance upon the KBA Data, or that result from mistakes, omissions, interruptions, deletions, errors, or defects in the Data, or delays in their operation, transmission or failure of performance.

12. Indemnification

You agree to defend, indemnify and hold the KBA Partners and their affiliates harmless from any and all damages, liabilities, costs and expenses, including

attorneys' fees, related to any violation of this Agreement by you or any authorized users of your account.

13. Termination

The KBA Partners may terminate this User Agreement at any time, effective immediately, with or without prior notice to the other party. Termination of this Agreement automatically terminates your license to use the KBA Data and any content or other material contained therein. The provisions of Section [3](#), [4](#), [5](#), [6](#), and [7](#) shall survive any termination of this User Agreement.

14. Governing Law; Disputes

This User Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by English law. Any dispute, controversy or claim arising from or connected with this User Agreement, including one regarding the existence, validity or termination of this User Agreement or the consequences of its nullity and any non contractual or other dispute (a “**Dispute**”) shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules in effect at the time the dispute arose. The seat of the arbitration shall be England, all hearings shall take place in England, and the language of the arbitration shall be English.

The parties waive any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

15. Miscellaneous

The provisions of this User Agreement shall inure to the benefit of the KBA Partners and their third-party content providers and licensors. No waiver by any party hereto of any of the provisions hereof or of any breach or other default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

16. Contact information

If you have any questions about any of these terms or how they may apply to your intended use of The KBA Website and the KBA Data, please contact the KBA Secretariat at:

science@birdlife.org

Annex 5

The Branding of Key Biodiversity Areas

In order for Key Biodiversity Areas to be widely accepted and effective, it is necessary to give them a specific identify or brand. This will be developed by a professional agency as soon as possible. The following text provides some background to inform the brand development.

1. Purpose of the Brand

Branding is the process of establishing the KBA Programme as unique. The purpose of establishing a KBA brand is considered to be:

- Creating a common currency for sites that contribute significantly to the global persistence of biodiversity
- Illustrating the fact that a broad coalition of environmental conservation organizations is behind the common currency
- Instilling pride and recognition in the identification and management of KBAs
- Promoting the fact that KBAs are identified through a rigorous scientific process
- Promoting the adoption of the concept of KBAs and the application of KBA information by target audiences

2. KBA branding considerations

It is understood by the KBA Partnership that there will be a single, primary KBA brand (encompassing a logo) meeting the purposes of the brand.

The KBA brand will also allow for various secondary branding to:

- Identify distinct subsets of KBAs (e.g., IBAs, AZEs, etc.)
- Identify all of the individual KBA Partners (for example, as in 2004-2008 Red List Consortium branding, or in the compilations of BirdLife Partnership logos). This would recognise and illustrate the broad coalition of institutions behind the KBA brand.

3. Branding individual sites as KBAs on the ground

For branding at individual sites, the following considerations apply:

- Organisations and institutions associated with particular KBAs are encouraged to use the KBA brand, which could include appropriate aspects of secondary branding identified above.
- Recognition, as appropriate, of the organizations that identified the site as a KBA will be encouraged.

4. Branding of Products Associated with KBAs

For branding of products associated with KBAs (website, reports, etc.) that are produced by the KBA Partnership or by individual Partners, the following consideration apply:

- All products would have the KBA brand.
- Joint products (such as the KBA Website, etc.) would have, in addition, the secondary branding of the KBA Partnership.

- When reference is made to the KBA Partnership, standardised language and branding (to be agreed by the KBA Committee) should be used.
- Products of individual KBA Partners would, where appropriate, reference the KBA Partnership, with agreed standardised language and branding.

5. Legal aspects of the KBA brand

To manage the KBA brand and to be able to prevent use that is not in accordance with the purposes of the brand, the KBA Secretariat shall be responsible for:

- (a) developing and implementing a programme to register the KBA brand as a trademark;
- (b) ensuring that the rights to the KBA brand are assigned from any external agencies involved in its creation or evolution;
- (c) preparing guidelines for the use of the KBA brand and pro forma licence agreements for use of the KBA brand in combination with secondary branding; and
- (d) taking appropriate action to stop use that is not in accordance with the use guidelines or the purpose of the KBA brand.

The rights to the KBA brand shall be owned jointly by Birdlife International and IUCN as hosts of the KBA Secretariat. Cost sharing to be agreed between the KBA Secretariat and the KBA Committee.

6. Application of the KBA brand to sub-global KBAs

The KBA Standard is built on existing efforts that identify areas of importance for biodiversity. In order to recognise past efforts, and in particular the fact that many Regional KBAs have critical ongoing policy relevance (e.g. in EU legislation and under the Ramsar Convention), information on Regional KBAs will be managed in the KBA Database (with an appropriate field to distinguish them from Global KBAs) and presented on the KBA Website. The KBA Website advanced/detailed search functionality (as opposed to the “quick search”) will include the option to select “Global and /or Regional KBAs”, and the scale of significance of the KBA will be an attribute presented on the KBA factsheets for both Global and Regional KBAs.

Existing Regional KBAs can use the KBA Brand, with a qualifier or modification indicating that they are of regional importance

If thresholds for application of Regional KBA criteria are needed in the future, guidelines will be developed later by the KBA Committee, building from existing practise for regional KBAs. Regional KBAs following these guidelines can use the KBA brand, with a qualifier or modification indicating that they are of regional importance.

KBAs that are identified to be of national importance but do not qualify as Regional or Global KBAs should not be allowed to use the KBA brand.

7. Mandatory references and citations

The brand guidelines shall include appropriate citation references for use of the KBA brand both with and without other secondary branding elements.

The KBA Standard will be cited as follows:

IUCN ([year e.g. 2016]). A Global Standard for the Identification of Key Biodiversity Areas. IUCN: Gland, Switzerland. Available at <http://www.iucn.org/kbastandard>.

The KBA Database, the KBA Data, and the KBA Website will, individually and collectively, be cited as follows:

BirdLife International ([year e.g. 2016]). The World Database of Key Biodiversity Areas. Developed by the KBA Partnership (list of members in order of contribution). Available at www.keybiodiversityareas.org.

Annex 6

Terms of Reference of the KBA Community

1. Purpose

The KBA Community is a body created to grant a voice and proper recognition to, and foster engagement with, individuals and organisations that are not KBA Partners but actively support the development and implementation of the KBA Programme at the national and local level through providing data, and/or conducting or participating in the process of identification of KBAs. This includes but is not restricted to National (or subnational) KBA Coordination Groups and external Proposers (see *Annex 2*). KBA Community members will have a voice in governance of the KBA Programme through the inclusion of KBA Community representatives on the KBA Committee.

2. Roles and Responsibilities

Members of the KBA Community will contribute to at least one of:

- fostering the gathering of data to support identification, delineation, documentation, and update of KBAs
- supporting the expansion of taxonomic, ecological, and geographic coverage of KBAs

In addition, all members of the KBA Community have the responsibility for:

- increasing the legitimacy of the KBA Programme
- fostering links between the KBA Programme and relevant local structures and initiatives (e.g., National Coordination Groups)
- supporting and facilitating capacity building for national and local stakeholders.
- sharing a commitment to the integrity of the KBA Programme
- contributing to the KBA vision by working collaboratively and proactively, according to capacity
- acting in accordance with *A Global Standard for the Identification of Key Biodiversity Areas*, procedures and processes for the identification of KBAs as defined by the KBA Committee, and branding guidelines.

3. Membership

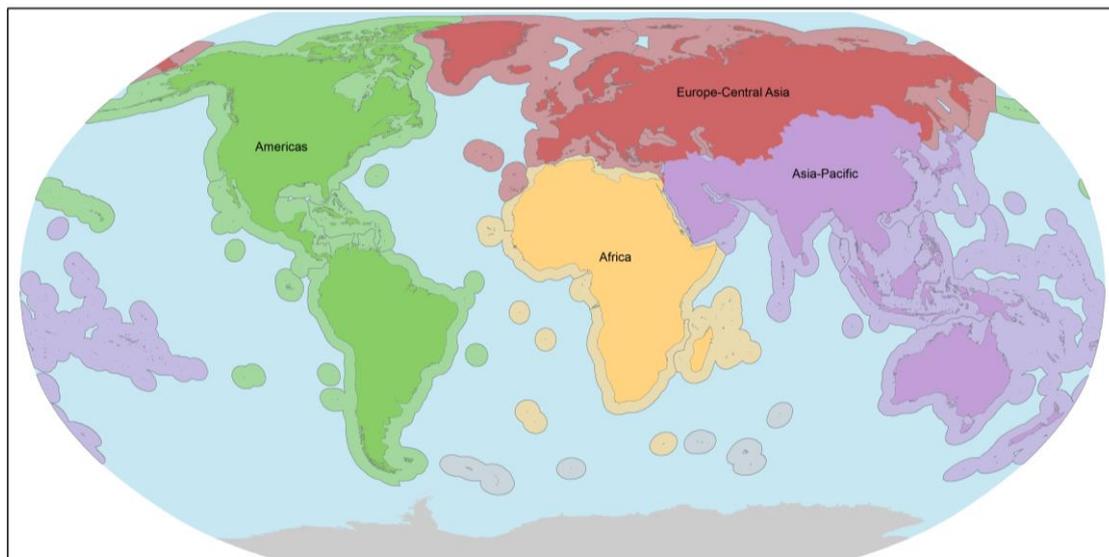
Membership is open to:

- individuals or institutions, especially those working at local and national level
- both non-governmental organisations and governmental agencies
- organisational alliances that are not legal entities themselves
- all members of National KBA Coordination Groups and external Proposers
- organisations that meet only one of the KBA partner criteria or that meet lower thresholds of involvement.

The KBA Community will build from and strengthen structures at regional, national and subnational levels. Major gaps in the KBA Community could be proactively identified and filled. The KBA Committee will provide suggestions for possible models for consideration.

For representation on the KBA Committee, the KBA Community is divided into four regions, following the IPBES regions:

- Americas
- Africa
- Europe and Central Asia
- Asia-Pacific.



Any KBA Community member can be elected as a Regional Representative, one of whom shall be elected as the Chair of the KBA Community.

Initially, the KBA Partnership will co-opt one interim Regional Representative from each of the four regions (with the expectation that at least some of these representatives will be from developing countries or countries with economies in transition) and one of these as an interim Chair of the KBA Community. The KBA Committee will then be responsible for developing a system for election of KBA Community Chair and Regional Representatives within two years.

4. Rights of KBA Community members

- All members can be elected as a Regional Representative for their respective regions (Americas, Africa, Europe and Central Asia, Asia-Pacific).
- Regional Representatives of the KBA Community have the right to be elected as Chair of the KBA Community.
- The Chair of the KBA Community shall participate in all KBA Committee meetings and hold one (1) voting position on behalf of the KBA Community.
- The remain three (3) Regional Representatives not elected as Chair of the KBA Community shall participate as non-voting members of the KBA Committee.

Annex 7

Role of the Chair of the KBA Committee

1. Role and responsibilities

In close collaboration with the KBA Secretariat, the Chair of the KBA Committee will:

- A. Prepare the agenda and oversee the preparation of documents for the meetings of the KBA Committee
- B. Convene the meetings
- C. Oversee the preparation of the minutes of the meetings
- D. Disseminate the minutes to the KBA Committee members and other KBA Partners
- E. Oversee the archiving of minutes and other documentation
- F. Liaise with the Chairs of any subsidiary bodies established by the KBA Committee
- G. Endeavour to seek consensus among the voting members of the KBA Committee

The KBA Committee Chair is an independent person not representing any of the KBA Partners; he/she will therefore not vote unless there is a tie, in which case her/his vote would be used to break the tie.

Annex 8

Terms of Reference of the KBA Consultative Forum

1. Purpose

The purpose of the KBA Consultative Forum is to provide input and feedback from a range of end-users (such as donors and conservation planning agencies that use KBAs to guide their investments and priority setting, financial institutions that incorporate KBAs into their safeguard criteria, private companies that incorporate KBA Data in their mitigation hierarchy analysis, etc.) on the use and application of KBA Data and KBA Website, as well as management decisions, marketing, funding, etc. of the KBA Programme. It will provide a formal working link between the KBA Committee and end-users.

2. Roles and Responsibilities

The primary role of the KBA Consultative Forum is

- a) to communicate needs and challenges in the use and application of KBA Data to the KBA Committee, and conversely
- b) to be informed by the KBA Committee about decisions regarding the implementation of the KBA Programme.

Other responsibilities include:

- To advise on potential sources of funding and opportunities;
- To encourage the application of KBA Data by a wide range of stakeholders;
- To support the dissemination of the KBA Programme outcomes to key audiences and potential users, offering advice on the development of communication plans;
- To provide strategic recommendations on the use and application of KBA Data and highlight emerging issues and trends relevant to stakeholders;
- To act as ambassadors of the KBA Programme

3. Operational mechanisms

- The KBA Committee will establish the KBA Consultative Forum (by requesting the KBA Secretariat to implement any decisions the KBA Committee takes).
- One or more KBA Committee members will act as liaisons to the KBA Consultative Forum. They will chair the KBA Consultative Forum meetings.
- The KBA Consultative Forum will be encouraged to meet once every two years, e.g. a one day session in the IUCN World Conservation Congress and one day session in the BirdLife World Conference.
- Ongoing engagement will be maintained through mailing list and webinars.
- A formal track for submitting written requests to KBA Committee (e.g. for clarification, recommendations, etc.) will be developed jointly with the KBA Committee.

- The KBA Committee has the responsibility to provide written responses to these requests in a timely manner.
- In addition, the KBA Committee may create subsidiary bodies as needed, such as a fundraising working group or subcommittee, which will interface with the KBA Consultative Forum.
- If required, sub-groups dedicated to a specific category of end-users may be created by the KBA Committee.

4. Membership

The membership of the KBA Consultative Forum will build from the existing typology of end-users (Dudley et al. 2014), including private sector and governmental agencies. This would include institutions for which KBAs are important but are not part of their core business and would operate on an inclusive basis.

The roles of KBA Consultative Forum members are unpaid and members will cover their own costs to participate to the KBA Consultative Forum meetings.

5. Review

The KBA Committee will review the relevance of the KBA Consultative Forum's work, terms of reference and representation, including the length of membership.

Annex 9

KBA Fundraising Protocol

1. Introduction

The principles below reflect the fact that the KBA Partnership will be more powerful when KBA Partners work together in a coordinated manner and the chance of fundraising success will be greater when multiple partners collaborate on the development of significant proposals that demonstrate the spirit of the KBA Partnership. Serious emphasis will be given to large-scale joint approaches to donors to support the KBA Programme. However, initiatives for fundraising by individual organizations are welcomed and should be encouraged.

2. Principles:

- All KBA Partners will be responsible for and will undertake fundraising for activities contributing to the achievement of the KBA Programme. .
- It is recognized that each KBA Partner will need to raise funds for its own costs in relation to its activities contributing to the KBA Programme.
- Where known, existing relationships that Partners might have with donors will be respected.
- Fundraising effort should be coordinated among KBA Partners as early as possible, with an expectation that KBA Partners will inform each other about fundraising proposals for activities within the scope of this Agreement that include activities which would substantially overlaps geographically or thematically with the work of other KBA Partners.
- Joint fundraising for activities in support of the KBA Programme will be encouraged especially for large proposals (\$200,000 and over) to multilateral and bilateral agencies as well as approaches to foundations, banks and private sector operators.
- A lead KBA Partner 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.
- All proposals will strive to include contributions towards these costs of the KBA Secretariat, KBA Database, and KBA Website. For funding proposals of \$50,000 and over (a threshold that may be modified in future by the KBA Committee), regardless of whether they are submitted by a single or multiple KBA Partners, all KBA Partners will commit to including KBA Secretariat, KBA Database, and KBA Website costs within their efforts to fundraise for KBA identification, documentation and promotion activities where appropriate and feasible, so that KBA Secretariat costs are shared fairly across the KBA Partnership. The KBA Committee will provide ongoing review of KBA funding proposals, their support for KBA Secretariat, KBA Database, and KBA Website costs and may develop specific guidance as needed.
- The KBA Partnership will develop, discuss and adopt a strategy outlining the potential collaborations it wishes to pursue; this will be reviewed annually.
- The KBA Partners will agree on common approaches to the development of materials presenting KBAs to ensure that a consistent approach to funders is taken.

- No KBA Partner shall use the name or logo of any other KBA Partner in any fundraising activity without the prior written consent of that KBA Partner.
- Each KBA Partner shall respect all applicable laws, rules, guidelines, codes of practice and other recognised standards for fundraising and data protection when conducting any fundraising activity.

In addition, the KBA Partnership will give priority to developing a fundraising strategy to be agreed by all its KBA Partners and updated annually. The strategy should include deliberation on how to increase the earnings from the data itself (i.e., data licensing). The strategy will also need to distinguish between fundraising for the KBA Programme and fundraising for the KBA Secretariat.

Annex 10

Glossary to the KBA Partnership Agreement

Appeals: The identification and delineation of a site as a KBA, as listed in *The World Database of Key Biodiversity Areas*, are open to challenge. Appeals may be made against particular listings. However, such appeals may only be made on the basis of the KBA Criteria and Thresholds and in reference to any supporting documentation accompanying the listing. It is not possible to change listings for political, emotional, economic, or other reasons.

Head: Head of the KBA Secretariat as defined in Art. V.E.

KBA or Key Biodiversity Area: Sites that contribute significantly to the global persistence of biodiversity. They are identified through a set of scientific globally-agreed criteria and thresholds. At the global level, they follow the *Global Standard for the Identification of Key Biodiversity Areas (Annex 1)*.

KBA brand: The KBA brand is to be developed in accordance with *Annex 5* to provide consistent branding aligned with the purposes of the KBA Partnership.

KBA Committee: The KBA Committee (set forth in Art. VI.A) is the governance body of the KBA Programme, charged with providing oversight of the implementation of strategic plans, priorities and work plans, making strategic decisions and taking actions to enhance the implementation of the KBA Programme.

KBA Committee Chair: has the meaning given to it in Art. VI.H.a.

KBA Community: The KBA Community consists of data providers, proposers, and validators. It could include local and national organisations conducting the identification work at the national level, such as members of National (or subnational) KBA Consultative Groups and external Proposers.

KBA Consultative Forum: The KBA Consultative Forum consists of a wide range of end-users of the KBA Data who provide input to the KBA Committee on the management decisions, marketing, funding, etc. of the KBA Programme.

KBA Data: all tabular data (including, inter alia, location, boundaries, habitats, threats, protected area coverage, trigger species and criteria triggered), and all spatial and associated attribute data provided by KBA Partners or by a third party within the framework of the KBA Partnership for inclusion into and contained within the KBA Database and made available to the public through the KBA Website, subject to the Terms and Conditions of Use set out in *Annex 4*.

KBA Database: The database containing and used for managing the KBA Data and making these data available through the KBA Website.

KBA Fundraising Protocol: agreed procedures for strengthening fundraising for the KBA Programme among the KBA Partnership.

KBA Partner: Each organization that fulfils the KBA Partner Criteria (see Art. IV.B), has been accepted by the existing KBA Partnership and has signed “The Key Biodiversity Areas Partnership Agreement”.

KBA Partnership: a collaboration of independent organizations (the KBA Partners) leading, coordinating or supporting a process to identify, document, update and/or monitor KBAs, to communicate, promote and position this information to enable the achievement of the KBA vision and providing support in cash or in kind to implement the KBA Programme, all in accordance with this Agreement.

KBA Programme: this consists of the current and future efforts to develop and maintain an up-to-date, fully documented list of sites identified against the KBA Standard, and to communicate, promote and position this information to enable achievement of the KBA vision. The KBA Programme is supported by the KBA Partners, as provided for in Art. VI.

KBA Secretariat: The KBA Secretariat is responsible for centralized coordination activities (including supporting the KBA Committee, the KBA Consultative Forum and the KBA Community; coordination of joint fundraising and communication activities); management of the KBA Data, development and management of the KBA Database and the KBA Website; coordination of Regional Focal Points; and coordination of the process to confirm sites as KBAs.

KBA SAC: The KBA Standards and Appeals Committee established under Art. VII., the terms of reference of which are set out in *Annex 3*. The KBA SAC seeks to ensure that the original intent of “*A Global Standard for the identification of Key Biodiversity Areas*” is not compromised. It will achieve this in particular through (a) developing and updating the “*Guidelines for Using A Global Standard for the Identification of Key Biodiversity Areas*” and (b) adjudicating on any formal Appeals against the identification or the delineation of a site as KBA. The Committee therefore has an important role in ensuring the quality and standard of *The World Database of Key Biodiversity Areas™*, supported by the KBA Secretariat and KBA Committee (in particular any subsidiary bodies the latter may appoint).

KBA Standard: *A Global Standard for the Identification of Key Biodiversity Areas* – document approved by IUCN Council consisting of the criteria, thresholds, delineation procedures, and definitions of terms for identifying sites as KBAs.

KBA Website: The platform on the World Wide Web through which the KBA Data are made electronically available, underpinned by the KBA Database.

National Coordination Group: A group that brings together local and national stakeholders, including potentially representatives from the KBA Partnership, and other relevant expertise in order to identify, document and delineate KBAs. participants may include individuals from academia, civil society, private sector and governmental agencies. Their work will be guided primarily by scientific considerations.

Proposer: any individual or institution making an Expression of Interest and developing a proposal to document a site as a KBA. “External” Proposers are those who do not belong to National Coordination Groups.

Redistribution: Distributing or transmitting KBA 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.

Regional Focal Point: An individual or small team that supports the KBA identification process in a particular region, typically employed by KBA partners. This includes receiving and registering Expressions of Interest by National Coordination Groups or other KBA proposers, supporting the entire Proposal development process (including provision of relevant documents, advice, training, etc.), coordinating the external review of KBAs, and forwarding reviewed nominations to the KBA Secretariat.

Reposting: Publishing the KBA 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 as a website or internet posting. If the data reposted are also made available for download, then the act of downloading falls under Redistribution.

***The World Database of Key Biodiversity AreasTM*:** This consists of the KBA Data, the KBA Database and the KBA Website.

Third-party rights: Any rights, including without limitation copyright and other intellectual property or proprietary rights, that any party other than the KBA Partners has or may have in the data comprising the KBA dataset.

Validation: The process by which the KBA Secretariat checks that the sites have been identified as KBAs correctly using the KBA Standard and ensures that all documentation requirements have been met before the KBA is published on the KBA Website.