

WAIVER TO THE TERMS AND CONDITIONS OF USE FOR DIGITAL BOUNDARY DATA FOR SITES OF IMPORTANCE FOR BIRDS

1. Purpose of the Agreement

1.1 The purpose of this Agreement is to specify data sharing arrangements between BirdLife International and the Grantee as BirdLife International transfers site data to the Grantee for use according to the conditions outlined in Annex 1. The data mostly relate to Important Bird and Biodiversity Areas (IBAs). For a small number of countries that have opted to progress their sites work through Key Biodiversity Areas (KBAs) and/or that have undertaken recent updates of KBAs but not IBAs, the data relate to KBAs that have been confirmed for at least one qualifying bird species. BirdLife International and the KBA partners have developed and own, or have the right to grant the use of, certain data for the purposes set forth in this Agreement. This Agreement serves as a permission waiver to restrictions contained in the site data Terms and Conditions of Use (Annex 2) and as a written record to this waiver.

2. Responsibilities of BirdLife International

2.1 Under the terms of this Agreement, BirdLife International hereby grants to the Grantee a non-exclusive, non-transferable, revocable licence to use site data for the purposes set out in Annex 1, according to the conditions set forth below.

3. Responsibilities of the Grantee

3.1 The Grantee will ensure that its interactions with BirdLife International are transparent, fair and equitable and will respect the Terms and Conditions of Use of the datasets used. It will also operate a 'take-down' policy, such that if the Grantee is notified in writing of a serious problem by BirdLife International, and the problem cannot be resolved within a reasonable time (after investigation of the problem, discussions between the parties and remedial actions) it will remove the relevant dataset from its systems within 15 days of receipt of written notification from BirdLife International.

3.2 It is understood and agreed that the Grantee shall have no rights to use, or permit the use of, the Data for any purpose other than the rights expressly granted under the terms of this Agreement. If subsequent or different use is required the Grantee must contact BirdLife International again for written approval subject to which this Agreement may be amended (in accordance with section 5 below).

3.3 The Grantee remains subject to the standard Terms and Conditions of Use of the IBA Site Data (except where any Conditions have been waived by this Agreement).

4. Intellectual Property, Attribution, Names, and Logos

4.1 The Grantee will respect BirdLife International's and other KBA Partners' intellectual property and at all times give due and appropriate acknowledgement and attribution, or follow such guidelines for acknowledgement and citation as may be provided by BirdLife International, such that the contribution of BirdLife International and other KBA Partners, and of the original data providers, is preserved.

4.2 Except as otherwise provided in unrelated agreement between the parties, the Grantee will not, without the prior express written consent from other Parties in each specific instance, use the name or any trade name or registered trademark or logo of BirdLife International or other KBA Partners in any advertising or communications to the public through any medium or in any format. It is understood and agreed that the Grantee shall cause its employees, representatives, subcontractors and any partner organization implicated by this Agreement to comply strictly with these requirements.

5. Term, Amendment and Termination

5.1 This Agreement shall become effective on the date of signature (the “Effective Date”), and shall remain in effect for one year (the “Expiration Date”). The Agreement may be extended either modified or unmodified in substance by BirdLife International subsequent to the Expiration date.

5.2 BirdLife International or the Grantee may terminate the Agreement at any time prior to the Expiration Date for convenience and without cause by providing at least fifteen (15) days written notice of termination.

5.3 Upon expiration or termination of this Agreement, the Grantee shall cease all use of the Data provided for under this Agreement.

5.4 Upon expiration or termination of the Agreement as provided for above, the Grantee shall return to BirdLife International any Data in its possession associated with this Agreement or destroy such Data or do a combination of both, as BirdLife International may notify the Grantee in writing. It is understood that the Grantee’s computer systems may be periodically backed up creating copies of all information resident in these systems, which may include part or all of the Data. To the extent that the Grantee’s computer back-up procedures create copies which do include Data, and notwithstanding the foregoing provision, the Grantee may retain such copies for the period it normally archives backed-up computer records, and the terms of the Agreement pertaining to the sale, trade, or disclosure and the confidentiality of the Data shall survive until the information on such back-up copy is destroyed.

5.5 BirdLife International may, by written agreement, amend this Agreement at any time by giving written notification of not less than 15 days to the Grantee. Any amendments will take effect within the agreed timeframe.

6. Organization of the Cooperation

6.1 In order to ensure that the activities and outputs provided for in this Agreement are performed and delivered in ways that are both effective and consistent with the Agreement, the Grantee agrees to nominate a representative to ensure efficient dialogue and cooperation on the terms of the Agreement.

6.2 BirdLife International shall have the right to request and obtain from the Grantee information pertaining to the Grantee’s use of the Data, including but not limited to information concerning the type, nature and/or volume of the use, and/or number of “hits” on any relevant internet domain or website; provided, however, that it shall (a) keep confidential such information and not disclose it to any third parties, and (b) cause its employees, representatives and subcontractors to comply fully with this confidentiality obligation.

6.3 BirdLife International and the wider KBA Partnership welcome the opportunity to partner with the Grantee on collaborative fund-raising efforts that may help improve and develop the site data further to the benefit of the conservation community at large.

7. Dispute Settlement

Any dispute arising out of or in connection with this Agreement shall be settled by amicable negotiation between BirdLife International and the Grantee. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules then prevailing.

8. Miscellaneous

8.1 It is understood and agreed that (a) BirdLife International provides and the Grantee accepts the Data “as is,” and BirdLife International makes no representation or warranty, express or implied, of any kind or description in respect thereto except as may be provided otherwise herein; and (b) any action the Grantee may take in reliance on the Data shall be solely at its own risk and responsibility and BirdLife International shall have no responsibility or liability whatsoever to the Grantee in respect thereto.

8.2 This Agreement contains the entire agreement between BirdLife International and the Grantee with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous written or oral agreement between the parties with respect thereto.

8.3 IN WITNESS WHEREOF, BirdLife International and the Grantee have caused this Agreement to be executed in two counterparts, each of which shall be deemed an original and both shall be considered one and the same instrument.

8.4 The determination that any provision of this Agreement is invalid shall cause that provision to be deemed severed from the remainder of this Agreement and shall not, to the extent reasonably possible, cause the remainder of this Agreement to be invalid or unenforceable.

9. Additional Liability Exclusion and Limitation

9.1. BirdLife International and the Grantee agree that neither shall have any right or claim against the other for any consequential, exemplary, or punitive damages, loss of profit or business interruption damages arising out of or in connection with this Agreement, regardless of whether the cause of action for such damages is alleged to arise in breach of contract, tort, under statute or any other theory of legal liability; provided, however, that the foregoing shall not in any way limit the liability of either party for damages caused by gross negligence or wilful misconduct.

9.2. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE INTERNET IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF BIRDLIFE INTERNATIONAL'S AND/OR THE GRANTEE'S NETWORK. ACCORDINGLY, EACH PARTY EXPRESSLY (a) DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER TO THE OTHER FOR ANY SUCH ACTIONS OF THIRD PARTIES, AND (b) ASSUMES ALL RISK OF USE IN PROVIDING AND/OR ACCESSING THE DATA PROVIDED HEREUNDER VIA THE INTERNET.

ANNEX 1

NON-COMMERCIAL USE ONLY

The Grantee is permitted to repost polygons for non-commercial use (defined in clause 4 and 7 of Annex 2) on the Central Asian Conservation Network's web platform named the "Central Asian Flyway Digital Hub" (on <http://cafnetwork.org/>) providing:

- The data are not made downloadable.
- The data are updated annually (or by mutual arrangement when significant changes are made to the Data, as defined by BirdLife International) using the latest version of the dataset, or the data are derived from an API once BirdLife International has developed and made this available.
- BirdLife International has the chance to view the presentation of data on the platform before they are made publicly available.
- The data are clearly attributed with the source given as "*BirdLife International [2025] Digital boundaries for sites of importance for birds (IBAs/KBAs): [September 2025 version]*". BirdLife International, Cambridge, UK. Available at <http://datazone.birdlife.org>."
- The data are clearly stipulated to be for Non-commercial use only. For Terms and Conditions of use, see <http://datazone.birdlife.org/info/dataterms>.
- The data are described, where appropriate, as "Digital boundaries for sites of importance for birds (IBAs/KBAs). For further details, see <https://www.birdlife.org/worldwide/programme-additional-info/important-bird-and-biodiversity-areas-ibas>."
- Any entity that wishes to download the site vector data will be directed to make a formal request to: <http://datazone.birdlife.org/site/requestgis>.

The Data may not be used for other purposes or reposted on any other applications developed by the Grantee without written permission from BirdLife International following a separate request being logged at (<https://datazone.birdlife.org/contact-us/request-our-data>).

ANNEX 2

Data Terms and Conditions of Use

(Available at <http://datazone.birdlife.org/info/dataterms>)

1. The data are supplied only for conservation purposes, scientific analysis or research.
2. For any publications making substantial use of the data, BirdLife International requests the opportunity for co-authorship, collaboration and to comment prior to publication. Expressions of interest should be sent to science@birdlife.org.
3. The recipient of the data will provide a full and appropriate acknowledgement and citation in any materials or publications derived in part or in whole from the data; relevant citation details will be provided with each dataset.
4. Reproduction of the dataset or products derived from it, either whole or in part, for commercial purposes is prohibited without prior written permission from BirdLife International. For the purposes of these Terms of Use, "commercial purposes" 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 non-profit entity for the purposes of revenue generation. If you require permission, please contact BirdLife via birdlife@birdlife.org or by writing to the Head of Information Management at the address below.
5. The recipient will only use the data provided for the purpose for which it was requested; if subsequent or different use is required, the recipient must contact the BirdLife Secretariat again for written approval.
6. The recipient will not pass the original datasets on to third parties and will direct all requests for use of the data back to the BirdLife Secretariat.
7. The recipient will not publish the data in their original format, either whole or in part, on a website, FTP site, CD, memory stick or any other media. The recipient should provide a link to the original data source location on the BirdLife International website, where appropriate.
8. The recipient may only pass on datasets derived from the data supplied by BirdLife International if these derived data are supplied with the same terms of use.
9. Use of these data does not constitute endorsement by BirdLife International of any derived products, reports or analyses. The BirdLife International logo must not be used on any derived products, reports or analyses, or supporting materials, without express permission.
10. BirdLife International reserves the right to comment on the accuracy of representation of the data in material produced by a recipient.
11. The data are provided with additional supporting metadata, describing how they were compiled, ownership, type and quality of data, and limitations. The recipient must read all supporting information prior to any analysis and agree to abide by any stipulations contained therein. Where appropriate, the BirdLife Secretariat can provide additional guidance on request to aid in the correct use and interpretation of the data. BirdLife International endeavours to maintain accurate and up-to-date data at all times, but can accept no responsibility for the consequences of errors or omissions in the data, for misuse of the data by any organisation or individual, or for any damage done to computing systems into which the data are entered (see Disclaimer below).
12. Either an electronic or two paper copies of all products published using data supplied by BirdLife International will be sent, free of charge, to the BirdLife Global Secretariat at:

BirdLife International, The David Attenborough Building, Pembroke Street, Cambridge, CB2 3QZ, UK or via email to science@birdlife.org

Disclaimer

BirdLife International make no warranties or representations, express or implied, regarding the use of the material appearing in this dataset with regard to their correctness, reliability, accuracy, or otherwise. The material and geographic designations in this dataset do not imply the expressions of any opinion whatsoever on the part of BirdLife International concerning the legal status of any country, territory or area, nor concerning the delimitation of its frontiers or boundaries. Neither BirdLife International nor its affiliated nor related entities nor its content providers shall be responsible or liable to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any information contained in the dataset. BirdLife International may update or make changes to the data provided at any time without notice; however, BirdLife International make no commitment to update the information contained therein.

Errors and omissions

BirdLife International endeavour to maintain accurate and up-to-date data at all times. However, if errors or omissions are identified, the user should notify BirdLife International so that they can be corrected in future releases of the data. Users can contact BirdLife International using the details below. Please mark all correspondence: "FAO Information Management Division".