

General Conditions for the Provision of WIPO Connect

The present General Conditions shall be applicable between the World Intellectual Property Organization (“WIPO”) and the Collective Management Organizations to whom WIPO deploys WIPO Connect (the “Beneficiary”).

These General Conditions set out the conditions under which WIPO Connect may be provided to the Beneficiary and shall subsequently operate in support of effective and efficient collective copyright and related rights management by the Beneficiary.

1. Prior Understanding. The implementation of the present General Conditions requires in particular: (i) the provision by WIPO to the Beneficiary of the WIPO Connect *Local* software and related support services (such as software upgrades, systems documentation and knowledge transfer); (ii) the provision by the Beneficiary to WIPO of documentation on rights owners and creations; and (iii) other data exchanges.

2. Usage Scope. WIPO Connect may be utilized to manage various Creation Classes. A creation class refers to a category or type of creations. Creations in each Class may be protected under copyright or related rights managed by a Collective Management Organization (CMO). Specifically, WIPO Connect may manage the Creation Classes that are listed in the Annex to these General Conditions. The Creation Classes for which the Beneficiary intends to use WIPO Connect must be agreed upon in writing between the Beneficiary and WIPO prior to any usage of WIPO Connect for the management of rights in those Creation Classes. Any modification of WIPO Connect’s usage scope is subject to WIPO’s written approval.

3. WIPO Connect *Local*

3.1 Definition. WIPO Connect *Local* is a web application used for day-to-day operations, either installed on a local server or hosted in a cloud environment provided by the Beneficiary. It allows (but is not limited to): (i) registration of rights holders; (ii) management of documentation and licensing agreements; (iii) identification and matching of works, sound recordings and performances which have been used; and (iv) distribution reports providing the amount of royalties to be distributed to rights holders based on usage, documentation and local parameters.

3.2. Assessment Phase. Upon acceptance of these General Conditions by the Beneficiary, WIPO shall conduct an initial assessment of the needs of the Beneficiary, including its resources and capabilities to conduct the project. To this end, the Beneficiary shall provide to WIPO: (i) bylaws, the documentation and distribution rules used by the Beneficiary to conduct its operations; (ii) information on its IT infrastructure; and (iii) sample data of rights owners and creations managed by the Beneficiary. Upon completion of the assessment phase, a written exchange between WIPO and the Beneficiary shall occur for WIPO to explain their

recommendations and requirements in order to proceed to the deployment phase. These requirements include but are not limited to: (i) the provision of a local server or a cloud environment by the Beneficiary; and (ii) a remote administrator access.

3.3. Deployment Phase. Subject to the recommendations of the exchange referred to in Article 3.2, WIPO shall initiate the deployment phase by providing the Beneficiary with technical assistance, such as: (i) remote deployment of the WIPO Connect *Local* software on the Beneficiary IT infrastructure; (ii) technical support, consisting of analysis and recommendations, for data migration from the Beneficiary's previous IT system to WIPO Connect *Local*; and (iii) business set-up and customization of WIPO Connect *Local* according to the Beneficiary's licensing, documentation and distribution rules.

3.4. Production Phase. Upon successful completion of the deployment phase, the use by the Beneficiary of the WIPO Connect *Local* software shall be subject to the present Conditions as well as the [Terms and Conditions for the use of WIPO-provided Software Solutions](#), both available on the WIPO website.

3.5. Support Services. As from the production phase, WIPO shall provide to the Beneficiary various support services consisting in particular of: (i) changes to or upgrades of WIPO Connect *Local*; (ii) provision of WIPO Connect documentation (in English), including any updates to such documentation; (iii) responses, on a best effort basis, to incidents or issues reported by the Beneficiary according to a defined procedure established by WIPO. WIPO shall not supply computer and networking equipment, Internet connectivity, or third-party proprietary software. The acquisition, installation, configuration, support and maintenance of such equipment and software are – and shall remain – the exclusive responsibility of the Beneficiary.

3.6. Responsibility of the Beneficiary. As from the production phase, the Beneficiary shall be responsible for: (i) the administration and day-to-day operations of WIPO Connect *Local*, including in particular, testing and installation of new releases, maintenance and upgrades of hardware, security configuration and management, backup, disaster recovery and business continuity planning, configuration and support of database management and related systems software; (ii) the maintaining of the system's configuration, including configuration of user interfaces, business rules, and other related elements; (iii) the validation of new versions of the software before implementation, and the maintaining of a separate technical environment for the validation of new software versions; (iv) any uses of WIPO Connect *Local* by the Beneficiary, and (v) the provision to WIPO of yearly reports on the usage of WIPO Connect *Local* and on the Beneficiary's related activities.

3.7. Exclusivity and Data Ownership. The Beneficiary shall use WIPO Connect *Local* as its master database, including for processing affiliated rights owners and creations registration and updates. Data submitted by the Beneficiary to WIPO Connect *Local* shall remain under the Beneficiary's exclusive ownership.

4. WIPO Connect *Shared*

4.1. Definition. WIPO Connect *Shared* is a central database hosted and managed by WIPO in its own cloud environment. It offers the following services (but not limited to): (i) documentation submission, lookup and synchronization between WIPO Connect *Local* and WIPO Connect *Shared*; (ii) data exchange between WIPO Connect Beneficiary CMOs; (iii) industry identifiers check and/or assignment; and (iv) data dissemination to and retrieval from industry database.

4.2. Data Exchange. The Beneficiary may use WIPO Connect *Shared* services to exchange data with other WIPO Connect beneficiaries, consistent with applicable business rules and

without prejudice to data exchanges with other parties. Data shall be exchanged in WIPO Connect *Shared* through the use of the WIPO Connect *Local* software.

4.3. Scope and Frequency of Data Exchange. The Beneficiary shall submit to WIPO Connect *Shared* the following information through the features included in WIPO Connect *Local*: (i) data related to the Beneficiary's affiliated rights owners which are available in WIPO Connect's "right owner summary" main tab; (ii) data related to the creations for which at least one original rights owner is an affiliate of the Beneficiary which are available in WIPO Connect's "work summary" main tab; and (iii) data related to local matching. The Beneficiary shall submit new and/or updated data, where applicable, at least on a monthly basis.

4.4. Data Access. Beneficiaries who wish to participate in WIPO Connect *Shared* will have access to all data shared by other beneficiaries only on the condition that they share their data. Beneficiaries of WIPO Connect *Shared* will only have access to data concerning the agreed scope of WIPO Connect *Local* (Article 2). The Beneficiary may only (i) retrieve or have any form of access to data shared by other beneficiaries; (ii) share data with other beneficiaries; and; (iii) benefit from any other central services by participating in WIPO Connect *Shared*.

4.5. Data Retrieval. Subject to Article 4.4 above, the Beneficiary may retrieve the following data from beneficiaries participating in from WIPO Connect *Shared* through the features included in WIPO Connect *Local*: (i) data related to affiliated rights owners; (ii) data related to the creations of affiliated right owners; (iii) data related to local matching; and (iv) any other data made available by WIPO. Any data retrieved from WIPO Connect *Shared* may only be used for the purposes and under the terms set out in these General Conditions. Any data retrieved from WIPO Connect *Shared* concerning assignment of rights or ownership shares are for the Beneficiary's internal use only and shall not be disclosed to third parties without the prior written agreement of WIPO and CMOs whose data the Beneficiary wishes to share with third parties.

4.6. Synchronization with industry databases. WIPO Connect *Shared* offers synchronization with external industry databases . In order to benefit from this synchronization, the Beneficiary is required to share all data required by the respective external industry databases.

4.7. Right to withdraw from WIPO Connect *Shared*. WIPO Connect *Shared* Beneficiaries may withdraw from WIPO Connect *Shared* at any time. To exercise this right, the Beneficiary must provide written notice to WIPO. Upon receipt of such notice, WIPO shall immediately suspend the Beneficiary's access to WIPO Connect *Shared*. The Beneficiary's data previously submitted to WIPO Connect *Shared* will be retrieved within a three-month period. The Beneficiary's withdrawal from WIPO Connect *Shared* shall not affect any rights and obligations that accrued prior to the effective date of withdrawal or termination. Additionally, the Beneficiary shall continue to be bound by applicable legal and contractual obligations regarding the use and protection of confidential information disclosed through WIPO Connect *Shared*.

5. Focal Point. For the implementation of these Conditions, the Beneficiary shall appoint a dedicated Team including: (i) an Executive who oversees the activities, assigns resources and takes decisions; and (ii) a Project Manager in charge of implementation and reports to their hierarchy. The names of the appointed Executive and Project Manager, and any changes thereof, shall be notified to WIPO without delay.

6. Knowledge Transfer. Throughout of the implementation of these General Conditions, WIPO shall transfer knowledge to the Beneficiary on a best effort basis. Knowledge transfer shall be in the form of training sessions at the Beneficiary's premises or in other locations and/or through remote support by email, telephone, video conference, etc.

7. Confidential information “Confidential Information” shall mean all confidential and proprietary information, data, systems, software, products and services that are disclosed to, obtained or received by either WIPO or the Beneficiary from each other in any form, including but not limited to oral, visual, written and electronic form. In the context of implementing these General Conditions, WIPO and the Beneficiary may have access to, or exchange, information, data, documentation and/or knowledge that is confidential.

7.1. Obligations of WIPO and Beneficiary. Neither WIPO nor the Beneficiary shall disclose Confidential Information to any third parties beyond those described in Article 7.2 without prior written authorization from the other party. In addition, neither WIPO nor the Beneficiary shall use Confidential Information for its own benefit, except in connection with its business relationship with the other party, or for the benefit of others, without prior written authorization from the other party. Both WIPO and the Beneficiary shall promptly notify the other in the event of any unauthorized use or disclosure of Confidential Information. Each party shall safeguard Confidential Information from unauthorized disclosure by using the same standard of care that it employs to protect its own Confidential Information, and in no event less than a reasonable standard of care.

7.2. Authorized disclosure. Both WIPO and the Beneficiary shall disclose Confidential Information to their employees only on a need-to-know basis provided that such employees are bound by confidentiality obligations sufficient to carry out the intent of these General Conditions. Likewise, both WIPO and the Beneficiary shall disclose Confidential Information to one or more of their subcontractors, only on a need-to-know basis provided that such subcontractors are bound by confidentiality obligations sufficient to carry out the intent of these General Conditions.

7.3. Return and destruction of confidential information. Upon the written request of either party, WIPO or the Beneficiary shall, as far as technically reasonably possible: (i) promptly return to the requesting party all Confidential Information, including all copies or other reproductions; and/or (ii) promptly destroy all Confidential Information.

8. Amendments. WIPO reserves the right to amend these General Conditions, including the Terms and Conditions for the use of WIPO-provided Software Solutions referred to in Article 3.4, at any time. The Beneficiary will be notified in writing at least 30 days before the amendment comes into force. If the Beneficiary does not agree with the amendment concerned, it shall have the right to terminate the implementation of these General Conditions by giving to WIPO a three-month written notice, notwithstanding Article 10.

9. Suspension. WIPO reserves the right to suspend its services: (i) in the event that, during the implementation of these General Conditions, the Beneficiary fails to provide the inputs or to comply with any other obligation specified in these General Conditions within a reasonable period of time; (ii) in the event of violation of Article 2, that is, if WIPO Connect is used by the Beneficiary for any other Creation Class than those agreed upon between WIPO and the Beneficiary; and (iii) or any cause constituting force majeure. For the purpose of this provision, force majeure means unforeseeable and unavoidable events beyond the control of WIPO and the Beneficiary, such as acts of war, invasion, revolution, insurrection, pandemic or other acts of a similar nature. Suspension under the present provision, and its possible resumption, shall be duly notified by WIPO to the Beneficiary.

10. Termination. The implementation of the present General Conditions may at any time be terminated: (i) either through mutual consent of WIPO and the Beneficiary, or (ii) by either WIPO or the Beneficiary giving to the other a six-month written notice. Upon termination, WIPO will discontinue supporting any software provided by WIPO to the Beneficiary, and maintenance of the software will become the sole and exclusive responsibility of the Beneficiary. WIPO will also withdraw the Beneficiary from WIPO Connect Shared as provided under Article 4.7.

11. Entire Agreement. These General Conditions constitute the entire agreement between WIPO and the Beneficiary regarding the provision of WIPO Connect. They terminate and supersede all previous agreements that may have been concluded between WIPO and the Beneficiary on this same matter.

12. Settlement of Disputes. Any dispute arising out of or relating to these General Conditions shall be resolved amicably through negotiation between WIPO and the Beneficiary.

13. Privileges and Immunities. Nothing in or relating to these General Conditions shall be deemed a waiver of any of the privileges and immunities accorded to WIPO as international organization and specialized agency of the United Nations.

[Annex follows]

ANNEX

– List of Creation Classes that may be managed by WIPO Connect –

Pursuant to Article 2 of the General Conditions, WIPO Connect may manage the following Creation Classes:

- Architectural work (AC): a work such as a building, including its related concepts, plans and models;
- Documentary audiovisual work (AD): an audio-visual work based on a documentary;
- Fiction audio-visual work (AF): an audio-visual work based on a fiction;
- Music Videos (AM): AV Music videos;
- Audio-visual work (AV): a work that consists of a series of related images which are intrinsically intended to be shown by the use of machines or devices such as projectors, viewers or electronic equipment, together with accompanying music, dialogue and/or sound effects, if any...;
- Choreographic work (CW): a work comprising of a combination of movements and/or gestures and/or postures and/or mime, with or without music;
- Dramatico-musical work (DM): a work composed of a combination of sounds with lyrics and/or text to be performed by instruments and the human voice to be performed in a dramatic context;
- Dramatic work (DW): a written or spoken work composed of a combination of words, containing connected actions and discourses of one or usually more persons, in a dramatic context;
- Information system (IS): a computer-based system with the defining characteristic that it provides information to users. Information systems include data processing applications, office automation applications, expert system application, databases;
- Literary fiction work (LF): a literary work, based on a fiction;
- Literary non-fiction work (LN): a literary work, not based on a fiction;
- Lyric Sheet (LS): a simple, clean document that clearly states all your important information and your lyrics so your song can be considered;
- Literary work (LW): a written or spoken work composed of a combination of words, not intended for a dramatic context;
- Multimedia work (MM): the combined use of digitalized information representing text, sound and still or video images or the media so used. The term can refer to any interactive system and any data storage medium;
- Musical work (MW): a work composed of a combination of sounds with or without lyrics to be performed by instruments and/or the human voice, not intended for a dramatic context;

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- Photographic work (PH): a still image produced on surfaces sensitive to light or other radiation;
 - Radiophonic work (RW);
 - Sheet Music (SM): a handwritten or printed form of musical notation that uses musical symbols to indicate the pitches, rhythms, or chords of a song or instrumental musical piece;
 - Sound Recording (SR);
 - Work of Art (WA): a graphic or visual artwork, including painting, sculpture, etc.