

CHARTER OF WIPO FOR CREATORS

Introduction

The objective of the Consortium is to raise awareness and increase knowledge of creators' intellectual property rights and related processes required for creators to be fairly acknowledged and compensated for their work, regardless of their geographical, cultural or economic conditions.

Considering that the number of creators is increasing every year and that the influx of new content is greater than ever, and as the creative content market has become increasingly data-driven, the importance of creators' awareness regarding data as a crucial asset to exercise their intellectual property rights has been heightened. Historically, however, the importance of data in the creative industries has not been deemed a priority. As a consequence, awareness and knowledge of the importance of data and the necessary steps each individual stakeholder has to take to effectively and efficiently exercise copyright and related rights is extremely low across the creative community. This is negatively impacting the fair compensation of creators for the use of their works and challenges opportunities for sustainable creative professions and industries around the world.

The Consortium will endeavor to fulfill its purposes by organizing conferences, seminars and other programs to raise awareness of creators' rights; producing and managing an online platform including educational videos to inspire, raise awareness and increase knowledge of creators' rights; support the development and/or the promotion of services and IT solutions regarding creators' rights (such as systems of identifier assignment and documentation of works, performances and recordings); cooperate on specific projects and initiatives aimed at achieving the purposes of the Consortium, including by supporting global and local initiatives to enable more individuals and collaborations around the world to make a living on their creations.

The Consortium's vision is that digital rights educational programs emphasizing the importance of linking creative endeavor and professional practices are fundamental for sustainable creative industries around the world.

Founded by the World Intellectual Property Organization and the Music Rights Awareness Foundation, the Consortium can be joined by other stakeholders from the private and public sectors who adhere to and wish to support its purposes.

I. Areas of cooperation

To achieve the purposes mentioned in the Introduction, the Consortium shall undertake activities in the following areas:

- (a) Organizing conferences, seminars and programs to raise awareness of creators' rights;
- (b) Producing and managing an online platform including educational videos to inspire, raise awareness and increase knowledge of creators' rights;
- (c) Supporting the development and/or the promotion of services and IT solutions regarding creators' rights (such as systems of identifier assignment, and documentation of works, performances and recordings);

- (d) Sharing of any relevant intellectual property information and documentation, subject to confidentiality requirements as appropriate;
- (e) Cooperating on specific projects and initiatives aimed at achieving the purposes of the Consortium, including by supporting global and local initiatives to enable more individuals and collaborations around the world to make a living on their creations.

II. Structure of the Consortium

A. Composition

The Consortium shall comprise:

- (a) the founding Members, namely, WIPO and the Music Rights Awareness Foundation;
- (b) Members, that shall be entities from all relevant public and private sectors wishing to participate in the management of, and activities led by, the Consortium and approved by the Governance Committee, pursuant to the procedure laid down in the present Charter;
- (c) Sponsors, that shall be any natural or legal person wishing to encourage and support the activities of the Consortium through financial or in-kind contributions approved by the Governance Committee, pursuant to the procedure laid down in the present Charter.

The Consortium is a cooperative, voluntary arrangement among entities collaborating towards a common objective, but each acting on its own. No legal structure with a distinct legal personality is hereby established.

B. Becoming Member of the Consortium

(a) Any legal entity wishing to participate in the management of, and activities led by, the Consortium, may request to become a Member. A request should be addressed in writing to the Secretariat with at least the following elements:

- The adherence to the objectives of the Consortium;
- The endorsement of the present Charter;
- The commitment to pay annual contributions, as determined by the Governance Committee on a yearly basis, and as published on the WIPO's website.

(b) The Secretariat shall promptly communicate the request to the Governance Committee for its decision. A written response shall be sent by the Secretariat to the requestor on behalf of the Governance Committee, specifying, where applicable, the effective date as from which the requestor shall become a Member.

(c) Any Member may withdraw from the Consortium by giving notice in writing to the Secretariat. Any withdrawals shall not lead to the termination of activities and/or financial commitments that may have started prior to the effective date of termination. Withdrawal of a Member shall not result in the reimbursement of the contributions (or any part thereof) paid, unless otherwise agreed between the Member concerned and the Governance Committee.

(d) In case a Member fundamentally breaches its obligations as provided for under lit. (a) above, the Governance Committee may decide to expel said Member from the Consortium. With respect to a Member of the Governance Committee, such decision may be taken by the founding Members only. Such decision shall not lead to the termination of activities and/or financial commitments that may have started prior to the effective date of termination and shall not result in the reimbursement of the contributions (or any part thereof) paid, unless otherwise agreed.

C. Becoming Sponsor of the Consortium

(a) Any natural person or legal entity wishing to encourage and support the activities of the Consortium through financial or in-kind contributions may request to become a Sponsor. A request should be addressed in writing to the Secretariat with at least the following elements:

- The adherence to the objectives of the Consortium;
- The endorsement of the present Charter;
- The amount and/or nature of the contribution proposed to be made.

(b) The Secretariat shall promptly communicate the request to the Governance Committee for its decision. A written response shall be sent by the Secretariat to the requestor on behalf of the Governance Committee, specifying, where applicable, the effective date as from which the requestor shall become a Sponsor.

III. **Governance of the Consortium**

The Consortium shall be composed of a Governance Committee and a Secretariat.

A. Governance Committee

(a) The Governance Committee shall supervise the overall preparation, implementation and evaluation of activities undertaken in the areas of cooperation referred to in Section I above, in accordance with its mandate specified in the present Charter.

(b) The Governance Committee shall be composed of five members, as follows:

- (i) The Director General of WIPO (or his designated alternate) who shall act as Chair;
- (ii) The President of the Music Rights Awareness Foundation (or his designated alternate) who shall act as Vice-Chair;
- (iii) Three Members of the Consortium, designated jointly by the founding Members.

(c) The Members of the Governance Committee shall not be remunerated for their work on the Committee.

(d) Until such time as all members of the Governance Committee have been nominated, the Governance Committee shall operate and be managed by the founding Members only.

(e) Members of the Governance Committee shall be appointed by the founding Members for a term of two years renewable without limitation. In case a Member of the Governance Committee withdraws or is expelled from the Consortium as provided under Section II.B.(c)

or (d), said Member's term will end and the founding Members may appoint a new Member of the Governance Committee for the remainder of that term.

(f) The Governance Committee shall meet at least once a year and shall define its own rules of procedure. The decisions and recommendations of the Governance Committee shall be adopted by consensus. The Chair may convene additional or extraordinary sessions, whenever necessary. The Committee may also hold teleconference calls as the need arises, which shall be deemed to constitute a session of the Committee.

(g) The Governance Committee shall determine on a case-by-case basis the activities to be undertaken by the Consortium, together with the specific terms and concrete conditions for implementing such activities. All activities decided to be undertaken by the Governance Committee shall be embedded in an annual Workplan.

(h) The Governance Committee may decide to establish Sub-committees, either on a permanent or ad hoc basis, to assist in the implementation of any project activities. Sub-Committees may comprise any Members or Sponsors designated by the Governance Committee.

(i) Depending on its needs, the Governance Committee may also invite observers in its sessions.

B. Secretariat

(a) The Consortium shall be assisted by a Secretariat located at WIPO headquarters that will be responsible for preparing the draft agenda, distributing the relevant documentation and drafting the report of the sessions. The work of the Secretariat will be carried out by existing WIPO staff members as assigned by the Director General of WIPO.

(b) WIPO shall ensure that the Secretariat has adequate office space, furniture, computers, office equipment and material, including maintenance and upkeep, as per WIPO's established procedures.

(c) All costs and expenses related to the functioning of the Secretariat shall be borne by WIPO through its regular budget as per its approved Program and Budget.

IV. Resources of the Consortium

A. The resources of the Consortium shall be composed of:

(a) The annual contribution required from each Member, as determined by the Governance Committee; with respect to the founding Members, such contribution shall be provided through in-kind support consisting of the Secretariat as per Section III.B above with respect of WIPO and promotional activities as well as specific expertise as regards the Music Rights Awareness Foundation;

(b) Any additional financial contribution that may be provided by each Member (including the founding Members) on a voluntary basis;

(c) Any financial and in-kind contributions from Sponsors.

B. The activities of the Consortium shall be financed through a Fund-in-Trust (hereinafter referred to as WIPO for Creators Fund-in-Trust) to be established and overseen by WIPO pursuant to Section V of this Charter.

C. Some activities of the Consortium may be financed through WIPO's regular budget, as per the Program and Budget approved by the WIPO's Member States. Such activities may be identified based on the annual Workplan agreed upon by the Governance Committee.

V. Administration of the WIPO for Creators Fund-in-Trust

A. The WIPO for Creators Fund-in-Trust ("WFC Fund-in-Trust") shall be administered by WIPO pursuant to its Financial Regulations and Rules, and shall be used exclusively to cover the costs of the implementation of activities specified in the annual Workplan agreed by the Governance Committee, as referred to in Section III.A.g) above. The WFC Fund-in-Trust may include funding of both personnel and non-personnel resources.

B. Any financial contribution paid to the WFC Fund-in-Trust shall be transferred to WIPO to the following bank account:

Bank's Name: UBS S.A. Genève
Account Number: 0240 FP102324.2
IBAN: CH94 0024 0240 FP10 2324 2
SWIFT: UBSWCHZH80A
Payment reference : WIPO for Creators Fund-in-Trust

C. Financial contributions paid in a currency other than Swiss Francs will be converted into Swiss Francs using the United Nations or a bank operational rate of exchange applicable upon the day of receipt.

D. WIPO will:

- (i) Maintain a separate account for the WFC Fund-in-Trust, showing all receipts and expenditures, copies of which would be provided to the Governance Committee upon request. Any interests accrued on the fund will be accounted for in accordance with the WIPO Financial Regulations and Rules and will be considered as part of the WFC Fund-in-Trust;
- (ii) Maintain financial records in connection with the WFC Fund-in-Trust, expressed in Swiss francs. Income and expenditures expressed in other currencies will be converted into Swiss francs at the United Nations or a bank operational rate of exchange on the date of such transactions. Any balance in the WFC Fund-in-Trust will also be expressed in the reports of account in Swiss francs;
- (iii) Provide a Fund in Trust Manager to organize and oversee the operation of the WFC Fund-in-Trust in joint cooperation with the Fund in Trust Manager provided by the Music Rights Awareness Foundation to ensure the effective planning, coordination and implementation of the annual Workplan;
- (iv) Provide an Implementation Report and Financial Report to the Governance Committee covering the utilization of the WFC Fund-in-Trust on a regular basis. These reports will also be published on the WIPO's website.

E. WIPO shall levy an administration and management charge, based on actual expenditure on all projects and activities financed by the WFC Fund-in-Trust. This will be equivalent to thirteen per cent (13%).

F. The financial transactions relating to the WFC Fund-in-Trust will be managed in accordance with WIPO's internal control framework based on the WIPO Financial Regulations and Rules, and subject to the external and internal audit procedures of WIPO.

G. The contributions to the WFC Fund-in-Trust are used in chronological order, based upon the date on which they are credited to WIPO. Therefore, the contribution will be used after earlier contributions have been exhausted and will be fully expended before subsequent contributions are used.

H. WIPO will provide the following financial reports to the Governance Committee and, upon request, to each Member and Sponsor:

- by April 30 each year, commencing from April 30, 2021, an Annual Financial Report covering the utilization of the WFC Fund-in-Trust during the period from January 1 to December 31 of the previous year; and
- by July 31 each year, commencing from July 31, 2021 an Interim Financial Report covering the utilization of the WFC Fund-in-Trust during the period from January 1 to June 30 of the current year.

I. WIPO will provide the following performance reports to the Governance Committee and, upon request, to each Member and Sponsor:

- by April 30 each year, commencing from April 30, 2021, an Annual Implementation Report, covering achievement of objectives under the WFC Fund-in-Trust during the period from January 1 to December 31 of the previous year; and
- by July 31 each year, commencing from July 31, 2021 an Interim Implementation Report covering the achievement of objectives under the WFC Fund-in-Trust during the period from January 1 to June 30 of the current year.

J. The WFC Fund-in-Trust will remain effective for as long as the Agreement establishing the Consortium is in force. On termination of the Agreement, amounts available in the WFC Fund-in-Trust will continue to be held by WIPO until all financial commitments entered into by the Consortium have been paid, including commitments for any activity which cannot be completed before the effective date of termination. Any amount remaining thereafter shall be totally or partially refunded and transferred to Members and Sponsors in proportion to their contributions and chronological order of receipt, according to the banking information to be provided to the Secretariat upon joining the Consortium.

VI. Amendments to the Charter

This Charter may be amended by mutual consent of the founding Members, expressed in writing. Amendments will be posted on the WIPO's website, specifying in particular the date of entry into force of the said amendment.

VII. Settlement of Disputes

A. Members, Sponsors and the founding Members shall use their best efforts to amicably settle any dispute arising out of the implementation or interpretation of this Charter.

B. Unless settled amicably, any dispute arising out of the implementation or interpretation of this Charter shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules. There shall be a sole arbitrator. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

C. Disputes arising out of the implementation or interpretation of this Charter shall be governed by and construed in accordance with the Charter's own terms, and any matter which is not expressly addressed in the Charter or which would require interpretation shall be resolved by reference to general principles of public international law.