

## TERMS AND CONDITIONS

### WIPO CURRENT ACCOUNT

*Upon request of customer, and in order to facilitate payments to WIPO, you may open a Current Account in Swiss Francs (CHF) to pay for WIPO services. A WIPO Current Account is designed for customers who **regularly** carry out (or plan to carry out) financial transactions with the Organization.*

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## Terms and Conditions – WIPO Current Account

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### 1 How to open of a Current Account – requirements to be met

A Current Account can only be opened once all required documentation and the initial deposit have been received. In order to open a Current Account, please:

- **use the Webform “Request to open a WIPO Current Account” and attach a copy of an official document** attesting the existence of the company/organization in its country of domicile (please see Annex I for the list of documents accepted). Documents must be submitted in English or French.

- **deposit** an initial amount of at least 2000 CHF with the reference: “To open a WIPO Current Account”. WIPO’s bank account details are shown in section 5 below.

### 2 Administration of the Current Account

2.1 The Current Account will be maintained in Swiss francs (CHF) only, at WIPO headquarters in Geneva, Switzerland. Except in specific cases, only one Current Account may be opened per customer.

2.2 No administration or management fees will be incurred in relation to the management for Current Accounts in good standing.

2.3 WIPO reserves the right to charge fees for expenses incurred should the account become overdrawn, or where the account holder becomes involved in litigation, or requires printing of statements and/or postal services.

2.4 WIPO Current Accounts do not earn interest.

2.5 Internet credentials (username & password) will be provided once the account is opened in order to consult the Current Account and to authorize payments online.

2.6 All transactions, reports and statements will be delivered and processed electronically. The holder is therefore required to maintain a valid email address for correspondence, important notifications and account statements.

### 3 Conditions of operation of the Current Account

3.1 The Current Account will be opened only after receipt of the initial deposit and of the documents required (see Section 1). Upon opening, the Current Account number will be communicated by e-mail. The Current Account number must be referenced in all future payments and requests for services.

3.2 A minimum balance of at least CHF 200.00 must be maintained at all times in the Current Account.

3.3 Debits will be reflected in the Current Account at the time the request is processed within WIPO.

3.4 Current Account holders will receive their monthly statement electronically. The Current Account balance and transactions can be viewed online using a secure login username and password, both of which will be provided at the time of opening the Current Account. Please see Annex II for a list of the codes used to denote each type of transaction.

3.5 The Current Account holder must inform WIPO of any error noted as soon as possible.

3.6 For funds deposited into the Current Account, WIPO will send an email receipt within 10 days of the processing date.

3.7 Dormant accounts with balances of less than CHF 200.00 in value and which have not been used for 2 years are subject to closing (see section 7.4 for refunds).

#### 4 Payments into the Current Account

4.1 Payment of the initial deposit and subsequent payments replenishing the Current Account should be made in Swiss francs. If payment is made in a currency other than Swiss francs, it will be accepted provided that the payment is made to WIPO's CHF bank or postal account and the currency in question is freely convertible into Swiss francs.

The amount of the payment will be converted into Swiss francs at the bank's exchange rate and credited to the Current Account. Any payment made into a bank account maintained by WIPO in a currency other than Swiss francs will be returned.

4.2 The Current Account holder must ensure that the Current Account is sufficiently funded, by means of single lump sum payments, on the basis of the level of activity forecast for the Account. The Current Account should not be replenished by multiple payments where each amount corresponds to an individual transaction debited to the account.

**4.3 All payments (except for the initial payment to open the Current Account) must state as purpose/reference of payment the Current Account NUMBER.  
Example Ref. CA 123456.**

4.4 Any payment received in Swiss Francs on behalf of a Current Account holder will automatically be credited to his/her Current Account provided that the Current Account number is duly indicated and that the payment is considered as replenishment of the Account. Invoices cannot be paid separately; all transactions must go through the Current Account.

4.5 Online WIPO services must be paid with the Current Account username and password provided at the time of opening the Current Account. A holder of a WIPO Current Account should not pay online with a credit card as this could lead to duplicate payments.

#### 5 Bank details for fund transfers to the Current Account

Payments are accepted:

(i) by transfer to WIPO CHF bank account:

Account name: WIPO / OMPI  
Credit Suisse, CH-1211 Geneva 70  
IBAN: CH51 0483 5048 7080 8100 0  
Swift: CRESCHZZ80A

(ii) by transfer to WIPO CHF postal account:

Account name: WIPO / OMPI  
SWISS POST/Postfinance, Engelhaldenstrasse 37, CH-3030 Bern  
IBAN: CH03 0900 0000 1200 5000 8  
Swift: POFICHBE

## 6 Services paid for by means of the Current Account

6.1 The Current Account may only be debited for payment of WIPO fees or costs. It can be used for payments related to trademark services, industrial designs, PCT applications, domain names disputes, participation in training seminars and for publications.

6.2 Services to be paid in currencies other than CHF will be converted at the UN exchange rates (see rates applicable on <http://www.un.org/Depts/treasury/>), unless a specific legal framework exists (PCT).

6.3 A Current Account will be debited based on an authorization given by the Current Account holder in writing or online, using the username and password. The written debit order must indicate the number of the Account which is to be debited; either directly in the form concerned (MM forms for trademark for example) or if sent by fax or email, in the documentation submitted.

6.4 The holder may authorize others (representatives, subsidiaries etc.) to use the Current Account. It is the responsibility of the Current Account holder to monitor these authorizations and any resulting transactions.

6.5 No transaction will be carried out that would cause the Current Account to become overdrawn.

6.6 An authorization to charge a fee to a Current Account will not be considered as payment of the fee unless sufficient funds are present in the Account to cover such fee.

## 7 Closure of the Current Account

7.1 The Current Account may be closed, at any time, upon written request by the holder or, if appropriate, by the successor in title of the holder.

7.2 The Current Account holder must ensure that all transactions are paid and completed before requesting the closing of the Account.

7.3 The credit balance will be refunded by bank transfer made out to the holder of the Account or his successor in title.

7.4 A refund form must be submitted (available online or upon request). The refund form must be filled in with complete bank details. The funds cannot be refunded to a bank account in a different name than that of the WIPO Current Account holder, except in specific cases (litigation).

7.5 Once the instructions have been received, WIPO will start the closing procedure which includes several steps:

- new debit instructions are blocked
- on-going transactions are reviewed, processed to their final stage and closed
- balance is then refunded

7.6 WIPO reserves the right to close, on its own initiative, any Current Account for which the terms and conditions set out in this document are not fulfilled, or which fails to comply with the above regulations. The same shall apply in cases of Current Accounts in which there has not been any transaction for more than two years or when the Current Account balance is below the minimum of CHF 200.00. Failure to respond to communications may lead to the write-off of the balance.

#### ANNEX I – LIST OF OFFICIAL DOCUMENTS ACCEPTED

- Company's registration certificate,
- Registration extract,
- Incorporation certificate,
- Extract of registry of registered associates/partners,
- Lawyers registry extract,
- VAT registration or,
- Copy of passport for individuals

#### ANNEX II - LIST OF TRANSACTION CODES