

CONFLICT RULES

of January 6, 2003
as amended on February 10, 2004, March 30, 2004
November 16, 2005, February 14, 2008 and September 30, 2008

CHAPTER ONE **GENERAL PROVISIONS**

ARTICLE 1 PURPOSE OF THE PRESENT RULES

The present rules govern the assistance that AGICOA gives to its rightsholders for the resolution of conflicts.

ARTICLE 2 DEFINITION OF CONFLICTS

A conflict in the sense of the present conflict rules arises whenever two or more rightsholders register a work with the same rights, i.e. rights for the same territory, the same period, the same language version, for the same TV channel and with an overlapping percentage of rights.

ARTICLE 3 ASSISTANCE OFFERED BY AGICOA IN RELATION TO CONFLICTS

- (1) AGICOA encourages conflicting rightsholders to resolve their conflicts amongst themselves.

For this purpose AGICOA's rightsholder have the possibility to extract detailed information about their works and rights in conflict from IRRIS web, the integrated information system of AGICOA accessible over the internet. Furthermore, AGICOA's rightsholders can get detailed information about their works and rights in conflict from their respective portfolio managers. They can notably define whether and if so in which intervals they want to be informed about their works and rights in conflict.

Particular rules exist for conflicting parties that take the initiative to resolve conflicts (see articles 13 and 14) and for so-called small and non-evolving conflicts (see article 15).

- (2) If the conflicting parties fail to resolve the conflict between themselves AGICOA's Legal and Business Department launches an AGICOA conflict resolution procedure for those works in conflict the retransmission of which has generated a substantial amount of royalties (see Chapters Four, Five and Six).

If the conflict continues after the first and second phase of the conflict resolution procedure, AGICOA's Legal and Business Department makes a recommendation to the conflicting parties on how to resolve the conflict (see Chapter Seven).

- (3) Should the conflict continue after AGICOA's recommendation the conflicting parties may opt to either go to court or to engage in external arbitration proceedings (see Chapter Eight, Court or Arbitration proceedings). If the conflicting parties fail to do so within certain deadlines, AGICOA's recommendation becomes final and the conflict shall be resolved accordingly.

ARTICLE 4 SCOPE OF THE CONFLICT RULES

The present conflict rules apply to all rightsholders having registered their works and rights with one of the partner companies of the AGICOA Alliance unless otherwise specified in the co-operation agreements.

ARTICLE 5 EXTERNAL COLLECTING SOCIETIES AND AGENTS

- (1) The present conflict rules do not apply if AGICOA claims royalties on behalf of its rightsholder(s) from an external collecting society unless otherwise agreed upon between AGICOA and the external collecting society.

External collecting society in the sense of the present rules is a collecting society that does not apply the distribution rules of the AGICOA Alliance.

- (2) However, if an external collecting society, acting on behalf of one of its rightsholders, claims royalties from AGICOA, the present rules apply.

The external collecting society shall communicate to AGICOA the identity and the address of its rightsholder together with the information upholding the claim according to Chapter Five Article 26 of these rules. All future communications shall be addressed to the external collecting society with a copy to its rightsholder.

If the external collecting society does not object in writing within thirty calendar days after having received AGICOA's communication to start a conflict resolution procedure, the external collecting society accepts that it represents its rightsholder in the conflict resolution procedure and that it is responsible for the respect of the present conflict rules, notably of their deadlines. The external collecting society shall hold AGICOA harmless against any claim made by its rightsholder against AGICOA in the context of the conflict resolution procedure.

The external collecting society remains responsible for conflicts arising from claims made on behalf of its rightsholder irrespective of the fact whether the rightsholder may have ceased its relationship with the external collecting society unless AGICOA has been duly informed of such change by a co-signed change of mandate form in which a new external collecting society, the initial

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rightsholder, the new rightsholder or any other third party agrees to take over the responsibility for the conflict.

- (3) If an agent acting on behalf of one of its clients claims royalties from AGICOA, the present rules apply.

Agent in the sense of the present rules means any person or legal entity making declarations at AGICOA that acts on behalf of its clients or member rightsholders.

The agent shall communicate to AGICOA the identity and the address of its rightsholder together with the information upholding the claim according to Chapter Five Article 26 of these rules. All future communication shall be addressed to the agent and a copy to its rightsholder.

If the agent does not object in writing within thirty calendar days after having received AGICOA's announcement to start a conflict resolution procedure, the agent accepts that it represents its rightsholder in the conflict resolution procedure and that it is responsible for the respect of the present conflict rules, notably the deadlines. The agent shall hold AGICOA harmless against any claim made by its rightsholder against AGICOA in the context of the conflict resolution procedure.

The agent remains responsible for conflicts arising from claims made on behalf of its rightsholder irrespective of the fact whether the rightsholder may have ceased its relationship with the agent unless AGICOA has been duly informed of such change by a co-signed change of mandate form in which a new agent, the initial rightsholder or a new rightsholder agrees to take over the responsibility for the conflict.

CHAPTER TWO **FINANCIAL IMPACTS OF CONFLICTS AND CONFLICT** **RESOLUTIONS**

ARTICLE 6 BLOCKING OF THE ROYALTIES

- (1) If the retransmission of a work with rights in conflict has generated royalties, AGICOA blocks the amount of royalties from being paid out to the rightsholders until the conflict is resolved.
- (2) The blocked amount does not generate any interest for the conflicting rightsholders.

ARTICLE 7 UNBLOCKING OF THE ROYALTIES

- (1) The amount allocated to the retransmission(s) of the work in conflict remains blocked until the conflict is resolved.

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- (2) The conflict can be resolved by the rightsholders themselves (Chapter Three of the present rules), notably through a settlement agreement without or outside AGICOA's conflict resolution procedure.
- (3) The conflict can also be resolved in the framework of AGICOA conflict resolution procedure according to Chapters Four, Five, Six and Seven of the present rules.

Within AGICOA's conflict resolution procedure, the conflict can be resolved notably by settlement agreement, withdrawal of the claim, non-reply, lack of timely answer, incomplete answer or by acceptance of AGICOA's recommendation.

If AGICOA's recommendation on how to resolve the conflict is rejected by the conflicting parties, the conflict is nevertheless deemed resolved if, within 60 calendar days after AGICOA's announcement of the rejection of its recommendation, the conflicting parties will have started neither legal nor arbitration proceedings under Chapter Eight, nor reached settlement of the conflict.

- (4) If the conflicting parties opt for arbitration proceedings, the conflict is deemed to be resolved after communication of the arbitrator's final and binding award to AGICOA. If, however, the conflicting parties opt for court proceedings, the conflict is deemed to be resolved after communication of the final binding court ruling to AGICOA.
- (5) Once the conflict is resolved, AGICOA updates the rights that have been in conflict. This releases the amount of royalties previously blocked by the conflict.

Depending on the resolution of the conflict, the blocked royalties may be distributed to one or several conflicting parties or become payable to AGICOA's general reserve. In case of payments to be made to the conflicting party(ies), AGICOA shall release the royalties no later than within the next distribution run for the territory broadcasting year with conflicting rights.

ARTICLE 8 RETURN OF UNDULY RECEIVED PAYMENTS

- (1) If a conflicting party had received royalties for a work in conflict from AGICOA which, according to the following resolution of the conflict, should not have been paid to it, the conflicting party is obliged to refund those royalties to AGICOA.
- (2) AGICOA is entitled to recover the amount paid to the rightsholder either by compensating AGICOA's claim with non-conflicting royalties due to the rightsholder or through making a separate recovery claim against the rightsholder.

ARTICLE 9 PAYMENT PRIOR TO CONFLICT AND LATE DECLARATIONS

- (1) A rightsholder who received royalties from AGICOA for a retransmitted work that was not in conflict at the moment of the payment has to refund these royalties to AGICOA if a second rightsholder declares the same rights in the same work afterwards and if this second rightsholder – according to the outcome of the

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resulting AGICOA conflict resolution procedure, arbitration or litigation – is entitled to claim the payment of these royalties from AGICOA.

- (2) However, the initial rightsholder who received royalties from AGICOA is entitled to keep the royalties if the conflict created by the second rightsholders is based on a late declaration. Whether a declaration is late is set out in AGICOA's Distribution Rules. The above provision applies to late declarations that are made after January 1, 2004 only.

ARTICLE 10 WAIVER AND WARRANTY IN CASE OF PAYMENT

- (1) Any party receiving royalties following the resolution of the conflict according to these conflict rules agrees - by accepting such payment - to hold AGICOA harmless from any claim related to this payment and notably from any claim made by the other conflicting party.
- (2) If following the resolution of the conflict the royalties previously blocked by the conflict are released, the conflicting party that receives payment can't hold AGICOA responsible for the way how the released royalties were calculated unless AGICOA has wilfully or grossly negligently infringed the present conflict rules or its distribution rules.
- (3) The conflicting party that does not receive payment following the resolution of the conflict can't hold AGICOA responsible for not having released the blocked royalties to it unless AGICOA has wilfully or grossly negligently infringed the present conflict rules.

CHAPTER THREE **RESOLUTION OF CONFLICTS PRIOR TO THE AGICOA CONFLICT RESOLUTION PROCEDURE**

ARTICLE 11 INFORMATION ABOUT THE EXISTENCE OF THE CONFLICT

AGICOA encourages conflicting rightsholders to resolve their conflicts amongst themselves.

For this purpose AGICOA's rightsholder have the possibility to extract detailed information about their works and rights in conflict from IRRIS web, the integrated information system of AGICOA accessible over the internet. Furthermore, AGICOA's rightsholders can get detailed information about their works and rights in conflict from their respective portfolio managers. They can notably define whether and if so in which intervals they want to be informed about their works and rights in conflict.

ARTICLE 12
RESOLUTION OF THE CONFLICT THROUGH SETTLEMENT OR WITHDRAWAL

Prior to the launching of a conflict resolution procedure in the sense of Chapter 4 of the present rules, the conflict can be resolved by settlement agreement between the conflicting parties or withdrawal of the conflicting rights.

ARTICLE 13
RESOLUTION OF THE CONFLICT DUE THE LACK OF REPLY FROM THE OTHER
CONFLICTING PARTY

- (1) A conflict shall also be considered resolved prior to the launching of a conflict resolution procedure in the sense of Chapter 4 if the following two conditions are met:

Firstly, the conflicting party provides its AGICOA Portfolio Manager with sufficient evidence according to which it tried without success to contact the other conflicting party in order to settle the conflict.

Secondly, after the failure of the rightsholder's initiative, AGICOA Portfolio Manager's efforts to contact the other rightsholder failed, too.

- (2) Sufficient evidence in the sense of the previous paragraph requires that the rightsholder submits to its AGICOA Portfolio Manager at least three registered mails or fax messages (with sender reports) that proposed to the other conflicting party to resolve the conflict. There must be at least one month between each of these three communications. For these communications, the address of the other conflicting party as indicated by AGICOA can be used.

To this evidence must be added a confirmation duly signed by the rightsholder that it could not reach the other rightsholder and/or that the other conflicting rightsholder did not reply.

In addition, after the failure of the rightsholder's initiative to contact the other conflicting rightsholder, AGICOA's Portfolio Manager must have set per fax or registered letter a deadline of one month to the other conflicting rightsholder to which the other rightsholder failed to respond.

ARTICLE 14
FAILURE OF THE PARTIES TO RESOLVE THE CONFLICT BETWEEN THEMSELVES
AND SWITCH TO AGICOA'S CONFLICT RESOLUTION PROCEDURE

- (1) If the conflicting parties have exchanged communications in order to resolve the conflict without reaching a resolution of the conflict, each of the conflicting parties can submit to AGICOA's Legal and Business Department a written request to start an AGICOA conflict resolution procedure according to Chapters Four, Five and Six of the present rules.

The above request can be sent either directly to AGICOA's Legal and Business Department or to the conflicting rightsholders' AGICOA Portfolio Manager(s) who transfer(s) the request to AGICOA's Legal and Business Department.

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- (2) The conflicting party shall add to its request the necessary written evidence in form of copies of the exchange of letters, e-mails, etc, between the conflicting parties, that did not lead to a resolution of the conflict.
- (3) AGICOA's Legal and Business Department remains free to reject the request to launch a conflict resolution procedure. It shall reject the request if the amount of blocked royalties is not substantial also it shall reject the request if the party failed to provide the above mentioned evidence proving that the conflicting rightsholders had tried to resolve the conflict between themselves.
- (4) If AGICOA's Legal and Business Department decides to launch a conflict resolution procedure according to Chapters Four, Five and Six, AGICOA sends to both parties a formal communication with the details of the conflict (rights in conflict, broadcasts, other parties, etc).
- (5) As the parties had already exchanged and maintained their positions on the conflict, the conflict resolution procedure shall skip its first phase and immediately start with the second phase (see Chapter Six). Article 31 and following apply.
- (6) After the conflict announcement the conflicting parties have 90 calendar days to either withdraw or maintain their claim. Each party that wishes to maintain the claim shall provide AGICOA within this deadline with the necessary grounds and full evidence supporting its claim. This includes any evidence like agreements, copyright certificates and other documents that are necessary to prove that the rightsholder is the initial producer of the audiovisual work or that the rightsholder has acquired the rights in conflict through a complete and uninterrupted chain of titles from the initial producer. Article 33 applies.

The grounds and evidence provided within this deadline constitute the basis for AGICOA's draft recommendation in the sense of article 39 of the present rules. No further substantive evidence shall be admitted for the draft recommendation.

ARTICLE 15 RESOLUTION OF SMALL AND NON-EVOLVING CONFLICTS

- (1) AGICOA is entitled to consider a conflict to be resolved without launching formal conflict resolution procedure if the blocked amount of royalties is lower than € 200.- and if there has been no broadcast of the work in conflict for at least five years.
- (2) AGICOA's Portfolio Managers shall inform in regular intervals the conflicting parties of the existence of these small and non-evolving conflicts. With this communication, AGICOA's Portfolio Managers shall set a deadline to the conflicting parties to resolve these small and non-evolving conflicts between themselves.
- (3) If the conflicting parties fail to resolve these small and non-evolving conflicts within the deadline, AGICOA's Portfolio Managers shall delete the respective conflicting rights.
- (4) The amounts blocked by these conflicts shall be transferred to AGICOA's general reserve.

CHAPTER FOUR
CONFLICT RESOLUTION PROCEDURE
GENERAL PROVISIONS

ARTICLE 16

GENERAL STRUCTURE OF THE CONFLICT RESOLUTION PROCEDURE

- (1) AGICOA's conflict resolution procedure is a special procedure offered by AGICOA's Legal and Business Department to assist parties in the resolution of their conflicts.
- (2) In phase one and two of the conflict resolution procedure, AGICOA's Legal and Business Department invites the conflicting parties to analyze the conflict and then to either withdraw their claims or to maintain and substantiate them (see Chapter Five, first phase of the conflict resolution procedure and Chapter Six, second phase of the conflict resolution procedure).
- (3) If, after these two phases, the conflicting parties continue to maintain their claims, AGICOA's Legal and Business Department makes a recommendation to the parties on how to resolve the conflict (see Chapter Seven, recommendation phase of the conflict resolution procedure)

ARTICLE 17

SPECIAL REQUIREMENTS FOR COMMUNICATIONS DURING
THE CONFLICT RESOLUTION PROCEDURE

- (1) As AGICOA's conflict resolution procedure is a formal procedure conducted by AGICOA's Legal and Business Department particular formal requirements for the communications between conflicting rightsholders and AGICOA's Legal and Business Department apply.
- (2) The conflicting rightsholders shall use the reply forms for the communication with AGICOA's Legal and Business Department.
- (3) The conflicting rightsholders shall communicate these forms and related documents either by registered letter with acknowledgement of receipt or via fax message.
- (4) The conflicting parties may also use e-mail communication but bear the risk of proof that AGICOA received their e-mails.
- (5) AGICOA's Legal and Business Department shall send its communications to the conflicting parties either by registered letter with acknowledgement of receipt or via fax message if the communication sets a deadline.

Should the volume of data to be communicated to the conflicting parties make a paper communication inappropriate, electronic mailing or electronic data carrier can be used by AGICOA. However, AGICOA shall inform the conflicting parties by registered letter with acknowledgement with receipt or by fax that it has used electronic mail or an electronic data support.

- (6) For communications to the conflicting rightsholders that do not set deadlines AGICOA is entitled to use electronic mail.
- (7) For neutrality reasons AGICOA's Legal and Business Department is free to refuse any oral communication with the conflicting rightsholders.

An oral communication is not sufficient to respect the deadlines in the course of the conflict resolution procedure.

ARTICLE 18
SPECIAL REQUIRMENTS FOR THE EVIDENCE TO BE PROVIDED
IN THE CONFLICT RESOLUTION PROCEDURE

Contracts, agreements and other documents bearing personal signatures and being used for evidence purposes shall be sent in the original, copied or scanned version.

AGICOA is free to refuse the submission of agreements or letters that do not bear the necessary signatures.

ARTICLE 19
ADMITTED LANGUAGES FOR THE CONFLICT RESOLUTION PROCEDURE

- (1) All communications have to be made in English or French.
- (2) If requested in writing by AGICOA, contracts, agreements and other documents in other languages being used for as evidence have to be accompanied by an authorised English or French translation.

If within 30 calendar days upon receipt of AGICOA's written request the conflicting party does not provide AGICOA with the translation the evidence will not be taken into account.

ARTICLE 20
DEADLINES IN THE CONFLICT RESOLUTION PROCEDURE

- (1) The time limits set forth in these conflict rules start on the day on which any notification or any communication is received or could have been received, either by the addressee himself or by his representative.
- (2) In the case of communication per registered letter with acknowledgement of receipt the date of receipt is the date marked on the receipt. In case of fax communication, the date of receipt is the date of sending the fax message as indicated on the sender's fax transmission report. The conflicting parties are urged to keep the acknowledgements of receipts and their fax transmission reports throughout the conflict resolution procedure.
- (3) A deadline set forth under these regulations expires independently of the fact that it expires on a holiday or on a non-working day in the country of domicile or of the place of incorporation of the addressee.

- (4) Holidays and non-working days are included in the calculation of the time limits.

ARTICLE 21
PROCEDURAL FLAWS IN THE CONFLICT RESOLUTION PROCEDURE
AND REMEDIES

- (1) If a party proves that it has not received a communication from AGICOA's Legal and Business Department that sets a deadline, the party will be treated as if it had not missed the deadline: AGICOA shall set a new reasonable deadline to this party to respond.
- (2) If AGICOA's Legal and Business Department sent its communication to a wrong postal address or – in case of fax transmission – to a wrong fax number, the communication is deemed to be inexistent. It does not generate any deadline.

However, the address or fax number is deemed to be valid if the communication, while arriving at the premises of the addressee, did not reach the competent person within the organization of the addressee.

- (3) If a conflicting party failed to respond within a deadline, AGICOA is free to accept a belated reply if the delay is insignificant. In case of a significantly belated reply AGICOA can accept it if the late rightsholder substantiates the reasons for the delay and if the opposing conflicting rightsholder agrees with the acceptance of the belated reply.

As a general rule, a reply is significantly belated if it is received more than 7 calendar days after the end of the relevant deadline.

ARTICLE 22
THIRD PARTY JOINING AN EXISTING CONFLICT
RESOLUTION PROCEDURE

- (1) If, after AGICOA's Legal and Business Department having started a conflict resolution procedure between conflicting parties, a third party validly declares rights that are in conflict with the initially conflicting rights, the third party shall join the existing conflict resolution procedure on the conditions set out below. The conditions depend on the status of the conflict resolution procedure between the initially conflicting parties at the moment of the joining of the third party.
- (2) If the third party's declaration of rights for a given country and retransmission year that already are in conflict between the initially conflicting parties is a late declaration according to AGICOA's Distribution Rules, it is not a valid declaration in the sense of the present rules. A third party that makes a late declaration cannot join the existing conflict resolution procedure.

This provision applies to late declarations made as of January 1, 2004 only.

- (3) If the valid third party's declaration of rights has been registered before the end of the 120 days deadline that starts to run after the initial conflict announcement (see article 24), AGICOA's Legal and Business Department shall restart the conflict resolution procedure from its very beginning.

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- (4) If the valid third party's declaration of rights has been registered after the above mentioned 120 days deadline but before a draft recommendation has been sent to the initially conflicting parties, AGICOA shall apply an accelerated conflict resolution procedure to allow the third party to join the existing conflict resolution procedure without starting it from the beginning.

For this purpose, AGICOA shall send to the third party a communication with all necessary details of the conflict (rights in conflict, broadcasts, parties, etc). The third party has 60 calendar days from the receipt of this communication to react to it. The reactions can be: lack of response or incomplete response, withdrawal of the claim, settlement agreement or upholding of the claim.

Articles 25-29 of the present conflict rules apply mutatis mutandis.

As the third party joins the conflict in its second phase the joining party has to provide AGICOA from the beginning with the full evidence of its entitlement. The requirements for substantiation and evidence from both the first and second phase apply to the joining party. For this purpose notably articles 26 and 33 apply mutatis mutandis except for the shorter deadline of 60 calendar days.

To the parties that were in conflict prior to the joining of the new party AGICOA shall send an updated conflict report that includes the new joining party. The initially conflicting parties have 60 calendar days from receipt of this communication to react to the announcement that a new party has joined the conflict resolution procedure. The reactions can be: lack of response, withdrawal of the claim, settlement agreement or upholding of the claim. The initially conflicting parties have to provide AGICOA within the above deadline with any (additional) substantiation and evidence of their claims that they judge necessary in light of the third party that joins the conflict.

- (5) If the valid third party's declaration of rights has been registered in the period between the sending the draft recommendation and the implementation of the final recommendation, AGICOA's Legal and Business Department shall revoke its (draft or final) recommendation and apply the accelerated conflict resolution procedure defined in article 22(4) in order to allow the third party to join the existing conflict resolution procedure without starting it from the beginning.
- (6) If the valid third party's declaration of rights has been registered after the implementation of the final recommendation, AGICOA's Legal and Business Department shall revoke its recommendation and apply the accelerated conflict resolution procedure defined in article 22(4) in order to allow the third party to join the existing conflict resolution procedure without starting it from the beginning.

AGICOA shall inform the parties of the initial conflict resolution procedure that, according to the outcome of the new shortened conflict resolution procedure, they may have to refund the royalties that they received following the implementation of the recommendation.

- (7) If the valid third party's declaration of rights has been registered after the initially conflicting parties have validly rejected AGICOA's final recommendation and therefore have started litigation, arbitration or settlement negotiations, AGICOA shall inform the initially conflicting parties about the third party's declaration.

The initially conflicting parties have 60 calendar days to inform AGICOA on how they have agreed to deal with the third party in the context of the arbitration or court proceeding.

If AGICOA does not receive within this deadline a commonly agreed proposal from the initially conflicting parties on how to fully include the third party in the arbitration, litigation or settlement negotiation, the third party shall not be included in the arbitration, litigation or settlement negotiations. In this case AGICOA shall not implement the final results of the arbitration, litigation or settlement negotiations but launch a new shortened conflict resolution procedure between the third party and those parties that got their claims confirmed by court, arbitration or settlement agreement. For this shortened conflict resolution procedure paragraph 4 of the present article applies mutatis mutandis. There is for all conflicting parties only one single phase prior to recommendation with immediate full substantiation within a reduced deadline of 60 calendar days.

ARTICLE 23

ADDITIONAL BROADCASTS WITH CONFLICTING RIGHTS AFTER THE LAUNCHING OF THE CONFLICT RESOLUTION PROCEDURE

- (1) If, in the course of the three phases of the conflict resolution procedure or the following litigation or arbitration proceedings, additional broadcasts of the work in conflict lead to an increase in the royalties frozen, AGICOA will not start separate conflict resolution procedures, but will inform the conflicting parties about the additional amounts involved.
- (2) If the additional broadcast(s) result(s) in the addition of new conflicting parties, article 22 of the present Conflict Rules applies.

CHAPTER FIVE

FIRST PHASE OF THE CONFLICT RESOLUTION PROCEDURE

ARTICLE 24

ANNOUNCEMENT OF THE CONFLICT TO THE CONFLICTING PARTIES

- (1) AGICOA's Legal and Business Department starts the first phase of the conflict resolution procedure by sending the conflict announcement to the conflicting parties.
- (2) The above conflict announcement shall contain appropriate information enabling the parties to analyse the conflict and their claim.

As a general rule the conflict announcement shall contain the following information: name(s) and address(es) of the conflicting party(ies), the work in conflict, the language version(s) and the country(ies) of retransmission with conflicting rights, the conflicting rights period(s), the percentage of the claimed rights, the broadcasts and the amount of frozen royalties.

- (3) By the conflict announcement AGICOA sets to the parties a deadline of 120 calendar days to react to AGICOA's announcement of the conflict. In case of a third party joining an existing conflict resolution procedure article 22 applies.

- (4) AGICOA may not be in a position to communicate to the other conflicting rightsholders the name and the address of the individual rightsholder being in conflict if this individual rightsholder is represented by an external collecting society, an agent or another entity that acts in AGICOA's conflict resolution procedure instead and in the place of the individual rightsholder.

If the external collecting society, agent or the other entity does not object in writing at the moment of the above conflict announcement the external collecting society, the agent or the other entity accepts that it is deemed to act instead of its rightsholder in the conflict resolution procedure and that it is also responsible for the respect of the present conflict resolution procedure and notably its deadlines. The external collecting society, agent or the other entity shall hold AGICOA harmless against any claim made by its rightsholder against AGICOA in the context of the conflict resolution procedure.

ARTICLE 25 REACTIONS TO THE ANNOUNCEMENT OF THE CONFLICT

- (1) The conflicting rightsholders shall react to the conflict announcement within the deadline of 120 days set in Article 24.
- (2) For their reaction to the conflict announcement, the conflicting rightsholders shall use the form attached to the announcement of the conflict.
- (3) Their reaction to the conflict announcement can be either the withdrawal of the rights, upholding of the claim or the conclusion of a settlement agreement with regard to the conflict.
- (4) The reaction to the conflict announcement has to specify whether the upholding, settlement or withdrawal of the claim is total or covers only a part of the conflict.
- (5) A lack of reaction or an incomplete reaction is deemed to be a withdrawal of the claim. Also a late reaction after the expiration of the deadline is deemed to be a withdrawal of the claim.

ARTICLE 26 UPHOLDING OF THE CLAIM

- (1) In case of upholding the claim the conflicting party has to substantiate its claim by describing the reasons why it believes to be entitled to receive the royalties in conflict from AGICOA:

If the party is the initial producer of the title in conflict, it has to indicate this in its reply and also has to give the necessary assurance that it has not transferred or licensed the rights in conflicts to the other conflicting parties.

If the party is not the initial producer of the title in conflict but a successor in title, it has to describe the full and uninterrupted chain of agreements from the initial producer to its own entitlement.

Should the conflict not be resolved after the first phase of the conflict resolution procedure, AGICOA shall communicate the above substantiation to the other

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conflicting parties at the beginning of the second phase of the conflict resolution procedure.

- (2) The conflicting party who upholds its claim in this first phase of the conflict resolution procedure is not obliged to support its claim with the relevant evidence like copyright certificates, agreements, letters and other documentation.

However, it is encouraged to do so, as the presentation of full evidence at this early stage of the conflict resolution procedure may induce the other conflicting parties to withdraw their claim.

If the conflicting party provides AGICOA with the relevant evidence in this first phase of the conflict resolution procedure, AGICOA will communicate these documents to the other conflicting parties at the beginning of the second phase of the conflict resolution procedure unless the party explicitly request non-disclosure of the evidence.

Should the conflict not be solved after the second phase AGICOA will base its recommendation on how to resolve the conflict on that evidence only that has been disclosed to the other conflicting parties. Therefore, parties are encouraged to produce and to disclose their evidence to the other conflicting parties already in the first phase. This increases the chances that the other conflicting parties withdraw their claims in light of the presented evidence.

- (3) If a conflicting individual rightsholder is represented by an external collecting society, an agent or another entity that acts instead of it in the context of the conflict resolution procedure, the external collecting society, agent or the other entity has to comply with the requirements specified above.

ARTICLE 27 WITHDRAWAL OF THE CLAIM

- (1) If the rightsholder has duly informed AGICOA of having totally or partly withdrawn its rights, it is deemed to have thus definitively waived its claim. AGICOA will update or delete its rights accordingly.
- (2) AGICOA will inform the other conflicting party(ies) of the total or partial withdrawal of the rightsholder's claim.

ARTICLE 28 SETTLEMENT OF THE CONFLICT

- (1) If the conflicting rightsholders have duly informed AGICOA that they have reached total or partial settlement (together with a copy of such settlement agreement duly signed by the conflicting parties), AGICOA shall update the rights accordingly and also distribute the amount of royalties according to the terms of the settlement agreement.
- (2) The rightsholders by informing AGICOA about the settlement waive all claims against AGICOA going beyond the settlement and jointly hold AGICOA harmless against any third party claim related to the specific rights for which the settlement had been reached.

ARTICLE 29
LACK OF RESPONSE OR AN INCOMPLETE RESPONSE

- (1) If AGICOA does not receive a written response in the first phase of the conflict resolution procedure within the deadline of 120 days set out in Article 24(3), the rightsholder is deemed to have withdrawn its claim. AGICOA will update or delete its rights accordingly.

The rightsholder waives all claims against AGICOA with regard to update or the deletion of the rights and the non-payment of the royalties blocked by the conflict.

- (2) The above paragraph applies mutatis mutandis in case of incomplete response.

The response is incomplete if it does not state whether the rightsholder either (a) withdraws the claim, (b) upholds the claim, or (c) has settled the conflict.

The response will also be deemed incomplete if it does not specify the partial withdrawal, settlement or upholding of the claim.

In the case of upholding the claim, the response is incomplete if it is not sufficiently substantiated. The requirements for substantiation are specified in article 26 of the present rules.

In the case of settlement, the response will be deemed incomplete if it does not include the original or copy of the settlement agreement signed by the conflicting parties.

- (3) In case of total lack of responses or in case of incomplete responses from all conflicting parties, AGICOA shall delete all their conflicting rights and distribute the royalties amongst other rightsholders either by adding the royalties to the distribution of the respective country and broadcasting year or by adding them to the next general reserve distribution.
- (4) If only one conflicting party upholds its claim while the other conflicting parties do not respond or do not respond properly, AGICOA will distribute the amount of royalties to the party upholding its claim.

ARTICLE 30
COMMUNICATION OF THE RESULTS OF THE FIRST PHASE OF
THE CONFLICT RESOLUTION PROCEDURE

Following the reactions that AGICOA has received from the conflicting parties following the conflict announcement AGICOA's Legal and Business Department shall inform the parties whether the conflict has been fully resolved or whether the conflict goes on.

Should more than one party fully or partly uphold their claims, AGICOA's Legal and Business Department shall start the second phase of the conflict resolution procedure (see Chapter Six).

CHAPTER SIX
SECOND PHASE OF THE CONFLICT RESOLUTION PROCEDURE

ARTICLE 31
COMMUNICATION OF THE ONGOING CONFLICT

- (1) In the communication to the conflicting rightsholders that the conflict continues after the first phase of the conflict resolution (see article 30), AGICOA's Legal and Business Department shall set a deadline of 90 calendar days to the conflicting parties for their further reactions.
- (2) Together with this communication, AGICOA's Legal and Business Department shall circulate amongst the conflicting parties the grounds for upholding their claims that the opposing parties had sent to AGICOA in the first phase of the conflict resolution procedure. AGICOA shall also circulate the evidence like letters and agreements provided by the parties in the first phase unless a party explicitly requested non-disclosure of the evidence.
- (3) Those rightsholders who in the first phase of the conflict resolution procedure have withdrawn their claims or are deemed to have withdrawn their claim shall not be party to the second phase of the conflict resolution procedure.

ARTICLE 32
REACTION TO THE COMMUNICATION OF THE ONGOING CONFLICT

- (1) The conflicting parties have to react to the communication of the ongoing conflict within the deadline of 90 days.
- (2) For their reaction the conflicting rightsholders shall use the form attached to the communication of the ongoing conflict.
- (3) The reaction can be either the upholding of the claim, the withdrawal of the rights, or the conclusion of a settlement agreement with regard to the conflict.
- (4) The reaction has to specify whether the upholding, withdrawal or settlement of the claim is total or covers only a part of the conflict.
- (5) A lack of reaction or an incomplete reaction is deemed to be a withdrawal of the claim. Also a late reaction after the expiration of the deadline is deemed to be a withdrawal of the claim.

ARTICLE 33
CONTINUOUS UPHOLDING OF THE CLAIM

- (1) In case of upholding its claim in the second phase of the conflict resolution procedure, the conflicting party has to further substantiate its claim by describing the reasons why it believes to be entitled to receive the royalties in conflict from AGICOA. It shall also comment on the substantiations and /or

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evidence provided by the other conflicting parties in the first phase of conflict resolution proceedings and shall describe the reasons why it believes that the position of the other conflicting parties is wrong.

Should the conflict not be resolved after the second phase of the conflict resolution procedure, AGICOA shall communicate the above substantiation to the other conflicting parties at the beginning of the third phase of the conflict resolution procedure.

- (2) The conflicting party who upholds its claim in this second phase of the conflict resolution procedure is obliged to support its claim with the relevant evidence like copyright certificates, agreements, letters and other documentation.

If the party is the initial producer of the title in conflict, it has to indicate this in its reply and also has to give the necessary assurance that it has not transferred or licensed the rights in conflict to the other conflicting parties.

- the
- If the conflicting rightsholder is not the initial producer of the title in conflict, the rightsholder has to provide evidence for the full and uninterrupted chain of titles from the initial producer to its own entitlement.

If the conflicting party provides AGICOA with the relevant evidence in this second phase of the conflict resolution procedure, AGICOA will communicate these documents to the other conflicting parties at the beginning of the third phase of the conflict resolution procedure unless the party explicitly request non-disclosure of the evidence.

The recommendation that AGICOA's Legal and Business Department shall issue in the third phase of the conflict resolution procedure shall be based on that evidence only that has been disclosed to the other parties.

- (3) If the rightsholder who wants to uphold its claims does not provide AGICOA with further substantiation and evidence according to paragraph (1) and (2), AGICOA is entitled to consider its response as incomplete (see article 32 (5)) or to accept its response as valid. In the latter case AGICOA's recommendation shall be based on the limited substantiation and evidence that the rightsholder provided AGICOA with in the first phase of the conflict resolution procedure.
- (4) If a conflicting individual rightsholder is represented by an external collecting society, an agent or another entity that acts instead of it in the context of the conflict resolution procedure, the external collecting society or the other entity has to comply with the requirements specified above.

ARTICLE 34 WITHDRAWAL OF THE CLAIM

- (1) If the rightsholder has duly informed AGICOA of having totally or partly withdrawn its rights within the 90 day deadline specified in Article 31(1), it is deemed to have thus definitively waived its claim. AGICOA will update or delete its rights accordingly.
- (2) AGICOA will inform the other conflicting party(ies) of the total or partial withdrawal of the rightsholder's claim.

ARTICLE 35
SETTLEMENT OF THE CONFLICT

- (1) If the conflicting rightsholders have duly informed AGICOA that they have reached total or partial settlement (together with a copy of such settlement agreement duly signed by the conflicting parties) within the 90 day deadline specified in Article 31(1), AGICOA shall update the rights accordingly and also distribute the amount of royalties according to the terms of the settlement agreement.
- (2) The rightsholders by informing AGICOA about the settlement waive all claims against AGICOA going beyond the settlement and jointly hold AGICOA harmless against any third party claim related to the specific rights for which the settlement had been reached.

ARTICLE 36
LACK OF RESPONSE OR AN INCOMPLETE RESPONSE

- (1) If AGICOA does not receive a written response in the second phase of the conflict resolution procedure within the deadline of 90 days set out in Article 31(1), the rightsholder is deemed to have withdrawn its claim. AGICOA will update or delete its rights accordingly.

The rightsholder waives all claims against AGICOA with regard to update or the deletion of the rights and the non-payment of the royalties blocked by the conflict.

- (2) The above paragraph applies mutatis mutandis in case of incomplete response.

The response is incomplete if it does not state whether the rightsholder either (a) withdraws the claim, (b) upholds the claim, or (c) has settled the conflict.

The response will also be deemed incomplete if it does not specify the partial withdrawal, settlement or upholding of the claim.

In the case of upholding the claim, AGICOA's Legal and Business Department is free to judge the response incomplete if it is not sufficiently substantiated and does not give sufficient evidence. The requirements for substantiation and evidence are specified in article 33 of the present rules.

In the case of settlement, the response will be deemed incomplete if it does not include the original or a copy the settlement agreement signed by the conflicting parties.

- (3) In case of total lack of responses or in case of incomplete responses from all conflicting parties, AGICOA shall delete all their conflicting rights and distribute the royalties amongst other rightsholders either by adding the royalties to the distribution of the respective country and broadcasting year or by adding them to the next general reserve distribution.
- (4) If only one conflicting party upholds its claim while the other conflicting parties do not respond or do not respond properly, AGICOA will distribute the amount of royalties to the party upholding its claim.

ARTICLE 37
COMMUNICATION OF THE RESULTS OF THE SECOND PHASE OF THE
CONFLICT RESOLUTION PROCEDURE

In light of the reactions (see articles 32 – 36) that AGICOA received from the conflicting parties in the course of the second phase of the conflict resolution procedure, AGICOA's Legal and Business Department shall inform the parties whether the conflict has been resolved. Should more than one party fully or partly uphold their claims, AGICOA's Legal and Business Department shall start the third phase of the conflict resolution procedure (Chapter Seven).

CHAPTER SEVEN
THIRD PHASE OF THE CONFLICT RESOLUTION
PROCEDURE: RECOMMENDATION

ARTICLE 38
RECOMMENDATION

- (1) If, at the end of the second phase of the conflict resolution procedure, more than one conflicting rightsholder is upholding its claim, AGICOA's Legal and Business Department shall make a recommendation to the parties on how to resolve the conflict.
- (2) Subject to articles 33 (3)(5) and 40, AGICOA's recommendation shall be based on the information and evidence given by the conflicting parties during the first and second phases of the conflict resolution procedure. No additional information and evidence will be accepted by AGICOA, and all information in proof delivered after the terms of the relevant and applicable deadlines will be rejected.

AGICOA's Legal and Business Department is not obliged to do further research and enquiries if the entitlement of the conflicting parties can not clearly be derived from the information and evidence that the conflicting parties have provided AGICOA within the first and second phases of the conflict resolution procedure. AGICOA's Legal and Business Department is free to use publicly available information that has not been given by the conflicting parties, while it is not obliged to use these sources.

- (3) AGICOA's Legal and Business Department shall analyse in the context of the recommendation if and to which extent the conflict was fully or partly generated by late declarations. Whether a declaration is considered to be a late declaration is set out in AGICOA's Distributions Rules and similar rules in place prior to the entry of force of AGICOA's Distribution Rules.

The present paragraph applies to late declarations made as of January 2004 only.

- (4) AGICOA shall make its recommendation to parties on how to resolve the conflict to its best knowledge.

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The conflicting parties cannot hold AGICOA legally and financially liable for its recommendation unless in case of wilful or seriously negligent infringement of substantive law or the present conflict rules. The conflicting parties notably waive any claim against AGICOA with regard to the content of its recommendation unless in case of wilful or seriously negligent infringement of substantive law or the present conflict rules.

ARTICLE 39 DRAFT RECOMMENDATION

- (1) AGICOA's Legal and Business Department shall send a draft recommendation to the conflicting parties.

As a general rule, the draft recommendation shall be sent within 90 calendar days after information about the end of the second phase of the conflict resolution procedure as mentioned in Article 37.

- (2) The conflicting parties have 30 calendar days after receipt of AGICOA's draft recommendation to either reject or accept AGICOA's draft recommendation.
- (3) For the rejection or acceptance of the draft recommendation the parties have to use for the form proposed by AGICOA.
- (4) No reply within this deadline or an incomplete reply is considered to be an acceptance of the draft recommendation.
- (5) If all conflicting parties accept the draft recommendation, it becomes final. AGICOA shall inform the parties accordingly.

ARTICLE 40 REJECTION OF THE DRAFT RECOMMENDATION

- (1) The rejection of the draft recommendation is valid only if the rejection is motivated.
- (2) The rejection of the draft recommendation which does not detail the reasons why the draft recommendation was rejected, is incomplete. The incomplete rejection is considered to be an acceptance of the draft recommendation.
- (3) The rejection of the draft recommendation may be accompanied by new evidence.

This new evidence will be accepted by AGICOA only if the party validly substantiates why it had not submitted this evidence during the first and second phase of the conflict resolution procedure.

- (4) AGICOA shall communicate the grounds of the rejection and new evidence to the other conflicting party.

A party is not allowed to request that its grounds for the rejection of the draft recommendation and/ or new evidence should not be communicated to the other parties. If it nevertheless makes this request, its rejection of the draft recommendation is not valid and deemed to be an acceptance.

- (5) Should at least one of the conflicting parties validly reject the draft recommendation, AGICOA's Legal and Business Department shall inform the other conflicting party(ies) about the rejection. It shall also communicate the grounds for the rejection and the new evidence provided by the rejecting party to the other conflicting party.
- (6) In the communication according to the previous paragraph, AGICOA's Legal and Business Department shall set a second deadline of 30 calendar days to the other conflicting party to send their final comments on the draft recommendation in light of the grounds of the rejection and the new evidence.

The other conflicting party may also submit new evidence. However, validly unless this new evidence is directly related to the new grounds and evidence submitted by the rejecting party, AGICOA will accept this new evidence only if the other conflicting party validly substantiates why it has not submitted this evidence during the first and second phase of the conflict resolution procedure.

- (7) If AGICOA's Legal and Business Department deems it appropriate it can also freeze the conflict resolution procedure at any moment after the rejection of the draft recommendation and set an additional appropriate deadline to the parties to give them more time to find an amicable solution of the conflict. If this deadline expires without the parties having agreed upon a settlement agreement, AGICOA shall continue the conflict resolution procedure.

ARTICLE 41 FINAL RECOMMENDATION

- (1) After the end of the second deadline of 30 calendar days set according to article 40(6), AGICOA's Legal and Business Department shall analyse whether to maintain, to complete or to change its draft recommendation.
- (2) The confirmed draft recommendation or the revised recommendation is the final recommendation.
- (3) The final recommendation (confirmation of the draft recommendation or the revised recommendation) shall be sent to the conflicting parties.

ARTICLE 42 REACTION TO THE FINAL RECOMMENDATION

- (1) After receipt of AGICOA's final recommendation for resolution of the conflict, the parties shall have 90 calendar days after receipt to react to it.
- (2) The parties shall use the form proposed by AGICOA in order to communicate their reaction to the final recommendation.
- (3) The reaction to the final recommendation shall be either the acceptance or the rejection of AGICOA's recommendation. The parties can also advise AGICOA of the settlement of the conflict if they reached a settlement independently of AGICOA's recommendation, together with a copy of such settlement agreement signed by both parties.

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- (4) Subject to article 43, the lack of reaction or an incomplete reaction is deemed to be an acceptance of the final recommendation.

ARTICLE 43 LACK OF RESPONSE OR INCOMPLETE RESPONSE

- (1) If AGICOA receives no response from a conflicting party, the party failing to respond to the recommendation pursuant to these rules will be deemed to have accepted the final recommendation. In this case, AGICOA will update the rights of the party accordingly.
- (2) The same applies in case of an incomplete response.

A response is incomplete if it does not contain one of the following: (a) acceptance of the recommendation, (b) rejection of the recommendation, or (c) settlement of the conflict.

A response will also be deemed incomplete if it does not specify the contents of a partial acceptance, rejection or settlement.

In the case of settlement, the response will be deemed incomplete if it does not contain the settlement agreement duly signed by the conflicting parties.

- (3) The conflicting parties whose lack of response or incomplete response is deemed to be an acceptance of the recommendation waive any claim against AGICOA for having interpreted their silence as acceptance of the recommendation. They also waive any claim against AGICOA with regard to the content of the recommendation and its implementation, unless in case of wilful or grossly negligent infringement of substantive law or the present conflict rules.

ARTICLE 44 ACCEPTANCE OF THE FINAL RECOMMENDATION

- (1) To the extent that the conflicting parties agree on the final recommendation, AGICOA shall implement its recommendation, update the corresponding rights and distribute the royalties accordingly.
- (2) Article 10 shall apply mutatis mutandis.
- (3) The conflicting parties waive any claim against AGICOA with regard to the content and the implementation of the final recommendation unless in case of wilful or grossly negligent infringement of substantive law or the present conflict rules.

ARTICLE 45 SETTLEMENT OF THE CONFLICT

- (1) If the conflicting parties settle the conflict regardless of the recommendation, Article 28 shall similarly apply mutatis mutandis, the deadline being the one of 90 calendar days specified in Article 42 (1).

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- (2) The conflicting parties waive any claim against AGICOA with regard to the content and the implementation of their settlement agreement unless AGICOA does not correctly interpret and/or implement the settlement agreement.

ARTICLE 46 REJECTION OF THE FINAL RECOMMENDATION

- (1) If AGICOA's final recommendation is totally or partially rejected by at least one of the conflicting parties, AGICOA will advise all conflicting parties in writing of the total or partial failure of the AGICOA recommendation procedure.
- (2) By the above communication, AGICOA shall set a deadline of 60 calendar days to the conflicting parties to either:
 - (a) start litigation; or
 - (b) start arbitration at either the WIPO Arbitration and Mediation Center (WIPO Center) under the WIPO Expedited Arbitration Rules for AGICOA (Annex 1 of the present conflict rules) or at any other arbitration institution; or
 - (c) agree on a settlement between themselves;and to inform AGICOA about one of the above-mentioned options within the deadline of 60 calendar days.
- (3) The deadline starts running upon receipt of AGICOA's communication that the recommendation has been rejected.

ARTICLE 47 IMPLEMENTATION OF THE RECOMMENDATION DESPITE REJECTION

- (1) Despite their rejection of the recommendation, the conflicting parties are deemed to have accepted AGICOA's recommendation if they fail to start litigation, arbitration, or to reach a settlement agreement within the deadline of 60 calendar days and to inform AGICOA accordingly. As a result AGICOA shall implement its recommendation.
- (2) Despite the start of litigation or arbitration within the above deadline, AGICOA shall also implement its recommendation if, within 10 years after the starting of such litigation or arbitration, AGICOA's Legal and Business Department has not been informed by the conflicting parties about the final binding decision on the conflict through the court or the arbitration institution.
- (3) Despite the start of litigation or arbitration within the above deadline AGICOA shall also implement its recommendation if the litigation or arbitration ends without final ruling, arbitration award, or settlement agreement.

The conflicting parties are obliged to inform AGICOA's Legal and Business Department in case that the court or arbitration proceedings are ended without final court ruling, arbitration award, or settlement agreement. If the parties fail to inform AGICOA, article 47 (2) applies *mutatis mutandis*.

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- (4) The conflicting parties waive any claim against AGICOA if AGICOA decides to implement its recommendation despite rejection according to the previous paragraphs.

ARTICLE 48 REJECTION OF THE RECOMMENDATION THROUGH LITIGATION, ARBITRATION OR SETTLEMENT

- (1) The conflicting parties shall be deemed to validly have started litigation if the following requirements are met:
 - (a) Within the deadline of 60 calendar days as set out in Article 46(2), AGICOA's Legal and Business Department has received a copy of the dated and signed statement of claim,
 - (b) A duly signed confirmation of the plaintiff that the above statement of claim has been forwarded to the court has been added to the above copy of the statement of claim,
- (2) The conflicting parties shall be deemed to validly have started arbitration under the WIPO Expedited Arbitration Rules for AGICOA at the WIPO Center if the following requirements are met:

Within the deadline of 60 calendar days as set out in Article 46(2), AGICOA's Legal and Business Department has received a duly signed and dated copy of the Arbitration Agreement or the Notification of Intention to file a Request for Arbitration, as sent to the WIPO Center by one of the conflicting parties (see Article 6 WIPO Expedited Arbitration Rules for AGICOA).

- (3) The conflicting parties shall be deemed to validly have started arbitration at another arbitration institution if the following requirements are met:

Within the deadline of 60 calendar days as set out in Article 46(2), AGICOA's Legal and Business Department has received the duly signed and dated copy of the arbitration agreement between the conflicting parties which submits the conflict which was subject of the AGICOA recommendation procedure to arbitration before such arbitration institution.

- (4) The conflicting parties will be deemed to have resolved the conflict by settlement agreement if AGICOA receives within the deadline of 60 calendar days a copy of the dated and signed settlement agreement between the conflicting parties or any other document(s) providing clear and unequivocal evidence about the terms of the settlement.
- (5) In case of doubt whether the documents provided by the conflicting parties meet the requirements of the previous paragraphs, AGICOA is entitled to request from the conflicting parties additional documents, declarations or evidence.

By the above request AGICOA shall set a deadline of another 60 calendar days within which the conflicting parties shall provide AGICOA with the requested additional information.

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If the parties fail to provide this additional information within the deadline of 60 calendar days, they are deemed not to have validly started court or arbitration procedures or not to have reached a settlement agreement.

- (6) If the conflicting parties submit only a part of the conflict to court or arbitration proceedings or if the parties reach a settlement only for a part of the conflict, they are deemed to have accepted AGICOA's recommendation with regard to the other part of the conflict. AGICOA shall implement the part of its recommendation that is not covered by the court or arbitration proceedings or for which the conflicting parties have not reached a settlement agreement.
- (7) The court or arbitration proceedings shall involve all those conflicting parties who after rejection of the recommendation are still in conflict. The same applies to the settlement agreement.

If the court or arbitration proceedings involve only a part of the conflicting parties, AGICOA's Legal and Business Department shall invite all conflicting parties to include the missing party to the court proceedings, arbitration proceedings or settlement agreement. AGICOA's Legal and Business Department shall also inform all conflicting parties to which extent the exclusion of the missing party shall hinder AGICOA from the implementation of a later court ruling, arbitration award or settlement agreement.

CHAPTER EIGHT COURT AND ARBITRATION PROCEEDINGS

ARTICLE 49 COURT PROCEEDINGS

- (1) The conflicting parties are free to choose the court to which they submit the conflict for ruling following the rejection of AGICOA's recommendation. However, as the conflict is amongst the conflicting parties and not with AGICOA, the conflicting parties renounce to sue AGICOA unless for willful or grossly negligent infringement of substantive law or these conflict rules.
- (2) According to the final judgment on the conflict AGICOA shall update the rights of the conflicting parties and release the royalties blocked by the conflict. AGICOA shall do so upon receipt of a notarized copy of the final judgment.
- (3) AGICOA shall also update the rights and release the royalties blocked by the conflict if the parties settle the conflict in a court settlement or an out-of-court settlement during the litigation. AGICOA shall do so upon receipt of a copy of the settlement agreement duly signed by both parties or -in case of a court settlement- receipt of the respective court document confirming the settlement in court.
- (4) AGICOA shall also update the rights and release the royalties blocked by the conflict if all or all but one of the conflicting royalties withdraw their claims during the litigation and therefore end the litigation without judgment. It shall do so upon receipt of the court declaration that the litigation ended without judgment by the withdrawal of the claims.

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- (5) By accepting AGICOA's conflict rules and the conflict resolution procedure, the conflicting parties waive any claim against AGICOA with regard to the court proceedings. AGICOA can notably not be held responsible for the procedure nor the result of the court proceedings. AGICOA cannot be held responsible either for the implementation of the court ruling unless in case of willful or grossly negligent errors or omissions in the process of the implementation of the result of the court proceedings.

The same applies to an out-of-court or court settlement that the parties agree upon during the court procedures. In case of a withdrawal of the rights in conflict the above applies mutatis mutandis.

ARTICLE 50 WIPO EXPEDITED ARBITRATION FOR AGICOA

- (1) By accepting the present AGICOA conflict rules, by participating in the AGICOA conflict resolution procedure and by opting to submit the conflict to WIPO Expedited Arbitration for AGICOA according to article 46(2)(b), the conflicting parties agree that the conflict shall be referred to and finally determined by expedited arbitration in accordance with the WIPO Expedited Arbitration Rules for AGICOA (Annex 1 of the present conflict rules).
- (2) At the beginning of the WIPO expedited arbitration AGICOA shall communicate to the WIPO Center the final recommendation and an updated conflict report defining the scope of the conflict after rejection of the conflict.
- (3) The WIPO Center shall inform AGICOA if despite the Notification of Intention to File a Request for Arbitration the WIPO arbitration proceedings do not start or end without a final arbitration award. In this case AGICOA shall set to the parties a deadline of 60 calendar days to find a settlement agreement or to start court proceedings. Otherwise AGICOA shall implement its final recommendation. Article 47, 48 and 49 apply mutatis mutandis.
- (4) AGICOA shall update the rights and release the royalties blocked by the conflict according to the WIPO arbitration award upon receipt of a copy of such award from the WIPO Center.

However, AGICOA shall not implement the WIPO arbitration award if it receives within 60 days of the date of such arbitration award official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the arbitration award is being challenged in court by one of the conflicting parties.

- (5) If a WIPO arbitration award is challenged in court by a conflicting party, Article 49 applies mutatis mutandis.
- (6) AGICOA cannot be held responsible by the conflicting parties for the procedure and the outcome under the WIPO Expedited Arbitration Rules for AGICOA. AGICOA cannot be held responsible either for the implementation of the WIPO arbitration award unless in case of willful or grossly negligent errors or omissions in the process of the implementation of the WIPO arbitration award.

ARTICLE 51
NON-WIPO ARBITRATION

- (1) If the conflicting parties have opted to submit the conflict to arbitration before an arbitration institution other than the WIPO Center, the conflicting parties agree that the conflict shall be referred to and finally determined by arbitration in accordance with the arbitration rules of such arbitration institution.
- (2) AGICOA shall communicate to the arbitration institution the recommendation and an updated conflict report that defines the scope of the conflict after rejection of the recommendation.
- (3) The arbitration institution and/or the parties shall inform AGICOA if the arbitration proceedings do not start or end without a final arbitration award. In this case AGICOA shall set to the parties a deadline of 60 calendar days to find a settlement agreement or to start court proceedings. Otherwise AGICOA shall implement its final recommendation. Articles 47, 48 and 49 apply mutatis mutandis.
- (4) AGICOA shall update the rights according to the arbitration award and release the royalties upon receipt of a notarized copy of the arbitration award. However, AGICOA shall not implement the arbitration award if it receives within 60 days of receipt of such arbitration award official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the arbitration award is challenged in court by one of the conflicting parties.
- (5) If an arbitration award under this Article is challenged by a conflicting party in court, Article 49 applies mutatis mutandis.
- (6) AGICOA cannot be held responsible by the conflicting parties for the procedure and the outcome of the arbitration under this Article. AGICOA cannot be held responsible either for the implementation of the arbitration award unless in case of wilful or grossly negligent errors or omissions in the process of the implementation of the arbitration award.

ARTICLE 52
COMMUNICATION AND CONFIDENTIALITY OF
ARBITRAL AWARDS

Any arbitral award communicated to AGICOA for the purposes of Article 50(4) or Article 51(4) shall be communicated to AGICOA's Legal and Business Department. The Legal and Business Department shall treat such award as confidential and shall disclose the arbitral award to a third party (including to AGICOA staff outside the Legal and Business Department) only if and to the extent that:

- (a) the conflicting parties consent; or
- (b) the award falls into the public domain as a result of an action before a national court or other competent authority; or

- (c) the award must be disclosed in order to comply with a legal requirement imposed on a party or in order to establish or protect a party's legal rights against a third party.

CHAPTER NINE **FINAL PROVISIONS**

ARTICLE 53 BINDING FORCE OF THE CONFLICT RULES

- (1) Through their registration as rightsholders and through each of their following works and rights declarations (including updates) rightsholders acknowledge the binding force of the present conflict rules. This includes notably the provisions on court proceedings and arbitration in Chapter 8 of the present rules.
- (2) Rightsholders also acknowledge the binding force of the present conflict rules by participating in the conflict resolution procedure according to Chapters Four to Seven.
- (3) Rightsholders acknowledge the binding force of the present conflict rules by accepting the payment of royalties following the conflict resolution.

ARTICLE 54 APPROVAL OF THE PRESENT RULES BY AGICOA'S COMPETENT BODY

The present rules have been approved by AGICOA's Executive Committee pursuant to Article 34 of AGICOA's by-laws. AGICOA's Executive Committee is AGICOA's competent body to represent the interests of AGICOA's rightsholders in this matter.

ARTICLE 55 ENTRY INTO FORCE AND AMENDMENTS

- (1) AGICOA's conflict rules were approved by AGICOA's Executive Committee on January 6, 2006 and came into force on January 1st, 2003. Amendments were approved by AGICOA's Executive Committee on the meetings held on February 10th, 2004, March 30th, 2004, November 16th, 2005, February 14th, 2008 and September 30, 2008.
- (2) Subject to the following paragraphs AGICOA's conflict rules apply to all existing conflicts regardless of their date of commencement.
- (3) Unless stated otherwise previous and future amendments shall apply to conflict resolution procedures launched prior to the amendments. However, their retroactive effect is limited to those phases of the conflict resolution procedure which were not yet engaged at the moment of the amendment.
- (4) The present rules replace the provisions of the AGICOA Regulations Regarding the Procedures of Declaration of Works and of Payment dealing with multiple

claims and AGICOA's Arbitration Regulations with retroactive effect as of January 1, 2003.

ARTICLE 56
WAIVER

- (1) AGICOA shall use its best efforts to assist conflicting rightsholders in resolving their conflicts through the proper application of the present conflict rules.
- (2) AGICOA cannot be held responsible by the conflicting rightsholders for the content of the conflict rules, their interpretation and application unless AGICOA infringes wilfully or grossly negligently infringing substantive law or the present conflict rules.
- (3) The conflicting parties, by accepting the present conflict rules, also renounce to sue AGICOA with regard to the content of the conflict rules, their interpretation, their application and the payment of royalties following the conflict resolution unless AGICOA infringes wilfully or grossly negligently substantive law or the present conflict rules.

ARTICLE 57
CONFLICT RULES AND COPYRIGHT OWNERSHIP

The present rules stipulate internal rules governing the relationship between AGICOA and the conflicting parties. They do not have any effect on the copyright ownership and its consequences as far as third non-conflicting parties are concerned.

However, AGICOA is entitled to modify its rights and works register according to the resolution of the conflict.

Annex I: WIPO Expedited Arbitration Rules for AGICOA

Annex I

WIPO Expedited Arbitration Rules for AGICOA

(Effective from September 30, 2008)

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Recommended Notification of Intention to File a Request for WIPO Expedited Arbitration for AGICOA

INTRODUCTION

The WIPO Expedited Arbitration Rules for AGICOA have been developed pursuant to Article 50(1) of the AGICOA Conflict Rules (as amended on [...], 2008:

“By accepting the present AGICOA conflict rules, by participating in the AGICOA conflict resolution procedure and by opting to submit the conflict to WIPO Expedited Arbitration for AGICOA according to article 46(2)(b), the conflicting parties agree that the conflict shall be referred to and finally determined by expedited arbitration in accordance with the WIPO Expedited Arbitration Rules for AGICOA [...].”

The WIPO Expedited Arbitration Rules for AGICOA consist of the WIPO Expedited Arbitration Rules modified in certain respects in order to take account of the particular needs of AGICOA conflicts. To achieve this objective, three main modifications have been introduced:

- (i) Unless the parties have already filed an Arbitration Agreement with AGICOA and the WIPO Arbitration and Mediation Center, the Claimant shall send a written notification to AGICOA and the Center of its intention to file a Request for Arbitration against the Respondent, whereupon the Center will request the parties to sign an Arbitration Agreement. A recommended Notification of Intention to File a Request for WIPO Expedited Arbitration for AGICOA and a recommended Arbitration Agreement are set out at the end of these Rules.
- (ii) A party may file submissions in English or French, subject to appropriate determination by the sole arbitrator.
- (iii) Unless the parties agree otherwise, the arbitrator's fees shall not exceed USD 300 per hour and are capped at a maximum of USD 20,000.

I. GENERAL PROVISIONS

Abbreviated Expressions

Article 1

In these Rules:

"AGICOA" means the Association of International Collective Management of Audiovisual Works (Association de Gestion Internationale Collective des Oeuvres Audiovisuelles);

"Arbitration Agreement" means an agreement by the parties to submit to arbitration all or certain disputes that have arisen or that may arise between them;

"Claimant" means the party initiating an arbitration; the Claimant must be an AGICOA rightsholder or an external rightsholder in accordance with Article 5 of the AGICOA Conflict Rules;

"Respondent" means the party against which the arbitration is initiated, as named in the Request for Arbitration; the Respondent must be an AGICOA rightsholder or an external rightsholder in accordance with Article 5 of the AGICOA Conflict Rules;

"Tribunal" means the sole arbitrator;

"WIPO" means the World Intellectual Property Organization;

"Center" means the WIPO Arbitration and Mediation Center, a unit of the International Bureau of WIPO;

Words used in the singular include the plural and vice versa, as the context may require.

Scope of Application of Rules

Article 2

Where an Arbitration Agreement provides for arbitration under the WIPO Expedited Arbitration Rules for AGICOA, these Rules shall be deemed to form part of that Arbitration Agreement and the dispute shall be settled in accordance with these Rules, as in effect on the date of the commencement of the arbitration, unless the parties have agreed otherwise. The scope of the dispute submitted to these Rules (as to, *inter alia*, territories, period, language version, TV channel, percentage of rights) shall not exceed the matters set out in AGICOA's conflict report, pursuant to Article 50(2) of the AGICOA Conflict Rules.

Article 3

- (a) These Rules shall govern the arbitration, except that, where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
- (b) The law applicable to the arbitration shall be determined in accordance with Article 51(b).

Notices and Periods of Time

Article 4

- (a) Any notice or other communication that may or is required to be given under these Rules shall be in writing and shall be delivered by expedited postal or courier service, or transmitted by telefax, e-mail or other means of telecommunication that provide a record thereof.
- (b) A party's last known residence or place of business shall be a valid address for the purpose of any notice or other communication in the absence of any notification of a change by that party. Communications may in any event be addressed to a party in the manner stipulated or, failing such a stipulation, according to the practice followed in the course of the dealings between the parties.
- (c) For the purpose of determining the date of commencement of a time limit, a notice or other communication shall be deemed to have been received on the day it is delivered or, in the case of telecommunications, transmitted in accordance with paragraphs (a) and (b) of this Article.
- (d) For the purpose of determining compliance with a time limit, a notice or other communication shall be deemed to have been sent, made or transmitted if it is dispatched, in accordance with paragraphs (a) and (b) of this Article, prior to or on the day of the expiration of the time limit.
- (e) For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice or other communication is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day that follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- (f) The parties may agree to reduce or extend the periods of time referred to in Articles 6(c), 7, 12, 15(b), 38(a), 45(b) and 47(a).
- (g) The Center may, at the request of a party or on its own motion, extend the periods of time referred to in Articles 6(c), 7, 12, 15(b), 38(a), 45(b), 47(a), 58(c) and 60(d).
- (h) The Center may, in consultation with the parties, reduce the period of time referred to in Article 12.

Documents Required to be Submitted to the Center

Article 5

- (a) Until the notification by the Center of the establishment of the Tribunal, any written statement, notice or other communication required or allowed under these Rules shall be submitted by a party to the Center and a copy thereof shall at the same time be transmitted by that party to the other party.

- (b) Any written statement, notice or other communication so sent to the Center shall be sent in a number of copies equal to the number required to provide one copy for the Tribunal and one for the Center.
- (c) After the notification by the Center of the establishment of the Tribunal, any written statements, notices or other communications shall be submitted by a party directly to the Tribunal and a copy thereof shall at the same time be supplied by that party to the other party.
- (d) The Tribunal shall send to the Center a copy of each order or other decision that it makes.

II. COMMENCEMENT OF THE ARBITRATION

Filing a Request for Arbitration

Article 6

- (a) Unless the parties have already filed an Arbitration Agreement with AGICOA and the Center, the Claimant shall send a written notification to AGICOA and the Center of its intention to file a Request for Arbitration against the Respondent. Upon receipt of this notification, the Center will request the Claimant and the Respondent to sign an Arbitration Agreement. A recommended Notification of Intention to File a Request for WIPO Expedited Arbitration for AGICOA, as well as a recommended Arbitration Agreement are set out at the end of these Rules.
- (b) If the parties agree, the Claimant and the Respondent shall sign and return the Arbitration Agreement to the Center.
- (c) If one of the parties does not sign the Arbitration Agreement within 20 days of the Center's request in accordance with paragraph (a) of this Article, the arbitration shall not commence.

Request for Arbitration

Article 7

The Claimant shall transmit the Request for Arbitration to the Center and to the Respondent within 20 days of the Center's acknowledgment of receipt of the signed Arbitration Agreement.

Article 8

The date of commencement of the arbitration shall be the date on which the Request for Arbitration, together with the Statement of Claim as required by Article 11, is received by the Center.

Article 9

The Center shall inform the Claimant and the Respondent of the receipt by it of the Request for Arbitration and Statement of Claim and of the date of the commencement of the arbitration.

Article 10

The Request for Arbitration shall contain:

- (i) a demand that the dispute be referred to arbitration under the WIPO Expedited Arbitration Rules for AGICOA;
- (ii) the names, addresses and telephone, telefax, e-mail or other communication references of the parties and of the representative of the Claimant; and
- (iii) any observations that the Claimant considers useful in connection with Articles 15, 16, 34 and 51.

Article 11

The Request for Arbitration shall be accompanied by the Statement of Claim in conformity with Article 36(a) and (b).

Answer to the Request and Statement of Defense

Article 12

Within 20 days from the date on which the Respondent receives the Request for Arbitration and Statement of Claim from the Claimant, the Respondent shall address to the Center and to the Claimant an Answer to the Request which shall contain comments on any of the items in the Request for Arbitration.

Article 13

The Answer to the Request shall be accompanied by the Statement of Defense in conformity with Article 37(a) and (b).

Representation

Article 14

- (a) The parties may be represented by persons of their choice, irrespective of, in particular, nationality or professional qualification. The names, addresses and telephone, telefax, e-mail or other communication references of representatives shall be communicated to the Center, the other party and, after its establishment, the Tribunal.
- (b) Each party shall ensure that its representatives have sufficient time available to enable the arbitration to proceed expeditiously.
- (c) The parties may also be assisted by persons of their choice.

III. COMPOSITION AND ESTABLISHMENT OF THE TRIBUNAL

Number of Arbitrators

Article 15

- (a) The Tribunal shall consist of a sole arbitrator, who shall be appointed by the parties.
- (b) If the appointment of the arbitrator is not made within 15 days after the commencement of the arbitration, the arbitrator shall be appointed by the Center.

Nationality of Arbitrator

Article 16

- (a) An agreement of the parties concerning the nationality of the arbitrator shall be respected.
- (b) If the parties have not agreed on the nationality of the arbitrator, the arbitrator shall, in the absence of special circumstances, such as the need to appoint a person having particular qualifications, be a national of a country other than the countries of the parties.

Communication Between Parties and Candidates for Appointment as Arbitrator

Article 17

No party or anyone acting on its behalf shall have any *ex parte* communication with any candidate for appointment as arbitrator except to discuss the candidate's qualifications, availability or independence in relation to the parties.

Impartiality and Independence

Article 18

- (a) The arbitrator shall be impartial and independent.
- (b) The prospective arbitrator shall, before accepting appointment, disclose to the parties and the Center any circumstances that might give rise to justifiable doubt as to the arbitrator's impartiality or independence, or confirm in writing that no such circumstances exist.
- (c) If, at any stage during the arbitration, new circumstances arise that might give rise to justifiable doubt as to the arbitrator's impartiality or independence, the arbitrator shall promptly disclose such circumstances to the parties and the Center.

Availability, Acceptance and Notification

Article 19

- (a) The arbitrator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the arbitration to be conducted and completed expeditiously.
- (b) The prospective arbitrator shall accept appointment in writing and shall communicate such acceptance to the Center.
- (c) The Center shall notify the parties of the establishment of the Tribunal.

Challenge of Arbitrator

Article 20

- (a) The arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubt as to the arbitrator's impartiality or independence.
- (b) A party may challenge an arbitrator in whose appointment it concurred, only for reasons of which it becomes aware after the appointment has been made.

Article 21

A party challenging the arbitrator shall send notice to the Center, the Tribunal and the other party, stating the reasons for the challenge, within seven days after being notified of the arbitrator's appointment or after becoming aware of the circumstances that it considers give rise to justifiable doubt as to the arbitrator's impartiality or independence.

Article 22

When the arbitrator has been challenged by a party, the other party shall have the right to respond to the challenge and shall, if it exercises this right, send, within seven days after receipt of the notice referred to in Article 21, a copy of its response to the Center, the party making the challenge and the arbitrator.

Article 23

The Tribunal may, in its discretion, suspend or continue the arbitral proceedings during the pendency of the challenge.

Article 24

The other party may agree to the challenge or the arbitrator may voluntarily withdraw. In either case, the arbitrator shall be replaced without any implication that the grounds for the challenge are valid.

Article 25

If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge shall be made by the Center in accordance with its internal procedures. Such a decision is of an administrative nature and shall be final. The Center shall not be required to state reasons for its decision.

Release from Appointment

Article 26

At the arbitrator's own request, the arbitrator may be released from appointment as arbitrator either with the consent of the parties or by the Center.

Article 27

Irrespective of any request by the arbitrator, the parties may jointly release the arbitrator from appointment as arbitrator. The parties shall promptly notify the Center of such release.

Article 28

At the request of a party or on its own motion, the Center may release the arbitrator from appointment as arbitrator if the arbitrator has become *de jure* or *de facto* unable to fulfill, or fails to fulfill, the duties of an arbitrator. In such a case, the parties shall be offered the opportunity to express their views thereon and the provisions of Articles 22 to 25 shall apply *mutatis mutandis*.

Replacement of Arbitrator

Article 29

- (a) Whenever necessary, a substitute arbitrator shall be appointed pursuant to the procedure provided for in Article 15 that was applicable to the appointment of the arbitrator being replaced.
- (b) Pending the replacement, the arbitral proceedings shall be suspended, unless otherwise agreed by the parties.

Article 30

Whenever a substitute arbitrator is appointed, the Tribunal shall, having regard to any observations of the parties, determine in its sole discretion whether all or part of any prior hearings are to be repeated.

Pleas as to the Jurisdiction of the Tribunal

Article 31

- (a) The Tribunal shall have the power to hear and determine objections to its own jurisdiction, including any objections with respect to form, existence, validity or scope of the Arbitration Agreement examined pursuant to Article 51(b).
- (b) The Tribunal shall have the power to determine the existence or validity of any contract of which the Arbitration Agreement forms part or to which it relates.
- (c) A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense or, with respect to a counter-claim or a set-off, the

Statement of Defense thereto, failing which any such plea shall be barred in the subsequent arbitral proceedings or before any court. A plea that the Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The Tribunal may, in either case, admit a later plea if it considers the delay justified.

- (d) The Tribunal may rule on a plea referred to in paragraph (c) as a preliminary question or, in its sole discretion, decide on such a plea in the final award.
- (e) A plea that the Tribunal lacks jurisdiction shall not preclude the Center from administering the arbitration.

IV. CONDUCT OF THE ARBITRATION

Transmission of the File to the Tribunal

Article 32

The Center shall transmit the file to the Tribunal as soon as it is appointed.

General Powers of the Tribunal

Article 33

- (a) Subject to Article 3, the Tribunal may conduct the arbitration in such manner as it considers appropriate.
- (b) In all cases, the Tribunal shall ensure that the parties are treated with equality and that each party is given a fair opportunity to present its case.
- (c) The Tribunal shall ensure that the arbitral procedure takes place with due expedition. It may, at the request of a party or on its own motion, extend in exceptional cases a period of time fixed by these Rules, by itself or agreed to by the parties.

Place of Arbitration

Article 34

- (a) Unless otherwise agreed by the parties, the place of arbitration shall be decided by the Center, taking into consideration any observations of the parties and the circumstances of the arbitration.
- (b) The Tribunal may, after consultation with the parties, conduct hearings at any place that it considers appropriate. It may deliberate wherever it deems appropriate.
- (c) The award shall be deemed to have been made at the place of arbitration.

Language of Arbitration

Article 35

- (a) Unless otherwise agreed by the parties, a party may file submissions in English or French, subject to the power of the Tribunal to determine otherwise, having regard to any observations of the parties and the circumstances of the arbitration.
- (b) The Tribunal may order that any documents submitted be accompanied by a translation in whole or in part into the language the Tribunal deems appropriate.

Statement of Claim

Article 36

- (a) The Statement of Claim shall contain a comprehensive statement of the facts and legal arguments supporting the claim, including a statement of the relief sought.
- (b) The Statement of Claim shall, to as large an extent as possible, be accompanied by the documentary evidence upon which the Claimant relies, together with a schedule of such documents, including, in particular, a copy of AGICOA's final recommendation under Article 41 of the AGICOA Conflict Rules, and AGICOA's conflict report pursuant to Article 50(2) of the AGICOA Conflict Rules. Where the documentary evidence is especially voluminous, the Claimant may add a reference to further documents it is prepared to submit.

Statement of Defense

Article 37

- (a) The Statement of Defense shall reply to the particulars of the Statement of Claim required pursuant to Article 36(a) and (b). The Statement of Defense shall be accompanied by the corresponding documentary evidence described in Article 36(b).
- (b) Any counter-claim or set-off by the Respondent shall be made or asserted in the Statement of Defense or, in exceptional circumstances, at a later stage in the arbitral proceedings if so determined by the Tribunal. Any such counter-claim or set-off shall contain the same particulars as those specified in Article 36(a) and (b).

Further Written Statements

Article 38

- (a) In the event that a counter-claim or set-off has been made or asserted, the Claimant shall reply to the particulars thereof within 20 days from the date on which the Claimant receives such counter-claim or set-off. Article 37(a) shall apply *mutatis mutandis* to such reply.
- (b) The Tribunal may, in its discretion, allow or require further written statements.

Amendments to Claims or Defense

Article 39

Subject to any contrary agreement by the parties, a party may amend or supplement its claim, counter-claim, defense or set-off during the course of the arbitral proceedings, unless the Tribunal considers it inappropriate to allow such amendment having regard to its nature or the delay in making it and to the provisions of Article 33(b) and (c).

Communication Between Parties and Tribunal

Article 40

Except as otherwise provided in these Rules or permitted by the Tribunal, no party or anyone acting on its behalf may have any *ex parte* communication with the Tribunal with respect to any matter of substance relating to the arbitration, it being understood that nothing in this paragraph shall prohibit *ex parte* communications that concern matters of a purely organizational nature, such as the physical facilities, place, date or time of the hearings.

Interim Measures of Protection and Security for Claims and Costs

Article 41

- (a) At the request of a party, the Tribunal may issue any provisional orders or take other interim measures it deems necessary, including injunctions relating to the subject matter in dispute, such as an order for the deposit of funds with a third person. The Tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting party.
- (b) At the request of a party, the Tribunal may, if it considers it to be required by exceptional circumstances, order the other party to provide security, in a form to be determined by the Tribunal, for the claim or counter-claim, as well as for costs referred to in Article 62.
- (c) Measures and orders contemplated under this Article may take the form of an interim award.
- (d) A request addressed by a party to a judicial authority for interim measures or for security for the claim or counter-claim, or for the implementation of any such measures or orders granted by the Tribunal, shall not be deemed incompatible with the Arbitration Agreement, or deemed to be a waiver of that Agreement.

Preparatory Conference

Article 42

The Tribunal may, in general following the submission of the Statement of Defense, conduct a preparatory conference with the parties for the purpose of organizing and scheduling the subsequent proceedings.

Evidence

Article 43

- (a) The Tribunal shall determine the admissibility, relevance, materiality and weight of evidence.
- (b) At any time during the arbitration, the Tribunal may, at the request of a party or on its own motion, order a party to produce such documents or other evidence as it considers necessary or appropriate and may order a party to make available to the Tribunal or to an expert appointed by it or to the other party any property in its possession or control for inspection or testing.

Disclosure of Trade Secrets and Other Confidential Information

Article 44

- (a) For the purposes of this Article, confidential information shall mean any information, regardless of the medium in which it is expressed, which is:
 - (i) in the possession of a party;
 - (ii) not accessible to the public;
 - (iii) of commercial, financial or industrial significance; and
 - (iv) treated as confidential by the party possessing it.
- (b) A party invoking the confidentiality of any information it wishes or is required to submit in the arbitration, including to an expert appointed by the Tribunal, shall make an application to have the information classified as confidential by notice to the Tribunal, with a copy to the other party. Without disclosing the substance of the information, the party shall give in the notice the reasons for which it considers the information confidential.
- (c) The Tribunal shall determine whether the information is to be classified as confidential and of such a nature that the absence of special measures of protection in the proceedings would be likely to cause serious harm to the party invoking its confidentiality. If the Tribunal so determines, it shall decide under which conditions and to whom the confidential information may in part or in whole be disclosed and shall require any person to whom the confidential information is to be disclosed to sign an appropriate confidentiality undertaking.

Hearings

Article 45

- (a) If either party so requests, the Tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral argument or for both. In the absence of a request, the Tribunal shall decide whether to hold such a hearing or hearings. If no hearings are held, the proceedings shall be conducted on the basis of documents and other materials alone.
- (b) If a hearing is held, it shall be convened within 30 days after the receipt by the Claimant of the Answer to the Request and the Statement of Defense. The

Tribunal shall give the parties adequate advance notice of the date, time and place of the hearing. Except in exceptional circumstances, hearings may not exceed three days. Each party shall be expected to bring to the hearing such persons as necessary to adequately inform the Tribunal of the dispute.

- (c) Unless the parties agree otherwise, all hearings shall be in private.
- (d) The Tribunal shall determine whether and, if so, in what form a record shall be made of any hearing.
- (e) Within such short period of time after the hearing as is agreed by the parties or, in the absence of such agreement, determined by the Tribunal, each party may communicate to the Tribunal and to the other party a post-hearing brief.

Witnesses

Article 46

- (a) Before any hearing, the Tribunal may require either party to give notice of the identity of witnesses it wishes to call, as well as of the subject matter of their testimony and its relevance to the issues.
- (b) The Tribunal has discretion, on the grounds of redundancy and irrelevance, to limit or refuse the appearance of any witness, whether witness of fact or expert witness.
- (c) Any witness who gives oral evidence may be questioned, under the control of the Tribunal, by each of the parties. The Tribunal may put questions at any stage of the examination of the witnesses.
- (d) The testimony of witnesses may, either at the choice of a party or as directed by the Tribunal, be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case the Tribunal may make the admissibility of the testimony conditional upon the witnesses being made available for oral testimony.
- (e) A party shall be responsible for the practical arrangements, cost and availability of any witness it calls.
- (f) The Tribunal shall determine whether any witness shall retire during any part of the proceedings, particularly during the testimony of other witnesses.

Experts Appointed by the Tribunal

Article 47

- (a) The Tribunal may, after consultation with the parties, appoint one or more independent experts to report to it on specific issues designated by the Tribunal. A copy of the expert's terms of reference, established by the Tribunal, having regard to any observations of the parties, shall be communicated to the parties. Any such expert shall be required to sign an appropriate confidentiality undertaking. The terms of reference shall include a requirement that the expert report to the Tribunal within 30 days of receipt of the terms of reference.

- (b) Subject to Article 44, upon receipt of the expert's report, the Tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party may, subject to Article 44, examine any document on which the expert has relied in such a report.
- (c) At the request of a party, the parties shall be given the opportunity to question the expert at a hearing. At this hearing, the parties may present expert witnesses to testify on the points at issue.
- (d) The opinion of any expert on the issue or issues submitted to the expert shall be subject to the Tribunal's power of assessment of those issues in the context of all the circumstances of the case, unless the parties have agreed that the expert's determination shall be conclusive in respect of any specific issue.

Default

Article 48

- (a) If the Claimant, without showing good cause, fails to submit its Statement of Claim in accordance with Articles 11 and 36, the Center shall not be required to take any action under Article 9.
- (b) If the Respondent, without showing good cause, fails to submit its Statement of Defense in accordance with Articles 12, 13 and 37, the Tribunal may nevertheless proceed with the arbitration and make the award.
- (c) The Tribunal may also proceed with the arbitration and make the award if a party, without showing good cause, fails to avail itself of the opportunity to present its case within the period of time determined by the Tribunal.
- (d) If a party, without showing good cause, fails to comply with any provision of, or requirement under, these Rules or any direction given by the Tribunal, the Tribunal may draw the inferences therefrom that it considers appropriate.

Closure of Proceedings

Article 49

- (a) The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had adequate opportunity to present submissions and evidence.
- (b) The Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to re-open the proceedings it declared to be closed at any time before the award is made.

Waiver

Article 50

A party which knows that any provision of, or requirement under, these Rules, or any direction given by the Tribunal, has not been complied with, and yet proceeds

with the arbitration without promptly recording an objection to such non-compliance, shall be deemed to have waived its right to object.

V. AWARDS AND OTHER DECISIONS

Laws Applicable to the Substance of the Dispute, the Arbitration and the Arbitration Agreement

Article 51

- (a) The Tribunal shall decide the substance of the dispute in accordance with the law or rules of law chosen by the parties. Any designation of the law of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules. Failing a choice by the parties, the Tribunal shall apply the law or rules of law that it determines to be appropriate. In all cases, the Tribunal shall decide having due regard to the terms of any relevant contract and taking into account applicable trade usages. The Tribunal may decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized it to do so.
- (b) The law applicable to the arbitration shall be the arbitration law of the place of arbitration, unless the parties have expressly agreed on the application of another arbitration law and such agreement is permitted by the law of the place of arbitration.
- (c) An Arbitration Agreement shall be regarded as effective if it conforms to the requirements concerning form, existence, validity and scope of either the law or rules of law applicable in accordance with paragraph (a), or the law applicable in accordance with paragraph (b).

Currency and Interest

Article 52

- (a) Monetary amounts in the award as to royalties shall be expressed in the currency used in AGICOA's final recommendation, and as to costs in United States dollars.
- (b) In accordance with Article 6(2) of the AGICOA Conflict Rules, the Tribunal shall not award any interest on the blocked amount.

Form and Notification of Awards

Article 53

- (a) The Tribunal may make preliminary, interim, interlocutory, partial or final awards.
- (b) The award shall be in writing and shall state the date on which it was made, as well as the place of arbitration in accordance with Article 34(a).

- (c) The award shall state the reasons on which it is based, unless the parties have agreed that no reasons should be stated and the law applicable to the arbitration does not require the statement of such reasons.
- (d) The award shall be signed by the arbitrator. Where the arbitrator fails to sign, the award shall state the reason for the absence of the signature.
- (e) The Tribunal may consult the Center with regard to matters of form, particularly to ensure the enforceability of the award.
- (f) The award shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator and the Center. The Center shall formally communicate an original of the award to each party, the arbitrator and AGICOA's Legal and Business Department in accordance with Article 52 of the AGICOA Conflict Rules.
- (g) At the request of a party, the Center shall provide it, at cost, with a copy of the award certified by the Center. A copy so certified shall be deemed to comply with the requirements of Article IV(1)(a) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, June 10, 1958.

Time Period for Delivery of the Final Award

Article 54

- (a) The arbitration should, wherever reasonably possible, be heard and the proceedings declared closed within not more than three months after either the delivery of the Statement of Defense or the establishment of the Tribunal, whichever event occurs later. The final award should, wherever reasonably possible, be made within one month thereafter.
- (b) If the proceedings are not declared closed within the period of time specified in paragraph (a), the Tribunal shall send the Center a status report on the arbitration, with a copy to each party. It shall send a further status report to the Center, and a copy to each party, at the end of each ensuing period of one month during which the proceedings have not been declared closed.
- (c) If the final award is not made within one month after the closure of the proceedings, the Tribunal shall send the Center a written explanation for the delay, with a copy to each party. It shall send a further explanation, and a copy to each party, at the end of each ensuing period of one month until the final award is made.

Effect of Award

Article 55

- (a) By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may validly be made under the applicable law.
- (b) The award shall be effective and binding on the parties as from the date it is communicated by the Center pursuant to Article 53(f), second sentence.

- (c) Within a reasonable timeframe upon receipt of the award from the Center pursuant to Articles 53(f) and 56(d), AGICOA shall implement such award and fully or partly release the royalties blocked by the conflict and update the rights accordingly, in accordance with Article 50(4) of the AGICOA Conflict Rules.

Settlement or Other Grounds for Termination

Article 56

- (a) The Tribunal may suggest that the parties explore settlement at such times as the Tribunal may deem appropriate.
- (b) If, before the award is made, the parties agree on a settlement of the dispute, the Tribunal shall terminate the arbitration and, if requested jointly by the parties, record the settlement in the form of a consent award. The Tribunal shall not be obliged to give reasons for such an award.
- (c) If, before the award is made, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in paragraph (b), the Tribunal shall inform the parties of its intention to terminate the arbitration. The Tribunal shall have the power to issue such an order terminating the arbitration, unless a party raises justifiable grounds for objection within a period of time to be determined by the Tribunal.
- (d) The consent award or the order for termination of the arbitration shall be signed by the arbitrator in accordance with Article 53(d) and shall be communicated by the Tribunal to the Center in a number of originals sufficient to provide one for each party, the arbitrator and the Center. The Center shall formally communicate an original of the consent award or the order for termination to each party, the arbitrator and AGICOA's Legal and Business Department in accordance with Article 52 of the AGICOA Conflict Rules.

Correction of the Award and Additional Award

Article 57

- (a) Within 30 days after receipt of the award, a party may, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to correct in the award any clerical, typographical or computational errors. If the Tribunal considers the request to be justified, it shall make the correction within 30 days after receipt of the request. Any correction, which shall take the form of a separate memorandum, signed by the Tribunal in accordance with Article 53(d), shall become part of the award.
- (b) The Tribunal may correct any error of the type referred to in paragraph (a) on its own initiative within 30 days after the date of the award.
- (c) A party may, within 30 days after receipt of the award, by notice to the Tribunal, with a copy to the Center and the other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Before deciding on the request, the Tribunal shall give the parties an opportunity to be heard. If the Tribunal considers the request to be justified, it shall, wherever reasonably possible, make the additional award within 30 days of receipt of the request.

VI. FEES AND COSTS

Fees of the Center

Article 58

- (a) The Request for Arbitration shall be subject to the payment to the Center of a non-refundable registration fee. The amount of the registration fee shall be fixed in the Schedule of Fees applicable on the date on which the Request for Arbitration is received by the Center.
- (b) No action shall be taken by the Center on a Request for Arbitration until the registration fee has been paid.
- (c) If a Claimant fails, within 15 days after a second reminder in writing from the Center, to pay the registration fee, it shall be deemed to have withdrawn its Request for Arbitration.

Fees of the Arbitrator

Article 59

The amount and currency of the fees of the arbitrator and the modalities and timing of their payment shall be fixed by the Center after consultation with the arbitrator and the parties, in accordance with the Schedule of Fees applicable on the date on which the Request for Arbitration is received by the Center.

Deposits

Article 60

- (a) Upon receipt of notification from the Center of the establishment of the Tribunal, the Claimant and the Respondent shall each deposit an equal amount as an advance for the costs of arbitration referred to in Article 61. The amount of the deposit shall be determined by the Center.
- (b) In the course of the arbitration, the Center may require that the parties make supplementary deposits.
- (c) If the required deposits are not paid in full within 20 days after receipt of the corresponding notification, the Center shall so inform the parties in order that one or other of them may make the required payment.
- (d) If a party fails, within 15 days after a second reminder in writing from the Center, to pay the required deposit, it shall be deemed to have withdrawn the relevant claim.
- (e) After the award has been made, the Center shall, in accordance with the award, render an accounting to the parties of the deposits received and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

Award of Costs of Arbitration

Article 61

- (a) In its award, the Tribunal shall fix the costs of arbitration, which shall consist of:
- (i) the arbitrator's fees;
 - (ii) the properly incurred travel, communication and other expenses of the arbitrator;
 - (iii) the costs of expert advice and such other assistance required by the Tribunal pursuant to these Rules; and
 - (iv) such other expenses as are necessary for the conduct of the arbitration proceedings, such as the cost of meeting and hearing facilities.
- (b) The aforementioned costs shall, as far as possible, be debited from the deposits required under Article 60.
- (c) The Tribunal shall, subject to any agreement of the parties, apportion the costs of arbitration and the registration fee of the Center between the parties in the light of all the circumstances and the outcome of the arbitration.

Award of Costs Incurred by a Party

Article 62

In its award, the Tribunal may, subject to any contrary agreement by the parties and in the light of all the circumstances and the outcome of the arbitration, order a party to pay the whole or part of reasonable expenses incurred by the other party in presenting its case, including those incurred for legal representatives and witnesses.

VII. CONFIDENTIALITY

Confidentiality of the Existence of the Arbitration

Article 63

- (a) Except to the extent necessary in connection with a court challenge to the arbitration or an action for enforcement of an award, no information concerning the existence of an arbitration may be unilaterally disclosed by a party to any third party (other than AGICOA's Legal and Business Department) unless it is required to do so by law or by a competent regulatory body, and then only:
- (i) by disclosing no more than what is legally required; and
 - (ii) by furnishing to the Tribunal and to the other party, if the disclosure takes place during the arbitration, or to the other party alone, if the disclosure takes place after the termination of the arbitration, details of the disclosure and an explanation of the reason for it.

- (b) Notwithstanding paragraph (a), a party may disclose to a third party the names of the parties to the arbitration and the relief requested for the purpose of satisfying any obligation of good faith or candor owed to that third party.

Confidentiality of Disclosures Made During the Arbitration

Article 64

- (a) In addition to any specific measures that may be available under Article 44, any documentary or other evidence given by a party or a witness in the arbitration shall be treated as confidential and, to the extent that such evidence describes information that is not in the public domain, shall not be used or disclosed to any third party by a party whose access to that information arises exclusively as a result of its participation in the arbitration for any purpose without the consent of the parties or order of a court having jurisdiction.
- (b) For the purposes of this Article, a witness called by a party shall not be considered to be a third party. To the extent that a witness is given access to evidence or other information obtained in the arbitration in order to prepare the witness's testimony, the party calling such witness shall be responsible for the maintenance by the witness of the same degree of confidentiality as that required of the party.

Confidentiality of the Award

Article 65

- (a) The award shall be treated as confidential by the parties and may only be disclosed to a third party if and to the extent that:
 - (i) the parties consent; or
 - (ii) it falls into the public domain as a result of an action before a national court or other competent authority; or
 - (iii) it must be disclosed in order to comply with a legal requirement imposed on a party or in order to establish or protect a party's legal rights against a third party.
- (b) The parties accept that the Center communicates the award to AGICOA's Legal and Business Department pursuant to Articles 53(f) and 56(d), in order for AGICOA to implement the award pursuant to Article 55(c) of the present Rules, and Article 50(4) of the AGICOA Conflict Rules. The Legal and Business Department shall comply with the confidentiality requirements as set out in Article 52 of the AGICOA Conflict Rules.

Maintenance of Confidentiality by the Center, the Arbitrator and AGICOA's Legal and Business Department

Article 66

- (a) Unless the parties agree otherwise, the Center the arbitrator and AGICOA's Legal and Business Department shall maintain the confidentiality of the arbitration, the award and, to the extent that they describe information that is not

in the public domain, any documentary or other evidence disclosed during the arbitration, except to the extent necessary in connection with a court action relating to the award, or as otherwise required by law.

- (b) Notwithstanding paragraph (a), the Center may include information concerning the arbitration in any aggregate statistical data that it publishes concerning its activities, provided that such information does not enable the parties or the particular circumstances of the dispute to be identified.

VIII. MISCELLANEOUS

Exclusion of Liability

Article 67

Except in respect of deliberate wrongdoing, the arbitrator, WIPO and the Center shall not be liable to a party for any act or omission in connection with the arbitration.

Waiver of Defamation

Article 68

The parties and, by accepting appointment, the arbitrator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the arbitration shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

SCHEDULE OF ARBITRATION FEES AND COSTS

WIPO EXPEDITED ARBITRATION FOR AGICOA

(All amounts are in United States dollars)

Type of Fee	Amount of Fee
Registration Fee	\$ 2,000
Arbitrator's Fees	Unless the parties agree otherwise, a rate of \$ 300 per hour as agreed by the Center in consultation with the parties and the arbitrator, capped at a maximum of \$ 20,000. This cap does not automatically apply in multiple party cases.

1. Prior to the establishment of the arbitral tribunal, the Center shall fix an arbitrator's hourly or daily fee rate, in consultation with the parties and the arbitrator. In so doing, the Center shall take into consideration such factors as the amounts in dispute, the number of parties, the complexity of the dispute and the status and any special qualifications required of the arbitrator.
2. An arbitrator shall be required to maintain a detailed and accurate record of the work done and the time spent on the arbitration. Following the termination of the arbitration, a copy of such records shall be provided to the parties and the Center, together with the arbitrator's invoice.
3. After consulting with the parties and the arbitral tribunal, in multiple party cases, the Center shall determine the final amount to be paid to the sole arbitrator, taking into consideration the hourly or daily rates and maximum rates and other factors such as the complexity of the subject matter of the dispute and of the arbitration, the total time spent by the arbitrator, the diligence of the arbitrator and the rapidity of the arbitration proceedings.
4. For the purposes of calculating the fees, the amount of claims expressed in currencies other than United States dollars shall be converted to amounts expressed in United States dollars on the basis of the official United Nations exchange rate prevailing on the date of submission of the Request for Arbitration.

RECOMMENDED ARBITRATION AGREEMENT

We, the undersigned parties, hereby agree that the dispute regarding AGICOA's final recommendation of [DATE] (copy attached), shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules for AGICOA (the Rules).

Pursuant to Article 15 of the Rules, the arbitral tribunal shall consist of a sole arbitrator. Pursuant to Article 34 of the Rules, unless otherwise agreed by the parties, the place of arbitration shall be decided by the WIPO Arbitration and Mediation Center taking into consideration any observations of the parties and the circumstances of the arbitration.

Pursuant to Article 35 of the Rules, unless otherwise agreed by the parties, a party may file submissions in English or French, subject to the power of the Tribunal to determine otherwise, having regard to any observations of the parties and the circumstances of the arbitration.

Pursuant to Article 51 of the Rules, the dispute shall be decided in accordance with the law or rules of law chosen by the parties. Failing a choice by the parties, the Tribunal shall apply the law or rules of law that it determines to be appropriate.

Date:

Party 1:

Name:

Address:

Tel.:

Fax:

Email:

Represented by:

Name:

Address:

Tel.:

Fax:

Email:

Date:

Party 2:

Name:

Address:

Tel.:

Fax:

Email:

Represented by:

Name:

Address:

Tel.:

Fax:

Email:

Date:

Party 3:

Name:

Address:

Tel.:

Fax:

Email:

Represented by:

Name:

Address:

Tel.:

Fax:

Email:

**RECOMMENDED NOTIFICATION OF INTENTION TO FILE A REQUEST
FOR WIPO EXPEDITED ARBITRATION FOR AGICOA**

Further to AGICOA's final recommendation of [DATE] (copy attached), [PARTY 1] hereby gives notice of its intention to file a Request for WIPO Expedited Arbitration for AGICOA against [PARTY 2], [PARTY 3], in accordance with Article 48(2) of the AGICOA Conflict Rules and Article 6 of the WIPO Expedited Arbitration Rules for AGICOA.

The parties' contact details are as follows:

Party 1:

Name:
Address:
Tel.:
Fax:
Email:

Party 2:

Name:
Address:
Tel.:
Fax:
Email:

Represented by:

Name:
Address:
Tel.:
Fax:
Email:

Represented by:

Name:
Address:
Tel.:
Fax:
Email:

Party 3:

Name:
Address:
Tel.:
Fax:
Email:

Represented by:

Name:
Address:
Tel.:
Fax:
Email:

This Notification is being sent to:

1. Above-mentioned Party(ies), [INSERT PARTY NAME]

by [INSERT COMMUNICATION METHOD, e.g. courier, fax, email].

2. WIPO Arbitration and Mediation Center

34 Chemin des Colombettes
1211 Geneva 20
Switzerland
Tel.: +41 22 338 8247
Fax: +41 22 740 3700
Email: arbiter.mail@wipo.int

by [INSERT COMMUNICATION METHOD, e.g. courier, fax, email].

3. AGICOA Legal and Business Department

1, rue Pestalozzi
CH-1202 Geneva
Switzerland
Tel.: +41 22 340 32 00
Fax: +41 22 340 34 32
Email: info@agicoa.org

by [INSERT COMMUNICATION METHOD, e.g. courier, fax, email].

Date:
Party 1