



SERVING AUTHORS WORLDWIDE
AU SERVICE DES AUTEURS DANS LE MONDE
AL SERVICIO DE LOS AUTORES EN EL MUNDO

Terms and Conditions for the use of the ISWC Resolution Service by Publishers

SG15-1049R2

For information

The International Standard Musical Work Code (ISWC) system was developed by the member societies of the International Confederation of Societies of Authors and Composers (respectively “CISAC Societies” and “CISAC”). CISAC’s purpose in creating an ISWC for musical works was to enable a more efficient administration of rights on those works on a worldwide basis. The ISWC provides an efficient means of identifying musical works in computer databases, related documentation and for the exchange of information between rights societies and other interested parties on an international level.

In order to maintain the integrity of the standard and to promote the use of authoritative ISWCs, CISAC Societies wish to make the ISWC codes of musical works contained in the ISWC Resolution Service (as defined in the following paragraph) available to their publisher members or affiliates (the “Publishers”) so that they can assist CISAC Societies in the administration and distribution of music royalties generated by the exploitation of such musical works as more fully set forth in the Best Practices and Guidelines described below (the “Purpose”).

ISWC codes will be provided through the use of a Resolution Service (“ISWC Resolution Service”) to be operated by CISAC as authorized by and on behalf of participating CISAC Societies on a royalty-free and non-exclusive basis.

The ISWC Resolution Service will in particular enable CISAC to:

- Compare Publisher-supplied ISWC metadata against ISWC metadata stored in CISAC tools; and
- Where the Publisher-supplied ISWC metadata matches ISWC metadata stored in CISAC tools, return the “Preferred” ISWC together with the Publisher’s work ID.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

These terms and conditions (“Terms and Conditions”) are an agreement between CISAC and the Publisher identified below (hereafter, the “Publisher”, “it”, “its”) that governs the Publisher’s use of the ISWC Resolution Service.

These Terms and Conditions apply whether the Publisher accesses the ISWC Resolution Service via a personal computer, a wireless or mobile device or any other IP-enabled technology.

1. This right to use the ISWC Resolution Service is granted to the Publisher, exclusively for the Purpose. This means that the Publisher:

- cannot transfer or assign its right to use the ISWC Resolution Service to any other person or entity;
- cannot share with any other person or entity, the credentials (usernames and passwords) that will be given to the Publisher to use the ISWC Resolution Service;
- will promptly advise CISAC if it believes that the security of the credentials has been compromised in any way;
- will use the ISWC Resolution Service only for the Purpose and therefore will not use the information thus obtained to create, generate, or develop any separate database or tool that will directly or indirectly compete with the ISWC-Net.
- will endeavour to use the Preferred ISWCs that it obtains through the ISWC Resolution Service in data exchanges with partners including, but not limited to, work registration workflows with CISAC Societies, with commercial users under copyright licensing agreements covering the works identified by the ISWC code(s), with creators in royalty statements, with sub-publishers and co-publishers, pursuant to the Best Practices and Guidelines determined by CISAC in consultation with publisher members or affiliates of CISAC Societies through the Cross Industry Initiative, which may be amended from time to time on the same basis.

2. Other than as set forth herein, such right to use the ISWC Resolution Service in no way grants any right or interest in or to the data obtained through the ISWC Resolution Service. All data, applications, systems, and databases, and the information contained in such tools, remain the property of its/their respective owner(s).

3. The Publisher agrees that it will accept the ISWC Resolution Service “AS IS” without any express or implied warranties whatsoever, and understand that CISAC – and CISAC Societies for that matter - cannot guarantee the accuracy or integrity of the data provided through the ISWC Resolution Service. The Publisher also acknowledges and agrees that CISAC does not warrant that the ISWC Resolution Service will be available or functioning properly or completely at the time the Publisher chooses to use it, and makes no warranty as to the result to be obtained from the use of the ISWC Resolution Service. The Publisher understands that ISWC may be considered to be personal data, and as such may be protected by local data protection regulations (e.g., Europe’s GDPR). The Publisher agrees that, upon request of CISAC or CISAC Societies, it will refrain from using all or part of the data in any manner that CISAC or the CISAC Societies reasonably believe may be inconsistent with such restrictions or limitations. In addition, the Publisher is, at all times, obligated to comply with such data protection law with respect to the data that it obtains through the ISWC Resolution Service.

4. The Publisher agrees that any use of the ISWC Resolution Service other than for the Purpose, and as prescribed herein, shall constitute a breach for which CISAC may, in addition to any other remedies it may have, immediately terminate the Publisher’s right to access the ISWC Resolution Service pending adequate remediation in CISAC’s good faith but sole judgment. The aforesaid right of termination and remediation shall also apply to any breach capable of remedy. The Publisher understands that any use of the ISWC Resolution Service, or of the data contained therein, is at the Publisher’s own risk, and the Publisher agrees to waive any and all claims of any kind or nature against CISAC or CISAC Societies with respect to its use of the ISWC Resolution Service or the data contained therein. The Publisher also agrees that if any breach that it commits of these Terms and Conditions directly results in a proven claim (i.e. a claim reduced to a final non-appealable judgment in a court of competent jurisdiction (an “Adverse Judgment”)) against CISAC and/or a CISAC Society, it will indemnify, save and hold harmless CISAC and/or such CISAC Society to the extent of the award of the relevant court in connection with the relevant Adverse Judgment or settlement reached on terms approved in advance by the Publisher in writing. CISAC shall provide the Publisher with written notice promptly upon becoming aware of any such claim and will endeavour to keep publisher reasonably informed as to any material developments (e.g., amendments to claims, substantive court holding) in connection therewith. The Publisher will have the opportunity to reasonably participate in the defense of any such claim (as appropriate in the circumstances), and CISAC and the CISAC Societies will use reasonable endeavours to defend any such claim and to mitigate its and/or their losses in connection therewith. For the avoidance of doubt, the Publisher shall have no liability and the foregoing indemnity shall not apply to claims relating to breaches or alleged breaches of these Terms and Conditions by one or more other publishing or administration companies.

5. These Terms and Conditions shall be in effect from acceptance through to the end of the current year, and then shall continue on a calendar year-to-year basis thereafter. Notwithstanding the foregoing at any time after the first calendar year (or from portion thereof) from acceptance, either party may, upon giving at least 30 days written notice to the other party, terminate the agreement. The Publisher agrees that restrictions with respect to the use of data obtained through the ISWC Resolution Service shall remain in force, notwithstanding the termination of the agreement.

6. Where the use of the ISWC Resolution Service is made by one of the Publisher’s employees on behalf of the Publisher, then the Publisher represents and warrants that its employee has been advised of, and agrees to be bound by, these Terms and Conditions.

7. These Terms and Conditions shall be construed in accordance with the laws of France. In case of a dispute relating to these Terms and Conditions, the parties shall use their best efforts to reach an amicable solution. In the event that the parties are unable to reach an amicable solution within a reasonable period of time after becoming aware of such a dispute, the matter shall be submitted TO mediation in accordance with the Centre for Mediation and Arbitration of Paris ("CMAP") Mediation Rules. The sole seat of arbitration shall be Paris, France and the proceedings shall be conducted in English, provided that the parties shall also be authorized to present evidence, testimonies or submissions in French, in which case a certified translation shall be supplied. If any such dispute has not been settled pursuant to the mediation within 90 days of the commencement of the mediation, it shall be submitted to the courts of Paris which shall have exclusive jurisdiction to adjudicate it, without regard to conflict of law provisions.

8. All notifications, requests, claims or other communications relating to these Terms and Conditions shall be made in writing and addressed to CISAC and sent with acknowledgment of receipt or an internationally recognized courier company with a record of delivery.

9. The signatory affirms that he/she is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions on behalf of the Publisher. By countersigning this letter, the Publisher agrees to the Terms and Conditions under which the use of the ISWC Resolution Service will be provided and does so voluntarily, with full knowledge of its effect.

Once CISAC has received the countersigned present agreement, CISAC will confirm that the registration process is complete, and request for the technical setup of the Publisher access to the ISWC Resolution Service.

[Date]

Signed by [representative's name, position] on behalf of [the Publisher]