

WIPO FOR CREATORS
The Charter (as amended on January 1, 2025)

Introduction

WIPO FOR CREATORS (WFC) is a consortium led by the World Intellectual Property Organization (WIPO) in partnership with a diverse range of organizations, companies, institutions and individuals. Its mission is to raise awareness and deepen understanding of intellectual property (IP) rights among creators. WFC aims to empower creators with the knowledge and tools needed to ensure creators are fairly acknowledged and compensated for their work, regardless of their geographic, cultural, or economic backgrounds.

With the number of creators growing each year and an unprecedented influx of new content, the creative market has become increasingly data-driven. This shift heightens the importance of creators' awareness of their rights and the data concerning their work.

The Consortium pursues its goals through initiatives such as the Creators Learn Intellectual Property (CLIP) platform, an online resource designed to inspire, inform, and enhance creators' understanding of their rights. Additional projects may be launched to further support its mission.

Founded in 2020 by the World Intellectual Property Organization (WIPO) and the Music Rights Awareness Foundation (MRAF), WIPO for Creators has been governed solely by WIPO since 2025.

The Consortium can be joined at any time by new Partners from the private and public sectors who adhere to and wish to advance its objectives.

I. Areas of cooperation

To achieve its mission, the Consortium develops and manages Creators Learn Intellectual Property (CLIP), an online platform to inspire, raise awareness and increase knowledge of creators' rights.

In addition, the Consortium may undertake activities in the following areas:

- (a) Organizing conferences, seminars and programs to raise awareness of creators' rights;
- (b) Supporting the development and promotion of services and IT solutions related to creators' rights (such as systems of identifier assignment, and documentation of works, performances and recordings);
- (c) Sharing of any relevant intellectual property information and documentation, subject to confidentiality requirements as appropriate;
- (d) Cooperating on specific projects and initiatives aligned with the Consortium's mission, including support for global and local initiatives that enable more individuals and collaborations around the world to make a living on their creations.

II. Structure of the Consortium

A. Composition

The Consortium consists of:

- (a) WIPO, as founding Member; and
- (b) Partners, that are any individuals or legal entities from the private and public sector wishing to support or participate in the development and promotion of the Consortium's activities through in-kind and/or financial contributions approved by WIPO.

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

B. Becoming Partner of the Consortium

(a) Any individual and any legal entity from the public or private sector wishing to support or participate in the development and promotion of the activities led by the Consortium may request to become a Partner. A request should be addressed in writing to the Secretariat with at least the following elements:

- (i) The endorsement of the present Charter;
- (ii) The indication of:
 - the proposed in-kind contribution to support or participate in the Consortium's activities, and/or
 - the amount of the financial contribution proposed to be made.

(b) The Secretariat shall promptly communicate the request to the Director General of WIPO for his decision. A written response shall be sent by the Secretariat to the requestor, specifying, where applicable, the effective date as from which the requestor shall become a Partner.

(c) Any Partner may withdraw from the Consortium by giving notice in writing to the Secretariat. Withdrawal of a Partner shall not result in the reimbursement of the financial contributions (or any part thereof) paid, unless otherwise agreed between the Partner concerned and WIPO.

(d) In case a Partner fundamentally breaches its obligations under this Charter, the Director General of WIPO may decide to expel said Partner from the Consortium. Such decision shall not result in the reimbursement of the financial contributions (or any part thereof) paid, unless otherwise agreed between the Partner concerned and WIPO.

III. Governance of the Consortium

The Consortium is governed and managed by WIPO. It is assisted and supported by an Advisory Board and a Secretariat. At least once a year, WIPO and all Partners participate in the WFC's General Meeting.

A. Advisory Board

(a) The Advisory Board (AB) provides advice and support to WIPO on the development of the Consortium's activities. This includes advice on the preparation, implementation and evaluation of core content for CLIP and support for promotional activities as outlined in WFC's annual Workplan.

(b) The AB is composed as follows:

- (i) The Director General of WIPO or her/his designated alternate acting as Chair;
- (ii) The President of MRAF or her/his designated alternate, as *ex officio* Member;
- (iii) International organizations¹, from among WFC's Partners, representing creators or other creative industry stakeholders.

(c) The AB meets at least once a year. Depending on its needs, the AB may invite observers in its sessions.

(d) The AB may also establish sub-groups or sub-committees, as needed, to provide advice on specific issues related to the Consortium's activities. Membership of these sub-groups and sub-committees is determined by the AB from among WFC's Partners.

(e) Members of the AB and sub-groups or sub-committees are not remunerated for their work on the said Board, groups or committees.

B. Secretariat

(a) The Consortium is assisted by a Secretariat located at WIPO headquarters that is responsible for preparing draft agenda, distributing relevant documentation and drafting reports of all meetings held within the auspice of WFC. The work of the Secretariat is carried out by WIPO staff members designated by the Director General of WIPO.

(b) All costs and expenses related to the functioning of the Secretariat are borne by WIPO.

C. General Meeting

All Partners are invited to participate in the WFC's General Meeting (GM), which is chaired by the Director General of WIPO or her/his designated representative and is held at least once a year. The GM serves as a collaborative forum for all Partners, with the mission to review the Consortium's annual progress and to engage in transparent dialogue on emerging challenges, priorities and goals aligned with the Consortium's mission.

¹ For the purpose of this provision, the term "international organization" refers to any not-for-profit legal entity such as trade bodies, associations or federations that represents creators or creative industry stakeholders from at least two continents.

IV. Resources of the Consortium

The activities of the Consortium are financed:

- (i) through WIPO's regular budget, as per the Program and Budget approved by the WIPO's Member States; and
- (ii) any financial contributions that may be provided by Partners on a voluntary basis. Such financial contributions are administered through a Fund-in-Trust established and overseen by WIPO pursuant to Section V.

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

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

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

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

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

D. WIPO:

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

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

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

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

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

VI. Intellectual Property

Unless otherwise agreed, all assets developed by the Consortium and any associated intellectual property rights belong to WIPO.

VII. Amendments to the Charter

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

VIII. Termination of the Charter

WIPO may terminate the WFC Consortium and this Charter if it determines that the Consortium no longer aligns with WIPO's strategic priorities, or if it considers that financial resources are insufficient to effectively sustain the Consortium's activities. Termination may take effect either immediately or with prior notice, as determined by WIPO, and will be published on WIPO's website, indicating the grounds for termination. Termination may also be announced or confirmed at the Consortium's General Meeting. In the event of termination, WIPO will take necessary measures to ensure that ongoing Consortium activities are brought to a prompt and orderly conclusion.

IX. Settlement of Disputes

A. WIPO and Partners shall use their best efforts to amicably settle any dispute arising out of the implementation or interpretation of this Charter.

B. Unless settled amicably, any dispute arising out of the implementation or interpretation of this Charter shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules. There shall be a sole arbitrator. The appointing authority shall be the Secretary

General of the Permanent Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

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