



Culture and Creative Industries:
**IP licensing as a strategic
business tool for EU and
China**

CULTURE AND CREATIVE INDUSTRIES

***IP LICENSING AS A STRATEGIC BUSINESS
TOOL FOR EU AND CHINA CCIs***

Prepared May 2011

This publication takes the form of providing best practice in the Creative and Cultural Industries on the use of Intellectual Property as a strategic business development tool. It is undertaken in the framework of the 'EU-China Project on the Protection of Intellectual Property Rights' (IPR2), as part of its work on supporting the development and enforcement of intellectual property rights of creative industries in China.



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CULTURE AND CREATIVE INDUSTRIES

***IP LICENSING AS A STRATEGIC BUSINESS
TOOL FOR EU AND CHINA CCIs***

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1. Introduction

Companies in the EU and China are looking for more creative and innovative ways to succeed and offer services and goods that consumers can better use and enjoy. Intellectual property rights (IPR) - such as copyrights, trademarks and design rights - give SMEs of the culture and creative industries (“CCIs”) a range of strategic tools to successfully develop their businesses.

This paper is a follow-up to the publication of the ‘EU-China Project for the Protection of Intellectual Property Rights’ (IPR2) entitled “Mapping the Culture and Creative Sectors in the EU and China”¹, a working paper undertaken in support to the development of an EU-China Cultural and Creative Industries’ platform. It provides an overview of the different sectors and activities covered by the cultural and creative sector in the EU and China; looks at the policies and IP legislation applicable to the CCIs in China; and identifies the key stakeholders in the cultural and creative industries in the EU and China.

The culture and creative industries is a wide sector and covers the following sectors: visual arts, crafts, performing arts, heritage, film and video (including cartoon), television and radio, online games and new media, music, publishing fashion, design, architecture and advertising².

The EU-China CCIs Platform will gather the relevant stakeholders from the cultural and creative sector to exchange information and experiences on the functioning of their markets. One of the main objectives of the CCIs platform will be to encourage IP licensing opportunities between SMEs of the CCIs and increase transactions in IP rights as a main business tool for commercial exchanges between the EU and China.

This paper provides an overview of a number of guidelines as well as various model licensing agreements that can help CCIs to use IP as a strategic tool for business development in the EU and in China. Most of the transactions between European and Chinese companies of the CCIs will take the form of IP licensing agreements that will govern the reproduction, distribution, adaptation, public performance as well as other forms to trade in cultural and creative goods and services. This paper will provide CCIs with some useful information to assist them in managing and exploiting their IP rights in the EU and China.

¹ The working paper “Mapping the Culture and Creative Sectors in the EU and China” is available at:
http://www.ipr2.org/index.php?option=com_content&view=article&id=207&Itemid=52
<http://www.keanet.eu/en/mapping%20EU%20China.htm>

² In an absence of an agreed definition the classification of the CCIs in the EC “Green Paper – Unlocking the potential of the cultural and creative industries” has been used.

2. Summary and Recommendations

This paper makes the case for a better use of IP assets as a business tool. IP guidelines and model contracts raise IP awareness and allow SMEs of the cultural and creative sector to take full advantage of their business opportunities. They are a key in helping SMEs prepare a successful strategy plan to explore new business opportunities in the EU and China.

An overview is given in this paper of a number of general IP guidelines for businesses and also sector specific IP guidelines for the CCIs. These IP guidelines help SMEs to understand the value of their IP rights and make recommendations on how SMEs should best protect their IP rights.

More importantly, this paper considers the issue of licensing of IP rights. Licensing enables the CCIs to exploit their rights in new territories and expand their businesses internationally. Model agreements for licensing of IP rights greatly facilitate negotiation processes and save transaction costs. In the cultural and creative industry sector model agreements are mainly used by collective management organisations and agencies. A number of trade associations in the culture and creative sector have produced or been involved in the drafting of model agreements for licensing of IP rights. These model agreements can be used by IP owners to license on an individual basis their rights to users.

The model agreements listed in this paper are mostly European contracts and there are no examples of Chinese model agreements for IP licensing. It would be recommendable for the model agreements listed in this paper to be reviewed by European and Chinese experts and if appropriate adapted to the requirements of the Chinese legislation and market. Such model agreements would facilitate trade opportunities between European and Chinese companies, in particular SMEs.

Finally it would be useful to draft a set of international IP guidelines and model contracts for IP licensing for the different sectors covered by the CCIs. The aim of these guidelines and model contracts would be to focus on agreements between European and Chinese companies and lay down a number of basic terms and conditions to facilitate the negotiations of mutual beneficial contracts.

3. Objectives and methodology

The main objective of this paper is to build on the IPR2 Publication on “Mapping the Culture and Creative Sectors in the EU and China” and further emphasise how IP can be used as a strategic tool for business development in the CCIs.

It will complement the IPR2 publication by providing additional information on good business practices and model IP licensing agreements to exploit and protect IP in the CCIs. No

overview will be given of the IPR legislation and policies applicable to the CCIs in the EU and China as this has already been covered in the IPR2 publication³.

This paper will provide information on a number of model agreements being used by CCIs in the culture and creative sector to facilitate the negotiation of licensing agreements. In addition information will be given on guidelines that have been developed to raise awareness on the value of IP and the need to protect IP in both the EU and China.

A large number of organisations have been contacted, including international organisations such as WIPO, national IP offices in the EU, IP helpdesks in EU Member States and China, collective management organisations in the EU and trade associations of the cultural and creative sector in the EU.

4. Raising Awareness on How to Use IP as a Business Tool

a. Guidelines on IP Protection and Guidelines on International Business

IP is a valuable business tool for small and medium sized CCIs. Most goods and services of the CCIs are based on IP rights such as copyright and trademarks. These IP rights are often the most essential asset of their businesses. The protection of IP rights allows SMEs to set a market value for the goods and services they have produced with their creative ideas. IP protection also prevents other firms and individuals from benefiting from their creative work. A good business plan on IP protection has the potential to boost sales and facilitate the licensing and commercialization of products and services provided by the CCIs. It will also raise the profile of these SMEs in the eyes of investors and financial institutions and convince them of their market opportunities. In short, well developed IP strategies can prove useful in helping the SMEs overcome challenges such as raising funds, increasing the market value of their companies, marketing of their goods and services, negotiating agreements with partners, exporting and developing businesses online⁴.

As stated in the IPR2 publication “Mapping the cultural and creative industries in the EU and China”⁵, IP is a business tool conducive to international partnerships and trade exchanges. IP protection is also fundamental for SMEs of the CCIs when developing an international business strategy. It allows SMEs to strengthen their export markets by avoiding and preventing other companies from copying their works protected by IP and it improves their access to new markets through for example the negotiation of licensing agreements or the establishment of joint ventures.⁶

To facilitate the understanding and use of IP by SMEs of the CCIs, several international organisations, national public bodies and trade associations have developed guidelines and/or

³ Please check the working paper “Mapping the Culture and Creative Sectors in the EU and China” pp. 26-31 for information on policies for the CCIs and pp. 32-37 for information on legislation applicable to the CCIs.

⁴ World Intellectual Property Organisation, *WIPO and Small and Medium-Sized Enterprises*, Regional Meeting of Heads of Industrial Property Offices of Latin America, Quito, November 5 and 6 2001, p. 4.

⁵ <http://www.keanet.eu/en/mapping%20EU%20China.htm>

⁶ WIPO, “Intellectual Property Rights and Exports: Avoiding Common Pitfalls”, *WIPO Magazine*, Sep./Oct. 2004, p. 2-5.

identified best practices on how SMEs can use IP. Most IP guidelines are not sector specific, but there are a few that are specifically targeted at a number of sectors of the CCIs.

According to the IP guidelines mentioned below the main steps that SMEs of CCIs should take to include IP in their business strategies are:

1. Identify their IP rights and understand their value for business development and competitiveness
2. Protect their IP rights efficiently
3. Know how to conclude licensing agreements
4. Prevent and deter counterfeiting and piracy

Below a list is given of a number of useful general guidelines for the IP businesses that are also applicable to the CCIs.

- BSACAP ICC - IP Guidelines⁷
- China IPR Helpdesk - Managing IP as a Business Asset⁸
- WIPO - Best Practices on IP Awareness Raising Services for SMEs⁹
- UK IPO and the UK Trade and Invest - Intellectual Property Rights Primer - A Guide for UK Business¹⁰
- DG Enterprise - Report on “Making IPR work for SMEs”¹¹

The following two IP guidelines are focused on IP protection and international business.

- WIPO - Guide “Secrets of Intellectual Property: A guide for small and medium sized exporters”¹²
- International Trade Centre - Legal Guidance for doing international business: model contracts for small firms¹³.

b. Some essential steps to take when doing business in China

This section is not aimed at providing guidelines on IP protection for SMEs of the CCIs in China. It only briefly outlines some essential steps that need to be taken by SMEs and makes reference to guidelines where SMEs can find more information.

➤ Registration of IP

One of the first steps to protect IP in China is registration. It is important to make a distinction between copyrights, trademarks and industrial designs.

It is not compulsory to register a copyright in China. Any work published in China by a Chinese or foreign entity is automatically protected by Chinese copyright law. It is important to note that China allows copyright holders to register their copyright with the Copyright Protection

⁷ [http://www.iccwbo.org/uploadedFiles/BASCAP/Pages/IP%20Guidelines-brochure%20\(final-approved\).pdf](http://www.iccwbo.org/uploadedFiles/BASCAP/Pages/IP%20Guidelines-brochure%20(final-approved).pdf)

⁸ <http://www.china-iprhelpdesk.eu>

⁹ http://www.wipo.int/sme/en/best_practices/index.html

¹⁰ <http://www.ipo.gov.uk/ipr-guide-china.pdf>

¹¹ http://ec.europa.eu/enterprise/newsroom/cf/itemshortdetail.cfm?item_id=2502

¹² http://www.wipo.int/sme/en/documents/guides/secrets_ip.html

¹³ www.intracen.org/publications/Free-publications/Model_Contracts.pdf

Center of China. It is advisable for European and Chinese copyright owners to register their copyright to have evidence of copyright ownership in case their rights are infringed. The China IPR SME Helpdesk outlines the steps that need to be taken to register a copyright and the benefits of registration¹⁴.

Different from copyrights, CCIs need to register their trademarks in China. European trademarks are not valid in China. CCIs that do not register their trademark in China will not be able to stop other companies from using their marks to promote their goods and services or produce goods for export to other markets. This can lead to loss of sales and reputation in not only the Chinese market but also other external markets. The China IPR SME Helpdesk has produced a guideline on how to register trademarks in China¹⁵. Also the International Trademark Association (INTA) published a brochure on trademark basics: a guide for business¹⁶.

It is important to stress here that in China industrial designs are protected as “design patents” and must be registered. Industrial designs are relevant to certain CCIs as they also design the aesthetic features (shape, pattern, and colour) for industrial products. In China industrial designs cannot be protected by copyright as “works of applied art”.

➤ Protection of Domain Names

Domain names are internet addresses used to identify websites. When choosing a domain name is important to make sure that it is not a name used by a trademark of another company, since most laws treat domain name registration of another company’s trademark as trademark infringement. WIPO has established a trademark database to help SMEs check if their choice of domain name conflicts with an existing trademark in a particular country¹⁷.

When creating and implementing an IP protection strategy, online brand protection is just as important for the CCIs as the protection of their copyrights and trademarks. It is essential to protect the company’s name, product names, services and trademarks through domain name registrations.

The China SME IPR Helpdesk has produced a guideline for SMEs to publish their domain names in China¹⁸.

➤ Protection of Trade Secrets

Some products and processes of the CCIs can also be protected as trade secrets. A “trade secret” is confidential business information that only a certain group of people in a business knows and that should not be leaked outside the company¹⁹.

¹⁴ China IPR SME Helpdesk, *Focus on Copyright*, <http://www.china-iprhelpdesk.eu/>

¹⁵ China IPR SME Helpdesk, *Focus on Trademarks*, <http://www.china-iprhelpdesk.eu/>

¹⁶ International Trademark Association, *Trademark Basics, A guide for Business*, New York

<http://www.inta.org/TrademarkBasics/Documents/INTATMBasicsBrochure.pdf>

¹⁷ <http://ecommerce.wipo.int/databases/trademark/index.html>

¹⁸ China IPR SME Helpdesk, *Protection of Online IPR in China*, 2010.

http://www.china-iprhelpdesk.eu/media/docs/online%20protection_2010.6.30_c.pdf

¹⁹ European Commission, DG Enterprise, Innovaccess, IP Awareness and Enforcement, Intellectual Property, A business tool for SMEs A Guide for the Textile and Clothing Industry, 2009.

http://www.innovaccess.eu/public_documents/textile-ingles.pdf

In China, a trade secret is defined as “valuable information that is not publicly known, and that the owner has taken steps to keep secret”. Trade secrets are only violated when another party has taken information that was explicitly kept confidential²⁰.

c. IP Guidelines and Best Practices for Specific CCI Sectors

Guidelines and examples of best practices have also been developed for a number of specific sectors within the cultural and creative industries and a number of sectors closely related to the CCIs. These tools are helpful as they tend to identify the problems faced by specific cultural and creative industries and provide them with more targeted advice and guidance.

The IP guidelines often refer to successful cases of IP protection and management that can serve as a model for other companies of the same sector. A number of the guidelines have been drafted by sector trade associations and are based on the business practices and experiences of their company members.

Below a number of examples are given:

Games industry

- The IGDA, International Game Developers Association, developed an Intellectual Property Rights White Paper²¹.

Book publishing sector:

- Best practices to facilitate permission licenses for the publishing industry, prepared by the Association of American Publishers (AAP)²².
- Case study of the Spanish Reproduction Rights Organization²³.

Fashion sector related industries:

- An IP guide on how to use IP as a business tool for SMEs in the textile and clothing industry was prepared in the framework of the IPEuropAware Project²⁴ of the European Commission. Similar IP guides were also produced for the leather industries²⁵ and the footwear industries²⁶.
- The China IPR SME Helpdesk produced a guide for textile companies operating in China²⁷.
- WIPO also published a guide on the smart use of IPR by textile companies²⁸.

²⁰ China IPR SME Helpdesk, *Guide to IPR Protection in China for the Textile Industry*. <http://www.china-iprhelpdesk.eu/media/docs/textiles%20guide.pdf>

²¹ IGDA, *Intellectual Property Rights White Paper*, October 2003

www.igda.org/sites/default/files/IGDA_IPRights_WhitePaper.pdf

²² http://www.publishers.org/main/HigherEducation/HigherEd_Comm/higherEd_Comm_01_02_01.htm

²³ WIPO, SMEs Division, Best Practices. http://www.wipo.int/sme/en/best_practices/cedro.htm

²⁴ European Commission, Intellectual Property, *A business tool for SMEs A Guide for the Textile and Clothing Industry*, December 2009. http://www.innovaccess.eu/public_documents/textile-ingles.pdf

²⁵ http://www.innovaccess.eu/public_documents/leather-ingles.pdf

²⁶ European Commission, Intellectual Property, *A business tool for SMEs: A Guide for the Footwear Industry*, December 2009.

http://www.innovaccess.eu/public_documents/footwear-ingles.pdf

²⁷ China IPR SME Helpdesk, *Guide to IPR Protection in China for the Textile Industry*. http://www.china-iprhelpdesk.eu/index.php?option=com_content&view=article&id=35&Itemid=8&lang=en

Crafts and visual arts sector:

- WIPO published a comprehensive guide for the crafts and visual arts sector²⁹.
- An IP guide for SMEs of the ceramic industries doing business in China was drafted by the China SME IPR Helpdesk³⁰.

d. Gaining local presence to facilitate the representation and protection of the IP rights

Some initiatives are being developed by individual Member States of the EU to provide European and Chinese SMEs in the CCI with a platform to work together and explore joint business opportunities. These platforms are conducive to business cooperation and help strengthen the protection of IP rights in China and the EU. An example of a platform recently set up by the DutchDFA (Dutch Design, Fashion and Architecture) is a workspace for designers in Shanghai³¹.

There is a need to further study the different possibilities for European and Chinese CCIs to cooperate in joint platforms such as for example creative hubs, incubators and clusters etc. It is outside the scope of this paper to give an overview of these potential platforms for CCIs.

5. Using Licensing Agreements to Exploit IP in the CCIs Sectors

IP owners have different options to exploit their IP rights such as the transfer/assignment of rights and the licensing of rights to users.

Among these possibilities the licensing of IP rights is an important strategic tool for business development for the CCIs in the EU and China. It is vital for CCIs wishing to start a new business, expand existing activities or enter foreign markets. In this paper we will only focus on the licensing agreements and give a short overview of general and specific model agreements that can be useful for the CCIs.

The CCIs use licensing agreements to authorize others to use their intellectual property under agreed terms and conditions. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty). Licensing agreements allow licensors to receive a steady stream of income and permit licensees to reproduce, distribute, publish, display and market various cultural and creative goods or services protected by IPRs.

²⁸ WIPO, *A Sticht in Time, Smart Use of Intellectual Property by Textile Companies*, Geneva 2005 http://www.wipo.int/sme/en/documents/guides/stitch_in_time.html

²⁹ International and Trade Centre and WIPO, *Marketing Crafts and Visual Arts: The Role of Intellectual Property, A practical guide*, Geneva, 2003. http://www.wipo.int/sme/en/documents/guides/marketing_crafts.html

³⁰ China IPR SME Helpdesk, *China IPR guide for European SMEs in the Ceramics industry*. http://www.china-iprhelpdesk.eu/index.php?option=com_content&view=article&id=35&Itemid=8&lang=en

³¹ <http://www.dutchdfa.nl/china/dutch-design-workspace>

The CCIs often make use of copyright licensing agreements and trademark licensing agreements (In this paper we will not focus on licensing of industrial designs). When negotiating a licensing agreement with a user, IP owners and their lawyers often refer to standard contracts published in legal journals, databases and hand or reference books.

In addition, a number of sectors of the CCIs have drafted specific model licensing contracts. A model agreement in a broad sense is a sample agreement to be used as a basis for an agreement in numerous situations³². Most of model contracts for the CCIs have been produced by collective management organisations in the copyright sector. A considerable number of model licensing contracts have been drafted by trade associations for companies to use when negotiating an agreement with a user on an individual basis. Most companies of the CCIs however still use their own contracts when negotiating a licensing agreement with a user.

These model contracts are useful for the CCIs and serve as tool for negotiating the terms and conditions of licensing agreements. They also allow SMEs to reduce the negotiation period, transaction costs, and legal fees and provide greater legal certainty.

Among a number of trade associations in the EU there is an increased interest in model agreements to license IP rights. To avoid problems with national and European competition rules model agreements are often being produced by independent legal experts and published in handbooks that can be purchased by all interested parties.

The SME Division of WIPO and a number of national IP offices in the EU Member States recommend SMEs doing business in a foreign country and negotiating a licensing agreement with a user to always consult a lawyer before signing such an agreement. Each country has its own IP legislation, deferring from country to country. For general reference WIPO has prepared a guide on secrets of intellectual property for small and medium-sized exporters³³. This guide outlines a number of the general provisions that should be included in a licensing agreement³⁴.

When negotiating licensing agreements, it is useful that CCIs get an overview of the IP rights that could be covered in the agreement, the commercial and financial considerations to take into account, and other elements such as obligations of the licensor and licensee, waivers, force majeure clauses, government regulations, dispute resolution and the terms of implementation, expiration and termination of the agreement.

a. Copyright Licensing Agreement

Copyright owners can manage their rights individually and negotiate licensing agreements with users. These agreements can be of an exclusive or non-exclusive nature.

³² <http://definitions.uslegal.com/m/model-agreement-law/>,

³³ International Trade Center/WIPO, *Secrets of Intellectual Property, A Guide for Small and Medium-Sized Exporters*, Geneva, 2003, p.85 http://www.wipo.int/sme/en/documents/guides/secrets_ip.html

³⁴ WIPO and ITC, *Exchanging Value, Negotiating Technology Licensing Agreements, A Training Manual*, Geneva 2005. http://www.wipo.int/sme/en/documents/guides/technology_licensing.html

³⁴ Licensing Executives Society International http://www.lesi.org/Article/Resources/Licensing_publications.html

In many cases copyright owners have a bundle of rights to exploit their copyrighted works and it is practically impossible for these right holders to individually license their rights in, for example musical works, dramatic works, printed works, sound recordings, performances and films, to all users. For these cases different types of collective management organisations have been set up to collectively manage the different rights and act on behalf of the copyright owners and negotiate licensing agreements with users.

Collective rights management enables right holders and users to jointly decrease transaction costs. Collective management organizations negotiate rates and terms of use with users, issue licenses authorizing uses, collect and distribute royalties. Individual owners of rights do not get directly involved in any of these steps. It is also convenient for users who do not have to track down individual rights holders for licensing purposes.

In particular for SMEs, who often do not have the resources to engage in time consuming and costly IP transactions, collective management organisations can act as facilitators for the negotiation of licensing agreements. They represent a one-stop-shop between the myriads of rights holders and users³⁵.

At this stage only three organisations for the collective administration of copyrights (OCACs) are legally allowed to operate in China: the Music Copyright Society of China (MCSC)³⁶ and the China Audio and Video Copyright Collective Management Association (CAVCA)³⁷ and the Images Copyright Society of China and the China Written Works Copyright Society (CWWCS)³⁸.

Where collective management organisations are not entrusted by law or individual right holders, licensing agreements need in general to be negotiated between the licensor and the licensee on an individual basis.

b. Model Agreements and Guides for Copyright Licensing Agreements

This section highlights some relevant examples of model agreements and guides that are used in different sectors of the CCIs to licensing the use of copyrights. The examples are not exhaustive and intend to provide a quick overview of a number of model agreements being used by the CCIs in the Member States of the EU.

Model licensing agreements are used a lot by collective management organisations that provide copyright licensing services for their members. Such organizations are often active globally, belonging to international such as:

³⁵ KEA, The Collective management of rights in Europe - The Quest for Efficiency, study prepared for the European Parliament, July 2006.

³⁶ MCSC deals with the administration of copyright in musical works, in particular the performing rights (including live performance and performing of recorded music), broadcasting rights and mechanical reproduction rights (including making of programmes for radio and TV, background music, audiovisual products and downloading from the internet etc.).

³⁷ The recently-approved CAVCA manages the rights of audiovisual works and sound recordings. Managed rights include right of reproduction, presentation, communication to the public through the internet, rental, performing, broadcasting, whether authorized by rights holders. CAVCA collects royalties from Karaoke for authors on behalf of MCSC.

³⁸ CWWCS is an affiliate member of IFFRO and collects royalties on behalf of authors who have had works published in magazine or such like. They have actively opposed the Google Book Settlement and are also taking litigation against Baidu. They aspire to become an active RRO but at this moment the Chinese Copyright Law does not allow for licensing of reprography.

- International Federation of Societies of Authors and Composers (CISAC)
- European Visual Artists (EVA)
- International Council of Graphic Design Associations (ICOGRADA)
- International Federation of Journalists (IFJ)
- International Federation Of Reproduction Rights Organisations (IFFRO)

CCIs that negotiate individually licensing agreements with users make less use of model agreements. These CCIs tend to use their own contracts. A number of European and national trade associations have drafted or published model IP licensing agreements for the benefit of IP owners in their sector. Below some examples of these model agreements have been listed.

A large number of the copyright and trademark offices, trade associations and companies contacted in the EU Member States were not aware of the existence of any model agreements to facilitate the negotiation of IP licensing agreements for the CCIs. However, a number of stakeholders mentioned that despite the absence of model agreements for IP licensing in their sector, the terms and conditions of the IP licensing contracts with users tended to be quite similar.

As mentioned above the costs of negotiating and concluding individual licensing agreements can be substantial. Licensing agreements can be complex and require a lot of work and time by both IP owners and users. Certain sectors of the CCIs and in particular collective management organisations have therefore developed model contracts to simplify the process.

Model agreements have also a number of benefits for CCIs that individually negotiate licensing agreements with users. The model agreements provide a framework for the parties to build on, reducing the number of issues to discuss, and thus shortening the negotiation process. These contracts are not intended to dictate terms to right owners and users, but rather to act as a neutral framework that minimises the additional effort required to reach a final agreement. The model contracts mentioned in this section are not a substitute for legal advice. They should only serve as inspiration and examples for both European and Chinese companies as they are often designed to only operate under local law and should not be used under the laws of any other jurisdiction.

A number of trade associations and companies contacted stated that it would be useful to have model agreements for IP licensing, in particular for SMEs wishing to do business with Chinese companies. Such model agreements could lead to an increase in trade opportunities with China for CCIs in the EU.

Below an overview is given of model agreements for IP licensing used in a number of sectors of the CCIs as well as guidelines on IP licensing.

Interactive Entertainment Games:

- TIGA, the trade association representing the UK's games industry, produced a handbook and model contract for commissioning interactive entertainment works³⁹. The model contract is a draft agreement governing the creation of a video game by a developer to be published by a publisher. It contains only the terms considered to be

³⁹ The handbook and model contract are only provided to TIGA members free of charge (it is also published in the Entertainment Law Handbook, see <http://www.sarassin.net/elh/>)

absolutely necessary in this type of agreement and addresses two separate models for owning the intellectual property rights in a game. In Model A, the developer retains all intellectual property rights in the game, and simply grants an exclusive licence to the publisher to exploit the game commercially. In Model B, the developer assigns all intellectual property rights in a game, except for certain technology and assets, to the publisher. This second model is very similar to the “work for hire” model often favoured by US publishers. The contract is not intended to dictate terms to developers and publishers, but rather to act as a neutral framework that minimises the additional effort required to reach a final agreement. This is an international model that can be used by companies doing business in other countries.

- TIGA has developed a model contract for subcontracting the development of game production components (for example audiovisual assets) and hopes in the near future to develop model contracts for model contracts for licensing of technology (such as “middleware” and other software). These two model contracts are considered to be in particular helpful for fostering business cooperation between the EU and China interactive games sector.
- The IGDA, International Game Developers’ Association, developed an Intellectual Property Rights White Paper⁴⁰. This paper also outlines a number of elements to be included in licensing agreements.

Music sector:

- BIEM (*Bureau International des Sociétés Gérant les droits d’enregistrement et de reproduction mécanique*) and IFPI (International Federation of the Phonographic Industry) negotiated a standard contract for the phonographic industry in 1975, covering discs, tapes and cassettes. The contract lays down the general terms and conditions under which record producers can use the repertoire of BIEM Member Societies on releases of audio-only recordings⁴¹.
- IFPI has drafted a model agreement for webcasting⁴².
- PPL UK, the music licensing company for phonographic performance in the UK, has produced standard model contracts for licensees⁴³ covering:
 - Traditional Radio Licence for UK commercial radio broadcasters
 - Standard Webcaster Licence for online radio services
 - Television Broadcaster Licence for TV broadcasters
 - Hard Disk Dubbing Licence for suppliers of background music
 - Tariff and Standard Terms and Conditions for pubs and cafes playing background music in public

These model contracts show how the system can work effectively. The annual charges are according to PPL modest and affordable but the revenue for performers and record companies is significant. The revenues also fund anti-piracy activities for their

⁴⁰ IGDA, International Game Developers Association, *Intellectual Property Rights White Paper*, October 2003.
www.igda.org/sites/default/files/IGDA_IPRights_WhitePaper.pdf

⁴¹ <http://www.biem.org/content.aspx?PageId=429&CountryId=0&SocietyId=0>

⁴² Contact www.ifpi.org for more information

⁴³ Contact PPL for copies of these model contracts <http://www.ppluk.com>

members. The PPL also uses a global repertoire database as one their most strategic IP business tool⁴⁴ to exploit IP rights on behalf of their members.

PPL has developed in China close relations with CAVA and CAVCA. They have however not progressed to a business partnership with these collective management organisations as in China there are no broadcasting and public performance rights for sound recordings⁴⁵.

- Association of Independent Music (AIM) in the UK published a guide called “Survival and Success in the Music Business”⁴⁶. This guide gives an overview of terms and conditions for standard contracts for independent record producers for signing artists, distribution, and licensing agreements. It also provides information on how to use these clauses⁴⁷.
- AIM has also produced the AIM E-Guide to Synchronization Licensing⁴⁸. This guide shows record labels how to maximize revenue from licensing their music to adverts, films, TV and games.
- SACEM, the French collecting society for authors, composers and music publishers (Société des auteurs, compositeurs et éditeurs de musique) has made available a model contract for commissioning an original musical work (music and/or song).⁴⁹

Visual arts sector:

- The UK Design and Artists Copyright Society (DACS) is art licensing agency for artists and visual creators in the UK and worldwide. They facilitate the legal use of the artistic works created by their members in exchange for payment. Their members are painters, sculptors, photographers, illustrators, printmakers, craftspeople, designers and architects. DACS also represents artists from other countries and provides a global licensing service through our partnerships with 32 agents in 27 countries. They offer among other examples of model contracts for TV licences and Image licences. They have no partnerships with agents in China.⁵⁰
- Bild Kunst, the German collecting society for visual arts, provides a list of model agreements for the copyright administration of two professional groups: fine art artists and photographers and designers⁵¹. They have not concluded any reciprocity agreements with China.

⁴⁴ <http://www.ppluk.com/repertoire>

⁴⁵ There are proposals going through the Chinese legislator, but it will take some time for these rights to be introduced into the Chinese copyright legislation.

⁴⁶ The guide can be purchased at <http://www.musicindie.com/home>

⁴⁷ Interview with Helen Smith, Executive Chair of IMPALA, the Independent Music Companies Association

⁴⁸ The guide can be purchased at <http://www.musicindie.com/resources/downloadable-ebooks/149>

⁴⁹ www.sesam.org/auteur/sacem.pdf

⁵⁰ <http://www.dacs.org.uk/index.php?m=2&s=2&c=11>

⁵¹ http://www.bildkunst.de/html/index_e.html

Audiovisual sector:

- The International Federation of Film Producers Associations (FIAPF) is planning to develop guidelines for contracts between film producers and performers as well as authors in the framework of WIPO⁵².
- ACT - the Association for Commercial Television does not have any model IP licensing agreements for commercial broadcasters. Large scale broadcasters often sign licensing agreements with small producers of TV programmes. Endemol is a Dutch company and the world's largest television production company - it owns the biggest catalogue of formats and is currently selling formats to Chinese companies. They use their own contracts and were not aware of any model IP licensing contracts being drafted by trade association representing the public or private broadcasters.
- AGICOA is an international collecting society that licenses the cable retransmission rights of film producers in more than thirty countries. It uses model agreements for the licensing of cable retransmission rights to users such as cable operators. These model agreements are never used as a direct copy-paste version but are always adjusted to take into account local legislation and also local business environment when negotiating licensing agreements with users. Some examples of these agreements are part of the General Licensing Agreement (GLA), which is a TV retransmission licensing agreement used by broadcasters, AGICOA and the local collecting societies of CISAC. AGICOA also uses the so-called "second licensing agreement", which is a TV retransmission licensing agreement used by AGICOA and the local CICA collecting societies - the retransmitted TV broadcasting organisations are not part of this agreement⁵³.
- The Belgian Society of Authors, Composers and Publishers (SABAM)⁵⁴ makes available model contracts for the use of the rights of their members. These are contracts between scriptwriters and producers, directors and producers, scriptwriters/directors and producers for the cinematographic adaptation of a book, for TV series between scriptwriters/authors of a concept and producers. They cover mainly the reproduction, communication to the public and distribution rights. There are also model contracts for literary publishing, music publishing and model contracts between the producer and the composer for the use of an original music composition in an audiovisual work.
- The Spanish Society for Audiovisual Authors (DAMA)⁵⁵ published a model contract between authors and producers of audiovisuals works for the exclusive transfer of the rights of the author to the producer.

⁵² http://www.fiapf.org/advocacy_trade.asp#

⁵³ Interview with Mr Helmut Koszuszeczek, Co-Managing Director, AGICOA.

⁵⁴ <http://www.sabam.be/fr/getpage.php?i=279>

⁵⁵ http://www.damautor.es/modelos_de_contrato.asp

Book Publishing

- UK Publishers Association - indicated that publishers in the UK use model IP licensing agreements that have been published in “Clark’s Publishing Agreements - *A Book of Precedents*”. This book covers the following agreements:
 - Educational, Academic, Scientific and Professional Book: Author - Publisher Agreement
 - Agreement for General Editor of a Book
 - Book Series Editor - Publisher Agreement
 - Academic Journal - Editor’s Agreement
 - Society-Owned Journal Publishing Agreement
 - Journal Contributor Agreements for Serial Rights
 - Translator’s Agreement
 - Agreement for Sale of Translation Rights
 - Same-Language Low Price Reprint Agreement
 - Illustration and Artwork Agreement
 - Packaging Rights Agreement
 - International Co-edition Agreement
 - Film, television and allied rights: Option and Assignment Agreements
 - Merchandising Rights Agreement
 - Licence to the Digital Media Producer to Utilise Existing Print Material in Carrier Form
 - Licence to Institution To make Existing Print Material Available by Local Networks to end Users within its Own Site
 - Licence to Institutions to Use Material Supplied in electronic Form
 - Online Access to Database Agreement
 - Website Content Distribution Agreement
- IFRRO - The International Federation of Reproduction Rights Organisations has published on its website two contract models for entering into licensing agreements, one granting non-exclusive rights⁵⁶ and the other one granting exclusive rights. IFRRO also developed a booklet called “[The Art of Copying](#)” which provides practical advice on the incorporation of visual material in reprographic legal schemes and licences.
- The UK Association of Illustrators published the guide “The Illustrator’s Guide to Law and Business Practice”⁵⁷, which includes advice on how to write a license agreement and get protected against exploitative practices.
- The UK Copyright Licensing Agency (CLA) published a Business Licence Application Pack⁵⁸ - an interactive pack that contains information on how to apply for a CLA Business Licence. The licence records the terms on which CLA, as agent for the Authors’ Licensing and Collecting Society Ltd, the Design & Artists Copyright Society Ltd, the Publishers Licensing Society Limited and various reproduction rights organisations overseas, grants a licence to businesses within the United Kingdom to make photocopies of, or otherwise reproduce, extracts from published material.

⁵⁶ <http://www.ifrro.org/node/1116>

⁵⁷ Stern Simon, *The Illustrator’s Guide to Law and Business Practice*, The Association of Illustrators, London, 2008.
<http://www.theaoi.com/>

⁵⁸ http://www.cla.co.uk/about/publications_and_submissions/

Architecture

- Model contracts are not common in the architecture sector, but a number of Architect Councils in Europe have published recommendations or instructions on how to draft IP clauses into contracts with clients. These clauses usually refer to provisions to protect the IP rights of architects.⁵⁹

c. Model Agreements and Guides for Licensing Agreements dealing also with Designs

- The UK's Design Business Association (DBA)⁶⁰ offers legal guides and standard contracts for its members. The legal guide aims at ensuring that their members are aware of the different IP rights in their creative work. The DBA also provides model IP licensing agreements. They tend to deal with the licensing of IP rights in the client's terms and conditions but have available model IP licences if their members decide to provide for this separately. They find that their members are generally put under a great deal of pressure to fully assign their rights in copyright works. Licensing will probably become more common with the increase in standard software used to produce and view computerised works.
- The Professional Designers' Association of Catalonia (ADP) has published a standard contract for its members as well as an explanatory handbook. Within the contract, the clause number 5 concerns intellectual property rights. The Association considers that making a standard contract available can be very helpful for designers. Most of them are freelancers or run small studios and therefore any model which is easy to understand can be useful for them.

The ADP advises its members to sign contracts protecting their designs. ADP also recommends that designers register their works in the Re-crea register for ideas and creations for stronger protection. Re-crea is a work registration system fostered by the Chamber of Commerce of Barcelona and the Barcelona Centre of Design. The handbook, published in 2007, has been very useful for the members who needed to consult a model contract as a basis to write their own contracts and did not know where they could get it⁶¹.

- In the UK, British Design Innovation (BDI)⁶² offers a standard "product design service contract" and a "graphic design service contract". It also provides with model of "product design standard terms of business" and "graphic design standard terms of business". Although these are not model contracts for licensing agreements, they can help designers protect their IP rights by including provisions on IP protection. BDI has made design agency/client model contracts available to encourage better relationships between both parties.

⁵⁹ Interview with Mr Enrique Jiménez, Legal Adviser of the Higher Council of Architects of Spain (*Consejo Superior de Colegios de Arquitectos de España*)

⁶⁰ <http://www.dba.org.uk/services/guides.asp>

⁶¹ Interview with Anna Calvera, Chairman of the ADP, <http://www.adp-barcelona.com/es/>

⁶² <http://www.britishdesigninnovation.org/index.php?page=newlook/pp>

Fashion/Textile

- Euratex, the European Textile and Clothing Confederation, developed a number of model contracts for their members. They also have a model penalty clause which they recommended their members to use when negotiating with potential clients⁶³.

d. Trademark licensing agreements

A trademark licensing agreement is an agreement by which a trademark owner permits another party to use its trademark. Licenses may include a variety of terms such as requiring periodic payments and limiting the ability of the licensor to grant licenses to other parties.

Most trademark owners that enter into a trademark licensing agreement tend to draw up their own contracts, possibly with the assistance of a lawyer. Model agreements are often used by their lawyers, for example ICC model for international trade mark license. This model licence addresses the situation where the owner of a well known trademark licenses the trademark to a company which will use it with respect to products other than those manufactured or sold by the licensor. See International Chamber of Commerce Model Trademark License⁶⁴.

WIPO offers a manual to trademark licensing, as part of its didactic tool called “IP panorama”. It includes four learning points that explain why trademark is a business tool, and teach the reader how to negotiate and manage a trademark license. It also indicates what kind of clauses should be integrated in a trademark licensing agreement and provides with a sample of a trademark license agreement⁶⁵.

No specific model agreements for licensing of trademarks in the CCI sector were found, as trademarks are IP rights that are not sector specific and can be used by all business sectors.

Below a case study on licensing of trademarks in the CCI sector is given:

Fashion and design

Pickwick fashion design for young people - An interesting case concerning the use of intellectual property in the fashion industry⁶⁶. The Italian company Pickwick strategically used its trademark to grow in the fashion industry. The owner created a trademark and added items that were particularly appealing for young people. Nowadays days, the company focuses on the management of the trademark and subcontracts the manufacturing.

⁶³ For further information, please contact <http://www.euratex.org/>

⁶⁴ International Chamber of Commerce <http://www.iccbooks.com/Product/ProductInfo.aspx?id=508&cid=81>

⁶⁵ WIPO, SMEs Division, Multimedia tool <http://www.wipo.int/sme/en/multimedia/>

⁶⁶ WIPO, *A Stitch in Time, Smart Use of Intellectual Property by Textile Companies*, Geneva, 2005, p. 10. http://www.wipo.int/sme/en/documents/guides/stitch_in_time.html

Annex 1: List of organisations consulted

By alphabetical order of organisation

ACT, Association of Commercial Television in Europe, Ross Biggam, Director General

ACT, Association of Commercial Television in Europe, Maxim Hauk, Legal Adviser

ADP, Association of Professional Designers of Catalonia Anna Calvera, Chairman

AIM, European Brands Association, Marie Patullo, Legal/Intellectual Property

AGICOA, Helmut Koszuszeczek, Co-Managing Director

Architects' Council of Europe, Adrian Joyce, Director

Association of Spanish Fashion Designers (*Asociación Creadores de Moda de España*), Lucía Cordeiro, CEO

Bayern Design, Silke Claus, Managing Director

BDI, British Design Innovation UK, Phil Gray, National Director

BEDA, The Bureau of European Design Associations Ann de Greef, Administrator

BNO, Association of Dutch Designers Rob Huisman, Director

BNO, Association of Dutch Designers Rita Van Hattum, Deputy Director

CISAC, International Confederation of Societies of Authors and Composers), Silvina Munich, Repertoires & Creators Relations Director

Czech Ministry for Culture, Kristina Magdolenova, Copyright Law Department

Danish Patent and Trademark Office, Marianne Helledi Knudsen, Principal Adviser, International Projects

DBA, Design Business Association UK, Sarah Dutton, Executive Assistant

Design Council UK, David Kester, CEO

DutchDFA, Dutch Design, Fashion, Architecture, Hester Swaving, Policy Manager

Dutch Design Desk GPRD, Vanessa E. de Groot, Matchmaker

EDC, European Design Centre, Ysbrand Derksen, Marketing and Communications

EDC, European Design Centre, Marija Popovic, Head European Projects

EGDF, European Games Developer Federation, Malte Behrmann, General Secretary

Endemol Asia, Arjen W.M. van Mierlo, CEO Asian Operations

Ericsson, Gunilla Moden, Vice President, Telefonaktiebolaget LM, Group Function Legal Affairs, Intellectual Property Rights

EURATEX, The European Apparel and Textile Confederation, Stéphanie Le Berre, Legal and Social Affairs

European Broadcasting Union, Nicola Frank, Head of European Affairs

European Commission, IPR Helpdesk, DG Enterprise

European Forum for Architectural Policies, Yvette Masson Zanussi, Director

Federation of European Publishers, Liv Vaisberg, Legal Adviser

FIAPF, International Federation of Film Producers Associations Benoit Ginisty, Director General

German Design Council, Carsten Schneider, Manager Research and Development

German Patent and Trademark Office, Hubert Rothe, Head of Division Information Services for the Public

Higher Council of Architects of Spain (*Consejo Superior de Colegios de Arquitectos de España*), Enrique Jiménez, Legal Adviser

ICC, International Chamber of Commerce, Marie-Dominique Fraidérik, Publication Sales & Copyright Administration, ICC Services

IFPI, International Federation of the Phonographic Industry, Xenia Iwazsko, Senior International Trade Adviser

IFSE, Interactive Software Federation of Europe David Sweeney, Senior legal counsel

IMPALA, the Independent Music Companies Association, Helen Smith, Executive Chair

INPI, Institut National de la Propriété Intellectuelle Jean Pierre Cardon, Regional delegate

INTA, International Trademark Association, Christina Sleszynska, Europe Representative

IP Wales, Andrew Beale, Director

MODINT, Trade association for fashion, interior design, carpets and textiles, Corien Beks, Policy Advisor Fashion

Nokia Corp., Jari Vaario, Director, Technology & Standards IP, Legal and Intellectual Property

Norwegian Design Council, Jan R. Stavik, Managing Director

Orgalime, Željko Pazin, Senior Adviser

PLS, Publishers Licensing Society UK Sarah Faulder, CEO

Portuguese Institute of Industrial Property, Marco Dinis, Head of Information and Promotion of Innovation Department

PPL UK, Dominic McGonigal, Director, Government Relations

The Publishers Association UK, Emma House, Trade & International Director

The Publishers Association UK, Hugh Jones, Copyright Counsel

Research In Motion, Claudia Tapia, Senior Legal Adviser, Patent & Standards Strategy

Sarassin LLP, legal and business affairs consultancy for the interactive entertainment industry, Vincent Scheurer, Director

Spanish Office for Patents and Trademarks, Pedro Cartagena, Technical Counsellor

Swiss Federal Institute of Intellectual Property, Pascal Fehlbaum, Head Legal Services, Patents & Designs

TIGA, Trade association representing the UK's games industry Richard Wilson, CEO

Toy Industries of Europe, Rachel Finnegan, Junior Communications Officer

UNIFAB, Paul Ranjard, Attorney at Law, Representative

WIPO, Guriqbal Singh Jaiya, Director, SMEs Division,

WIPO, Carole Croella, Counsellor, Copyright Law, Culture&Creative Industries Sector

Annex 2: List of resources consulted

IP Guidelines:

China IPR Helpdesk

China IPR guide for European SMEs in the Ceramics industry

Guide to IPR Protection in China for the Textile Industry

Protection of Online IPR in China

<http://www.china->

[iprhelpdesk.eu/index.php?option=com_content&view=article&id=35&Itemid=8&lang=en](http://www.china-iprhelpdesk.eu/index.php?option=com_content&view=article&id=35&Itemid=8&lang=en)

Focus on Copyright

Focus on Trademarks

Managing IP as a Business Asset

<http://www.china-iprhelpdesk.eu/>

European Commission

European Commission, DG Enterprise and Industry, *Making IPR work for SMEs: IPR enforcement expert group report*, 2009.

http://ec.europa.eu/enterprise/newsroom/cf/itemshortdetail.cfm?item_id=2502

European Commission, DG Enterprise, Innovaccess, IP Awareness and Enforcement, Intellectual Property, *A business tool for SMEs A Guide for the Textile and Clothing Industry*, 2009.

http://www.innovaccess.eu/handbooks_lang.html

European Commission, DG Enterprise, Innovaccess, IP Awareness and Enforcement, Intellectual Property, *A business tool for SMEs A Guide for the Footwear Industry*, 2009.

http://www.innovaccess.eu/public_documents/footwear-ingles.pdf

European Commission, DG Enterprise, Innovaccess, IP Awareness and Enforcement, Intellectual Property, *A business tool for SMEs A Guide for the Leather Industry*, 2009.

http://www.innovaccess.eu/public_documents/leather-ingles.pdf

European Commission, DG Enterprise and National IP Assistance Platforms, *Good Practice Guide, 10 pragmatic recommendations for a better integration of IP in your business*, 2003.

http://www.liip.org/NAP_page.php?page=4&lang=1

International Chamber of Commerce

ICC/BASCAP, Intellectual Property, *Guidelines for Businesses*, Paris, 2008

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International Trade Centre

International Trade Centre, *Model contracts for small firms: Legal Guidance for doing international business*, Geneva, 2010.

http://www.intracen.org/eshop/f_e_IP_Title.Asp?ID=41473&LN=EN

International and Trade Centre/WIPO, *Marketing Crafts and Visual Arts: The Role of Intellectual Property, A practical guide*, Geneva, 2003.

http://www.wipo.int/sme/en/documents/guides/marketing_crafts.html

International Trade Centre/WIPO, *Secrets of Intellectual Property, A Guide for Small and Medium-Sized Exporters*, Geneva, 2003.

http://www.wipo.int/sme/en/documents/guides/secrets_ip.html

International Trademark Association

International Trademark Association, *Trademark Basics, A guide for Business*, New York

<http://www.inta.org/TrademarkBasics/Documents/INTATMBasicsBrochure.pdf>

WIPO

WIPO, *A Sticht in Time, Smart Use of Intellectual Property by Textile Companies*, Geneva, 2005

http://www.wipo.int/sme/en/documents/guides/stitch_in_time.html

WIPO, Intellectual Property for Business Series 3, *Creative expression, An introduction to Copyright and Related Rights for SMEs*, Geneva, 2009.

http://www.wipo.int/sme/en/documents/guides/creative_expression.html

WIPO and International Trade Center, *Exchanging Value, Negotiating Technology Licensing Agreements, A Training Manual*, Geneva 2005.

http://www.wipo.int/sme/en/documents/guides/technology_licensing.html

Others

Copyright Licensing Agency, *Copyright and the Creative Industries, A guide to copyright and directory of related organisations*, London, November 2008.

http://www.cla.co.uk/about/publications_and_submissions/

French Directorate General for the Competitiveness of Industry and Services, *PME: pensez propriété intellectuelle! Pour mieux innover et entreprendre*, June 2010.

<http://www.industrie.gouv.fr/enjeux/pi/etudes.htm>

IGDA, International Game Developers Association, *Intellectual Property Rights White Paper*, October 2003.

www.igda.org/sites/default/files/IGDA_IPRights_WhitePaper.pdf

UK Trade & Investment, *Intellectual Property Rights Primer for China, A Guide for UK Companies*, June 2008.

www.ipo.gov.uk/ipr-guide-china.pdf

Studies, reports and books

BEALE, Andrew, *Annual Report 2002-2003, IP Wales*, Swansea, 2003.

European Commission, *Green paper on unlocking the potential of the cultural and creative industries*, 2010.

KEA European Affairs, *The Collective management of rights in Europe - The Quest for Efficiency*, study prepared for the European Parliament, July 2006.

KEA European Affairs, *Mapping the Cultural and Creative Sectors in the EU and China*, January 2011.

OWEN, Lynette (ed.), *Clark's Publishing Agreements- A Book of Precedents*, Bloomsbury Professional, West Sussex, 2010.

VEROW, Richard et al., *Entertainment Law Handbook*, The Law Society, London, March 2007.

WIPO, "Intellectual Property Rights and Exports: Avoiding Common Pitfalls", *WIPO Magazine*, Sep./Oct. 2004, p. 2-5.

WIPO, *WIPO and Small and Medium-Sized Enterprises*, Regional Meeting of Heads of Industrial Property Offices of Latin America, Quito, November 5 and 6 2001.

Online resources

AAP, Association of American Publishers
www.publishers.org.

ADP, Association of Professional Designers
<http://www.adp-barcelona.com/es/>

AGICOA, *Association of International Collective Management of Audiovisual Works*
<http://www.agicoa.org/>

AIM, The Association of Independent Music
<http://www.musicindie.com/home>

AOI, Association of Illustrators UK
<http://www.theaoi.com/>

BDI, British Design Innovation
<http://www.britishdesigninnovation.org/>

BIEM, International Organisation Representing Mechanical Rights Societies
<http://www.biem.org/content.aspx?PagelId=429&CountryId=0&SocietyId=0>

BILD-KUNST, Collecting society providing copyright protection for artists, photographers and graphic designers, Germany
<http://www.bildkunst.de/>

Business link UK
<http://www.businesslink.gov.uk/>

DACS, The Design and Artists Copyright Society, UK
<http://www.dacs.org.uk/>

DAMA, Derechos de autor de medios audiovisuales
<http://www.damautor.es/>

DBA, Design Business Association UK
<http://www.dba.org.uk/services/guides.asp>

Dutch Design Fashion Architecture
<http://www.dutchdfa.nl/china/dutch-design-workspace>

ESA, Entertainment Software Association
www.theesa.com.

EURATEX, The European Apparel and Textile Confederation
<http://www.euratex.org/>

Federation of European Photographers
<http://www.europeanphotographers.eu>

FIAPF, International Federation of Film Producers Associations
http://www.fiapf.org/advocacy_trade.asp#

ICC, International Chamber of Commerce
<http://www.iccbooks.com/>

IFRRO, International Federation of Reproduction Rights Organisations
<http://www.ifrro.org/>

IFTA, The Independent Film & Television Alliance
www.ifta-online.org.

IIPA, International Intellectual Property Alliance
<http://www.iipa.com/aboutiipa.html>

IMPALA, Independent Music Companies Association
<http://www.impalamusic.org/>

IP Wales Business Support UK
<http://www.swansea.ac.uk/law/professional/ipwales/>

LESI, Licensing Executives Society International
http://www.lesi.org/Article/Resources/Licensing_publications.html

NMPA, National Music Publishers Association
<http://www.nmpa.org/links/index.asp#i>

PPL, Phonographic Performance Limited, UK
<http://www.ppluk.com/repertoire>

RIAA, Recording Industry Association of America
<http://www.riaa.com/keystatistics.php>

SABAM, Société Belge des Auteurs, Compositeurs et Editeurs
<http://www.sabam.be/>

SGAE, Sociedad General de Autores y Editores
<http://www.sgae.es/>

WIPO, Communications, IP advantage
<http://www.wipo.int/ipadvantage/en/details.jsp?id=2626>

WIPO, Ecommerce
<http://ecommerce.wipo.int/databases/trademark/index.html>

WIPO, SMEs Division
<http://www.wipo.int/sme/en/>

IPR2 is a partnership project between the European Union and the People's Republic of China on the protection and enforcement of intellectual property rights in China.

For further information visit www.ipr2.org or contact info@ipr2.org.



The European Patent Office (EPO) is the European implementing organisation for IPR2, and draws on expertise from its Member States in specific fields and the Office for Harmonisation in the Internal Market (OHIM) on trademark and design.

www.epo.org
www.oami.europa.eu



The Ministry of Commerce (MOFCOM) is the IPR2 Chinese implementing organisation.

www.mofcom.gov.cn
www.ipr.gov.cn



Produced with the assistance of the European Union.