

LETTER OF UNDERSTANDING BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

AND

THE NATIONAL COUNCIL TO COMBAT PIRACY AND CRIMES AGAINST INTELLECTUAL PROPERTY (Conselho Nacional de Combate à Pirataria e aos Delitos Contra a Propriedade Intelectual) (CNCP)

REGARDING THE PROVISION OF DATA TO THE WIPO BUILDING RESPECT FOR INTELLECTUAL PROPERTY DATA-SHARING PLATFORM

The World Intellectual Property Organization ("WIPO"), having its headquarters in Geneva, Switzerland and the National Council to Combat Piracy and Crimes Against Intellectual Property ("Authorized Contributor"), located in Brasília, Brasil, hereinafter referred to collectively as "the Parties" and individually as "Party",

Recognizing that the objective of WIPO is to promote the protection of intellectual property, including copyright and related rights, throughout the world through international cooperation;

Recognizing the desirability of preventing the infringement of intellectual property rights by reasonable and proportionate means other than legal proceedings;

Noting that Member States of WIPO have established or encouraged the establishment of systems for compiling and disseminating lists of web sites which are reasonably suspected of infringing intellectual property rights, with a view to reducing the revenues obtained by the operators of such web sites from legitimate advertising;

Having regard to the establishment of the WIPO Building Respect for Intellectual Property (BRIP) data-sharing platform, which is designed to facilitate the coordination of such systems at international level;

The Parties have entered into this Letter of Understanding (LoU) to govern their cooperation in building respect for intellectual property.

Article 1: Definitions

The following definitions shall apply:

- 1.1 *Authorized User* a person permitted to access the Platform as provided for in Article 4.
- 1.2 *Authorized Contributor* a person authorized to make available a National List on the Platform.
- 1.3 *Site of Concern* an online location which is reasonably suspected by an Authorized Contributor of deliberately infringing or facilitating the infringement of copyright and related rights, whether in its country of establishment or elsewhere.

1.4 *Internet Address* a domain name, Uniform Resource Locator or Internet Protocol (IP) address.

1.5 *National List* a list of Internet Addresses of Sites of Concern compiled by or with the approval of an Authorized Contributor.

1.6 *Platform* the database platform operated by WIPO as described in Article 2.

Article 2: Description of the Platform

2.1 WIPO makes available to its Member States an online system for sharing data relating to Sites of Concern with a view to enabling Authorized Users to determine whether to place advertisements on such sites (the Platform).

2.2 The Platform consists of a secure web site to which Authorized Contributors may upload National Lists with a view to their being made available to Authorized Users.

2.3 The Platform is so configured as to permit each Authorized User to determine which National Lists shall be aggregated and communicated to it.

Article 3: Authorized Contributor

3.1 WIPO will make available to the Authorized Contributor an automated facility for the uploading of a National List to the Platform and the updating of such list.

3.2 Notwithstanding Article 3.1, the Authorized Contributor shall be at liberty to submit or update a National List by sending it to WIPO by email in the form of a spreadsheet. In such case, WIPO will upload the National List to the Platform.

3.3 The Authorized Contributor shall ensure that any National List supplied by it to the Platform contains only Internet Addresses of Sites of Concern and will promptly update its National List to remove any Internet Address the inclusion of which in the opinion of the Authorized Contributor is not justified or has ceased to be so.

3.4 In order to formulate and update the National List, the Authorized Contributor may use lists formulated by other national public institutions.

Article 4: Authorized Users

4.1 WIPO will grant access to the Platform only to users which have agreed to the terms of a User Agreement providing that the National Lists shall be used exclusively for the purpose of building respect for intellectual property. Such User Agreement shall be substantially in the form set out in the Annex to this LoU.

4.2 WIPO shall make available to the Authorized Contributor on request a list of the Authorized Users which have access to its National List. The Authorized Contributor may request WIPO to prevent or discontinue the making available of its National List to any person notified by it to WIPO. In such case, WIPO shall promptly implement the request.

Article 5: Promotion

The Authorized Contributor will consider any request made to it by WIPO for assistance in publicizing the Platform. WIPO will seek to assist the Authorized Contributor in any activities it may undertake to promote the use of the Platform to potential users.

Article 6: Points of Contact

The Parties will notify one another of the name and contact details of an individual who will be responsible for receiving communications relating to the implementation of this LoU and will notify one another promptly in case those details require to be amended.

Article 7: Cost

The Parties shall be responsible for their own costs in performing the terms of this LoU.

Article 8: Disclaimer

8.1 WIPO does not warrant that the Platform will be continuously available or error-free. WIPO will use all reasonable endeavors to keep the Platform free of viruses by using industry standard virus checking programs but do not otherwise warrant that the Platform will be free of viruses or other harmful components.

8.2 Under no circumstances (including, but not limited to negligence) will WIPO or its staff members, employees or consultants, be liable for:

- (a) any inaccuracy or incompleteness of the Platform; or
- (b) any direct, special, indirect or punitive damages, including, but not limited to loss of data, that result from the use of, or the inability to use, the Platform, or that otherwise arise in relation to the Platform.

Article 9: Privileges and Immunities

Nothing in this LoU shall be deemed a waiver of any of the privileges and immunities of WIPO, as an international organization and specialized agency of the United Nations.

Article 10: Complaints

10.1 WIPO will promptly forward to the point of contact specified by the Authorized Contributor pursuant to Article 6 any request or complaint received by it from any person allegedly aggrieved by the inclusion of a particular Internet Address in the National List submitted by the Authorized Contributor.

10.2 The Authorized Contributor will promptly take such action as it thinks fit in response to any such request or complaint, in accordance with its domestic arrangements.

10.3 When any complaints are brought against WIPO regarding an alleged liability, WIPO may invite the complainant to submit their claim to arbitration in accordance with the United Nations Commission for International Trade Law (UNCITRAL) arbitration rules then in force. In the event of such legal proceedings, the Authorized Contributor shall provide WIPO with any reasonable assistance requested by WIPO. In the event that WIPO is held liable to the complainant due to the

contents of the National List provided by the Authorized Contributor, the Authorized Contributor shall indemnify and exempt WIPO from such liability.

10.4 If the complaint is due to the completion of the National List in accordance with Article 3.4, the Authorized Contributor may request all reasonable assistance from the national public institution submitting the list, which shall be liable for any compensation to WIPO and the Authorized Contributor itself.

Article 11: Dispute Settlement

11.1 Any dispute between the Parties regarding the arrangements set out in this LoU shall be settled amicably through negotiation between the Parties.

11.2 Any dispute, unless settled amicably, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Geneva, Switzerland. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute.

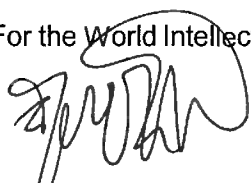
Article 12: Entry Into Force, Termination and Amendment

12.1 This LoU will take effect upon signature by both Parties and may be terminated on 90 days' written notice. In case of termination, WIPO shall no longer make available the Authorized Contributor's National List on the Platform and shall delete from the Platform all data made available by the Authorized Contributor prior to the effective date of termination.

12.2 This LoU may be amended by mutual consent of the Parties expressed in an exchange of letters specifying the date of entry into force of the amendment concerned.

Signed:

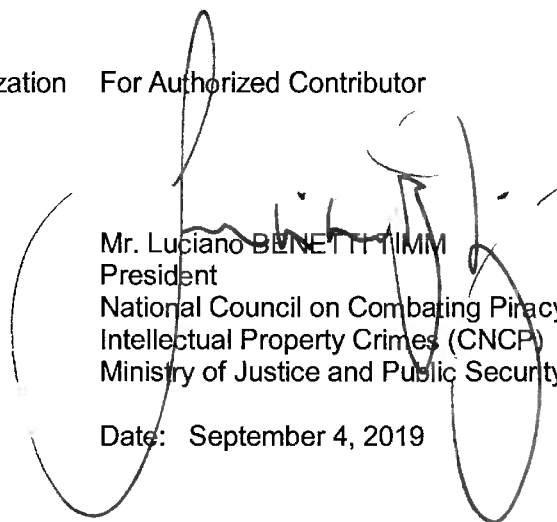
For the World Intellectual Property Organization



Mr. Minelik Alemu GETAHUN
Assistant Director General
Global Issues Sector
World Intellectual Property Organization

Date: September 4, 2019

For Authorized Contributor



Mr. Luciano BENETTI TIMM
President
National Council on Combating Piracy and
Intellectual Property Crimes (CNCP)
Ministry of Justice and Public Security

Date: September 4, 2019