

IAM-HKMC SYMPOSIUM

27-30 OCTOBER 2020

AGREEMENT ON OWNERSHIP AND USE OF ZOOM RECORDINGS

THIS AGREEMENT is made on [date] between the International Academy of Mediators (IAM) and the Hong Kong Mediation Council (a division of the Hong Kong International Arbitration Centre) (HKMC) (collectively, the “Parties”) on the following terms.

RECITALS

1. On 27 to 30 October 2020, the IAM-HKMC Symposium (the “Symposium”) entitled “*International Commercial Mediation in Asia: The Essentials for the Way Forward*” was held online via ZOOM and broadcast to an international audience from the host computers of the Hong Kong International Arbitration Centre.
2. The Symposium featured over 30 speakers from three continents and attracted an audience turnover of over 900. Altogether six sessions (called “Capsules”) were held, each lasting for about 90 to 120 mins.
3. A summary of the Capsules is as follows:

Capsule	Title	Date/ time (Hong Kong)
1	The interface between mediation, arbitration and litigation in resolving international commercial disputes*	27 October 2020 10:00 – 11:45
2	International Commercial Mediation: a model for Asia	27 October 2020 12:45 – 14:15
3	The UN Convention on International Settlement Agreements Resulting from Mediation: pathway and obstacles to implementation	28 October 2020 17:00 – 18:30
4	How mediation becomes developed within both the legal system and society, and what the practice of mediation has taught us – a European perspective	28 October 2020 19:00 – 20:30
5	Manipulative Advocates....How to Respond?	29 October 2020 09:00 – 10:30
6	The Challenges and Opportunities which Lie Ahead for Mediators in a post-Covid World"	30 October 2020 09:00 – 10:30

** excluding the Keynote Speech by the Chief Justice of Hong Kong*

4. The Symposium was a joint effort on the part of IAM and HKMC pursuant to an agreement to co-organise in the event, and to share in any resulting profits and losses, in equal parts.
5. As originally conceived, the Symposium was intended to be a physical event to be held at the Harbour Grand Hong Kong in 2019. Due to various external circumstances, it had to be postponed to October 2020, and the Parties agreed to change the format of the event from in-person to virtual (via ZOOM).
6. The purpose of this Agreement is to confirm the understanding the Parties with regard to the legal ownership of copyright in the ZOOM recordings of the Capsules (“**Recordings**”) made by HKMC and to establish a common policy for licensing the use of the Recordings to third parties.

AGREEMENT ON OWNERSHIP OF COPYRIGHT

7. The Parties hereby acknowledge and agree that ownership of the copyright subsisting in the Recordings vests jointly in IAM and HKMC.
8. For the purpose of this Agreement, Recordings include any edited version of the original ZOOM recordings that are necessary or expedient to render them fit for further dissemination, training or any other purpose that the Parties may agree to be appropriate.
9. Neither Party may rent, sell, license, assign or otherwise dispose of the copyright in any of the Recordings or any legal or equitable interest therein save in accordance with the terms of this Agreement or with the other’s consent in writing.
10. The Parties hereby waive any moral rights belonging to them in relation to the Recordings.

USE OF RECORDINGS

11. The Parties agree jointly to grant a licence to the users listed in Schedule 1 hereto to view all of the Recordings subject to the following general terms and conditions:
 - (1) The Recordings can only be accessed for one-time viewing via streaming platforms (such as Youtube). No copies may be made or downloaded by the users for storage on their own devices on a permanent basis for any subsequent use or viewing. The users must also agree not to forward the link to any other person.
 - (2) The period of downloading shall be limited to the time set out in Schedule 1.
 - (3) Neither IAM nor HKMC may charge the users any fee or monetary compensation in return for the grant of a licence.
12. The Parties shall each have the right to use the Recordings or any part(s) thereof for the purposes of general promotion of their respective organisations on their own websites or elsewhere without limitation of time, subject to the restriction in paragraph 11(1) above.
13. Neither Party is entitled to charge the other any compensation for the grant of licences to parties specified in Schedule 1 or for the use of the Recordings contemplated in paragraph 12 above.
14. Any use not contemplated by the terms of this Agreement shall be negotiated and agreed on a case-by-case basis by the Parties.

GOVERNING LAW

15. This Agreement shall be governed by the laws of Hong Kong.
16. The Parties agree to submit any dispute arising from or in connection with this Agreement in the first instance to mediation, failing which, to binding arbitration by a single arbitrator under the UNCITRAL Rules of Arbitration currently in force. The seat of arbitration is London. In the absence of agreement the sole arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators in London.

Signed

Name

For and on behalf of International Academy of Mediators

Date :

Signed

Name

For and on behalf of Hong Kong Mediation Council

Date :

SCHEDULE 1

Licensees	Duration of licence
<i>Group 1</i>	
<ul style="list-style-type: none">• Members of IAM• Members of HKIAC Users' Council• Registrants (paid or unpaid) for any of the Capsules• All speakers and moderators of the Capsules• All sponsors of the Capsules and their nominated clients, associates or colleagues	2 months from receipt of the online link
<i>Group 2</i>	
<ul style="list-style-type: none">• Anyone upon request (to be granted by agreement of the Parties)	2 months commencing from 1 January 2021