



US ISRC Manager Terms and Conditions

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1. Scope

These terms and conditions apply to ISRC Managers appointed by Recording Industry Association of America, as the US ISRC Registration Agency (“RIAA” or “US ISRC Registration Agency”). By submitting your application to be an ISRC Manager to RIAA, you agree that, if RIAA, as the US ISRC Registration Agency, accepts your application to be and appoints you as an ISRC Manager (or renews your appointment to be an ISRC Manager), you will comply with these terms and conditions.

2. Background

The specification for the International Standard Recording Code is published by the International Organization for Standardization (“ISO”) as ISO 3901. The most recent edition of the standard is ISO 3901:2019.

ISO appoints the Registration Authority for ISRC and, following the publication of ISO 3901:2019, it reappointed the International Federation of the Phonographic Industry (“IFPI”) to the role of International ISRC Registration Authority. The International ISRC Registration Authority has appointed the RIAA to act as the US ISRC Registration Agency.

The International ISRC Registration Authority allows certain third parties to be authorized as ISRC Managers to assign codes on behalf of owners. The International ISRC Registration Authority’s Bulletin 2009/03 sets out the framework for this program and in the US, the appointment of such ISRC Managers is delegated to the US ISRC Registration Agency.

3. Eligibility

To be eligible for appointment as an ISRC Manager by the US ISRC Registration Agency, you must:

- (i) be doing business and based within the United States or its territories;
- (ii) provide a value added service in connection with the assignment of ISRC codes for the recordings or music videos of others, as described in Section 4 below; and

(iii) absent exceptional circumstances, have no history of issuing invalid ISRC codes, of infringing copyrights, fraud or similar malfeasance, and not engage in such activities during the appointment as an ISRC Manager.

You represent, warrant and covenant that you satisfy and will continue to satisfy this eligibility criteria for the length of your appointment as an ISRC Manager. You acknowledge that your appointment may be withdrawn immediately if the US ISRC Registration Agency becomes aware at any time that you have failed to satisfy such eligibility criteria.

4. ISRC Managers must provide added value services

Unless otherwise approved by the US ISRC Registration Agency in exceptional circumstances in a separate written agreement, you, as an ISRC Manager, will provide the added value services set forth in your application in connection with any ISRC codes you assign for any recording or music video not owned or exclusively licensed by you. The added value service must relate to the creation, content aggregation, marketing, or distribution of recordings or music videos, such as providing a studio for the creation of recordings or music videos, or providing recording or music video aggregation or distribution services.

5. ISRC Manager Tiers

a. *Low Volume ISRC Manager.* If you, as an ISRC Manager, plan on assigning ISRC codes for recordings or music videos in volumes of up to 10,000 ISRCs per year, you will be deemed to be a Low Volume ISRC Manager.

b. *High Volume ISRC Manager.* If you, as an ISRC Manager, plan on assigning ISRC codes for recordings or music videos in excess of 10,000 ISRCs per year, you will be deemed a High Volume ISRC Manager.

6. Rights and Responsibilities

a. *Rights.* As an ISRC Manager, you:

(i) will be permitted to assign ISRCs on behalf of owners of sound recordings or music videos who have authorized you, as an ISRC Manager, to make such assignment on their behalf, provided that you follow the procedures in Bulletin 2009/03 and the other requirements set out in the ISRC Handbook, any other applicable ISRC Bulletins and these terms and conditions. You should refer to the Bulletin 2009/03 for full information, noting that the US implements only the “Standing Registrant Code” in clause 4.2. The “Exclusive Registrant Code” is not implemented in the US; and

(ii) for so long as you are an ISRC Manager in good standing, may hold yourself out as an ISRC Manager appointed by the US ISRC Registration Agency. You acknowledge that any appointment of an ISRC Manager is non-exclusive.

b. *Responsibilities:* As an ISRC Manager, you represent, warrant and covenant that you will:

(i) have obtained the owner's permission to assign an ISRC for the recording or music video on the owner's behalf prior to assigning the ISRC for that recording or music video;

(ii) For each recording and music video, verify that an ISRC has not already been assigned to that recording or music video, and

(a) if an ISRC has already been assigned to that recording or music video, you will not assign a new ISRC to such recording or music video, even if ownership, distribution or licensing has changed, and instead use the existing ISRC assigned to that recording or music video in connection with any services you provide in connection with that recording or music video; or

(b) if an ISRC has not been assigned to that recording or music video, you will ensure that any ISRC that you assign to that recording or music video will (x) not use any ISRC prefix(es) not assigned to you, (y) be assigned in a manner that complies with the requirements and procedures set forth in Bulletin 2009/03, the ISRC Handbook, any other applicable ISRC Bulletins and these terms and conditions, and (z) you will not assign that ISRC code to any other recording or music video;

(iii) accurately identify the number of ISRC codes you anticipate assigning in the upcoming or then current ISRC fiscal year, as applicable, and promptly notify the US ISRC Registration Agency if you anticipate exceeding your reported volume of ISRC codes assigned in the then current fiscal year;

(iv) keep good records of the ISRCs assigned, including at least the identity of the rights owner on whose behalf the ISRC was assigned and the metadata of the corresponding recordings or music videos, and provide such information to the owner of the corresponding recording/s and music videos;

(v) submit to SoundExchange (which has been designated as the authoritative source for ISRC data in the US and operates a lookup service for ISRCs) or to any other entity designated by RIAA or IFPI as the repository for ISRC data, the ISRC data that you assign or have assigned (ISRC Data), including but not limited to: ISRC Code, Recording Artist, Recording Title, Version Title, Year of Production, Duration, Content Type (audio or video) and Explicit Flag. Such data must be submitted on a quarterly or yearly basis (if quarterly is not practical), but preferably on a daily or weekly basis;

(vi) promptly notify the US ISRC Registration Agency if any of the information contained in your application is or becomes inaccurate, including providing up to date and accurate contact information for you to the US ISRC Registration Agency;

(vii) not hold yourself out as an ISRC agency, ISRC registrar, or ISRC registration authority, nor suggest that you are the exclusive or sole provider of ISRC assignments;

(viii) perform your activities hereunder (including without limitation with respect to any value added services provided) (a) in a professional, reasonable, non-discriminatory, and workmanlike manner, (b) in a manner that upholds the goodwill, authenticity, and reputation of the ISRC process, database/s, and the US ISRC Registration Agency and the International ISRC Registration Authority, and (c) in a manner that at all times complies with all applicable laws, rules and regulations;

(ix) comply with all reasonable requests for information or assistance, or requests to audit your practices, to assess compliance with the ISRC Handbook and the terms of your appointment as an ISRC Manager; and

(x) Comply with all other procedures and requirements set forth in the Bulletin 2009/03, the ISRC Handbook, any other applicable ISRC Bulletins and these terms and conditions.

7. Initial Term and Renewals

a. *ISRC Fiscal Year.* Appointment as an ISRC Manager is based on the ISRC fiscal year of September 1 to August 31.

b. *Initial Term.* The initial term of your appointment as an ISRC Manager shall run from the date your application is accepted through the end of the then current ISRC fiscal year.

c. *Renewals.* The US ISRC Registration Agency will contact you, if you are in good standing as an ISRC Manager, before September of each year and request a report on assignments in the current year, and a projection of usage in the following year so that an invoice can be issued, along with other information, including your certification to the then current terms for an ISRC Manager. If the US Registration Agency receives this information, along with the requisite fees, your appointment will be renewed for the following ISRC fiscal year. Failure to provide prompt and accurate information or payment of the requisite fees will result in non-renewal and/or termination of your appointment as an ISRC Manager, as applicable.

8. Fees

a. *Annual Fees.* You agree to pay the following annual, non-refundable fees in advance within 30 days of receipt of invoice:

(i) If you are a Low Volume ISRC Manager - \$200 per block of 1000 codes per year, up to \$2,000 for 10,000 codes per year. (If a Low Volume ISRC Manager wishes to assign more than 10,000 codes per year, they should apply to be a High Volume ISRC Manager).

(ii) If you are a High Volume ISRC Manager - \$2000 per block of 100,000 codes per year for the first 10 blocks (blocks 1 to 10) , \$1000 per block of 100,000 codes per year for the next 10 blocks (blocks 11 to 20), and \$500 per block of 100,000 codes per year for any further blocks of 100,000 codes.

The US ISRC Registration Agency reserves the right to adjust the fees as the US ISRC Registration Agency deems necessary to reflect changes in the cost of administering the ISRC system. The US ISRC Registration Agency will give existing ISRC Managers at least 30 days prior written notice of any such fee adjustments.

b. *Partial Year.* Applications to act as an ISRC Manager which are accepted during the then current ISRC fiscal year (as set forth in Section 7(a) above) will be treated as follows:

(i) if you are a Low Volume ISRC Manager, the full fee will be due and payable on application, renewable the following September 1; and

(ii) if you are a High Volume ISRC Manager, and you apply between June 1st and August 31st, the fee will be reduced by 50% for that fiscal year.

c. *Changed Circumstances.* If you, (i) as a Low Volume ISRC Manager, assign more ISRC codes than you have paid for in a given ISRC fiscal year, you will promptly report the overage to the US ISRC Registration Agency, and you will pay all additional, non-refundable fees that apply in connection with such overage, or (ii) as a High Volume ISRC Manager, need an additional block of 100,000 ISRC codes, you will request an additional ISRC prefix from the US ISRC Registration Agency, and if approved, you agree to pay in advance the non-refundable fees for such additional code block.

d. *Reporting.* If you are a Low Volume ISRC Manager, you agree to submit to the US ISRC Registration Agency, on an annual basis, a list of all ISRCs assigned for clients in the previous year so that the US ISRC Registration Agency can confirm that you have not exceeded your annual allotment of codes. This submission is solely for the purpose of ensuring compliance with the assignment limit and is in addition to your obligations set forth in Section 6 above.

e. *Audit.* The US ISRC Registration Agency shall have the right to audit your activities as an ISRC Manager hereunder upon written notice to you. If the audit shows an underpayment or over-assignment in excess of 5%, you shall pay for the cost of the audit.

9. Future Changes

The ISRC standard (ISO 3901:2019) includes a mechanism explicitly aimed at the assignment of codes by the current ISRC Managers known as “automated assignment”. If the International ISRC Registration Authority elects to implement automated assignment under this ISRC standard, you agree to cooperate and work with the US ISRC Registration Agency to promptly implement such automated assignment procedures in connection with your assignment of ISRC codes.

10. Termination

a. *Termination.* The US ISRC Registration Agency may terminate your appointment as an ISRC Manager at any time upon notice if (i) the US ISRC Registration Agency becomes aware at any time that you have failed to satisfy the eligibility criteria for an ISRC Manager; (ii) you fail to comply with any other of these terms and conditions, and do not correct such failure within thirty (30) days notice of such failure; (iii) you take any action or inaction that in the US ISRC Registration Agency’s determination, harms or threatens the goodwill, authenticity, security or reputation of the ISRC system or processes, ISRC codes, or any industry ISRC databases; (iv) ISO withdraws ISO 3901 as a standard; or (v) RIAA is no longer serving as the US ISRC Registration agency. You may terminate your appointment as an ISRC Manager for your convenience upon seven (7) days written notice to RIAA. All fees are non-refundable upon termination for any reason.

d. *Effect of Termination.* Upon termination or if you cease acting as an ISRC Manager for any reason, you will immediately (i) supply to the US ISRC Registration Agency, or to any entity designated by the US ISRC Registration Agency, the ISRC Data (as described in Section 6 above) for any ISRCs you have assigned and (ii) cease acting as and holding yourself out as an ISRC Manager. Parties purporting to assign ISRC codes to owners without appointment by the International ISRC Registration Authority, the US ISRC Registration Agency or another authorized national ISRC registration agency, are assigning

invalid codes and where these are detected, they may also be notified to other ISRC system users. This Section, Section 8(e), and Section 11 shall survive termination or expiration of your appointment as an ISRC Manager.

11. Other Terms and Conditions

a. *Indemnification.* You, as an ISRC Manager, are solely responsible for your actions or inactions as an ISRC Manager. You agree to indemnify, defend, and hold harmless the RIAA, as the US ISRC Registration Agency, and IFPI, as the International ISRC Registration Authority, against any claim or demand arising from or related to your actions or inactions as an ISRC Manager or in connection with this Agreement.

b. *Governing Law.* These terms shall be governed by the laws of the District of Columbia. Any disputes concerning these terms must be brought in the courts in the District of Columbia.

c. *Amendments.* RIAA may amend these terms and conditions at any time upon 30 days written notice to you. If you continue to act as an ISRC Manager after such notice period has expired, you agree that the amended terms and conditions will apply to you.

12. Contact Information

You may contact the US ISRC Registration Agency at follows:

US ISRC Registration Agency
Recording Industry Association of America
1000 F Street NW, 2nd Floor Washington, DC 20004
isrc@riaa.com