

GENERAL CONDITIONS OF WNS PARTICIPATION

1 APPLICABILITY

- 1.1 These General Conditions govern the relationship between the Universal Postal Union (UPU) and the stamp-issuing postal authorities of UPU member countries, or of the territories attached to them (Article 6 of Universal Postal Convention), that have agreed to participate in the WADP1 Numbering System, known as WNS2. Postage stamps officially issued by the United Nations are also accepted by the system.
- 1.2 These authorities have signed a "WNS agreement" annexed to these General Conditions (WNS 01), and are referred to hereinafter as "WNS participants".
- 1.3 The WNS participation agreement comprises these General Conditions and the forms WNS01, WNS02, WNS03 and WNS04, the duly signed participation agreement, and any amendments or supplementary agreements.
- 1.4 In signing the participation agreement, the WNS participant is deemed to have accepted these General Conditions and agrees to adhere to all conditions, obligations and procedures applicable to the WNS, as described in these General Conditions and the forms or any revised version thereof.

2 SERVICES

- 2.1 The WNS comprises a central database for registration of official postage stamps issued after 1 January 2002 by WNS participants only.
- 2.2 The WNS has been developed by the UPU and the WADP, and the UPU International Bureau is responsible for its implementation and its logistical and financial management.
- 2.3 WNS participants are required to provide the requested technical information and data for each stamp issued, as well as the contact details and signature(s) of the person(s) authorized to certify the authenticity of official postage stamp issues of the WNS participant. The UPU verifies the authenticity of each stamp against the information received from the WNS participant. After verification, the stamp is scanned and allocated a unique WNS number.
- 2.4 Where information is missing or incomplete, the UPU International Bureau will request additional information from the WNS participant. The latter will have ten days in which to send its reply. If no reply is received within this period, the postage stamp will be recorded in the system without this additional information.
- 2.5 The WNS number comprises the internationally-recognized ISO 3166 alpha-2 country code, a serial number and the year.
- 2.6 Each postage stamp registered in the WNS is included on the special website devoted to this system on the basis of information supplied by WNS participants. Once received by the UPU, the postage stamp will be displayed to the website within a maximum of ten days. This public website www.wnsstamps.post is managed under UPU

International Bureau auspices and all the data and the domain name are the property of the UPU.

- 2.7 The WNS participant receives one original WNS certificate per WNS-registered stamp. This is issued by the UPU International Bureau as soon as the information placed on the website has been validated by the WNS participant. It includes the technical information provided on the website and a copy of the postage stamp, cancelled with the UPU stamp. A second original certificate is archived with the UPU and remains the property of the latter. The certificates are prepared in French and English. Certificates may, however, be issued in the other working languages of the UPU that use roman characters subject to a financial contribution.

3 PAYMENT TERMS (PRICE, BILLING AND PAYMENT)

- 3.1 The WNS participation fee is 50 CHF (fifty Swiss francs) per stamp registered.
- 3.2 The total amount per WNS participant, calculated on the basis of the number of stamps sent by the participant in the preceding year and recorded in the system, is payable each year. An annual estimate may, however, if exceptionally requested by the WNS participant, be used to prepare the bill. Only one annual bill will be sent, and it may include adjustments relating to stamp issues in previous years.
- 3.3 Participation in the WNS and registration of postage stamps will commence on 1 January of the year in question. Where a WNS participant joins the system in the middle of a year, its bill will be calculated on the basis of the number of actual or estimated issues in the preceding year, and in the light of information supplied by the UPU postage stamp exchange service (Article RE 105). A WNS participant may request registration of its stamps issued since 1 January 2002, provided that it pays the participation fees referred to in § 3.1 of these General Conditions.
- 3.4 Payment is due within sixty (60) days of the date of billing. Payments may only be made in Swiss francs to the bank account indicated by the UPU.
- 3.5 Any surplus will be invested in the International Fund for the Development of Philately (IFDP). Annual operating surpluses from the system left over once the website administration costs, salaries of staff managing the system and communications and publicity costs have been deducted will be transferred to the International Fund for the Development of Philately (IFDP). However, to ensure the continuing budgetary operation of the system, a reserve with a maximum of CHF 50 000, deducted from the annual surpluses, will be formed.
- 3.6 In case of late payment, the WADP Management Committee will inform the UPU of the steps to be taken with respect to the WNS participant (provisional suspension of registration, closure of Web pages, automatic termination of the agreement, etc.).

¹ WADP: World Association for the Development of Philately.

² WNS: WADP Numbering System.

4 GUARANTEES

- 4.1 The WNS participant undertakes to provide all the requested technical information and data, as well as the contact details and signature of the authorized official for each stamp sent for WNS registration.
- 4.2 Every effort will be made by the UPU to ensure maximum protection for the number and stamp. The UPU will provide for the implementation of the WNS in accordance with these General Conditions and with due diligence and appropriate resources.

5 OBLIGATIONS AND INDEMNITIES

- 5.1 Details of the stamps are placed on the website www.wnsstamps.post in the form in which they were supplied by WNS participants. The UPU is unable to guarantee the accuracy and validity of the information supplied by WNS participants. Furthermore, the UPU accepts no responsibility for any errors or omissions in this information and cannot be held liable for any loss or damage arising from the use of, or reliance on, any information issued by the WNS.
- 5.2 The UPU is responsible (see § 2.5) for allocating a correct WNS number to each stamp. A unique WNS number is assigned to stamps of the same size and same colour with the same illustration and same face value. If one of these parameters changes, a separate WNS number will be assigned.
- 5.3 The WNS participant undertakes to send the UPU a postage stamp for registration within ten days of the stamp going on sale to the public. Transmission prior to the date of issue is authorized, and indeed recommended.
- 5.4 Three copies of each postage stamp issued must be sent for registration in the WNS. Postage stamps accepted for registration may be in sheet, booklet, miniature sheet, roll or self-adhesive formats. They must be sent to the International Bureau together with the form WNS02, which contains the necessary information (date of issue, face value, motif, format, dimensions, perforation, printer, issuing postal authority, number of stamps in series) by registered express mail. Proof of authorization to reproduce any theme, logo, emblem or other design elements that are subject to copyright or intellectual property rights must be confirmed in a declaration included in the aforementioned Annex.
- 5.5 Framed or counter-printed labels or postage stamps forming part of postal stationery, envelopes or prepaid postcards are not accepted for registration. Special imperforate editions, special reproductions, artists' proofs, deluxe proofs or first day of issue philatelic items are not registered in the system.
- 5.6 The UPU cannot be held responsible for the loss of any original stamp or certificate in the course of the WNS registration process, except in the case of gross or intentional negligence on its part.
- 5.7 The UPU cannot be held responsible if the person who signed for the issue of a stamp sent for WNS registration was not authorized to do so, except in the case of gross or intentional negligence on its part.
- 5.8 The UPU's liability (and the guaranteed entitlement of participants) is limited to reimbursement of the sum of 50 CHF.

6 DURATION AND TERMINATION

- 6.1 The WNS agreement will enter into force upon signature.
- 6.2 Unless terminated, it will be extended on an annual basis (calendar years).

- 6.3 Termination is to be notified in writing to the other party at least three months before the annual renewal date.

- 6.4 Neither party may be held liable to the other party for any loss or damage arising from the termination of this agreement.

- 6.5 Any WNS-registered stamps for which payment has been made will remain in the database.

7 LANGUAGES

- 7.1 The WNS website is in French and English. On the home page, the system is explained in six languages (French, English, Spanish, Portuguese, Arabic and Russian).

- 7.2 The official notification forms used for supplying technical information on issued postage stamps are available in the six languages listed above (WNS02).

8 EXEMPTION CLAUSE IN CASE OF DIVERGENCE FROM ANOTHER DOCUMENT

- 8.1 In case of conflict or divergence between these General Conditions and any other document forming part of the agreement, the present General Conditions will prevail, unless an express exemption is made (including specific reference to the relevant article of these General Conditions).

9 FORCE MAJEURE

- 9.1 The parties will be freed from any liability in case of force majeure.

- 9.2 Force majeure refers to any circumstances beyond the control of the parties, independent of any intentional fault or negligence, such as acts of nature, terrorist acts, war, government decisions, fires, floods, storms, epidemics, quarantine restrictions, industrial disputes and embargoes.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All rights and title, including any copyright, to the domain name(s), website(s), databases (MySQL and Access) and software developed for the WNS will remain with the UPU.

- 10.2 All original stamps will remain the property of the WNS participant (including any elements protected by copyright or other intellectual property rights). The certificates issued by the UPU will also be the property of the WNS participant.

11 CONFIDENTIALITY AND PRESS RELEASES

- 11.1 The WNS participant will keep the terms and conditions of this agreement, including the financial terms, strictly confidential.

- 11.2 Any press release or other communication to the public concerning the WNS and this agreement will be made by the UPU only except when specifically authorized to do so.

12 AMENDMENT OF THE AGREEMENT

- 12.1 Any change of authorized official must be communicated to the International Bureau by e-mail or fax followed by a copy by post. Any such change will only enter into force when the amended agreement has been received.

- 12.2 Notwithstanding the above provisions, the UPU may, in its sole reasonable discretion, amend these General Conditions and the forms annexed, as well as the WNS participation fees. In such case, the UPU will inform the WADP Management Committee and the WNS participant in writing at the earliest possible opportunity..

13 COMPLETENESS OF THE AGREEMENT

- 13.1 This agreement constitutes the complete agreement between the parties and supersedes all prior agreements and understandings, whether oral or written.

14 SEVERABILITY/CONSTRUCTION/ESCAPE CLAUSE

- 14.1 Each provision of this agreement will be interpreted in such a manner as to be applicable and valid under the prevailing laws, but if any provision of this agreement is declared inapplicable or invalid, this will have no effect on the remainder of the provision or the other provisions of this agreement, which will continue in full force and effect.

15 WAIVER

- 15.1 The non-application of one of the provisions of this agreement by one of the parties will not be deemed a waiver of future application of that or any other provision of this agreement.

16 ARBITRATION

- 16.1 Any disputes arising out of or in connection with this agreement, including any questions regarding its existence, validity or termination, must be settled amicably by the parties wherever possible.
- 16.2 Any dispute concerning the interpretation or execution of this agreement which cannot be settled amicably between the parties will be referred, at the request of one of the parties, to an arbitrator designated by mutual agreement between the parties, to be settled in accordance with the principles set forth in the ICC (International Chamber of Commerce) rules of conciliation and arbitration. If the parties are unable to designate an arbitrator within four months of receipt of the notification of a request for arbitration, the arbitrator will be appointed, at the request of one of the parties, by the President of the International Chamber of Commerce. The arbitrator's decision will be final and without appeal.

17 PLACE OF JURISDICTION AND APPLICABLE LAW

- 17.1 The place of arbitration will be Berne and the language French or English.
- 17.2 The substantive law subsidiary applicable will be Swiss law.