Notes to SUISA's
Amended General Terms and Conditions for Rights Administration

The General Terms and Conditions for Rights Administration (GTC) regulate the reciprocal contractual rights and obligations between entitled parties and SUISA. The GTC were last updated in 2024. To reflect the changes in practice and customs, and the experience of recent years, the GTC must be updated again. SUISA's Board approved these amendments in September 2025. The new GTC come into force on 1 January 2026. This Fact Sheet outlines the main changes.

Graphic online rights

Point 3.3 of the GTC for Publishers and the last phrase of point 3.2(d) of the GTC for Authors and for Heirs are deleted.

In 2018 and 2019, SUISA Digital Licensing AG (SUDL, SUISA's subsidiary for online rights) noticed that platforms like Spotify and Apple Music were also interested in acquiring the graphic rights to song lyrics and sheet music. In 2020, SUISA amended its GTC accordingly. SUISA also managed the graphic online rights in the unpublished works of authors and heirs (last phrase of point 3.2(d)). For publishers, there was an opt-in system for the online rights in texts and sheet music (point 3.3).

Nowadays, for lyrics, Spotify and Apple Music etc. work with companies like LyricFind and Musixmatch. So the graphic online rights are not handled through collective management organisations but managed individually by the publishers or the relevant rightholders vis à vis intermediaries such as LyricFind or Musixmatch.

Consequently, the publisher's opt-in and the automatic acquisition by SUISA of the graphic online rights in respect of unpublished works were deleted from the GTC. As a result, the members concerned may freely exploit their rights vis-à-vis the above-mentioned intermediaries.

Rights management abroad

Addition of a new paragraph in point 4.3 of the GTC providing for rights to be transferred back to members if they are not managed abroad by a sister society, by SUISA itself, or by an authorised third party.

If there is no sister society in a given country and SUISA does not manage the rights in that country (directly or through another organisation mandated by it), in practice, the rights are transferred back to the member so that they can assert them themselves. Without this transfer back, members would be unable to exploit these rights. This point was consequently explicitly included in the GTC.

Registration of works made based on beats

The word "beats" is deleted in point 6.2, third paragraph, second indent (for authors and heirs), and in point 6.2, third paragraph, third indent (for publishers).

In the current version of the GTC, members who register works containing part of an existing work must submit the rightholder's consent with their registration.

If part of a work registered by a member is a beat, the registration must include the consent of the rightholder of the beat in question. As a rule, these consents are covered by the licences acquired when a beat is bought. However, given the large number of licences communicated to SUISA by its members, and their voluminous content, reviewing them all would be highly time-consuming and create a huge workload for SUISA's staff. This is inconsistent with the proper business management principles stipulated in Article 45(1) CopA.

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From a copyright perspective (‘moral rights’), the use of a “beat” cannot be equated with use of a “sample”. A beat is specially designed to be integrated in a work in the making: that is not the case for a sample. Moreover, a beat is not literally speaking a part of an existing work. Since it is not within SUISA's remit to ensure that the contractual terms and conditions set by beat rightholders are properly fulfilled, the requirement for members to provide the rightholder’s consent is deleted.

For a detailed overview of all the changes, visit our website at www.suisa.ch/AWB