Copyright

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INTERNATIONAL UNION

UNITED KINGDOM

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Notification of the Swiss Government to the Governments of Unionist Countries

Carrying out the instructions issued by the Federal Political Department on February 21, 1966, the Embassy of Switzerland has the honour to inform the Ministry of Foreign Affairs as follows:

By a letter of February 9, 1966, Her Britannic Majesty's Embassy has notified the Federal Political Department of the application of the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, revised last at Brussels on June 26, 1948, to the territories of Montserrat and Santa-Lucia. This declaration refers to Article 26 of the said Convention.

According to Article 25, paragraph (3), of the Convention and upon the express request of the Government of the United Kingdom, this declaration will take effect on March 21, 1966.

The present notification has been made in application of Article 26, paragraph (3), of the above-mentioned Convention.

II

Application to Bechuanaland of the Berne Convention for the Protection of Literary and Artistic Works, revised last at Brussels on June 26, 1948 (with effect from April 4, 1966)

Notification of the Swiss Government to the Governments of Unionist Countries

Carrying out the instructions issued by the Federal Political Department on February 21, 1966, the Embassy of Switzerland has the honour to inform the Ministry of Foreign Affairs as follows:

By a letter of February 8, 1966, Her Britannic Majesty's Embassy has notified the Federal Political Department of the application of the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, revised last at Brussels on June 26, 1948, to Bechuanaland. This declaration refers to Article 26 of the said Convention.

According to Article 25, paragraph (3), of the Convention and upon the express request of the Government of the United Kingdom, this declaration will take effect on April 4, 1966.

The present notification has been made in application of Article 26, paragraph (3), of the above-mentioned Convention.

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Dr. Ernst ROTH
Publisher, London

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Ze'ev SHER
Registrar of Patents, Designs
and Trade Marks
Jerusalem

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Dr. Joaquin SORUCO
Former General Adviser
Ministry of Education and Culture
La Paz (Bolivia)

CORRESPONDENCE

Letter from Italy

Valerio De SANCTIS
Lawyer

JURISPRUDENCE

BRAZIL

Performing rights in cinematograph films

(Brasilia, Federal High Court, September 8, 1965. — Extraordinary Appeal. — Ciné Delta Ltda and Others v. Sociedade Brasileira de Autores, Compositores e Escritores de Música)

Summary: *Copyright.* Rights of composers relating to their musical works included in cinematograph films. The fact that a composer has authorized the inclusion of his music in a film, even in return for compensation, does not imply renunciation of the right to collect, for himself, at the time the film is shown in public, appropriate remuneration for the musical reproduction in each public showing-performance of the sound film.

Action brought by the users against the defendant — the composers' agent — in order to cancel the agreement on this remuneration, on the pretext that the said agreement is based on a misunderstanding of the law. Dismissal of the action. Extraordinary appeal considered in plenary session. Dismissed unanimously.

Report of Mr. Gonçalves de Oliveira

Mr. President, the question involved is that of an ordinary action brought by the plaintiffs — the users of films — against the defendant — the music composers' agent — with a view to cancelling the agreement they have made concerning the payment of authors' fees relating to music included in films shown in public.

After giving more thought to this agreement, the plaintiffs solicit recognition of a misunderstanding of the law, alleging that they have undertaken to make a payment without grounds and that, by this very fact, they are not legally obliged to make any payment. They maintain that the composer, in authorizing the inclusion of his music in a film, against payment of authors' fees by the producer, is not entitled to any other payment on the part of the users, because the music is included in the film precisely for the purpose of showing it in public.

The object of this action is to cancel the agreement and to refund the amounts paid, with the appropriate legal consequences.

The case has been dismissed in the Court of first instance and in the Court of appeal. The decision appealed against and recorded by the eminent Judge of Appeal, Mauro Gouveia Coelho, states clearly the issue of law [1]:

"The controversy can be presented, upon its merits, as follows: is the music composer, who, for remuneration, has permitted his music to be incorporated in a film, still entitled to collect a fee for each public showing, when the music is heard during the showing of the film? There is no legal rule on this subject in our law."

The eminent Recording Judge then goes on to consider the case in the light of accepted doctrine:

"The most ancient and generally accepted doctrine maintains that the composer assigns to the producer only the right of adaptation, i. e. of reproduction or publication, and not that of public showing or performance; for the latter, he may collect from the user what are called 'musical performing fees' similar to those paid for public performances of gramophone records or performances by orchestras. For its adepts, the sound film does not form an organic whole, and its visual and musical components are not merged so as to lose their own characteristics. Technically, the sound film is a juxtaposition and a synchronization of picture and sound, the respective tracks being materially distinct, although embodied in the same transparent film. For the legal aspect of this conception, the study by Claude Mayer has become a classic (*Le droit d'auteur et le cinéma*, Librairie Technique et Economique, Paris, 1936). The cinematographic work combines materially, *sui generis*, the exercise of two rights: that of publication or reproduction, and that of public performance or presentation. For the latter, it is necessary to be in possession of the film by means of which the work is reproduced. Although originally united, these rights can, at a later stage, have separate owners. In arguing that any assignment in the field of intellectual property has to be interpreted in a restrictive sense, it should be borne in mind that permission to adapt the music for a film includes only the right to use the music for the production of the film, the right of public performance not being implicit. Only a explicit agreement could extend the assignment to include performance as well. Generally, however, the composer assigns to the producer only the right of publication or reproduction of the music, and not that of public performance. The situation is identical with that of the publisher or the recorder of music, who does not and cannot assign the right of public performance to the person who buys a book of music or a gramophone record from him. Perceiving the objection deriving from the very purpose of the cinematographic work made for public showing, Professor Henri Desbois, of the Faculty of Law of the University of Grenoble, writes:

'At first sight, the idea that comes naturally to the mind is that, since cinematographic work is intended for public showing, the joint authors have assigned to the producer the right of public performance as well as that of reproduction; the one is impossible without the other, or the purpose of the venture could not be attained.

However, there is a strong feeling against these conclusions. The French draft contains a solution which involves a prejudice in favour of the dissociation of the two rights: because, if the right of reproduction is assigned to the producer, who assumes the role of publisher, the right of public showing, on the other hand, is the subject of a *mandate* which is vested in the producer (cf. Article 24, paragraph 3, and Article 114, paragraph 2). It is therefore understandable that the two prerogatives are not combined in the hands of the producer, assignment and mandate constituting two distinct and perfectly separable contracts (cf. No. 697).'

Professor Desbois concludes: 'French judicial practice and many decisions of foreign courts of law are in favour of dissociation: *music composers* do not *necessarily* assign the right to cause the sound track to be heard at the same time as the visual track is seen, when they agree to the incorporation in cinematograph films of pre-existing works, or of works made specially for a given film' (*Le droit d'auteur*, Librairie Dalloz, Paris, 1950, No. 710, p. 723)."

He then makes reference to a new doctrinary concept:

"It is certain that, beside the accepted doctrine, another new one is being formed which, impressed by the technical progress of the cinema, sees in cinematographic production a new and autonomous work, embodying a genuine fusion of plastic and sound elements, in a new composition whose components cannot be separated. It is not therefore the original music which is heard, but another which has acquired new colour and form, by a mutual penetration of pictures and sounds. And that corresponds to a new art which is neither drawing, nor photography, nor painting, nor music, but a general fusion of all of these, under the driving force of motion. This is another artistic creation in which the composer of the original music no longer has the right to cause the film to be seen or heard in public; there is a new intellectual creation involved here. It was the great, so-called artistic, films that gave rise to this impression. In *La Obra Cinematográfica frente al Derecho*, Satanowsky, following up this idea, mentions *Fantasia* by Walt Disney and speaks of the interdependence and mutual penetration of movement and rhythm, and of design and colour, with the melodic structure, each involving the other: '*Su belleza no es restringida para unos cuantos privilegiados, sino accesible a todos los oyentes y espectadores. Los autores y realizadores han elegido de las composiciones las partes más interesantes, las melodias más atrayentes y las han modificado, adaptado o interpretado en la forma más conveniente para que la obra cinematográfica resulte atractiva y ágil, pero al mismo tiempo profunda, artística y vigorosa. Por eso los que*

[1] Published in *Le Droit d'Auteur*, August 1961, p. 229.

conocen a fondo la musica clasica se han sentido defraudados. No han podido escuchar la obra original de los compositores'. And he concludes: '*En sintesis, no hay ejecución de obras adaptadas, sino una obra nueva, la cinematográfica, que aprovecha de aquélas en la medida y forma más apropriada para la expresión de su manera artística*' (these words have heen underlined by the author) (*op. cit.*, Vol. 1, pp. 579-581 *passim*). The studies of Ruszkowsky, Pupikofer, François Hepp and Mouchet [2]) are on the same lines.

" Yet it is obvious that the cinematographic work has not generally attained this high level, examples of which are still rare. In the more or less distant future, taking into consideration technical advances and the demands of a more sensitive public, the seventh art will really succeed in acquiring a unity of texture resulting in a fusion of plastic and sound elements which it will be impossible to divide into separate entities. In the meantime, until this state of perfection is reached, the classic conception of the separation of sound and visual tracks, in the puhlic reception of music synchronized with pictures, will continue to govern juridically the relations between composers, producers and users. This is brought into particular prominence in our country, in view of the accession of Brazil to the Berne Convention, as revised at Brussels in 1948, ratified hy Decree No. 34954, of April 18, 1954. In Article 14 of the Convention, it is proclaimed that ' authors of literary, scientific or artistic works shall have the exclusive right of authorizing: 1. the cinematographic adaptation and reproduction of these works, and the distribution of the works thus adapted or reproduced; 2. the public presentation and performance of the works thus adapted and reproduced'. Accordingly, the existence of copyright, in the economic sense, in musical compositions (artistic works), which are incorporated in the cinematographic work (cinematographic reproduction), is recognized under two aspects: *(a)* adaptation and reproduction; *(b)* public presentation and performance. The first does not involve the second, so that its assignment does not extinguish the right of the author with regard to public performance."

And he concludes:

" It follows that there are no grounds for speaking of a misunderstanding of the law in the agreement made by the users with the music composers, through their associations, providing for the payment of public performance fees. In the controversy of legal doctrines not in opposition to positive law, the will of the parties remains free. This freedom of choice can never constitute a misunderstanding of the law. Satanowsky himself agrees that there is no problem if a contract exists on the matter: *Ante la existencia de una clausula expressa no se plantea problema alguno, pues en esta materia la voluntad de las partes es soberana* (*op. cit.*, p. 565).

" These considerations provide the solution to the two actions settled by the decision of the court, which has been appealed against and is now confirmed."

In conformity with what has been decided, the judgment can be summarized as follows:

" Misunderstanding of the law. Misunderstanding of the law is not capable of voiding a contract when it is a question of matter not regulated by any law, a question of controversial doctrine, which, by its lawful purpose and the absence of any legal prohibition, is left to the individual will (Article 82 of the Civil Code).

" Cinematographic work. The copyright of the composer of music included in the film. The composer, in assigning to the film producer the right of reproducing the music, is free to reserve for himself the right of causing it to be heard or seen in public, in order to collect the proceeds from the user."

The extraordinary appeal was allowed owing to the divergence that has been pointed out. The Court of Minas had decided in passing, in a possessory action, that:

" Once the right has been assigned to the producer of the film, the author of the work is no longer free to repeat to collect a fee from the user who exhibits the film (13, decision).

" It must therefore be taken for granted that the musician who has sold his copyright to the producer has transferred to him the ownership of it, since severance of the filmed work is unfeasible. The case can definitely not be compared to a simple musical recording (15, appeal).

" Music is considered as an integral part of the film, and the ownership of it, when transferred to thc producer, is assigned to the user (16 v, objection at law)."

And in the appeal No. 19893, the first " College of Judges " dismissed the appeal against this decision.

The Attorney-General is of the opinion that *Cine Delta Ltda* has lodged an extraordinary appeal, hy virtue of paragraphs *(a)* and *(d)* of Article 101, III, of the Federal Constitution, against decision 302, pronounced by the Fifth Civil Chamber of the Court of Justicc of the State of Guanabara, for an alleged infringement of Article 14 of the Berne Convention, and a dispute on a question of law.

The estimahle decision against which the appeal has hcen lodged is stated above.

In his learned pronouncement, which was unanimously approved, the illustrious Judge of Appeal, Mauro Coelho, in charge of thc proceedings. decided as follows (307, in *fine*):

" In Article 14 of the Convention, it is stated that authors of litcrary, scientific or artistic works shall have the exclusive right of authorizing: 1. the cinematographic adaptation and reproduction of these works, and the distribution of the works thus adapted or reproduced; 2. the public presentation and performancc of the works thus adapted or reproduced.

" Consequently, the existence of copyright, in the economic sense, in musical compositions (artistic works), which are incorporated in the cinematographic work (cinematographic reproduction), is recognized under two aspects: *(a)* adaptation and reproduction; *(b)* public presentation and performance. The first does not involve the second, so that its assignment docs not extinguish the right of the author with regard to public performance. It follows that there are no grounds for speaking of a misunderstanding of the law in the agreement made by the users with the music composers, through their associations, providing for the payment of public performance fees."

The point at issue is whether, owing to the public performance of music incorporated in thc sound tracks of the films shown by the plaintiffs on the premises of their cinemas, the musical works are suhject to payment of authors' fees.

Starting from the principle that music incorporated in films hy film producers is synchronized suhject to the ohligatory authorization of the composer, the plaintiffs consider that their showing of films in places of public entertainment (cinemas) is cxempt from any other authorization for such purpose.

The contract under reference 8/9, whose judicial voidance is sought by the plaintiffs, has provided for the principle stated above concerning the payment of authors' fees relating to the music included in the films shown in public. As has been pointed out by the eminent Recording Judge in charge of the appeal, there is no legal regulation relating to this matter in our law. In a controversy over juridical doctrines, not in opposition to positive law, thc will of the parties remains free. This freedom of choice can never constitute a misunderstanding of the law.

Ex positis, referring to the decision appealed against, as well as to the grounds advanced against it by the defendants, we are of the opinion that the appeal should not be countenanced but, if it is countenanced, that the honourable Federal High Court should refuse to allow it, and affirm that the brilliant decision which has been appealed against is entirely justified.

That is my report.

Decision

Mr. Gonçalves de Oliveira (Judge Recording)

Mr. President, the qucstion discussed in the present extraordinary appeal is of the highest juridical importance. It is for this reason that I have brought the appeal for judgment beforc all of you, in order to obtain a decision sanctioned by this illustrious Judicial Assembly.

The question at issue concerns the copyright of composers who have authorized the incorporation of their musical works in cinematograph films — and whether, in these cases, having authorized such incorporation against remuneration, they are entitled to payment from the users of the films when these same works are performed.

There is a legal controversy with regard to the rights of the author of a musical work which is reproduced. European doctrine, accepted in

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2) Assistant Secretary of the Pan-American Council of CISAC.

the Berne Convention. recognizes two distinct rights which are not to be confused, i. e.. the right of publication and the right of performance.

The Court of Liège, in a noteworthy decision (January 12, 1940), confirming a previous decision (July 5, 1939), ruled that the musical part of the film enjoyed separate protection (" *the musical part remained protected in itself* ").

Indeed, by this memorable decision, reported by Pierre Recht, in a specialized work (*Le droit d'auteur sur les exécutions publiques des œuvres musicales*, Brussels, 1960), this right of the composer has been expressly proclaimed: " *by collaborating in the production of a film, the composer authorizes only recording* ". This authorization, however, does not imply the public performance of the musical work: " *such authorization does not include that of publicly performing the recorded work* ".

It is inexact to affirm that the sound film makes up an organic whole, whose component parts (pictures and sounds) are merged so as to lose their own individuality (*op. cit.*, p. 73. No. 105). That is what the Court of Brussels also decided: " *the composer has two exclusive rights granted to him by law, distinct and independent of each other: the right to authorize reproduction and the right to permit public performance* " (Supreme Court of Appeal. November 11, 1943; Pierre Recht, *op. cit.*, No. 104).

As pointed out by Professor Henri Desbois, quoted above in the decision appealed against, French case law and that of other foreign courts lean towards this view: composers of music do not necessarily assign the right of publication at the same time as that of sound reproduction (" *Composers of music do not necessarily assign the right of causing the sound track to be heard at the same time as the visual track is shown, when they agree to the incorporation in cinematograph films of pre-existing works or works made specially for a given film* "; *op. cit.*, No. 710, p. 723).

As pointed out by Hermano Duval, with reference to specialists in the relevant doctrine, " inasmuch as the assignment of authors' rights does not allow of a wide interpretation, merely admitting that the author has divested himself of the rights assigned *expressis verbis*, European case law has unanimously adopted the view that assignment of the right of reproduction or of adaptation of a musical work to the film producer does not imply assignment of the respective right for public performance, which remains reserved to the composer " [Hermano Duval, *Droits d'auteur dans les inventions modernes* (Copyright in Modern Inventions), p. 116. — *Le Droit d'Auteur*, 1941, p. 43 (Germany) and p. 82 (Rumania); 1942, p. 32 (Belgium); 1943, p. 59 (Slovakia); 1940, p. 48 (Belgium) and p. 44 (Greece); 1944, p. 81 (Finland); 1941, p. 36 (Great Britain); 1947, p. 21 (France); 1951, p. 116 (France); 1947, p. 19 (France). — Pierre Poirier, *Musique cinématographique* (Film Music), Brussels, 1941 (see *Le Droit d'Auteur*, 1941, p. 156). — " *Musique cinématographique et droit d'exécution* " (Film Music and Performing Rights), an editorial article in *Le Droit d'Auteur*, 1945, p. 73. — *Le Droit d'Auteur*, 1946, p. 130 (Egypt). — Antonio Chaves, " *Sur le droit d'auteur en matière cinématographique au Brésil* " (Copyright in Cinematographic Works in Brazil), *Le Droit d'Auteur*, 1951, pp. 92 *et seq.*; " *Le droit d'auteur au Brésil* " (Copyright in Brazil), *Revue du Tribunal*, 183/525. — Decision of Laudo de Camargo, *Revue du Tribunal*, 74/227 and 388. — Pedro V. Bobbio, *Revue du Tribunal*, 91/293. — Against: *Le Droit d'Auteur*, 1942, p. 130 (France) and 1943, p. 106 (Netherlands)]. " Let it not be said ", writes the remarkable monographer, one of our most esteemed authorities on the subject, " let it not be said that, public exhibition being the normal destination of a film, it must be presumed that, by assigning the rights of reproduction or adaptation, the composer has, implicitly, authorized the public performance of the music incorporated in it. It is impossible to accept this presumption once *the renunciation of a right is not presumed and the users have no proof that the composer whose music has been incorporated in the film exhibited in public has renounced his right in favour of the producer* " (Hermano Duval, *op. cit.*, p. 117. *Le Droit d'Auteur*, 1950, p. 117; 1942, p. 32; 1941, p. 22 and 36; 1941, p. 38, Federal High Court. *Rev. Dr.*, 115/191; *Arch. Jud.*, 34/99).

In actual fact, the rights are distinct, as maintained both by doctrine and by case law, and the Berne Convention (Article 14) has given international force to this guiding principle.

Indeed, according to the best doctrine, the assignment of copyright is interpreted in a restrictive sense. In case of doubt, the right of performance vests in the composer, and it is not included in the right of publication. Both rights, of course, may be assigned to the producer, as Pierre Recht writes: " *The author may of course assign his right of performance like his other rights*, although such assignment must be perfectly clear and explicit, including, or not including, all the known or unknown ways of performing. In case of doubt, assignment proper is also interpreted restrictively " (Pierre Recht, *op. cit.*, No. 72).

There is no law regulating this matter in our country. Nevertheless, we have accepted the Berne Convention. In default of a law or of an express stipulation on the part of composers assigning the right of performance, the latter right subsists; and, in this specific case, it is the subject of an agreement that cannot be repudiated by the plaintiffs on the pretext of an obvious misunderstanding or a groundless undertaking.

Film producers, in their contracts with composers, have to be clear and precise, and must lay down explicit clauses concerning the right to perform the music in a film to be hired to users; otherwise, according to doctrine and precedent, in the law of publishing, the composer does not renounce — by the mere fact of authorizing the incorporation of his music in the film — his right to collect a royalty from the user when the music is reproduced in each public showing-performance of the sound film.

The law cannot refuse to protect genuine artists; it cannot leave talent undefended in the struggle of rival interests; on the contrary, it must take under its protection those who enrich the arts, those who make the beauties of life more sublime by promoting the finer sentiments, those who are always defenceless when they have to sign agreements.

Mr. President, from these considerations I conclude that the application for voidance of the contract should not be accepted, as decided by the local court.

Since the invoked divergence does not apply to the assumption, I take no cognizance of the appeal. There is no infringement of the law.

BOOK REVIEWS

Die mehrseitigen völkerrechtlichen Verträge im internationalen gewerblichen Rechtsschutz und Urheberrecht [Multilateral conventions for the international protection of industrial property and copyright], by *Alois Troller*. One volume of 226 pages. Publisher: Verlag für Recht und Gesellschaft AG, Basle, 1965. Price: 48 Swiss francs.

This is apparently the first time that a specialist has undertaken a comprehensive and systematic study of multilateral conventions in the field of industrial property and copyright protection. Professor Troller, who is a recognized authority on the subject, details the various international conventions and the States that participate in their working. He then gives a systematic account of the contents of the conventions and the forms of organizations to which they have given rise.

This work was conceived as a complement to the author's book published in 1952 under the title of "*Das internationale Privat- und Zivilprozessrecht im gewerblichen Rechtsschutz und Urheberrecht*" [Private international law and civil procedure for the protection of industrial property and copyright].

After a chapter dealing with the various subjects coming within the scope of immaterial property law, the author devotes the first main part of the book to a survey, under the title "sources of law", of European and extra-European conventions in this connection, describing at the same time the circumstances in which they were drawn up.

The second and most important part of the book deals with the system of legal protection set up under multilateral conventions. The author discusses the principles incorporated in these various instruments.

The third part discusses international protection of industrial property and copyright with regard to organization. The author's comments on the juridical situation of BIRPI are of particular interest. They contain ideas which could be borne in mind when the structure of BIRPI is reviewed.

The author refers briefly to the great importance of collaboration by private international organizations for the development of international conventions.

Professor Troller has performed a most praiseworthy task in compiling materials which are often far from accessible, and in presenting them so clearly. His work will be of great value to all who deal with international protection of industrial property and copyright. R. W.

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Contratto di edizione — Contratti di rappresentazione e di esecuzione [Publishing agreements — Agreements for public performance], by *Valerio De Sanctis*. A volume of 419 pages, 24 × 17 cm. Published by A. Giuffrè, Milan, 1965.

The study on publishing agreements and agreements for public performance, issued by the publishing house A. Giuffrè in Milan a few months ago, is to be hailed with great pleasure.

The part which is devoted to these types of contracts in treaties on copyright in general is usually very modest. Monographs relating to them are not frequent either, although this is a matter which has not been neglected by legislators in many countries.

Moreover, the value of this study has been considerably increased by the fact that its author is one of the most prominent experts in this field. It is therefore to be regretted that he has almost confined himself to giving us an account of the situation in Italy, with only some remarks concerning the situation in other countries.

After an introduction on intellectual works and their protection, the author speaks first about the transfer of the rights of economic utilisation of intellectual works in general. The passage on imperative provisions limiting the contractual autonomy proves to be of a particular interest.

Passing on to the publishing agreement *(contratto di edizione per le stampe)*, the author speaks first about the subject matter, the juridical structure, the specific elements, the various kinds and the form of this contract, as well as about the fiscal and other régimes to which this type of contract is subject.

In the second part, there is a detailed discussion about the duties and obligations of contracting parties, the liability deriving from unlawful publication, the assignment of the agreement, publishing licences, and, finally, the causes of termination of the contract and the bankruptcy of the publisher in particular.

The second half of the book is based on a similar system. First are treated the notions common to these contracts. A special chapter is devoted to authors' societies such as SIAE and EIST.

After a statement of the common elements, the agreements for public performance are described in two separate chapters (stage performance and performance by other means).

It can easily be noticed that the amount of space devoted to these two categories of contracts is considerably smaller than that devoted to the publishing agreement, which is not surprising, because publishing agreements have already been the subject of several studies; similarly, the legislation relating to them is more detailed.

Notwithstanding the geographical limitations of this important work, it should be warmly recommended to all those who are interested in this specific question, because Italy is one of the countries (the number of which, incidentally, is not very large) where there is a fairly detailed legislation in the matter of such contracts. Furthermore, this is a country whose long editorial and cultural tradition in general cannot but be useful to nations which are now developing their activities in this field.

M. S.

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Jahrbuch - Yearbook - Revue annuelle - Anuario - Annuario - 1964, published by the *Internationale Gesellschaft für Urheberrecht (INTERGU)*. A volume of 428 pages, 15 × 23 cm. Verlag Franz Vahlen, Berlin/Frankfurt a. M., 1965.

Following a Resolution adopted by its Congress held in Merano in 1964 [1]), the INTERGU will henceforth publish a yearbook, the first volume of which has just been issued. In its brief Part One, this work gives an account of the mentioned Congress, and reproduces the addresses delivered on this occasion by certain personalities. Part Two, which forms the substance of the first volume, includes the reports from 22 countries on copyright questions having a character of current issues. This documentation is pleasantly presented in several languages (English, French, German, Italian, Spanish), which is bound to ensure its large diffusion among the interested circles. The new publication of INTERGU, prefaced by its active president, Dr. Erich Schulze, is to be hailed with satisfaction.

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[1]) See *Le Droit d'Auteur*, 1964, p. 268.

CALENDAR

Meetings of BIRPI

Date and Place	Title	Object	Invitations to Participate	Observers Invited
May 2 to 5, 1966 Geneva	Committee of Experts Designs Classification	To establish a Draft new Agreement	All Member States of the Paris Union	Unesco; Council of Europe; International Association for the Protection of Industrial Property; International Chamber of Commerce; International Literary and Artistic Association; International Federation of Patent Agents; Inter-American Association of Industrial Property
May 6 and 7, 1966 Geneva	*Ad hoc* Conference of the Directors of National Industrial Property Offices of the countries members of the Madrid Union	Adaptation of the Regulations of the Madrid Agreement, Nice Act (Trademarks)	All Member States of the Madrid Agreement (Trademarks)	Same observers as at the meeting in December, 1965
May 16 to 27, 1966 Geneva	Second Committee of Governmental Experts on Administration and Structure	To study drafts in view of the Stockholm Conference of 1967	All Member States of the Paris and Berne Unions	United Nations; World Health Organization; International Labour Organization; Unesco; International Patent Institute; Council of Europe; Organization of American States; European Economic Community; European Free Trade Association; Latine American Free Trade Association; International Association for the Protection of Industrial Property; International Chamber of Commerce; Inter-American Association of Industrial Property; International Federation of Patent Agents; International Literary ant Artistic Association; International Bureau for Mechanical Reproduction; International Confederation of Societies of Authors and Composers; International Writers Guild
May 30 to June 6, 1966 Madrid	Hispano-American Meeting on Copyright: Session on Legal Studies, convened by the Institute of Hispanic Culture, under the auspices and in collaboration with BIRPI	The study of legal and administrative problems for the protection of copyright in Hispano-American countries	Experts invited in their personal capacity from the following countries: Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Peru, Spain, Venezuela	Unesco; International Confederation of Societies of Authors and Composers; Inter-American Institute of International Legal Studies
September 26 to 29, 1966 Geneva	Interunion Coordination Committee	Program and Budget of BIRPI	Belgium, Brazil, Ceylon, Czechoslovakia, Denmark, France, Germany (Fed. Rep.), Hungary, India, Italy, Japan, Morocco, Netherlands, Nigeria, Portugal, Rumania, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, United States of America, Yugoslavia	All other Member States of the Paris Union or of the Berne Union; United Nations
September 26 to 29, 1966 Geneva	Executive Committee of the Conference of Representatives of the Paris Union (2nd Session)	Program and Budget (Paris Union)	Ceylon, Czechoslovakia, France, Germany (Fed. Rep.), Hungary, Italy, Japan, Morocco, Netherlands, Nigeria, Portugal, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, United States of America, Yugoslavia	All other Member States of the Paris Union; United Nations
October 30 to November 4, 1966 Budapest	East/West Industrial Property Symposium	Discussion of practical questions of industrial property	Open. Registration required	

Date and Place	Title	Object	Invitations to Participate	Observers Invited
November 7 to 11, 1966 Geneva	Committee of Experts on a Model Law for Trademarks	To draft a Model Law on Trademarks for developing countries	List to he announced later	List to be announced later
December 13 to 16, 1966 Geneva	*Ad hoc* Conference of the Directors of National Industrial Property Offices and Committee of Directors of the Madrid Union	Adoption of the Transitional Regulations of the Madrid Agreement (Trademarks)	All Member States of the Madrid Agreement (Trademarks)	All other Member States of the Paris Union

Meetings of Other International Organizations concerned with Intellectual Property

Place	Date	Organization	Title
Paris	March 25, 1966	International Literary and Artistic Association (ALAI)	Executive Committee and Annual General Assembly
Paris	March 28 to April 2, 1966	International Confederation of Societies of Authors and Composers (CISAC)	Legislative Committee, Confederal Council, Federal Bureaux
Tokyo	April 11 to 16, 1966	International Association for the Protection of Industrial Property (IAPIP)	Congress
Stresa	May 3 to 7, 1966	International Federation of Musicians (FIM)	6th Ordinary Congress
Prague	June 9 to 18, 1966	International Confederation of Societies of Authors and Composers (CISAC)	Congress
The Hague	October 10 to 21, 1966	Committee for International Cooperation in Information Retrieval among Examining Patent Offices (ICIREPAT)	6th Annual Meeting

VACANCY FOR THE POST OF A DEPUTY DIRECTOR AT BIRPI

Applications are invited for the above post which will become vacant as from January 1, 1967.

The duties of the post consist, in general, of assisting the Director of BIRPI in organizing and implementing the tasks of BIRPI.

Candidates should have wide experience in the field of industrial property law and in the field of copyright law — particularly in their international aspects — or at least in one of these two fields, preferably with some experience in the other. A University degree in law or equivalent professional qualification and an excellent knowledge of one of the official languages (English and French) as well as at least a good knowledge of the other are required. Knowledge of additional languages is an advantage.

Candidates must be nationals of one of the Member States of the Paris Union or of the Berne Union.

Full information regarding the conditions of appointment and application forms may be obtained from the Head of Personnel, BIRPI, 32, chemin des Colombettes, Geneva, Switzerland. Application forms duly completed should reach BIRPI not later than June 15, 1966.