Published monthly
Annual subscription:
fr.s. 145.—
Each monthly issue:
fr.s. 15.—

Copyright

22nd year — No. 3
March 1986

Monthly Review of the
World Intellectual Property Organization (WIPO)

Contents

ISSN 0010-8626

World Intellectual Property Organization

Committee of Governmental Experts on Model Provisions for National Laws on Employed Authors

(Geneva, January 27 to 31, 1986)

REPORT

submitted by Mr. David Roy Irving, Rapporteur,
and adopted by the Committee

I. Introduction

1. In pursuance of the decisions adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization (UNESCO) at its twenty–second session and by the Governing Bodies of the World Intellectual Property Organization (WIPO) at their fourteenth series of meetings in October 1983, the Directors General of Unesco and WIPO convened a Committee of Governmental Experts on Model Provisions for National Laws on Employed Authors which met at the headquarters of WIPO in Geneva from January 27 to 31, 1986.

2. The purpose of the meeting was to draw up model provisions for national laws on the rights and obligations of employed authors, and the corresponding rights and obligations of their employers, in the case of works protected by copyright and created in the course of employment.

3. Experts from 22 countries attended the meeting: Algeria, Bangladesh, Denmark, Finland, Germany (Federal Republic of), Hungary, India, Italy, Japan, Luxembourg, Norway, Panama, Philippines, Portugal, Soviet Union, Spain, Sweden, Switzerland, Thailand, Tunisia, United Kingdom and United States of America.

4. A representative of a Specialized Agency of the United Nations system of organizations (International Labour Organization (ILO)) and observers from two intergovernmental organizations (Arab Educational, Cultural and Scientific Organization (ALECSO) and the Council of Europe (CE)) and ten international non–governmental organizations (European Broadcasting Union (EBU), International Association of Conference Interpreters (AIIC), International Bureau of Societies Administering the Rights of Mechanical Recording and Reproduction (BIEM), International Confederation of Societies of Authors and Composers (CISAC), International Federation of Film Producers Associations (FIAPF), International Federation of Journalists (IFJ), International Group of Scientific, Technical and Medical Publishers (STM), International Literary and Artistic Association (ALAI), International Publishers Association (IPA) and International Secretariat of Arts, Media and Entertainment Trade Unions (ISETU)) also participated in the meeting.

5. The list of participants is contained in Annex II of this report.

II. Opening of the Meeting

6. Mr. Arpad Bogsch, the Director General of WIPO and Mr. Karel Vasak, the Director of the Copyright Division of Unesco welcomed the participants to the meeting.

7. Both of them paid tribute to the memory of Claude Masouyé, Director of the Public Information and Copyright Department of WIPO until his death on January 2, 1986. All participants joined them in a minute's silence of tribute.

III. Election of the Chairman and Other Officers

8. On a proposal by the delegation of Hungary, supported by that of the United States of America, Mr. Jukka Liedes, head of the delegation of Finland, Mr. Geraldo Aversa of the delegation of Italy, Mrs. Margarita Voronkova, the head of the delegation of the Soviet Union, Mr. Habibur Rahman, the head of the delegation of Bangladesh and Mr. David Roy Irving, the head of the delegation of the United

Kingdom, were unanimously elected Chairman, Vice–Chairmen and Rapporteur, respectively, of the Committee.

IV. Adoption of the Rules of Procedure

9. The Committee adopted the Rules of Procedure contained in document UNESCO/WIPO/CGE/EA/2 Prov., with the addition, in respect of Rule 3, of the number of Vice–Chairmen, fixed in advance of the election at three.

V. Adoption of the Agenda

10. The provisional agenda of the meeting of the Committee submitted in document UNESCO/WIPO/CGE/EA/1 Prov. was adopted.

VI. Examination of the Draft Annotated Model Provisions for National Laws on Employed Authors

11. The discussion took place on the basis of the Draft Model Provisions for National Laws on Employed Authors prepared by the Secretariats of Unesco and WIPO (document UNESCO/WIPO/CGE/EA/3).

General Discussion

12. After congratulating the Secretariats for the high quality of the document, several delegations stressed the importance of providing some guidance in the form of model provisions for national laws to developing countries and other countries which intended to legislate in this field.

13. Some other participants expressed doubts about the usefulness of such model provisions and were of the opinion that the rights and obligations of employed authors and their employers could and should be settled by contracts.

14. A great number of participants emphasized the importance of the legislative regulation of essential aspects of employment contracts to be concluded between authors and their employers. Without such legislative guidance, freedom of negotiation could easily become meaningless to the party with less experience or in a weaker bargaining position. The author, who is often in a weaker position, should enjoy legislative protection.

15. An observer from a non–governmental organization said that it was only in the case of an individual author that such legislative protection was necessary. The members of powerful trade unions need not be protected in that way.

16. The representative of one non–governmental organization underlined the need to distinguish between employed authors recognized as authors at the moment of their engagement and other employees who only occasionally draft texts in the framework of their employment.

17. It was stated that the Model Provisions were only guidelines for national legislations and were not of a binding nature in any manner whatsoever. Legislators are free to choose any other solution they consider desirable.

18. Several delegations expressed their approval that the Model Provisions covered only works created by employed authors and did not cover commissioned works. One delegation said that it would have preferred model provisions with a wider scope, to cover all cases where works were created in a dependent situation, including commissioned works.

19. Several delegations said that in keeping with the international copyright conventions, employed authors should be deemed to be authors as far as their fundamental rights were concerned. This was particularly emphasized with regard to moral rights. One delegation stressed that attention should be paid to the difference between enjoyment of rights and exercise of rights. It is the author who should enjoy rights as original owner, and only the right to use the work should be granted to employers. That latter aspect is a question of exercise rather than enjoyment of rights. Only the question of exercise should be regulated in a special way in the case of works created under employment contract.

20. It was agreed that the Model Provisions should be limited to some general rules with regard to the rights and obligations of employed authors and employers. It was understood that in the case of certain types of works (for example, cinematographic works, works of architecture, computer programs) special provisions existed already or might be necessary which differed from the Model Provisions.

21. A number of delegations described the legal situation in their countries and expressed their preference for one or other of the alternatives.

22. One delegation said that there were some problems which concerned both copyright law and labor law, which had to be borne in mind when dis-

cussing the Draft Model Provisions. It asked why ILO had preferred not to co–sponsor the present Committee of Governmental Experts.

23. In answering this question the representative of ILO said that, according to the principles of ILO, all the questions concerning employment relationships — in their existence and consequences — should be examined on a tripartite basis. Consequently ILO had planned to convene a tripartite meeting on salaried authors in October 1987, a meeting which would also deal with salaried inventors.

Discussion Article by Article

24. The general discussion was followed by detailed examination, article by article, of the Model Provisions and the relevant annotations, submitted to the Committee. The participants made a number of observations and proposals amending the original draft. In conclusion the Committee adopted the Model Provisions for National Laws on Employed Authors as contained in Annex I of the report. It should be mentioned that a number of participants stated that not all the clauses of the Model Provisions met with their entire agreement.

25. The observations and suggestions made by the participants are summarized as follows:

ALTERNATIVE "A"

Article A1: Original Ownership of Copyright

26. Some participants expressed the view that Article A1 in its present form was not necessary, because it did not contain anything but a fundamental provision wbich was included in the great majority of national laws. All the other participants, bowever, insisted on retaining this Article in the Model Provisions because it was necessary for the comprehensive and unambiguous regulation of the rights of employed authors.

27. The adjective "natural" was added to the text of the Article in square brackets because under certain national laws it might be necessary to make it clear that it was the individual creator who was covered by this provision. An explanation should be included on this point in the annotations to the Model Provisions.

Article A2: Economic Rights

28. The expression "the rights ... shall be deemed to be transferred" used in paragraph (1) in the original draft was replaced by the expression "the rights ... shall be deemed to be granted" to make it clear that the provision covered both assignments of rights and licenses to use the work according to the legal solutions chosen by national legislations. An explanation should be included on these considerations in the annotations to this Article.

29. A great number of participants made proposals on the definition of the sphere of activity of the employer in paragraph (1). The adjectives "customary," "normal," "usual," "declared," "statutory," "permanent" and "publicly known" were proposed to define the sphere of activity. It was also suggested that the definition should be based on the statutes, by–laws, service instructions or other similar documents of the employer. It should be explained in the annotations that all those possibilities may be taken into account in the definition of the sphere of activity of the employer.

30. The expression "the spbere of its activity reasonably envisaged by the parties" was finally accepted to cover, in a flexible way, all the above–mentioned possible solutions and to concentrate on the actual sphere of activity taken into account by the parties themselves.

31. Although it was accepted tbat in the Model Provisions the time of the creation of the work should be mentioned as the time to be taken into account to identify the sphere of activity of the employer, some participants expressed the view that some other solutions would be better, such as the moment of the beginning of the employment relationsbip or that of banding over the work.

32. It was decided that the words "in writing" should be replaced by the word "expressly" in paragraph (1) of this Article and in all the other Articles of the Model Provisions to avoid conflict with certain general provisions in national laws, regarding formalities required for such agreements.

33. It was also agreed that the purpose of the second sentence of paragraph (1) was to make it clear that the parties could not deviate from the provision contained in the first sentence of the same paragraph to the disadvantage of the author. The author may give more right to the employer, but not under the employment contract, rather on the basis of a separate authorization.

34. The observer from one non-governmental organization said that Article A2 should also be applied where the employed author had transferred the exercise of the rights in his future works to a collecting society prior to entering into the employment relationship.

35. While the delegations agreed upon the provision contained in the new paragraph (2) of Article A2, the observers from some non-governmental organizations expressed their doubts as to whether this provision was enough in itself to solve the problems of frequent changes of activities necessitated by galloping technological development. They did not agree with the restriction of the rights granted to the employers as provided for in Article A2.

36. It was decided that paragraph (2) of the original draft should be deleted, because it was presumed that this question was regulated in national laws in a more general manner. In the annotations, however, an explanation should be included on possible repercussions that such general provisions may have on authors' rights.

Article A3: Moral Rights of the Employed Author

37. Several participants emphasized that any provision on moral rights in the Model Provisions should be in conformity with Article 6bis of the Berne Convention.

38. Some delegations referred to the principle of inalienability of moral rights applied in their national laws. It was particularly stressed that the right to claim authorship cannot be waived. It is only the exercise of this right which is covered by paragraph (1) of Article A3.

39. It was understood that the new paragraph (2) of Article A3 could be interpreted to mean that if the author was not named there could be no prejudice to his honor or reputation. Several delegations, however, stressed that the employed author should have the right to oppose any modification of his work which would be prejudicial to his honor or reputation even where he remains anonymous.

40. A delegation said that, in the case of collective works, the employer should have the right to modify the contribution of any author who was unable or refused to do so. In such a case the author should have the right to remain anonymous.

Article A4: Rewards

41. It was agreed that Article A4 of the original draft should be deleted.

42. Several participants were against any legal provisions on remuneration additional to the salary of the employed author. Some of them considered that this question should be settled by contracts. Others were of the opinion that even the principle of such a provision was questionable, because when the author enters into an employment contract he accepts that his salary is deemed to be the remuneration of his creative activity.

43. Several other participants stressed that the principle of additional remuneration should be applied in national legislation. Examples were given from national laws which provided for such remuneration (for example, in the case where the right to use the work is granted by the employer to third parties). One delegation proposed that this question should be settled in Article A2.

44. It was finally decided that the question of additional remuneration should be mentioned in the annotations to Article A2, and reference should be made to national legislations which contain provisions on this matter.

45. The representative of one non-governmental organization expressed his regret that the Model Provisions did not contain any provision on additional remuneration.

Article A5: Termination of the Employment

46. The expression "until the expiration of the term of protection of the rights protected" was deleted because it was recognized that there are national laws which limit the duration of the right of the employer to use the work, and that such limitation was also possible under contracts.

ALTERNATIVE "B"

Article B1: Original Ownership of Copyright

47. The Article was adopted with slight drafting modifications. One delegation, however, was of the opinion that the employer should only be entitled to those rights which were necessary for the normal and declared activity of the employer.

Article B2: Moral Rights of the Employed Authors

48. The expression "the employed author shall not have the right to be named as author" as used in the original draft was replaced by the expression "the employed author shall be deemed to have

agreed not to be named as author" to avoid any possible conflict with Article 6bis of the Berne Convention.

Article B3: Rewards

49. The Article was deleted for reasons which are explained in paragraphs 40 to 43 of the report.

Article B4: Termination of the Contract

50. The Article was adopted with the same modification as was explained in paragraph 44 of this report.

Conclusion

51. Some delegations expressed the belief that the Model Provisions were not yet ripe for dissemination and were in need of further consideration.

52. The Committee noted that the Secretariats would report on the results of the meeting to the next sessions of the Executive Committee of the Berne Union and the Intergovernmental Copyright Committee established by the Universal Copyright Convention, in order to make it possible for them, if they find it appropriate, to make proposals on the future work in this field.

VII. Adoption of the Report and Closing of the Meeting

53. The Committee unanimously adopted this report under the chairmanship of one of the Vice-Chairmen, Mr. G. Aversa, the Chairman of the Committee having had to leave the meeting before its closing. After the usual thanks, the acting Chairman declared the meeting closed.

ANNEX I

Model Provisions for National Laws on Employed Authors

ALTERNATIVE "A"

Article A1: Original Ownership of Copyright

The rights protected by this Law shall originally vest in the [natural] person who created the work ("the author").

Article A2: Economic Rights

(1) Where a work is created within the scope of an employment contract, the exclusive right to use the work shall, subject to Article A3, be deemed to be granted to the employer to the extent necessary in the sphere of his activity reasonably envisaged by the parties at the time of the creation of the work. The employer may expressly accept the limitation of such right to use the work.

(2) Where the activity of the employer substantially changes after the creation of the work, an express authorization of the employed author shall be required for uses of the work in the new activity.

Article A3: Moral Rights of the Employed Authors

(1) The employed author shall be named as author on all copies of the work published and in connection with all public performances of the work effected by or with the authorization of the employer, unless the parties expressly agree otherwise.

(2) The employed author cannot oppose any modification of the work necessary for its exploitation in the sphere of activity of the employer, as defined in Article A2, paragraph (1), unless such modification is prejudicial to the honor or reputation of the employed author.

Article A4: Termination of the Employment

The termination of the employment relationship shall not affect the continued application of the provisions of Articles A1 to A3. Derogations to this rule may be expressly agreed upon between the parties but only after the termination of the employment relationship.

ALTERNATIVE "B"

Article B1: Original Ownership of Copyright

Where a work is created in the scope of an employment contract, the rights protected by this Law shall, unless expressly provided for otherwise and subject to Article B2, originally vest in the employer.

Article B2: Moral Rights of the Employed Author

(1) Unless expressly provided for otherwise, the employed author shall be deemed to have agreed not to be named as author in connection with any utilization of his work by or with the authorization of the employer.

(2) The employed author cannot oppose any modification by the employer unless such modification is prejudicial to the honor or reputation of the employed author.

Article B3: Termination of the Employment

The termination of the employment relationship shall not affect the continued application of the provisions of Articles B1 and B2. Derogations to this rule may be expressly agreed upon between the parties but only after the termination of the employment relationship.

ANNEX II

List of Participants

I. States

Algeria: A.-M. Kateb. **Bangladesh**: H. Rahman. **Denmark**: J. Norup-Nielsen. **Finland**: J. Liedes; S. Lahtinen. **Germany (Federal Republic of)**: R. Hilger. **Hungary**: G. Boytha. **India**: S.R. Tayal. **Italy**: M.G. Fortini; G. Aversa. **Japan**: S. Kamogawa. **Luxembourg**: F. Schlesser. **Norway**: J. Holland. **Panama**: I. Aizpurua Perez. **Philippines**: A.L. Catubig. **Portugal**: M. Jordao. **Soviet Union**: M. Voronkova. **Spain**: E. de la Puente; A. Delgado; F. Castano; L. Castro Mouzo. **Sweden**: W. von Greyerz. **Switzerland**: K. Govoni; F. Probst. **Thailand**: K. Phutragool. **Tunisia**: T. Ben Slama. **United Kingdom**: D.R. Irving. **United States of America**: W.H. Skok; P. Lyons.

II. Specialized Agencies of the United Nations System of Organizations

International Labour Organisation (ILO): R. Cuvillier.

III. Intergovernmental Organizations

Arab Educational, Cultural and Scientific Organization (ALECSO): A. Derradji. **Council of Europe (CE)**: P. Dewaguet.

IV. International Non-Governmental Organizations

European Broadcasting Union (EBU): W. Rumphorst; B.A. Jennings; U. Peyron. **International Association of Conference Interpreters (AIIC)**: J. Yates. **International Bureau of Societies Administering the Rights of Mechanical Recording and Reproduction (BIEM)**: J.-A. Ziegler; N. Ndiaye. **International Confederation of Societies of Authors and Composers (CISAC)**: J.-A. Ziegler; N. Ndiaye. **International Federation of Film Producers Associations (FIAPF)**: A. Brisson. **International Federation of Journalists (IFJ)**: S.O. Gronsund. **International Group of Scientific, Technical and Medical Publishers (STM)**: P. Nijhoff Asser. **International Literary and Artistic Association (ALAI)**: J.-A. Ziegler; N. Ndiaye; E. Martin-Achard. **International Publishers Association (IPA)**: J.-A. Koutchoumow; C. Clark. **International Secretariat of Arts, Media and Entertainment Trade (ISETU)**: I. Robadey.

V. Secretariat

United Nations Educational, Scientific and Cultural Organization (UNESCO)

K. Vasak *(Director, Copyright Division)*; Y. Gaubiac *(Consultant, Copyright Division)*.

World Intellectual Property Organization (WIPO)

A. Bogsch *(Director General)*; M. Ficsor *(Director, Copyright Law Division)*.

Notifications

Convention Establishing the World Intellectual Property Organization

SIERRA LEONE

Accession

The Government of the Republic of Sierra Leone deposited, on February 18, 1986, its instrument of accession to the Convention Establishing the World Intellectual Property Organization (WIPO).

The Convention Establishing the World Intellectual Property Organization will enter into force, with respect to the Republic of Sierra Leone, three months after the date of deposit of its instrument of accession, that is, on May 18, 1986.

WIPO Notification No. 134, of February 18, 1986.

Nairobi Treaty on the Protection of the Olympic Symbol

OMAN

Accession

The Government of the Sultanate of Oman deposited, on February 26, 1986, its instrument of accession to the Nairobi Treaty on the Protection of the Olympic Symbol, adopted at Nairobi on September 26, 1981.

The said Treaty enters into force, with respect to the Sultanate of Oman, on March 26, 1986.

Nairobi Notification No. 35, of February 26, 1986.

SAN MARIN

Accession

The Government of the Republic of San Marin deposited, on February 18, 1986, its instrument of accession to the Nairobi Treaty on the Protection of the Olympic Symbol, adopted at Nairobi on September 26, 1981.

The said Treaty enters into force, with respect to the Republic of San Marin, on March 18, 1986.

Nairobi Notification No. 34, of February 18, 1986.

National Legislation

NEW ZEALAND

An Act to amend the Copyright Act 1962

(No. 134, of October 1, 1985)

Short Title

1. This Act may be cited as the Copyright Amendment Act 1985, and shall be read together with and deemed part of the Copyright Act 1962[1] (hereinafter referred to as the principal Act).

Interpretation

2. Section 2(1) of the principal Act is hereby amended by inserting in paragraph *(a)* of the definition of the term "artistic work", after the word "engravings,", the word "models,".

Ownership of copyright in literary, dramatic, musical and artistic works

3. Section 9(3) of the principal Act is hereby amended by inserting, after the word "engraving,", the word "model,".

Special exceptions from protection of literary and artistic works

4. (1) The principal Act is hereby amended by inserting, after section 20, the following section:

"20A. The making of any object in 3 dimensions (including a reproduction in 2 dimensions reasonably required for the making of the object) does not infringe the copyright in a literary or an artistic work, if the work or a reproduction thereof forms part of—

"*(a)* A patent specification which—

"(i) Is open to public inspection in the New Zealand Patent Office in respect of a New Zealand patent which has ceased to exist; and

"(ii) Is used for the purpose of making the object; or

"*(b)* A representation or specimen of a design which—

"(i) Is open to public inspection in the New Zealand Patent Office in respect of a design for which registered protection in New Zealand has ceased; and

"(ii) Is used for the purpose of making the object."

(2) Subject to subsection (3) of this section, this section shall be deemed to have come into force on the commencement of the principal Act.

(3) Nothing in section 20A of the principal Act (as enacted by subsection (1) of this section) shall apply to or affect—

(a) The settlement of any action or claim made before the commencement of this Act; or

(b) Any proceedings completed before the commencement of this Act; or

(c) Any proceedings instituted or commenced before the commencement of this Act in which the trial of the substantive matters in issue has commenced.

Special exception from protection of artistic work which has been applied industrially

5. (1) The principal Act is hereby amended by inserting, after section 20A (as inserted by section 4 of this Act), the following section:

"20B. (1) The making of any object in 3 dimensions (including a reproduction in 2 dimensions reasonably required for the making of the object) does not infringe the copyright in an

[1] See the Copyright Act 1962, as amended in 1967, in *Le Droit d'Auteur (Copyright)*, 1963, pp. 161 *et seq.* and *Copyright*, 1968, p. 108.

artistic work, if, when the object or reproduction is made, the artistic work has been lawfully applied industrially in New Zealand or in any other country more than 16 years before the object or reproduction is made.

"(2) For the purposes of subsection (1) of this section, an artistic work is applied industrially if—

"*(a)* More than 50 reproductions in 3 dimensions are made of it, for the purposes of sale or hire; or

"*(b)* It is reproduced in 3 dimensions in 1 or more articles manufactured in lengths, for the purposes of sale or hire; or

"*(c)* It is reproduced as a plate which has been used to produce—

"(i) More than 50 reproductions of an object in 3 dimensions for the purposes of sale or hire; or

"(ii) One or more articles in 3 dimensions manufactured in lengths for the purposes of sale or hire.

"(3) For the purposes of subsection (2) of this section, 2 or more reproductions in 3 dimensions which are of the same general character and intended for use together are a single reproduction."

(2) This section shall come into force on the 1st day of October 1986.

Rights of owner of copyright in respect of infringing copies, etc.

6. (1) Section 25 of the principal Act is hereby amended by inserting, after subsection (2), the following subsection:

"(2A) Notwithstanding subsection (1) of this section, a plaintiff sball not be entitled to the rights and remedies referred to in that subsection in respect of infringing copies which are reproductions in 3 dimensions of any artistic work, or which are reproductions in 2 dimensions reasonably required for the making of the reproduction in 3 dimensions, or in respect of any plate used or intended to be used for making those infringing copies, unless the Court orders otherwise having regard to—

"*(a)* The flagrancy of the infringement;

"*(b)* Any benefit shown to have accrued to the defendant by reason of the infringement;

"*(c)* The sufficiency of the remedy of damages for infringement;

"*(d)* Any other matters the Court thinks fit."

(2) Subject to subsection (3) of this section, this section shall be deemed to have come into force on the commencement of the principal Act.

(3) Nothing in section 25 (2A) of tbe principal Act (as enacted by subsection (1) of this section) shall apply to or affect—

(a) The settlement of any action or claim made before the commencement of this Act; or

(b) Any proceedings completed before the commencement of this Act; or

(c) Any proceedings instituted or commenced before the commencement of this Act in which the trial of the substantive matters in issue has commenced.

Proof of facts in action for infringement of copyright in artistic work

7. (1) The principal Act is hereby amended by inserting, after section 27, the following section:

"27A. (1) This section applies to any action for infringement of copyright in any artistic work of which reproductions in 3 dimensions have been made available to the public by or with the licence of the owner of the copyright in that artistic work.

"(2) Where, in any action to which this section applies, it is proved that at the time the reproductions were made available to the public, whether in New Zealand or in any other country, every such reproduction was clearly and legibly labelled or marked so as to indicate the following claims, namely,—

"*(a)* That copyright existed in the artistic work of which the reproduction was made; and

"*(b)* That the person named on the label or mark as the owner of the copyright was the owner of the copyright and any person named as an exclusive licensee of the owner was an exclusive licensee; and

"*(c)* That the reproduction was first made available to the public in a year specified on the label or mark—

it shall be presumed in the absence of evidence to tbe contrary—

"*(d)* That at all material times the defendant had knowledge of each of the claims specified in paragraphs *(a)* to *(c)* of this subsection; and

"*(e)* That the reproduction was first made available to the public in the year specified.

"(3) For the purposes of subsection (2) of this section, evidence that the reproduction was labelled or marked with the symbol "©" together with the name of the owner of the copyright in

the artistic work and any person who holds an exclusive licence granted by the owner of that copyright to make the reproduction and the year the reproduction was first made available, is evidence that the reproduction was labelled or marked so as to indicate the claims specified in paragraphs *(a)* to *(c)* of subsection (2) of this section.

"(4) Nothing in this section limits or affects section 27 of this Act."

(2) All proceedings for infringement of copyright commenced before the commencement of this Act and which are pending at the commencement of this Act, shall be heard and determined—

(a) If the hearing of the substantive matters in issue in those proceedings has commenced, as if this section had not been passed; and

(b) If the hearing of the substantive matters in issue in those proceedings has not commenced, in accordance with section 27A of the principal Act as enacted by this section.

Penalties and summary proceedings in respect of dealings which infringe copyright

8. Section 28 (3) of the principal Act is hereby amended—

(a) By omitting from paragraph *(a)* the expressions "4" and "100", and substituting the expressions "50" and "1,000" respectively; and

(b) By omitting from paragraph *(b)* the expression "100", and substituting the expression "1,000".

Repeal

9. Section 20 (8) of the principal Act is hereby repealed.

Transitional provision in respect of models

10. Copyright shall not subsist by virtue of any amendment made to the principal Act by this Act in any model made before the commencement of this Act.

The Berne Convention and National Laws

In the framework of the celebration of the Centenary of the Berne Convention for the Protection of Literary and Artistic Works, the International Bureau of WIPO is publishing a series of articles in its reviews Copyright *and* Le Droit d'auteur *on the interaction between the Berne Convention and national laws.*

On January 1, 1986, the year in which the Berne Convention will be one hundred years old, there are 76 countries party to the Convention. They are the following: Argentina, Australia, Austria, Bahamas, Barbados, Belgium, Benin, Brazil, Bulgaria, Burkina Faso, Cameroon, Canada, Central African Republic, Chad, Chile, Congo, Costa Rica, Côte d'Ivoire, Cyprus, Czechoslovakia, Denmark, Egypt, Fiji, Finland, France, Gabon, German Democratic Republic, Germany (Federal Republic of), Greece, Guinea, Holy See, Hungary, Iceland, India, Ireland, Israel, Italy, Japan, Lebanon, Libya, Liechtenstein, Luxembourg, Madagascar, Mali, Malta, Mauritania, Mexico, Monaco, Morocco, Netherlands, New Zealand, Niger, Norway, Pakistan, Philippines, Poland, Portugal, Romania, Rwanda, Senegal, South Africa, Spain, Sri Lanka, Suriname, Sweden, Switzerland, Thailand, Togo, Tunisia, Turkey, United Kingdom, Uruguay, Venezuela, Yugoslavia, Zaire and Zimbabwe.

The Conference of WIPO and the Assembly of the Berne Union adopted a resolution in Geneva on October 1, 1985, inviting all States not yet members of the Berne Convention to treat 1986, the year of the Centenary of the Berne Convention, as the occasion for considering, as a matter of high priority, the advantages of adhering to it. It is hoped that many States will pay attention to this resolution and that the number of member countries of the Berne Union will further increase this year or in the years to come.

Taking into account the number of countries party to the Berne Convention, it would have been impractical to try to demonstrate the interaction between the Convention and the national laws of all the countries party to it. Therefore the "founders" only were invited, namely, those countries whose ratifications of the 1886 text had brought the Berne Convention into force in 1887. There were eight such countries: Belgium, France, Germany, Italy, Spain, Switzerland, Tunisia and the United Kingdom. The number of articles, however, will be nine, because there are articles by two German authors: one from the Federal Republic of Germany and one from the German Democratic Republic.

Those nine authors, all of them prestigious specialists in the field of copyright, have been asked to show, in their articles, how the original Berne Convention, and each of its revisions, were influenced by the development of the national law of their country and, conversely, how the Berne Convention, the preparations for its revisions and its revisions influenced the national law of their country.

The nine articles, separately and as an ensemble, will, it is believed, show how the Berne Union, during the first hundred years of its existence, furthered and harmonized both nationally and internationally, the protection of authors' rights, by crystallizing common standards derived from the national laws of various member States and inducing national legislations to adopt new requirements developed in the course of the consecutive revisions of the Convention. The first of the nine articles is published in this issue; the others will be published in the subsequent four issues of this periodical. The series of articles is intended to demonstrate both the pioneering role and the consolidating effect of the oldest international treaty for the protection of authors' works, unfolding in permanent response to ever-new challenges arising from the changing technical and socio-economic environment.

The Federal Republic of Germany and the Berne Union

Eugen ULMER*

1. The Berne Convention stands in high esteem in Germany.

History has taught the Germans in a special way the risk that territorial limitations represent for the authors' interests. Until the Reich was founded, in 1871, protection of authors was a matter for the individual German States: it came to a halt at the provincial frontiers. Copying still flourished at the close of the 18th century and the beginning of the 19th. Goethe's early works were the most frequently copied books of their time, as had once been Luther's Bible. At the end of his life, Goethe obtained protection for his rights in the final edition of his work by means of privileges from 39 separate States.

Likewise, until 1871, the conclusion of copyright treaties with foreign countries lay in the competence of the various States. Thirty–six such treaties came into being. These treaties were then to be replaced by treaties concluded with the Reich. In fact, such a treaty was concluded, for instance with France. However, the conclusion of individual treaties was soon to become superfluous. They were replaced by a multilateral treaty, the Berne Convention. For Germany, this Convention represented a final step in overcoming the consequences of territorial limitation.

2. A German particularity stands out in the founding of the Berne Union.

In France, the struggle for international copyright protection was led by writers, poets and academics. The 1878 World Exhibition in Paris served also as a meeting point for these intellectual forces. Tbere, in Paris, was founded the *Association littéraire internationale*, today's ALAI, with Victor Hugo as its honorary President.

In Germany, on the other hand, the focus lay with the booktrade. Leading German publishers intervened at the Vienna Congress in favor of the protection of intellectual property, but achieved only a small measure of progress. The *Börsenverein des Deutschen Buchhandels* (Association of the German Book Trade), founded in 1825, followed in its tracks and prepared a draft for a German Copyright Law. This effort was made in harmony with the authors and their associations, but the *Börsenverein* still remained the leading element in the practical pursuit of their joint interests.

These activities did not go unnoticed in France. The *Association littéraire internationale* therefore approached the *Börsenverein* with an invitation to a Conference to be held in Rome in 1882. The invitation was accepted and the General Secretary of the *Börsenverein*, Dr. Paul Schmidt, was sent to Rome. Following preliminary talks with the Permanent Secretary of the *Association littéraire*, he moved that the Conference should not discuss details, but that practical measures should be taken to found a "Literary Union" by convening a Conference. This motion was accepted and Berne was suggested as the venue for the Conference. The Swiss Government was approached and willingly undertook the task of convening after a preliminary Conference three Diplomatic Conferences, at the last of which the 1886 Convention was signed by 10 States, and ratified the following year by nine States.[1]

3. Under Article 1 of the Convention, the Contracting States constitute a Union for the protection of the rights of authors in their literary and artistic works.

This concept of a Union emphasizes the links between the Contracting States. It also means that those States that belong to differing Acts of the Convention following the work of various Revision Conferences are still bound to each other within the Union.

For Germany, it is of particular importance that the Union has survived both World Wars. Today, both German States are members of the Union. WIPO designates both States as Union countries and gives the day of entry into force, for both the Federal Republic of Germany and the German Democratic Republic, as December 5, 1887, the day of entry into force for the German Empire.

It is also a matter for international law whether individuals, who as such are not contracting parties to the Convention, may invoke the provisions of the Convention. A specific question is whether the authors and their successors in title can directly rely before national courts on the rights afforded in their favor by the Convention, but not contained in national legislation. Contrary to the view in the United Kingdom, based on a clear distinction between an international treaty and domestic application, and other States, particularly in Scandinavia, the decisions of the Supreme Court of the Reich were based

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[1] See, as regards the development of the Berne Union, *Röthlisberger, Die Berner Ubereinkunft* (1908).

on the view that the rights under the Convention were directly applicable where their content and wording possessed the necessary clarity.[2]

The Federal Court, the Supreme Court of the Federal Republic, also maintains this view.[3]

4. The content of the initial Act signed in 1886 is limited to a small number of major items. The most important provision is that of the principle of national treatment. However, it is still necessary to satisfy the conditions and formalities required by the country of origin in order to obtain protection. Although the right of translation is recognized, it is limited to 10 years following publication of the original work. The right of performance of musical works is subject to a limitation insofar as the author only maintains his right in the event of publication if he explicitly prohibits public performance on the title page or at the head of the work.

This prudent wording was chosen in the Convention to permit accession by the largest possible number of States. However, within the Union countries, it was clear that the treaty would require developing in order to secure effective protection. Article 17 of the initial Act therefore provided that the Convention could be subject to revisions in order to incorporate improvements.

The first revision limited itself to the Additional Act of Paris of 1896, that provided in particular for a reinforcement of protection in respect of translation. A comprehensive revision was proposed, on the other hand, at the second Conference. At the proposal of the French delegation, Berlin was chosen as the Conference venue.

5. The expectations placed in the 1908 Berlin Conference were not to be disappointed. As stipulated by the Convention, it was the task of the German Government to prepare the work of the Conference in cooperation with the International Bureau. The delegations had at their disposal outstanding diplomats and lawyers. The German delegation included Joseph Kohler, who was well known on account of his pioneering work in the field of intangible property rights. The Conference paid him the honor of inviting him to deliver a personal address in which he expressed his faith in intellectual rights.

The discussions were based on the proposals of the German delegation contained in the program, supplemented by further proposals made by other delegations, particularly those of Belgium, Britain, France and Italy. They had important results.

Recognition was given to the principle of protection being free of formalities. Such formalities could only be required for obtaining protection in the country of origin. Protection without formality was afforded for all other countries. The right of translation was amended and its effects extended over the entire duration of copyright protection. The right of performance was also developed. The previous limitation in the case of published musical works, where the author had not explicitly reserved his right of performance, was removed.

The term of protection was normally to amount to 50 years after the death of the author. The Union countries were nevertheless given the possibility of adopting differing provisions; therefore the concept of reciprocity was taken into account by what is known as comparison of terms of protection. Germany maintained a 30–year term of protection *post mortem auctoris*, that had been introduced by the Prussian Copyright Law of 1837, for almost 100 years, and in fact did not extend the term to 50 years *post mortem auctoris* until the Law of 1934. The fact that the Federal Republic's new Copyright Law of 1965 extended the term to 70 years came as a surprise to copyright experts. This extension was justified in Parliament by the interested parties by the argument that, in view of the increased expectation of life, there were an increasing number of cases in which close relatives of the author were still alive 50 years after his death, who should not be deprived of revenue from the use made of his works.

Generally speaking, a comprehensive revision was achieved in Berlin. Despite this, a number of reservations could not be avoided. Article 27, second paragraph, of the Berlin Act permits the Contracting States to declare, on exchange of ratifications, that they desire to remain bound, as regards any specific point, by the provisions of the Conventions which they had previously signed. Nevertheless, the expectation that such reservations would remain exceptions and that the level achieved would become generally accepted in time, has proved true. This view has indeed been confirmed, apart from individual exceptions concerning the right of translation.

The adaptation of German law to the Berlin Act was implemented by the Amending Law of 1910. This concerned, among other things, what were known at the time as mechanical instruments of music and cinematography. The new version departed from the original Act of the Convention in that it acknowledged the author's exclusive right in the mechanical reproduction of his works, especially in reproduction on records and other phonograms. However, Germany made use of the reservation permitted by the Berlin Act insofar as in those cases in which the author had permitted a manufacturer to mechanically reproduce his works, a compulsory

[2] See the decisions in RGZ 117, 280 and 124, 7.

[3] See BGHZ 11, 138. For the theoretical grounds, see Ulmer, *Urheber– und Verlagsrecht*, 3rd Edition 1980, p. 67, with further references.

license could be provided for other manufacturers. In respect of cinematography, covered for the first time in the Berlin Act, the two rules were adopted, i.e. that the filmmaker requires the consent of the authors whose works he used, and that the cinematographic productions, for their part, became copyrightable. In the case of cinematography, this constituted the first occasion on which creations made possible by technology were taken into account first in the Convention, and then later in the national laws. These are cases in which the Berne Convention has acted as a pacemaker in the development of law.

6. Twenty years after Berlin, there followed the Rome Conference. This Conference clarified a number of important points. It likewise regulated for the first time the authors' right of broadcasting.

The principal merit of the Rome Conference, however, was its acknowledgment of moral rights in Article 6bis of the Convention. This constitutes, similarly to the recognition of copyright protection without formalities, a page of glory in the history of the Berne Union. The basis was an Italian proposal for which Piola Caselli must take a considerable part of the credit. The Records of the Conference report that the proposal was greeted with enthusiasm by most of the delegations. The German delegation likewise had no problem in acceding to that proposal. The protection of personal interests had long since been recognized in German case law and legal writings. A typical case is that of the well-known decision of the Supreme Court of the Reich concerning sirens on a rocky island.[4] Theory in Germany was influenced by the concept, advocated in particular by Gierke,[5] that copyright was essentially a right of personality. Although this theory was unable to impose itself in the overall concept of copyright against the concept advocated by Kohler of the rights in intangible property, it nevertheless clarified basic characteristics of copyright.[6]

The regulation of moral rights in the Berne Convention basically corresponds to that in the German Copyright Law of 1965: it does not simply concern individual rights of personality against whose infringement the author can take action. Moral rights are in fact a basic element of copyright, from which the individual powers derive, and which supplement the rights of exploitation, which, for their part, also contain an element of personality right. Under the German system, moral rights also cover the right of first publication of a work. Moreover the Law speaks not only of personal, but also of the intellectual links between the author and his work: an author is not simply concerned that his honor or his reputation may be damaged by prejudicial acts to his work. His interests can also assume an objective orientation. His concern can be the existence and effect of his work that could be jeopardized by making changes.

7. Rome was followed by Brussels in 1948. As a result of the upsets of the postwar years, Germany was not represented in Brussels. This did not stop the Federal Ministry of Justice from aiming to accede to the Brussels Act. However, accession was not possible without changes to the German legislation. In particular, the detailed regulation of the right of broadcasting undertaken in Brussels required adaptation of the German law.

The situation in Germany was that, in principle, a revision of copyright law had been planned for dozens of years. A number of drafts had been prepared, private drafts, ministerial drafts, a joint Austro–German draft and a draft by the Academy for German Law in 1939. At the outbreak of war, all this work came to a standstill.

After the war, the Brussels revision was a good occasion for the Federal Ministry of Justice for resuming the reform. The result was a basic revision and a reinforcement of copyright protection that went beyond simple adaptation to the Brussels Act. The Brussels text was nevertheless painstakingly followed and in September 1965 the *Bundestag* simultaneously passed both the new Copyright Law and the Law on Accession to the Brussels Act of the Berne Convention.

8. The most recent revisions, so far, of the Berne Convention are those of Stockholm (1967) and Paris (1971).

The Stockholm Revision Conference brought not only the disputed Protocol Regarding Developing Countries, but also an improvement to the Convention system and a supplement to substantive copyright protection. In particular, for the first time in Stockholm, the most important exploitation right of the author, the right of reproduction, was included in the text of the Convention (Article 9). The gap that had existed until then may be explained by the fact that when laying down the principle of the right of reproduction, it was also necessary to determine the exceptions that could be applied by the Union countries. At Stockholm, the Conference succeeded in finding a general formula for the exceptions. Article 9(2) of the Stockholm Act reads as follows:

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[4] See RGZ 79, 197. The artist was able to prevent the nude sirens in a fresco he had created from having clothes painted on them.

[5] Gierke, *Deutsches Privatrecht I* (1895), pp. 762 *et seq.*

[6] See, for legal developments, particularly the comprehensive comparative study by Strömholm, *Le droit moral de l'auteur en droit allemand, français et scandinave*, Volumes I and II, 1 (1966–1973).

It shall be a matter for legislation in the countries of the Union to permit the reproduction of such works in certain special cases, provided that such reproduction does not conflict with a normal exploitation of the work and does not unreasonably prejudice the legitimate interests of the author.

In view of the extent now assumed by the photomechanical reproduction of protected works, the relevant provision is particularly important. The laws of the Union countries and their practical application, however, frequently go further in the acceptance of exceptions than should be the case under the wording and spirit of the Convention. Individual provisions have been adopted, in particular, for photocopies made for libraries and for educational purposes. However, more recent laws also include comprehensive rulings. For instance, in the Federal Republic of Germany, the Law amending the Copyright Law, adopted by the *Bundestag* on May 23, 1985, has introduced a detailed provision: the Law secures to the authors, in those cases in which reprographic reproduction is permissible, a lump sum remuneration in the form of an appliance levy to be paid by the manufacturers, and also affords the authors a claim to appropriate remuneration that may be asserted against large–scale copyiers such as public librairies, schools, universities and other teaching and research establishments or copy shops.

As far as the Protocol Regarding Developing Countries is concerned, the German delegation was not active at the Stockholm debates. Subsequently, however, in view of the hefty resistance by the associations of authors and publishers, including the associations of the Federal Republic of Germany, the German delegation, together with other delegations, deployed considerable efforts to find a compromise. The aim was also to include the provisions of the Universal Copyright Convention in the debates and to achieve a joint solution for both Conventions.

Following detailed preliminary work, the Conferences for the revision of the Berne Convention and the Universal Copyright Convention, meeting simultaneously in Paris in 1971, succeeded in finding a solution. The decisive factor was that in view of the demands by the developing countries, in the interest of their social and cultural development, copyright laws could no longer be limited, as under the Stockholm Protocol, by means of a statutory license, which would have permitted the developing countries to intervene in the rights of reproduction and translation without first contacting the authors, their successors in title or the publishers. What was provided was a compulsory license that could only be granted following a prior approach to the author and after the expiry of certain time limits. This provides the possibility of reaching an understanding with the copyright owners and thus avoiding compulsory measures. So far, not one single case is known in the Federal Republic of Germany of use having been made of a compulsory license. The *Börsenverein* has however followed the Washington recommendations and set up an information center to advise developing countries and to arrange for the granting of licenses where necessary.

9. Stockholm and Paris bring to a close this survey of the history and of the Revision Conferences of the Berne Union, showing the participation of Germany in the shaping of the Convention and the feedback from the provisions of the Conference in respect of Germany and of the Federal Republic. Today, we are faced by a number of new copyright questions that have been created by technical developments. These concern the storage and retrieval of protected works by means of computers, the creation of works with the assistance of computers and, in particular, the protection of computer programs. Further questions are those of the transmission of broadcasts by cable and by satellite and the innovations in the video field. Although no new Revision Conference is planned, we are happy that WIPO is examining these matters in detail and that committees of experts and of government representatives are convened in order to reach views as uniform as possible. It is important in so doing that, whilst recognizing the realities and practical requirements involved, the spirit of the Berne Convention should nevertheless be respected and that the protection of intellectual property should remain secure.

(WIPO translation)

General Studies

Copyright in Relation to Recording and Broadcasting Rights

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Comments on the "Letter from the United Kingdom" Published in the November 1985 Issue of This Review

Collective Administration of Authors' Rights

Collective Administration and Competition Law

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1. In a previous study[1] on recent case law of the Court of Justice of the European Communities, we referred to a number of decisions that marked the phases of the necessary, but undoubtedly not particularly fortifying, integration of patent legislation within a wider legal framework, namely that of the European Economic Community. Certain of the latter's principles could not easily take into account special protection regimes such as literary and artistic property without altering their meaning, because such regimes not only preceded the Community but above all are completely foreign to it.

In this context, it is sufficient to emphasize that the Treaty of Rome establishes a policy of competitiveness, while copyright legislation gives a status of exclusivity: the heterogeneity is obvious and difficulties were therefore inevitable.

Nevertheless, we tried to show that the Court of Justice of the European Communities had strived to maintain the special character of the literary and artistic property regime, as well as its specificities, by seeking in the Treaty of Rome provisions whose interpretation would enable it to avoid the disastrous dismantling to which this regime would otherwise inevitably had been condemned in view of the recognized primacy of Community law.

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[1] See *Copyright*, 1982, pp. 188 *et seq.*

We also pointed out that many problems of compatibility between economic legislation and copyright still remained to be solved. Among these, on the one hand, we referred to the need to take into account "the necessary implications of the collective administration of various authors' rights compared witb the requirements of Articles 85 and 86 of the Treaty concerning the rules of competition," and on the other hand, the establishment of principles regarding the fixing of prices in the field of copyright "a general question whicb is nevertheless essential for authors."

On these two points, which are both fundamental, the French Supreme Court of Appeal pronounced judgment twice on April 16, 1985.

Naturally, this higher court does not pronounce judgment through "regulatory decisions," which might be said to correspond to the "declared to be law" pronounced by the Court of Justice of the European Communities. In any case, decisions by the French Supreme Court cannot constitute a precedent outside France. However, some decisions by tbe highest authority in the French legal system being more important than others, they can be considered to constitute decisions of principle; moreover, when a particular decision of principle is taken as a result of legal and factual circumstances that do not contain any aspect specific to a particular national situation but are almost identical in a number of countries belonging to tbe same legal community (in the case we are discussing, this is true of the member countries of tbe Common Market), it is difficult to imagine that, in a legal framework similar to that prevailing in France, the higher courts of the other member States of the Common Market would pronounce a judgment radically different from that pronounced by the French Supreme Court when they are dealing with cases similar to those considered by the French Supreme Court of Appeal. In "common law," just as in other fields, it can be considered that the same causes produce the same effects.

This is why it appeared to us to be of interest to comment on the recent case law of tbe French Supreme Court of Appeal with regard to two basic questions concerning the reconciliation of copyright and economic legislation to which we referred above.

2. Firstly, it is necessary to describe as concisely as possible the facts concerning the long legal argument to which the French Supreme Court of Appeal has put an end under the circumstances which we shall consider later.

To begin with, the actors in the economic–legal drama that took place in France over the last seven years were:

— on the one hand, the society of authors which in France administers the vast repertoire made up of all the musical works, with or without words, created by authors and composers belonging to one of the organizations of authors existing all over the world, and called SACEM (Society of Authors, Composers and Music Publishers);

— on the other hand, a number of dance establishments existing in France, called discotheques, for which the use of the repertoire of musical works represented by SACEM constitutes an absolute necessity, at least for as long as the works used for the pleasure and amusement of the clients are neither the fruit of the creative inspiration of the proprietors of such establishments themselves, nor the property of creators whose interests are not represented in France by SACEM, either directly through their status as members of the Society or indirectly because of tbeir membership of one of the worldwide societies of authors to which SACEM is linked by a reciprocal representation contract.

It should also be noted, as far as the first of these parties is concerned, that the principal characteristic of nearly all societies of authors in thc world — and not only of SACEM in France — is that each of them is in a dominant position in respect of repertoires of musical works, with or without words, not only national but also foreign, on the national territory where it carries out its activity. For the reasons we shall refer to later, and even though no legal obstacle prevents it, none of these societies has become, or is in the process of becoming, established in territories on wbich another society of authors is already established; in these territories, the administration of the repertoire of each of these societies is entrusted to the "fellow–society" established there through reciprocal representation contracts among them.

Let us now look at what was at stake in the legal debate which in France opposed SACEM and the discotheques which contested it: the repertoire of musical works without which the discotheques would not be the same, that is to say they would simply not exist.

In this context, two main remarks should be made:

(a) On the one band, the innumerable and varicd musical works — which cannot be substituted for each other within the type to which they belong, classical or variety, for example — are the property of their authors and of no one else; they are the subject of intensive exploitation through duplication or public performance, whether the latter takes place through live interpretation or through a recording on a record or tape.

There are thus thousands of different works, by thousands of different authors, which are used tbou-

sands of times by thousands of different users in thousands of different places.

Under these circumstances, it is obvious that it would be utopian to imagine that an author could undertake the individual administration of each of his musical works, even on the territory of the country to which he belongs, and therefore only collective administration of the repertoire of musical works by a specific centralizing body is materially, economically and legally practicable:

— materially, because authors do not have the gift of ubiquity;

— economically, because the financial cost of negociation, supervision and control of the use of works can obviously only be borne if these activities are carried out on behalf of the greatest possible number of persons entitled and interested in the same type of exploitation of works, and if they include the greatest possible number of different works belonging to categories or types that cannot be administered individually;

— legally, because owners of discotheques using works constituting the musical repertoire are almost totally incapable materially and physically of obtaining the necessary authorizations of use from each author unless they can apply to the identifiable and competent society of authors in their village, town, region or country. For those who intend to exercise their profession legally — and fortunately they are the majority — it would be inadmissible to reduce them to the inescapable status of infringers and thereby to make them punishable by penal courts, just because they had not been able to contact the said society of authors.

(b) Furthermore, musical works used in public performance suffer, one might almost say congenitally, from a serious and twofold weakness:

Firstly, as intangible property: if infringement *lato sensu* — the use of a work not authorized by the person entitled or by his representative — is to intangible property what theft is to tangible property, fraudulent appropriation of intangible property is infinitely easier and less risky than fraudulent removal of another person's tangible property. It is easier because the increasing number of sophisticated methods of duplication and preservation of the performance of works, for example broadcasts on radio or television, are in a sense a permanent invitation to appropriate broadcast programs. The duplications thus made can then be used for new public performances. It is less risky because, in addition to ease of access to the work to which we have just referred, the criminal action to which those entitled have to resort in order to obtain damages is undoubtedly more difficult to introduce and institute than classic criminal action in cases of burglary.

Secondly, as objects whose use leaves no trace: perhaps this is not the case when duplicates of a work are manufactured, but it is true for straightforward public performance of a work; as soon as it has been performed, it disappears. This evanescence is in the nature of things, but it naturally makes the author very vulnerable when he is the victim of a dishonest operator.

Since, as we have just seen, the repertoire of musical works has become the center of a conflict that has opposed SACEM and some French discotheques for seven years, we should seek the causes. They can be resumed in a single word: money, that is to say the cost of such a repertoire as determined by SACEM and, of course, contested by the discotheques.

It would not be incorrect to state that, at least for some of the discotheque operators concerned, the cost, whatever it is, imposed by an author or his representative for permission to use his work by a third party is necessarily excessive. On the one hand it is required for the use of a right that is simply and solely intangible, and on the other hand the work, that is to say the "product" to which the right refers, is available to all without any authorization and even in spite of any prohibition.

It was therefore only too obvious that when, in a given territory (i.e. in a particular market), the author's representative represented not only a single author but all national and foreign authors, and carried out his activity from an incontestable and uncontested dominant position, the ardent jurist latent in the heart of any discotheque operator even moderately concerned by his own interests and by the correct implementation of laws regarding competition would be aroused. He would then undertake a procedural–moralist crusade against the unacceptable dominant and dominating representative whose existence and survival could only be explained by the abuse of his dominant position and by the unlawful agreements and discriminatory measures he was guilty resorting to continually and whose unbearable effect was overevaluation of a musical repertoire that, by definition, was not worth very much.

3. Having set out the facts surrounding the legal debate on which the French Supreme Court of Appeal has given a decision, we shall now explain the legal considerations upon which the conclusions of this higher tribunal are based.

Discotheque operators and their lawyers, embarked on the crusade we have referred to above, probably did not really believe that they could obtain any serious advantage from the national and multinational texts on copyright (the French Law of March 11, 1957, on Literary and Artistic Property, the Berne Convention and the Universal Conven-

tion) and the few attempts undertaken in that respect rapidly failed. However, tbey did not fail to consider that Community and national competition law would be much more favorable to them and could provide the bases for a decisive victory.

At the Community level, they continually invoked Articles 85 and 86 of the Treaty of Rome; the former prohibits agreements and concerted practices that restrict competition, while the second punishes the abusive exploitation of a dominant position in a large part of the Common Market.

At the national level, Article 50 of the amended French Order of June 30, 1945, on prices was the principal focus of discussions. The substance of this Article is the same as that of Articles 85 and 86 of tbe Treaty of Rome, but it is expressed differently.

The applicability in principle of thesc various texts to SACEM was not in doubt — at least SACEM soon stopped thinking it was in view of the decisions already taken on this subject by tbe Court of Justice of the European Communities. Moreover, on October 24, 1978, the Douai Court of Appeal upheld its applicability, but at the same time noted that the conditions of application had not been fulfilled. Since then, 21 other French Courts of Appeal and several hundred courts of first instance have pronounced the same judgment. A contrary decision dismissing the principle of applicability of competition law to SACEM was taken by tbe Aix–en–Provence Court of Appeal on June 2, 1980, but it was annulled by the Supreme Court of Appeal in a decision dated December 13, 1983, and the case was referred back to tbe Versailles Court of Appeal (although the latter has not yet pronounced judgment, it would not be rash to imagine that it will adopt the solution arrived at by the Supreme Court of Appeal in its decisions of April 16, 1985, which are the subject of this paper).

After it was decided that the principle of competition law was applicable, tbe discotheque operators concerned united their efforts to obtain its implementation.

It was their belief that SACEM's behavior sufficiently justified the instigation and pursuit of extremely serious complaints against it.

On the basis of Articles 85 and 86 of the Treaty of Rome and Article 50 of the French Order of June 30, 1945, the discotheque operators statcd that:

— SACEM was guilty of unlawful agreement with foreign societies of authors to which it was linked through reciprocal representation convcntions;

— SACEM abusively exploited its dominant position in two ways:

— firstly, the price it imposed for granting an authorization to use its repertoire was excessive and was therefore not equitable because it was a global price and did not takc into account the detailed and actual use of works, in particular, due to their national origin, and furthermore the price was based on considerations that had no direct relation to the use of works (for instance, VAT);

— secondly, SACEM discriminated between users of its repertoire and therefore put some of them at a competitive disadvantage.

With somc very rare exceptions — two in fact — the grievances untiringly advanced against SACEM, as though by a computer, were systematically and totally rejectcd by the several hundrcd French tribunals, both civil and criminal, from thc lowest to the highest, which had dealt with the question since 1978.

It was however normal that the last word should belong to the Supreme Court of Appeal which, in France, is not a third instance of jurisdiction, but which, one might say although it is probably too succint, judges judgments, that is to say judgments pronounced by judges in courts bclow and referred to it by onc or other of the parties in thc cases concerned.

After the annulment of thc judgment of the Aix–en–Provence Court of Appeal in 1983, to which we refcrred above, anothcr annulment was decreed by the Supreme Court in 1984. It concerned the Pau Court of Appeal's decisions of January 26, 1983, in disputes opposing discotheques and SACEM in favor of the latter, in the very context of application of competition law.

It goes without saying that the discothcque operators concerned, their lawyers, and those profcssional discotheque organizations which, in contrast to the others, were either directly or indirectly linked to the former, were considerably relieved.

Their relief was no doubt premature. Ignoring, or trying to ignore, the real reasons for which the Pau Court's decisions had been annulled by the Supremc Court of Appeal — it considered that there were not sufficient grounds — these stubborn plaintiffs unwisely believed that they had definitely finished with SACEM and its contractual practices, and no doubt also with the multitude of courts and courts of appeal which, until then, had decided against them.

On April 16, 1985, the Supreme Court of Appeal pronounced the two decisions whose importance wc believe justifies these remarks: this time it was no longer annulment of a decision by a court of appeal in favor of SACEM, but on the sole basis of copyright (the decision of June 2, 1980, by thc Aix–en–Provcnce Court), nor was it annulment of othcr decisions by a court of appeal in favor of SACEM on the basis of competition law, but on insufficient grounds (decisions of January 26, 1983, of the Pau Court of Appeal); on thc contrary, the two decisions did not annul decisions in favor of

SACEM, but rejected appeals lodged by two discotheque operators who had been convicted of offenses against SACEM by the Amiens Court of Appeal on May 24, 1983, and they were manifestly based on competition law, as well as on perfectly appropriate grounds.

It is interesting to note here that the decisions of the Supreme Court of Appeal concerning the decisions of the Aix-en-Provence, Pau and Amiens Courts of Appeal — the first two concerning annulment and the last two dismissal — were each taken by the First Civil Division of the Supreme Court.

But it is even more interesting to note, as we are about to do, that, after studying carefully the complaints systematically put forward and reasoned by SACEM's adversaries in support of their appeals against the decisions of the Amiens Court of Appeal, the said First Civil Division of the Court remarkably, and it would appear with the firm determination to take a decision of principle, carried out the indispensable awaited reconciliation between copyright exercised by a society of authors in a dominant position and competition law, which also applied to the society precisely because it was in a dominant position.

We should therefore heed the Supreme Court of Appeal very carefully:

(a) With regard to the complaint of unlawful agreement:

Manifestly, partitioning markets is the best way of either strengthening the dominant position in which enterprises find themselves, or tend to find themselves, or, if they are not or cannot be in such a dominant position, of obtaining the advantages of such a position and sharing them among enterprises, preferably as few as possible, which are also interested in controlling the said markets.

As we have seen above (see under 2., the facts of the case), the situation is that:

— with very few exceptions, there is only one society of authors in each country for a specific repertoire of particular works (the repertoire of musical works in the present case);

— the dominant position of a society of authors in a specific territory (the characteristic of which is to protect the society from effective competition on the territory in question) is in respect both of its "own" repertoire, that is to say the repertoire of "national" works by authors who are directly members of the society, and the repertoire of "foreign" works by authors who are members of other societies carrying out their activities on the territory of a third country;

— each society of authors limits its activity to its "national" territory, although no legal obstacle prevents any geographic extension it might decide, and outside its national territory, it contractually entrusts the administration of its own repertoire to each of the other societies of authors responsible for a particular territory — this is the substance of the reciprocal representation agreements existing among different societies of authors worldwide.

The network of reciprocal representation agreements established jointly by societies of authors in a dominant position within their respective territories was inevitably the subject of interest and immediately gave rise to the idea that here there were undoubtedly agreements and concerted practices such as those specifically prohibited by Article 85 of the Treaty of Rome and Article 50 of the French Order of June 30, 1945.

And naturally this idea did not fail to gain ground among the discotheque operators concerned and their lawyers.

Nevertheless, the indignant and clamorous arguments on the subject that they put forward rapidly came to a halt. No court followed them along this seemingly well-defined path. They made the mistake of confusing what was obvious and what only appeared to be obvious.

The concertation of aims implied by the network of reciprocal representation agreements incriminated — and SACEM was of course accused of being the main instigator — did not have the evil ambition to partition markets that was claimed.

In fact, it had, and continues to have, exactly the opposite aim, however paradoxical that might seem.

The innumerable courts which pronounced judgment on this question before the Supreme Court of Appeal were not mistaken. When markets such as those for the performance of musical works are *naturally* inaccessible to any enterprise which, on the territory in question (national, by hypothesis) constituting such a market, does not have the very cumbersome and onerous means of work indispensable to it

— because there are thousands of different works by thousands of different authors which are used thousands of times by thousands of different users,

— and because, except in cases of anarchy, the interests of the authors and of the users of these works imply negotiation, supervision, control and administration of these thousands of public performances,

these markets are *naturally* partitioned so that recourse to a network of reciprocal representation agreements is the only way, not to partition these markets which have already been partitioned because they are naturally inaccessible, but to *departition* them by making them accessible to all.

The Supreme Court of Appeal was fully aware of this and that was why it refused to annul the decisions of the Amiens Court of Appeal because it considered that the latter had been justified in stating

that the conclusion of reciprocal representation contracts between SACEM and foreign societies of authors, far from hampering normal competitiveness and being the result of an unlawful agreement, as far as the dissemination of works of foreign authors was concerned, corresponded not to a desire to obtain exclusivity but to the need for an easier and less costly procedure for control and collection of copyright fees.

It was therefore not proved, as the discotheque operators had hoped, (but their affirmations on the question went on for a long time) that foreign societies of authors could have exploited, or could exploit, personally their own repertoire in France at a lower rate than that of SACEM on its own behalf and on their behalf so that they were, as a consequence, its beneficiaries.

(b) With regard to complaints of abusive exploitation of a dominant position:

As stated above, these complaints were fully exploited by the adversaries of SACEM: to a greater or lesser degree, did not they concern the price of the Society's repertoire, namely, a price to be paid, which moreover had to be paid for a completely intangible authorization which can easily be done without?

SACEM remained very firm on the question of price, the counterpart of its authorization to discotheque operators to use its repertoire: it had no intention of vacillating because it was conscious of the perfectly equitable level at which it fixed the cost and was permanently desirous of ensuring thereby that authors would receive the remuneration due in proportion to the use made of their works.

It considered that the fee for its repertoire, fixed at 8.25% of the gross receipts of discotbeques (except for special agreements to which we shall return later) was in reasonable proportion to the counterpart it provided: for discotheques, access to the repertoire is a condition *sine qua non* of their existence and the rate of 8.25% — which only represents approximately 10% of the running costs of such enterprises — is approximately the same as the average rates used by various societies of authors in the Common Market under similar circumstances.

SACEM's fee as such was never criticized by any of the many courts that considered the case.

The contractual practices of SACEM in respect of the fee were also brought before the courts and, ultimately, before the Supreme Court of Appeal:

"The contract clause"

Under this clause in its general representation contracts, SACEM, as a professional organization of authors and in conformity with the Law of March 11, 1957, on Literary and Artistic Property (see Article 43, paragraph 2):

> ...grants the promoters of shows the right to use, during the period of the contract, present or future works constituting its repertoire under the conditions specified by the author or his representatives.

The general representation contract, as provided for in the legislation, needs to be distinguished from the representation contract, which one might say is a "single" contract concerning one or several specified works and not the totality of present and future works.

In the musical field, it is clear that there are basic differences between, for example, managing a discotheque and a concert association. One knows in advance what works are to be played, while the other does not; one only uses a certain number of specific works, while the other provides an ever-changing uninterrupted musical flow.

A general representation contract is therefore the technique best adapted to managing a discotheque while a representation contract is the best technique for a concert association.

That being so, discotheques involved in the struggle against SACEM thought that they could usefully point out that a general representation contract, because of its global nature, allowed the Society of Authors to abuse its dominant position because in this type of contract they were obliged to obtain a general authorization for all the repertoire when only a small part of the constituent works were of interest to them, the thought underlying this argument being that a part of the whole should necessarily cost less than the whole itself.

In that respect, SACEM pointed out that, on the one hand, since it was a repertoire of intellectual works, the possibility of using them freely under the general representation contract had the advantage of placing all the different constituent works on exactly the same footing with regard to the quality attributed to them by the users and it was to be hoped that quality was the reason for their choice, but on the other hand and above all, SACEM could not see how, even supposing that a previously determined and specified part of its repertoire was the subject of the contract, it could be justified that this part of the repertoire had a lesser value than it would have had if, under a general representation contract, it was decided subsequently that it was indeed that part of the repertoire which had been used to the exclusion of all other parts.

The courts took these observations into account and, in its decisions of April 16, 1985, the Supreme Court of Appeal stated that:

> ...the global conditions under which the promoter of shows is granted by SACEM the possibility to use, or not to use, its repertoire may consist, without the said SACEM abusing its dominant position, of a fee calculated independently of any effective utilization made by the user of its repertoire, and even of any utilization whatsoever...

"The basis of copyright"

The price of SACEM's repertoire undoubtedly being the prime motive of the long legal quarrel to which the Supreme Court of Appeal has put an end, and discotheques not neglecting any element, their effort not only concerned the percentage of the copyright fee itself, but also the basis used by SACEM.

It should be stated in this respect that Article 35 of the French Law of March 11, 1957, on Literary and Artistic Property provides for the principle of the authors' proportional participation in receipts from the sale or use of their works; in the cases mentioned in the Law, this proportional participation can be evaluated globally.

Within the framework of this global evaluation and in conformity with the proportionality prescribed, in its contracts SACEM provided that the basis for the percentage due to it should include all the receipts in the accounts of its fellow contracting parties, in particular, service and VAT.

The discotheques stated that these parts of the receipts were in no way connected with the used repertoire and, therefore, SACEM once more had abused its dominant position.

This was not the view of the courts involved and on April 16, 1985, the Supreme Court of Appeal stated that, on the one hand, when the basis used to calculate the proportional participation in the receipts derived solely from use of works could not be determined in practice, the law authorized global remuneration, and on the other hand, it therefore followed that conditions of a global nature authorizing use of a repertoire could consist, as the Amiens Court of Appeal had stated, in a payment calculated on the sum, including VAT, of charges not connected with dissemination of the works, without there being any abuse on the part of SACEM.

"The nationality of works"

Carried away by their own momentum, the plaintiff discotheques thought they had discovered grounds for a new accusation against SACEM; they argued that SACEM's contractual practice not to make any difference — any difference in price — among the works it administered, whether they were of national or foreign origin, constituted abuse of its dominant position. This new complaint of abuse of a dominant position was obviously directly related to the complaint of unlawful agreement referred to above, although it was distinct from it, and, like the preceding complaints, it was not accepted by the courts: the argument essentially consisted of stating that, since foreign societies of authors linked to SACEM by a reciprocal agreement imposed lower rates than SACEM on their own territory, SACEM in any case committed an unlawful act by intervening in their name and on their behalf at a different — and, by hypothesis, higher — rate. In their enthusiasm, the discotheques did not hesitate to state that SACEM, rather than transferring to foreign societies of authors the exaggerated amounts it received on their behalf, only gave them the amount corresponding to the rates said to be imposed on their own territory.

This cunning and perfidious argument is too simplistic. It completely obscures foreign authors' freedom to act on French territory where they are protected in the same way and under the same conditions as national authors. This is the meaning and scope of the so–called "national treatment" rule contained in multinational copyright conventions to which France is party, and is also the meaning and scope of Article 11 of the French Civil Code as defined by case law.

Once again, the arguments put forward by the discotheques did not meet with success in the lower courts and in its decisions of April 16, 1985, the Supreme Court of Appeal concluded that, where it was not established that foreign authors whose copyright fees were collected in France by SACEM as a result of the use made of their repertoire had entrusted the Society with obtaining a remuneration which was lower than, and not equivalent to, that collected for authors who were its members, the Amiens Court of Appeal had been justified in deciding that, in view of the complications and extra cost that differentiating between works according to nationality would inevitably involve, the practice of a single rate did not hamper normal competitiveness and did not therefore involve abuse of its dominant position by SACEM.

"Discriminatory practices"

One of the practices of abuse of a dominant position prohibited by Article 86 of the Treaty of Rome (see paragraph *(c)*) is the:

> ...application of unequal conditions to business partners for equivalent services, thereby subjecting them to a competitive disadvantage.

For its part, French legislation, contrary to all European legislation of an economic nature, in substance prohibits the use of discriminatory prices or conditions of sale when they are not justified by corresponding differences in the cost price of the goods or services.

Within the framework of the second paragraph of Article 43 of the Law of March 11, 1957, on Literary and Artistic Property, which, as we have seen, deals with general representation contracts, SACEM does in fact provide the same "service" to each of the users of its repertoire, that is to say, as the Supreme Court of Appeal stated, the possibility of representing the present and future works constituting its

repertoire. However, its "commercial partners" are not always in identical situations. Some are isolated, others are grouped together in representative professional organizations which discuss and negotiate on their behalf.

Among these organizations, there are also differences with regard to SACEM. A large number — almost all of them — effectively negotiate and in return for the concrete and considerable advantages they grant to SACEM, they obtain abatements, in particular, on fees (certain deductions are carried out in respect of the percentage of 8.25 of receipts which represents, as stated above, the copyright fee payable by discotheques); others — the exception — on the contrary reject any agreement and consequently do not grant the advantages that SACEM would like to obtain for reasons of administrative facility and which alone justify reductions in the corresponding prices.

It goes without saying that the discotheques who have encouraged and supported the seven-year legal battle which led to the Supreme Court of Appeal's decisions of April 16, 1985, belonged either to the category of the "isolated" or to that of the "grouped together," but within organizations unwilling to accept any reasonable form of agreement.

These discotheque operators, who contradicted themselves once again, made haste to proclaim unlawful discrimination and to complain about the treatment meted out to them by SACEM because it could not reach agreement with them as it had done with others.

On this point also, the courts rejected their claims, and in its decisions of April 16, 1985, the Supreme Court of Appeal judged that it was not a discriminatory practice for SACEM to sign an agreement with a professional discotheque organization granting it a preferential rate if in return it obtained concessions that facilitated its action, in particular, by substituting simplified checks for controls.

The complaint of discotheques nonmembers of such a professional organization was therefore not accepted because this method of administering the repertoire helps to ensure improved administration of the rights of authors and is consequently in conformity with the general interests of authors themselves and of users of their works.

We feel that we have thus circumscribed the problems considered by a large number of courts in France and, ultimately by the Supreme Court of Appeal itself, during the last seven years.

No doubt the difficulties to which we have drawn attention arose in a special field, but this field has been, and still is, essential for those involved: first of all, the authors, whose living conditions depend on the practical application of the legal privileges recognized to them, whatever the wider legal environment in which they move; secondly, the users of the works constituting the repertoire under consideration, especially those who refused to support the unjustified disputes instigated against the Society which is precisely entrusted with defending the interests of authors, to whom it was, and still is, important to guarantee that the amounts paid for copyright as users of the repertoire do not in any way constitute abuse and that the economic legislation applicable to one and all is thus fully respected.

(WIPO translation)

Calendar of Meetings

Commemoration of the Centenary of the Berne Convention

The official celebration of the Centenary of the Berne Convention will be held in Berne on September 11, 1986, at the invitation of the Swiss Government. The Assembly of the Berne Union will hold an extraordinary session on that occasion.

So far we have received information on the following other commemorative events by international non-governmental organizations and national organizations:

April 17 and 18 (London) — Conference organized by the Queen Mary College (University of London), Intellectual Property Law Unit, and the British Literary and Artistic Copyright Association, with the following title: "The Centenary of the Berne Convention"

April 18 (Munich) — Commemoration of the Centenary by the Institute for Copyright and Media Right (Institut für Urheber- und Mediarecht)

April 24 and 25 (Heidelberg) — Commemoration of the Centenary in the framework of the International Copyright Symposium organized by the International Publishers Association (IPA) and the Association of the German Book Trade (Börsenverein des Deutschen Buchhandels)

June 20 and 21 (Zurich) — Commemoration of the Centenary by the Swiss Society for Authors' Rights in Musical Works (SUISA)

September 8 to 12 (Berne) — Congress of the International Literary and Artistic Association (ALAI) in the framework of which the Centenary will be celebrated

September 22 to 24 (Mexico City) — Commemoration of the Centenary in the framework of the Copyright Workshop for Latin American Countries organized by WIPO and the Mexican Institute of Copyright

October 5 to 11 (Madrid) — Congress of the International Confederation of Societies of Authors and Composers (CISAC) in the framework of which the Centenary will be celebrated

October 14 to 17 (Cracow) — Commemoration of the Centenary in the framework of a Seminar organized by the Jagiellonian University

November 24 to 28 (New Delhi) — Commemoration of the Centenary in the framework of the Regional Workshop on Copyright and Neighboring Rights organized by WIPO and the Government of India

WIPO Meetings

(Not all WIPO meetings are listed. Dates are subject to possible changes)

1986

April 8 to 11 (Geneva) — Permanent Committee for Development Cooperation Related to Industrial Property

April 14 to 18 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Group on General Information

May 5 to 7 (Geneva) — Paris Union: Committee of Experts on Protection Against Counterfeiting

May 12 to 14 (Geneva) — WIPO International Forum on the Collective Administration of Copyrights and Neighboring Rights

May 22 to June 6 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Group on Search Information

May 26 to 30 (Geneva) — Paris Union: Committee of Experts on the Harmonization of Certain Provisions in Laws for the Protection of Inventions

June 2 to 6 (Paris) — Committee of Governmental Experts on Audiovisual Works and Phonograms (convened jointly with Unesco)

June 4 to 6 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Group on Patent Information for Developing Countries

June 9 to 13 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Groups on Special Questions and on Planning

June 23 to 27 (Geneva) — Committee of Experts on Intellectual Property in Respect of Integrated Circuits

September 1 to 5 (Geneva) — Permanent Committee on Patent Information (PCPI) and PCT Committee for Technical Cooperation (PCT/CTC)

September 8 to 10 (Geneva) — WIPO Patent and Trademark Information Fair

September 8 to 12 (Geneva) — Governing Bodies (WIPO Coordination Committee, Executive Committees of the Paris and Berne Unions, Assembly of the Berne Union)

October 13 to 17 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Group on General Information

November 24 to December 5 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Group on Search Information

December 8 to 12 (Geneva) — Permanent Committee on Patent Information (PCPI): Working Groups on Special Questions and on Planning

UPOV Meetings

1986

April 15 (Geneva) — Consultative Committee

April 16 and 17 (Geneva) — Administrative and Legal Committee

May 21 to 23 (Hanover) — Technical Working Party on Automation and Computer Programs

May 26 to 29 (Pontecagnano–Salerno) — Technical Working Party for Vegetables, and Subgroup

June 3 to 6 (Dublin) — Technical Working Party for Agricultural Crops, and Subgroup

July 15 to 18 (Wageningen) — Technical Working Party for Ornamental Plants and Forest Trees, and Subgroup

September 15 to 19 (Wädenswil) — Technical Working Party for Fruit Crops, and Subgroup

November 18 and 19 (Geneva) — Administrative and Legal Committee

November 20 and 21 (Geneva) — Technical Committee

December 1 (Paris) — Consultative Committee

December 2 and 3 (Paris) — Council

Other Meetings in the Field of Copyright and/or Neighboring Rights

Non–Governmental Organizations

1986

April 24 and 25 (Heidelberg) — International Publishers Association (IPA) — Copyright Symposium

May 6 to 8 (Brussels) — International Confederation of Societies of Authors and Composers (CISAC) — Legal and Legislation Committee

September 8 to 12 (Berne) — International Literary and Artistic Association (ALAI) — Congress

October 5 to 11 (Madrid) — International Confederation of Societies of Authors and Composers (CISAC) — Congress

October 20 to 23 (Vienna) — International Federation of Musicians (FIM) — Congress