

# Copyright

Monthly Review of the United  
International Bureaux for the Protection  
of Intellectual Property (BIRPI)

2<sup>nd</sup> year - No. 6

June 1966

## Contents

	Pages
<b>NATIONAL LEGISLATION</b>	
— German Democratic Republic. Copyright Act (of September 13, 1965) . . . . .	150
<b>GENERAL STUDIES</b>	
— International Double Taxation and Authors' Rights (M. Moreira da Silva) . . . . .	161
— The Historical Development of "Moral Right" (Živan Radojković) . . . . .	168
<b>INTERNATIONAL ACTIVITIES</b>	
— International Federation of Musicians (FIM). 6 <sup>th</sup> Ordinary Congress (Stresa, May 3 to 7, 1966) . . . . .	174
Post of a Deputy Director at BIRPI. Postponement of recruitment . . . . .	175
<b>CALENDAR</b>	
— Meetings of BIRPI . . . . .	176
— Meetings of Other International Organizations concerned with Intellectual Property . . . . .	176

# NATIONAL LEGISLATION

GERMANY (Democratic Republic)

## Copyright Act

(Of September 13, 1965)<sup>1)</sup>

The fundamental cultural task, in the vast edification of socialism, is the intellectual development of the human beings of socialist society and the development of the socialist culture of the Nation.

Copyright supports and promotes the realisation of this task. It also serves to assure to all citizens of the German working and peasant State the fundamental right to protection and full development of personality, freed from exploitation and oppression, of their talents and creative capacities.

By its copyright law, the socialist State guarantees extensive protection to the rights of authors of literary, artistic and scientific works. It assures to writers, artists, men of science, and to all citizens, the prospect of devoting themselves in complete tranquility to their activities in the field of intellectual creation. At the same time, copyright protects and encourages the assimilation of art and science by all citizens, and their ever-increasing participation in the various aspects of cultural and intellectual life in the midst of socialist society.

Copyright contributes to the development, promotion and protection of international cultural exchanges on the basis of reciprocity.

### FIRST PART

#### Copyright

##### FIRST SECTION

##### Principles

*Article 1.* — (1) The purpose of copyright is to promote and protect the creation of literary, artistic and scientific works. It safeguards the intellectual and material interests of the authors of these works. Copyright facilitates the extensive distribution and utilisation of literary, artistic and scientific works which serve in the progress of society, in the diffusion of humanistic ideas and in the safeguarding of peace and friendship between peoples. It thus creates a link between the personal interests of authors and the interests of society.

(2) The directors of State and Economic bodies, of cultural and scientific organisations, of publishing houses and enterprises, and of other organisations shall, within the field of their competence, assure that the rights of authors be realised, independently of the fact that a work was created within the framework of the artistic and scientific activity of citizens in the course of the exercise of a profession, or outside of such exercise. They shall encourage and assist all forms of collective work which contribute to the creation of literary, artistic and scientific works.

##### SECOND SECTION

##### The work

##### *Literary, artistic and scientific works*

*Article 2.* — (1) Copyright extends to literary, artistic and scientific works which assume an objectively perceptible form and which constitute an individual creation. Their creation can as well be the work of a collective. The means or processes by which works have been created are of no importance. Works may also take the form of sketches or plans.

(2) Works within the meaning of paragraph (1) may, for example, be:

- (a) literary works (writings, speeches and lectures);
- (b) musical works;
- (c) theatrical works (dramatic, dramatico-musical and choreographic works and pantomimes);
- (d) works of painting, sculpture, drawing, industrial drawing and applied art;
- (e) cinematographic works;
- (f) television works;
- (g) radiophonic works;
- (h) photographic works and works of photo-mounting;
- (i) architectural works.

##### *Parts of a work and titles*

*Article 3.* — Copyright extends to a work in its entirety, to parts thereof, and to its title, to the extent that such title possesses the character of an individual creation.

##### *Adaptations, translations, collections and publications*

*Article 4.* — (1) Copyright arises equally from the fact of adaptation, including dramatisation or other modifications, and from the translation of a work.

(2) Copyright also subsists in collections, anthologies and publications, to the extent that they constitute, by their form or selection, the result of a work of individual creation.

##### *News, laws and regulations*

*Article 5.* — (1) No copyright shall subsist in items of news or in communications concerning topical events.

(2) Similarly, no copyright shall subsist in any kind of laws and regulations, court decisions and official announcements.

<sup>1)</sup> Gesetz über das Urheberrecht, vom 13. September 1965, published in Gesetzblatt der Deutschen Demokratischen Republik, I, No. 14, p. 209, of September 13, 1965. English translation by BIRPI. All rights reserved.

## THIRD SECTION

## The author

*Author of a work or of an adaptation*

*Article 6.* — (1) The author of a work is the person who created it (authorship).

(2) The author of an adaptation is the adapter, and the author of a translation is the translator.

(3) The rights of an author in respect of his work are not affected by the rights of the adapter or translator.

(4) When the name of the author is indicated in a published work, it is presumed that such person is the author of the work.

*Works of collaboration*

*Article 7.* — The copyright in a work which has been created by the efforts of several persons, and which constitutes an indivisible whole, belong, in common, to all the collaborators, co-authors, even if it is possible to distinguish the individual contributions. To the extent that the co-authors have not fixed their mutual relationships by an agreement, the general provisions of the civil law concerning partnership shall apply.

*Independent works collected together*

*Article 8.* — When independent works are collected into a single work, copyright in each of the parts so integrated remains reserved.

*Editor*

*Article 9.* — (1) Copyright in respect of collections, anthologies and other editions belongs to the editor; the rights of authors of the works so incorporated remain reserved. The editor and the author shall regulate their mutual relationships by an agreement.

(2) If a legal entity is designated as the publisher of a work, within the meaning of paragraph (1) above, such legal entity shall be deemed to be the owner of the rights in the edition.

*Author of a cinematographic work and of a television work*

*Article 10.* — (1) A cinematographic work or a television work is an independent work. It is the result of collaboration based upon separate and distinct creations and which, under the control of a director, and with the assistance of cinematographic or television techniques, has been created for the purposes of communication.

(2) When a cinematographic or television work has been produced within an enterprise, such enterprise has the exclusive right, and also the obligation, for all legal purposes, to control, in its own name, the rights of the collectivity of the authors of such work.

(3) The rights in respect of separate works which have been utilised in the production of a work, within the meaning of paragraph (1) above, as integrated portions of it and, in particular, rights relating to literary or musical works, shall not be affected by the provisions of paragraph (2) above.

*Anonymous or pseudonymous publications*

*Article 11.* — When a work is published without indication of the name of the author, or under a pseudonym, control of the rights of the author is vested in the person who first lawfully published the work — in so far as such rights, in order to preserve anonymity, are not exercised by the author himself.

*Dissemination, publication*

*Article 12.* — Within the meaning of the present law, a work is deemed to be disseminated as from such time as it has, with the authorisation of the author, been publicly recited, performed on stage or otherwise, broadcast, displayed, or in any other manner put into circulation, or has appeared. A work is deemed to have been published when, with the authorisation of the author, it has been put into circulation in a sufficient number of copies.

## FOURTH SECTION

## Rights of the author

*Contents of copyright*

*Article 13.* — Copyright is a personal socialist right. The author derives non-patrimonial rights therefrom (Articles 14 to 17) and economic rights (Article 18).

*Recognition of authorship and mention of name*

*Article 14.* — (1) The author of a work has the right to recognition of his authorship in respect of the work.

(2) He may require that the name selected by him shall be mentioned in connection with his work.

*First publication*

*Article 15.* — The author has the right to decide upon the publication of his work and upon the first public communication of the essence of its contents.

*Inviolability of the work*

*Article 16.* — (1) The author has the right to oppose any mutilation or deformation of his work.

(2) Any modifications made to the work necessitate the consent of the author. The present provision does not affect the provisions of Article 40.

*Protection of reputation*

*Article 17.* — The author has the right to prohibit the utilisation of his work in any manner capable of damaging his reputation as an artist or a scholar.

*Rights of usage*

*Article 18.* — (1) The author has the exclusive right of deciding whether his work shall be:

- (a) reproduced or recorded;
- (b) put into circulation for purposes of gain;
- (c) publicly recited or performed on stage or otherwise;
- (d) displayed, if it has not so far been published;
- (e) the subject of a cinematographic adaptation or of a broadcast.

(2) The right of the author provided for in paragraph (1) above does not apply to the loan, with or without valuable consideration, of a copy of the work which has been put into circulation, or to the free utilisation of the work, or to legal licences.

(3) The author has the exclusive right of deciding whether adaptations or translations of his work may be utilised in accordance with paragraph (1) above.

#### *Utilisation of a work by third parties*

*Article 19.* — (1) Copyright is not assignable. The author may, in accordance with the provisions of the law governing authors' contracts, assign to third parties rights of utilisation in respect of his work.

(2) The author, in respect of any assignment of his rights, is entitled to a remuneration, in accordance with the socialist principle governing work performed. An express agreement is necessary in the case of any assignment without payment.

(3) In agreement with the social organisations and after consultation with the Minister of Finance, the Minister of Culture and, within his competence, the President of the State Broadcasting Committee, shall declare as compulsory upon all persons the directions issued by these organisations in the matter of remuneration, or shall issue provisions relative to the remuneration of authors (Rules relating to authors' fees).

#### *Copyright and the employment relationship*

*Article 20.* — (1) Copyright in respect of a work which has been created within an enterprise or a scientific institution in the fulfilment of obligations arising under an employment contract shall belong to the author of the work. The rights and obligations of the two parties as regards the exercise of copyright shall be fixed in the employment contract.

(2) The enterprises or institutions are entitled to utilise the work created by their collaborators under the conditions specified in paragraph (1), for purposes directly serving the accomplishment of their own objectives. In this respect, they shall exercise control over the rights of the author in an autonomous manner.

(3) In so far as no other considerations arise under the employment contract, or from any other manifestation of willing on the part of the two parties thereto, the right of remuneration, as well as the right of utilising the work for other purposes, shall belong also, in such cases, to the author.

### FIFTH SECTION

#### Free utilisation of the work

##### *Extent of free utilisation of a work*

*Article 21.* — (1) In order to enable society in general to benefit from artistic and scientific values, and in order to assure the development of science and the arts, it shall be lawful, in accordance with the provisions of the present Section, to utilise works freely, without the consent of the authors and, with the exception of the cases specified in Article 24, paragraph (3), and Article 26, paragraph (c), without payment of any remuneration to the authors (free utilisation of the work).

(2) To the extent which, in accordance with the provisions of Articles 24 to 26 and of Articles 29 and 30, reproduction is lawful, the putting into circulation, the public performance, or the public recitation, are equally lawful.

#### *Free utilisation*

*Article 22.* — The free utilisation of a work is lawful when it gives rise to a new work constituting an individual creation.

#### *Reproduction for personal and professional use*

*Article 23.* — The reproduction by any process of a published work is lawful when it serves personal or professional interest and when the reproduced copy is not released to the public. This provision does not apply to the reproduction of a work of architecture.

#### *Reproduction for purposes of information and documentation*

*Article 24.* — (1) It is lawful, for the purposes of information, to publish in the form of a brief summary the essential tenor of scientific, technical or literary works which have already appeared. In such a case, it is permissible to utilise, either as quotations or illustrations of the text, individual passages or short fragments of such text, as well as individual illustrations, pictures or other contributions.

(2) Brief summaries of scientific, technical and literary works which have been published in documentary publications, reports, bibliographies, etc., may be reproduced by other similar publications, for the information of a large circle of interested parties, but not for advertising or commercial purposes.

(3) Documentation services are authorised, for the purpose of conveying information to their users, to reproduce, in documentary publications or reports, as well as in bibliographical works, in original or in translation, in whole or in part, articles, essays, statements, tables, drawings and other published matter of a scientific, technical or literary nature contained in newspapers or periodicals.

(4) In a case of reproduction of the kind envisaged in paragraph (3) above, the author shall be entitled to a remuneration.

#### *Reproduction of works displayed in streets and squares*

*Article 25.* — (1) It shall be lawful to reproduce, by means of painting, drawing or photography, works which are located in a permanent manner in streets or public squares.

(2) As regards works of architecture, this provision only applies to their external aspect.

#### *Quotations and collections*

*Article 26.* — Reproduction is lawful when:

- (a) individual passages or short fragments of a literary or musical work are, after their publication, quoted in an independent work;
- (b) short individual articles, individual poems or short compositions, which have already appeared, are incorporated in an independent scientific work, in order to clarify its contents;

- (c) individual poems or short compositions, which have already appeared, are incorporated in a collection which unites the works of a number of writers or composers, and which is intended for recitation or artistic performance;
- (d) individual poems or short texts are distributed on the occasion of public manifestations designed exclusively for the information of listeners;
- (e) brief individual essays, individual poems, short fragments of a literary work or short compositions, which have already appeared, are incorporated in a collection which unites the works of a number of writers or composers, and which is intended exclusively for purposes of teaching or for schools;
- (f) individual works of painting, sculpture, drawing, industrial drawing, applied art and photography, which have already been published, or published fragments of a cinematographic, television or broadcasting work are incorporated in an independent scientific work or in a work intended for teaching or for schools, for the sole purpose of clarifying its contents.

#### *Freedom to set to music and to set to words*

*Article 27.* — (1) The setting to music of a literary work, particularly poems, is free, once they have appeared.

(2) Public performance and reproduction of a literary work in conjunction with a musical work requires the consent of both authors.

(3) The provisions of paragraphs (1) and (2) above apply, by analogy, to the setting to words of short compositions which have already appeared.

#### *Indication of source*

*Article 28.* — (1) Any person who makes use of the work of another person in accordance with the provisions of Articles 24 to 27 is required to indicate its source.

(2) When reproduction of a work of painting, sculpture, drawing, industrial drawing or applied art occurs, the name or any other designation of the author of the work must be applied to the reproduction in such a manner that no confusion with the original work can arise.

#### *Reproduction of newspaper and magazine articles*

*Article 29.* — (1) The reproduction, in other newspapers or magazines, of individual articles contained in newspapers or magazines is lawful, provided these articles do not bear an indication of a reservation of rights. When reproduction occurs, the source must be indicated.

(2) The reproduction of essays on a scientific, technical or entertaining subject contained in newspapers or magazines is unlawful without the authorisation of the owner, even in the absence of a mention of reservation of rights, unless the reproduction is intended to meet the needs of documentation recognised by this law.

#### *Speeches and lectures*

*Article 30.* — (1) Speeches and lectures delivered on the occasion of public manifestations or within the framework of

the public activities of State organisations, as well as the written texts of such speeches and lectures, may be reproduced, except as publications in the form of a book, including a collection.

(2) The provisions of paragraph (1) above do not apply to manifestations of a scientific order.

#### *Free public performances and recitations*

*Article 31.* — (1) Public performances of a musical work which has already been published, or public recitations of an already disseminated literary work, are lawful when not effected with gainful intent, when the audience is admitted free of charge, and when the persons lending their assistance do not receive any remuneration.

(2) The provisions of paragraph (1) above do not apply to the stage performance of a musical work accompanied by a text. Equally, they do not apply to dramatic works, pantomimes or choreographic works.

### SIXTH SECTION

#### *Legal licences*

*Article 32.* — (1) The Broadcasting and Television Organisations, the cinematographic studios belonging to the Nation, and the press, are authorised to broadcast, perform, reproduce or photograph published works without the consent of the author and without payment of any remuneration, when these works or fragments thereof are broadcast, performed or reproduced within the framework of reports of topical events intended for public information.

(2) The Broadcasting and Television Organisations are authorised to broadcast any published work without the consent of the author, and without making any modification, subject to the payment of remuneration in accordance with the State Regulations relating to authors' fees. In such cases, the name of the author must be indicated in the usual form; the author must be informed of the broadcast. The details of the application of this licence must be regulated by an agreement between the President of the State Broadcasting Committee and the social organisations of authors.

(3) Within the framework of the provisions of paragraphs (1) and (2) above, the recording and reproduction of the works are equally authorised.

### SEVENTH SECTION

#### *Duration of the protection of the author*

##### *Term of protection*

*Article 33.* — (1) The protection of the rights of the author terminates 50 years after his death (term of protection). The period of 50 years commences from the expiration of the calendar year during the course of which the author died. In the cases specified in paragraphs (4) and (6), it commences with the expiration of the calendar year in the course of which the work was published.

(2) The rights of the author pass to his successors in title, in accordance with the general provisions of the law of succession.

(3) When the copyright in a work belongs to several persons in common, the period of protection of 50 years runs from the death of the last survivor.

(4) When the author's legal name is not indicated at the time of first publication of the work, and the author is not known, his rights terminate at the expiration of 50 years, calculated from publication.

(5) When the author's legal name is made known in the course of the period of 50 years, or if it is entered in the register which is kept for this purpose, the provisions of paragraph (1) above shall apply.

(6) When a legal entity is the owner of copyright, the period of protection will expire 50 years after the first publication of the work.

#### *Protection assured by society*

*Article 34.* — (1) Socialist society guarantees, even after the expiration of the period of protection, the protection of the intellectual assets of the Nation.

(2) The competent State institutions or organisations will then assure the protection of the inviolability of the work and the safeguarding of the reputation of its author.

#### *Protection of the legacy of eminent artists, writers and scholars*

*Article 35.* — (1) The protection of the legacy of eminent writers, artists and scholars can, by decision of the Council of Ministers, be declared to be incumbent upon the Nation.

(2) In this decision, the control of the author's rights in respect of his legacy can be entrusted to a State organisation or to some other institution.

(3) The economic rights of the successors in title of authors in respect of the benefits derived from utilisation of the work during the term of protection remain reserved.

### EIGHTH SECTION

#### Authors' contracts

##### First Sub-section

#### General provisions

#### *Duties of cultural organisations*

*Article 36.* — (1) The cultural organisations have the duty, whilst protecting the rights of the author, to seek to secure the widest possible distribution of the work.

(2) On the occasion of every utilisation of the work by a cultural organisation (publishing house, cinematographic studio, theatre, broadcasting, television, etc.), the author is entitled to participate, as a member of the collective, with equal rights, in all questions affecting the work. The cultural organisations shall, in all their activities, encourage and assist the creative work of authors.

#### *Contract for utilisation of the work*

*Article 37.* — (1) Assignment of the rights of utilisation shall be effected by contract.

(2) The contracts referred to in paragraph (1) above must be concluded in writing. Oral agreement will be sufficient in

respect of the public performance of a musical work, other than a stage performance, as well as for the public recitation of literary or scientific works and the publication of articles in newspapers and magazines.

#### *Types of contracts*

*Article 38.* — (1) Contracts relating to the utilisation of a work shall, in particular, comprise:

- (a) the publishing contract, including the contract concerning contributions to newspapers and magazines;
- (b) the contract for theatrical performance of a work and the contract for theatrical exploitation;
- (c) the contract for cinematographic adaptation of a work, or for the creation and exploitation of the literary basis for a film, or the performance thereof;
- (d) the contract for the production of a radio or television version of a work, or for the broadcast of a work by radio or television;
- (e) the contract for the recording of a work on a phonogramme;
- (f) the contract for the utilisation of works of figurative art, applied art or architecture;
- (g) the contract for the utilisation of photographs, including photo-mountings;
- (h) the contract for the non-theatrical public performance of musical works or for the recitation of a literary work.

(2) As regards details, the provisions of Articles 46 to 72 apply to the contracts specified in paragraph (1) above.

#### *Contents of contracts*

*Article 39.* — Contracts for the assignment of the rights of utilisation must contain stipulations relating:

- (a) to the manner and scope of the utilisation;
- (b) to the contents and kind of any work still to be created;
- (c) to the manner of any collaboration between the author and the organisation at the time of the creation and utilisation of the work [Article 36, paragraph (2)];
- (d) to the date of the commencement of the utilisation;
- (e) to the duration of the contract, or to the number of copies which are to be put into circulation, or to the number of performances or of broadcasts;
- (f) to the remuneration of the author;
- (g) to the conditions and form of any possible modifications of the contract or of its termination.

#### *Modifications*

*Article 40.* — (1) Modifications may not be made to a work without the consent of the author, unless they serve to provide correct communication of the work (correction of obvious errors).

(2) In the case of artistic interpretations of works, the extent of any modifications permitted must be stated in the contracts. The principle of faithful reproduction of the work shall thereby serve as the point of departure.

#### *Model contracts*

*Article 41.* — (1) As regards the contents of contracts referred to in Article 39, the Ministry of Culture and, in so

far as it is concerned, the Committee of State Broadcasting, shall, in collaboration with the social organisations of authors and the trade unions, draw up and publish model contracts. The provisions in model contracts relating to the minima and maxima remunerations, to other benefits granted to authors (for example, free copies), to periods of time, or to any declaration of withdrawal can be declared by the Minister of Culture or by the President of the State Broadcasting Committee, after consultation with the Minister of Justice and the Minister of Finance, as obligatory upon all.

(2) If a contract does not contain any of the stipulations specified in Articles 39 and 40, the provisions of the model contract shall be effective, as if forming part of the contract.

#### *Contracts concerning future works*

*Article 42.* — (1) A contract of the type envisaged in Article 37 can equally be concluded in respect of a determined work which still remains to be created. No right of remuneration accrues to the author until after the delivery of the work.

(2) Contracts by which an author undertakes engagements in respect of the utilisation of a future work, which is undetermined, shall be null and void, except in the case of employment relationships.

(3) In the case of a work which the author still has to create, the other party to the contract is required, after the delivery of the work, to inform the author, in writing, and within such period as may be fixed in the contract, of the acceptance of the work, or of its rejection on one of the grounds contained in the contract, or of the necessity for making modifications, indicating their nature in detail, to conform with the conditions of the contract. If no such information is forthcoming within the said period, the work shall be deemed to be accepted.

#### *Rights of ownership of the original and of the work*

*Article 43.* — (1) The original of the work delivered to the other party to a contract remains the property of the author, in so far as there is no agreement to the contrary.

(2) The assignment of the right of ownership of a work of painting, sculpture, drawing, industrial drawing, applied art, cinematography, broadcasting, television, photography, photo-mounting or architecture does not, in the absence of provision to the contrary, include assignment of the author's rights of usage.

(3) The proprietor of the original of a work is required, at the request of the author, to give the author access to his work.

(4) If, due to the behaviour of the owner, the original of a work is threatened with deterioration or destruction, the author has the right to re-purchase it at its current value.

#### *Assignment to third parties of the rights of usage of a work*

*Article 44.* — (1) The consent of the author is necessary to the assignment of the totality of the rights acquired by virtue of a contract for the utilisation of a work. Such consent is not necessary when a publishing house makes a global assignment of all or part of its publishing sphere of activity.

(2) In other respects, the provisions of Articles 36 to 43 and Article 45 are applicable, by analogy, when the person who, by virtue of a contract, has acquired rights of usage of the work from the author, assigns such rights to third parties.

#### *Withdrawal*

*Article 45.* — (1) When the owner of a right of usage, in default of his contractual obligations, fails to make the work accessible to the public, the author has the right of withdrawal.

(2) Exercise of the right of withdrawal results in the rights of usage which were assigned belonging, once again, exclusively to the author. Remuneration, co-related to his work, must be paid to the author. No restitution of any remuneration already paid, or any portion thereof, can be required. When the owner of the right of usage culpably fails in his obligations, the author can further claim damages. The same applies if the owner of the right of usage, by abandoning his field of activity, or by assigning such field of activity, wholly or in part, does not fulfil his contractual obligations towards the author.

(3) The provisions of paragraphs (1) and (2) above apply, by analogy, when the owner of the right of usage utilises the work in a manner contrary to the conditions of the contract.

(4) The owner of the right of usage can withdraw from the contract if the author:

- (a) has not delivered the work within the period fixed in the contract;
- (b) has not, in the case of a work to be created, executed it in accordance with the conditions specified in the contract;
- (c) refuses to make modifications which have been requested of him, in the form and within the limits fixed by the contract.

The author is required to refund any remuneration he has received. In the case of a withdrawal of the kind referred to in paragraph (b) above, and when the author has not acted in a culpable manner, a remuneration co-related to his work shall be paid to him.

(5) Withdrawal as referred to in paragraphs (1) to (4) is subject to preliminary warning and to the fixing of an equitable period of time. It must be notified in writing.

(6) In contracts or in model contracts, the right of withdrawal may be regulated in derogation of the present provisions.

#### Second Sub-section

#### **Publishing contract**

#### *Obligations arising from the contract*

*Article 46.* — By the publishing contract, the author undertakes to deliver his work within the periods specified, and in the form appropriate to the purpose of the contract, or agreed upon. The publishing house undertakes, in accordance with the provisions of the contract and within the periods specified, to reproduce the work, at its own expense, and to put it into circulation, and to pay to the author the remuneration agreed.

*Right of publication*

*Article 47.* — (1) By virtue of the publishing contract, the publishing house acquires the exclusive right to reproduce the work and to put it into circulation (right of publication). In the case of a work to be created, the right of deciding as to its publication and to the first public communication of its essential contents remains reserved to the author.

(2) The right of publication can, in the contract, be limited in space, in time, or in any other manner.

*Other rights of the author*

*Article 48.* — In the absence of special agreements, the author retains the rights of public recitation and public performance of his work, of recording his work upon sound or visual devices, as well as the right of cinematographic adaptation, of its broadcast or exhibition, together with the right to authorise the utilisation of adaptations or translations (Article 18).

*Obligations arising under contracts in connection with contributions to newspapers, magazines and periodical collections*

*Article 49.* — (1) When the contribution, in its form and contents, conforms with the provisions of the contract, and when it has been delivered within the periods specified, the publishing house is obliged to pay the remuneration.

(2) If it is agreed that the contribution must first be accepted, the same provisions shall apply if the publishing house has accepted the contribution. Every contribution that the publishing house has not refused within a period of three months following its delivery shall be deemed to be accepted.

(3) If a contribution has already been offered to another newspaper or magazine, or if a contribution has already been published, this must be mentioned in the offer.

*Other rights appertaining to contributions to newspapers*

*Article 50.* — (1) By virtue of the contract, and in the absence of agreement to the contrary, the publishing house acquires only the authorisation to reproduce the contribution once in the organ of the press for which it was intended in accordance with the provisions of the contract.

(2) When the author has assigned to the publishing house the exclusive right to reproduce the contribution in an organ of the press, he may not, in the absence of any agreement to the contrary, authorise its reproduction in another organ of the press: in the case of a contribution to a daily paper, reproduction may not occur until after the appearance of such paper, and in the case of a contribution to some other organ of the press, until six months after the appearance of the latter.

*Withdrawal in connection with contributions to newspapers*

*Article 51.* — When the publishing house is not under obligation, by virtue of the contract, to publish a contribution before a given date, and when the publication has not taken place within a period of six months following delivery of the contribution, the author has the right to withdraw from the contract without prior notice. When an agreed period for

the publication of a contribution has been passed, the author may, after giving notice, withdraw from the contract within reasonable period. The author retains the right to the entire remuneration.

*Commission and contracts concerning orders*

*Article 52.* — (1) When a publishing house commissions collaboration in an encyclopaedic work or in auxiliary or accessory works intended for use in a collection or in a work by a third party, the publishing house, in the absence of any special agreement concluded with the person who was commissioned, is not obliged to proceed to the reproduction and the putting into circulation of that person's contribution.

(2) The same applies when a commission has been issued for the execution of a work in accordance with a project in which the contents of the work, as well as the manner of its elaboration, are prescribed in such a manner that no creative activity is required of the person who was commissioned (contract concerning orders).

## Third Sub-section

**Contract for public performance or public recitation and contract for theatrical exploitation***Obligations arising under contracts for stage performance*

*Article 53.* — (1) By the contract for stage performance, the author of a dramatic, dramatico-musical, choreographic or pantomimic work undertakes to deliver the work to the theatre or to a manager (hereinafter called the "theatre") in a form appropriate to the agreed objective, and within the periods specified.

(2) The theatre undertakes to cause the work to be performed, at its own expense, in the form and for a number of performances, or within the periods agreed, and to pay to the author the remuneration agreed.

*Right of stage performance*

*Article 54.* — (1) By virtue of the contract relating to the stage performance of a work, the theatre acquires the right to perform the work in public in a given form, for a number of performances or within periods agreed upon.

(2) A right of exclusive performance must be the subject of an express agreement.

*Contracts for other than stage performance or recitation*

*Article 55.* — (1) The provisions of Articles 53 and 54 concerning stage performance apply, by analogy, to other contracts relating to the public performance of a musical work or the public recitation of a literary work.

(2) The author may, if not prohibited by the contract, conclude, in respect of the same work and the same place, further contracts which comply with paragraph (1) above.

*Obligations arising under contracts for stage exploitation*

*Article 56.* — (1) By the contract for stage exploitation, the author of a dramatic, dramatico-musical, choreographic or pantomimic work undertakes to deliver his work to the publishing house within the periods specified and in a form

appropriate to the production of material suitable for stage performance.

(2) The publishing house undertakes to organise the stage exploitation, to reproduce the work within the periods specified, in a form appropriate to stage performance, and in the necessary number of copies, to offer it in a permanent manner to theatres, to conclude contracts for performance and to make provision for remuneration in favour of the author and for its payment to him.

#### *Right of stage exploitation*

*Article 57.* — (1) By virtue of the contract for stage exploitation, the publishing house acquires the right, during the period of the contract and on the agreed territory, to conclude, in its own name, contracts for stage performance of the work and to control, in an autonomous manner, all the rights of the author arising under these contracts, as well as the powers necessary for their exercise. By virtue of the contract for stage exploitation, the publishing house is further authorised, for the purposes of performance, to reproduce the work in an appropriate form.

(2) It can be agreed in the contract that all the rights envisaged in paragraph (1) above belong exclusively to the publishing house, or that they are limited in space, in time, or in any other manner.

#### *Payments for the loan of material*

*Article 58.* — When the author or the publishing house supplies the material for the stage performance of the work, the author or the publishing house has the right, in the absence of any agreement to the contrary, to a special indemnity outside the remuneration due in respect of the performance.

#### Fourth Sub-section

##### **Contract for the cinematographic adaptation of a work or for the performance of a cinematographic work**

#### *Obligations arising under contracts for cinematographic adaptation*

*Article 59.* — (1) By the contract for the cinematographic adaptation of a work, the author of a literary or musical work, or other work referred to in Article 2, paragraph (2), undertakes to deliver his work to the film maker (hereinafter called the "maker") within the period prescribed, with the contents and in the form specified in the contract. The maker undertakes to pay the author the remuneration agreed.

(2) In the absence of agreement to the contrary, the maker is not obliged to utilise the work which has been delivered to him for the making of the film. The right of the author to receive remuneration remains reserved.

#### *Right of cinematographic adaptation*

*Article 60.* — (1) By virtue of the contract for the cinematographic adaptation of a work, the maker acquires the right to utilise the work for the making of a given film and, once the work is so incorporated in the film, to distribute the film and to perform it in public (right of cinematographic adaptation).

(2) The composer has the right to a remuneration for each public performance of the film accompanied by his music.

#### *Right of world distribution*

*Article 61.* — In the absence of any provision to the contrary in the contract for cinematographic adaptation, the maker acquires the right, without restriction in space or limitation in time, to distribute and to perform in public the film which has been realised with the utilisation of the work of the author; the film may also be synchronised and provided with sub-titles in a foreign language (right of world distribution).

#### *Multiple cinematographic adaptation*

*Article 62.* — During the term of the contract for cinematographic adaptation, the author may not, without the consent of the first maker, conclude a similar contract concerning the same work with any other maker.

#### *Reversion of the right of cinematographic adaptation*

*Article 63.* — If the maker fails to make the film within a period of ten years following the assignment of the right of cinematographic reproduction or adaptation, or if the film is not performed in public within a period of ten years following its making, the rights of cinematographic adaptation revert to the author. Either of these periods may be reduced by agreement. The provisions of Article 45, paragraph (2), apply by analogy.

#### *Obligations arising from the contract for the performance of a film*

*Article 64.* — By the contract for the public performance of a cinematographic work, the owner of the rights in the film undertakes to deliver the film to the exhibitor within the periods prescribed, at an agreed place, and in a form appropriate to public performance. The exhibitor undertakes to perform the film in public, in the form, for the term, and in the place agreed, and to pay the remuneration which has been fixed.

#### *Right of performance*

*Article 65.* — (1) By virtue of the contract, the exhibitor only acquires the right to perform the film in public in accordance with agreements. The owner of the rights in the film is obliged to assist him and to take all necessary steps in any case in which unauthorised third parties hinder or prevent the exercise of the right of performance which has been agreed.

(2) In the absence of agreement to the contrary, the owner of the rights in the film is also entitled to conclude other contracts for performance.

#### Fifth Sub-section

##### **Contracts relating to the broadcast of the work by radio or television**

#### *Obligations arising from the contract*

*Article 66.* — (1) By the contract relating to the broadcast of a work by radio or television (broadcasting contract), the author undertakes to deliver his work to the radio or television organisation for the purpose of broadcast. The radio

or television organisation undertakes to pay the author the agreed remuneration for each broadcast of his work.

(2) If the work is not broadcast, the author is only entitled, in accordance with the provisions of the model contract, to a remuneration for his work of elaboration.

#### *Right of broadcast*

*Article 67.* — (1) By virtue of the broadcasting contract, the radio or television organisation acquires the right to broadcast the work in the form and for the period agreed.

(2) A right of exclusive broadcast must form the subject of an express agreement.

(3) The radio or television organisation is entitled, for the purposes of broadcast, to record the work upon a visual or sound device and to utilise the reproductions thus made, for the purposes of rebroadcasting.

#### Sixth Sub-section

#### Contract for the recording of a work on phonogrammes

##### *Obligations arising from the contract*

*Article 68.* — By virtue of the contract for the recording of a work on phonogrammes or other like devices, the author undertakes to deliver the work to the producer within the periods prescribed, and in a form appropriate to the recording agreed. The producer undertakes to record the work, to manufacture, in accordance with the provisions of the contract, reproductions of these recordings, and to put them on sale, as well as to pay to the author the remuneration specified.

##### *Right of recording and reproduction*

*Article 69.* — (1) By virtue of the contract, the producer acquires the right to record the work in accordance with agreements, to manufacture reproductions, and to put them on sale.

(2) The exclusive right of the producer must form the subject of a contractual agreement.

#### Seventh Sub-section

#### Contract for the utilisation of works of figurative or applied art and photographs

##### *Obligations arising from the contract*

*Article 70.* — By the contract for the utilisation of a work of figurative art or of applied art, of photography and photo-mounting, the author undertakes to deliver the work or a copy thereof to the other party to the contract, within the periods specified and in the form agreed. The other party to the contract undertakes to pay the remuneration agreed. This party is not obliged to utilise the work, if this is not specified in the contract. This provision does not affect the contractual obligation to pay the author a remuneration.

##### *Right of utilisation*

*Article 71.* — (1) By virtue of the contract, the party to the contract only acquires the right to utilise the work once for the purpose specified. It can be provided otherwise in the contract.

(2) The author has the right to utilise the work elsewhere, if that does not hinder or prevent the realisation of the objective of the contract, in conformity with paragraph (1) above.

(3) If the work has been created to order, the right granted to the author in accordance with paragraph (2) above only belongs to him if expressly reserved, or if the other party to the contract has not utilised the work in the course of the year immediately following the delivery of the work.

#### *Publishing contract in respect of figurative or applied art, photography and photo-mounting*

*Article 72.* — When the reproduction of a work of painting, sculpture, drawing, industrial drawing, applied art, photography or photo-mounting forms the subject of a publishing contract, the provisions relating to publishing contracts shall be applicable.

## SECOND PART

### Related Rights

#### FIRST SECTION

#### Rights to the protection of performances

##### *Utilisation of the performances of soloists and of groups*

*Article 73.* — (1) The individual performance of an artist who, as a soloist, produces, or lends his support to, a public performance or public recitation may only be used with his consent:

- (a) for a reproduction (recording), if this is for the purpose of the manufacture of reproductions intended to be placed on sale, performed or broadcast in public;
- (b) for broadcast by radio or television;
- (c) in connection with the making of a film.

(2) Paragraph (1) above applies, by analogy, to the performance of a group. The authorisation of the management of the group is sufficient for the lawful utilisation of such performance.

(3) When a performance of the kind envisaged in paragraphs (1) and (2) above takes place within the framework of an employment contract, the rights to the protection of prestations can only be exercised if they are compatible with the provisions of the labour law.

##### *Protection of the art of soloists and groups*

*Article 74.* — Soloists and groups are entitled to require that, after they have given their authorisation, their performances shall not be utilised in a manner prejudicial to their reputation as artists. In the case of a group, this right shall be exercised by the management of the group.

##### *Recording of phonogrammes*

*Article 75.* — The performances of enterprises which produce phonogrammes can only be utilised with the authorisation of these enterprises:

- (a) for the re-recording of phonogrammes;
- (b) for broadcast by radio or television;
- (c) in connection with the making of a film.

### *Broadcasts*

*Article 76.* — The broadcasts of a radio or television organisation may be utilised in public by third parties only with the authorisation of such organisation.

### *Photographs*

*Article 77.* — Photographs which are not included among the artistic and scientific works referred to in Article 2, paragraph (1), may be utilised, put into circulation or displayed in public only with the authorisation of the photographer.

### *Geographical maps, plans, sketches, illustrations and three-dimensional representations*

*Article 78.* — (1) The performed works of designers of:  
 (a) geographical maps and other geographical or analogous representations;  
 (b) plans and sketches intended for scientific or technical purposes;  
 (c) illustrations and three-dimensional representations of a scientific or technical nature,  
 may be reproduced, put into circulation, publicly displayed, performed, or utilised in connection with the production of a film, only with the consent of their designer.

(2) The rights resulting from the provisions of paragraph (1), sub-paragraph (a) above, do not affect the legal regulations governing co-ordination.

### *Assignment of the right of ownership*

*Article 79.* — In the absence of agreement to the contrary, the assignment of the right of ownership of a photograph, of phonogrammes, geographical maps, plans, sketches, illustrations or three-dimensional representations does not include assignment of the right to the protection of the performed works.

### *Right to remuneration*

*Article 80.* — As regards the utilisation of performances referred to in Articles 73 to 78, the owner of the right to the protection of such prestations is entitled to a remuneration. The nature and amount of such remuneration may be fixed by the Minister of Culture and, in so far as he is responsible, by the President of the State Broadcasting Committee, after consultation with the directors of the competent central State organs and the interested social organisations.

### *Authorisation*

*Article 81.* — (1) The authorisation of the owner of the right to protection of performances shall be granted by contract. The provisions relating to the assignment of the author's rights of usage apply, by analogy, to this contract.

(2) On the occasion of the utilisation of the performance, the name of the owner or of the working collective shall, upon request, be mentioned in the usual manner.

(3) The provisions of Article 20 apply, by analogy.

### *Duration of the rights to the protection of performances*

*Article 82.* — (1) The rights to the protection of performances continue for ten years.

(2) This period begins with the expiration of the calendar year in the course of which the performance occurred. In the cases referred to in Articles 77 and 78 it will, in consequence, expire ten years after the first publication, and at the latest ten years after the expiration of the calendar year in the course of which the person entitled hereunder has died.

(3) After the death of the entitled person, the rights to the protection of performances are exercised by his successors in title.

### *Free utilisation of the work and legal licences*

*Article 83.* — The provisions relating to the free utilisation of the work, in accordance with Articles 22 to 24 and Article 26, as well as those relating to legal licences, in accordance with Article 32, apply, by analogy, to the rights to the protection of performances.

## SECOND SECTION

### *Title of the work*

#### *Protection of the title*

*Article 84.* — (1) When the risk of confusion exists, the title of a work, of a magazine or of a newspaper, which distinguishes the work from another work, or a similar or identical title, can only be used for another work with the authorisation of the author or of the editor.

(2) Generic terms, historical or technical designations, proper names or geographical names do not, in themselves, possess any power of distinction or differentiation within the meaning of paragraph (1) above, unless they are generally accepted in commerce as the title of a given magazine or newspaper.

(3) The protection of the title is granted independently of whether or not copyright in the title subsists under the terms of Article 3.

#### *Duration of protection of title*

*Article 85.* — The protection of the title continues for the duration of the period of protection of the work.

## THIRD SECTION

### *Portraits of persons*

#### *Protection of portraits*

*Article 86.* — (1) The portraits of persons must not be put into circulation or exhibited in public without the authorisation of the person portrayed.

(2) In the event of doubt, authorisation is deemed to have been granted when the person concerned has received a remuneration for having acted as a model.

(3) After the death of the person represented, the putting into circulation or the exhibition in public of his portrait is subject, for a period of ten years, to the authorisation of his nearest relatives. By "nearest relatives" is to be understood the surviving spouse and children. In the absence of these, an authorisation of the parents of the person portrayed is necessary.

*Lawful utilisation*

*Article 87.* — The following may be put into circulation or displayed in public, without authorisation:

- (a) portraits of persons, for the purposes of public information on topical events;
- (b) portraits of persons appearing in illustrations which serve scientific or artistic purposes, the putting-into-circulation or the exhibition of which would be of interest to society;
- (c) portraits of persons produced by competent State organisations for the purposes of justice or State security.

*Protection of personality*

*Article 88.* — The utilisation of portraits of persons in accordance with Articles 86 and 87 must not damage the legitimate interests of the persons represented in such portraits.

## FOURTH SECTION

## Letters and diaries

*Protection of confidential notes and communications*

*Article 89.* — (1) Writings having a personal character, such as letters, private notes or diaries, which do not already enjoy the protection of copyright by virtue of the present law, may be published, reproduced, put into circulation or utilised in any other manner only with the consent of the author and, in the case of letters, without the consent also of the addressee.

(2) After the death of the author or the addressee, publication is conditional upon the consent of the surviving spouse and children. In the absence of such persons, the consent of the parents is necessary.

*Duration of protection*

*Article 90.* — The protection specified in Article 89 is granted for the life of the author and for a period of ten years after his death. As regards letters, the period is calculated from the date of death of the addressee, if his death is later than that of the author.

## THIRD PART

**Protection of Rights***Infringement of rights of an author*

*Article 91.* — (1) When the rights of an author are infringed, he may require the re-establishment of the position to conform to the provisions of the present law. He can also require abstention from any further infringement, in so far as any such action can be expected, as well as an official appraisal, and the payment of remuneration in respect of the unlawful utilisation that has already been made of his work.

(2) If the infringement has been committed in a culpable manner, the author may, in addition to any remedies specified in paragraph (1) above, require compensation for any material damage he may have suffered.

(3) These provisions do not affect any more extensive claims that the author may make by reason of the general provisions of the civil law or of contractual agreements.

*Infringement of the right to the protection of performances or to other rights*

*Article 92.* — The provisions of Article 91 apply, by analogy, when there is an infringement of the right to the protection of performances, or to a title, or to rights in connection with a portrait, or writings of a personal character.

*Distrain*

*Article 93.* — (1) Neither the rights of the author nor those of the beneficiary of the protection of performances, or their successors in title, nor the work, nor the performance, can form the subject of distraint.

(2) The claims of authors or of the persons entitled to the protection of performances, which arise from the assignment of rights of utilisation, are subject to distraint, in accordance with general provisions.

(3) Funds to the credit of the author or the beneficiary of the protection of prestations, based upon utilisation of the work or upon the prestation shall, in the event of distraint or bankruptcy of the debtor, be treated as wages or salary credits.

*Prescription*

*Article 94.* — The general provisions of the civil law are applicable as regards the prescription of rights resulting from the present law.

## FOURTH PART

**Transitional and Final Provisions***Transitional provisions*

*Article 95.* — (1) The provisions of the present law apply to any utilisation of a work or to any prestation occurring after this law has come into force.

(2) Any contracts existing at the date of the coming-into-force of the present law shall continue to be valid. In any case in which contracts contain stipulations contrary to the provisions of the present law, the provisions of the present law shall prevail.

*Field of application*

*Article 96.* — (1) The provisions of the present law apply to the authors or other persons entitled to rights hereunder who are citizens of the German Democratic Republic, irrespective of whether their works have or have not been disseminated, or of the place of dissemination.

(2) The present law applies also to works and to performances first disseminated in the German Democratic Republic, even if the author or the owner is the national of another State, or is a stateless person.

(3) As regards works and performances of nationals of other States or of stateless persons, which have been disseminated outside the German Democratic Republic, the present law shall apply in conformity with the provisions of international conventions to which the German Democratic Republic is a party. In the absence of such conventions, the protection of copyright and of performances will be granted on the basis of reciprocity.

(4) The provisions of paragraphs (1) to (3) above are applicable, by analogy, to legal entities.

*Coming-into-force and abrogation*

*Article 97.* —(1) The present law shall come into force on January 1, 1966.

(2) At the same time, the following are abrogated:

- (a) Articles 57 to 60 of the law of June 11, 1870, concerning copyright in writings, illustrations, musical compositions and dramatic works (*Bundesgesetzblatt des Norddeutschen Bundes*, p. 339);
- (b) Articles 17 to 19 of the law of January 9, 1876, concerning copyright in works of figurative art (*RGBl.*, p. 4);
- (c) the law of June 19, 1901, concerning copyright in literary and musical works (*RGBl.*, p. 227);

- (d) the law of January 9, 1907, concerning copyright in works of figurative art and photography (*RGBl.*, p. 7);
- (e) the law of June 9, 1901, concerning the law of publication (*RGBl.*, p. 217);
- (f) the law of May 22, 1910, giving application to the revised Berne Convention for the Protection of Literary and Artistic Works of November 13, 1908 (*RGBl.*, p. 793);
- (g) the law of December 13, 1934, extending the periods of protection of copyright (*RGBl.*, II, p. 1395);
- (h) the law of April 30, 1936, intended to facilitate cinematographic reports (*RGBl.*, I, p. 404);
- (i) the law of May 12, 1940, extending the periods of protection of copyright in photographs (*RGBl.*, I, p. 758).

---

---

*GENERAL STUDIES*

---

---

**International Double Taxation and Authors' Rights**













---

M. MOREIRA DA SILVA  
Advocate  
Legal Adviser to the Portuguese National  
Broadcasting Organisation

---

**The Historical Development of « Moral Right »**











---

Dr. Živan RADOJKOVIĆ  
 Legal Adviser to the Union  
 of Yugoslav Composers (SAKOJ)

---



## INTERNATIONAL ACTIVITIES



### International Federation of Musicians (FIM)

(6<sup>th</sup> Ordinary Congress, Stresa, May 3-7, 1966)

The International Federation of Musicians held its 6<sup>th</sup> Ordinary Congress from May 3 to May 7, 1966, at Stresa, in *Palazzo dei Congressi*, under the chairmanship of Mr. Hardie Ratcliffe, President of the Federation.

The delegates of musicians' organizations from the following 18 countries took part in the work: Austria, Belgium, Czechoslovakia, Denmark, France, Germany (Fed. Rep.), Greece, Ireland, Israel, Italy, Netherlands, Norway, Poland, South Africa, Spain, Switzerland, United Kingdom of Great Britain and Northern Ireland, and Yugoslavia. The organizations of musicians from Sweden and the USSR had sent their observers. The International Labour Office (ILO) was represented by Miss Anna Fidler, of the Non-manual Workers Division, and BIRPI by Mr. Claude Masouyé, Counsellor, Head of the Copyright Division.

International non-governmental organizations had also delegated their observers: Mr. P. Chesnais for the International Federation of Actors (FIA), Mr. R. Zagar for the International Federation of Variety Artists (FIAV), Mrs. M. Larrue for the European Broadcasting Union (EBU).

On the basis of the Report on the Activity, presented by the Executive Committee, the Congress considered several professional questions relating to commercial gramophone records, radio and television (the role of music, employment terms for musicians, utilization of sound tracks, etc.), and remuneration of musicians (working hours, conditions of employment, solidarity action, etc.). Among the essential items of the agenda was also the study of the problems set by the recognition of performers' rights and by application of the

Rome Convention of 1961, as well as those set now by the prepared revision of the Berne Convention.

The following motion has been adopted by the Congress on the latter item, at the end of its deliberations:

“The 6<sup>th</sup> Ordinary Congress of the International Federation of Musicians, having heard the Report on the Executive Committee's activity in connection with the contemplated revision of the Berne Convention for the Protection of Literary and Artistic Works, has noted some of the proposals made for this revision. Congress is of opinion that the proposals intended to reduce the protection of authors are based upon restrictive principles that, if accepted, would be of disadvantage not only with regard to the recognized rights of authors but also to those of performers.

Congress urges each affiliated Union in a Contracting State to the Berne Union:

- (1) to examine carefully the full and final proposals for revision, when they are available;
- (2) to establish relations with the authors' organization(s) of its country and to support it in all endeavours made to maintain the existing authors' rights;
- (3) to insist with its Government that it should, in its comments on the revision proposals as also at the Diplomatic Conference for the Revision of the Berne Convention in Stockholm (July, 1967), adopt if necessary a position opposed to:

- (a) any changes of the Berne Convention that would assimilate in whole or in part television productions to film productions;

- (b) any changes of the Berne Convention authorizing film producers (or, as the case may be, television organizations) to use almost without limitation and in return for a single payment the works fixed in films (or broadcast in television programmes), on the grounds of presumed assignment or any similar principle;
- (c) any amendment to the Berne Convention to the effect that a Government that regards its country as a developing country is afforded the possibility of restricting in respect of that country the rights of authors as embodied in the Convention;
- (4) to invite its Government to support the amendments to Articles 6 and 9 of the Berne Convention as proposed by FIM.

Congress approves of the action undertaken by the Executive Committee in this respect, and requests the Executive Committee to take all steps it considers appropriate to have the rights of performers in film productions embodied in an international agreement."

At the end, the Congress of FIM proceeded to the election of the Executive Committee. Mr. Hardie Ratcliffe (Great Britain) was re-elected as President, and Mr. H. Grohmann (Austria) and Mr. M. Ferares (Netherlands) as Vice-presidents. Representatives of the following countries have also been elected as members of the Executive Committee: Denmark, Germany (Fed. Rep.), Italy, Spain, and Yugoslavia. Mr. R. Leuzinger, who — together with the Italian organizers — contributed to the success of this 6<sup>th</sup> Congress, remains Secretary-General of FIM.

## POST OF A DEPUTY DIRECTOR AT BIRPI

### Postponement of Recruitment

Action towards the filling of the above post for which applications were invited by a notice published in the March issue of *Copyright* has been postponed in view of the fact that the post is not now expected to become vacant on January 1, 1967, but at a later date.

Intending applicants are therefore requested to defer submission of their applications until the vacancy is announced again.

# CALENDAR

## Meetings of BIRPI

Date and Place	Title	Object	Invitations to Participate	Observers Invited
September 26 to 29, 1966 Geneva	Interunion Coordination Committee	Program and Budget of BIRPI	Belgium, Brazil, Ceylon, Czechoslovakia, Denmark, France, Germany (Fed. Rep.), Hungary, India, Italy, Japan, Morocco, Netherlands, Nigeria, Portugal, Rumania, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, United States of America, Yugoslavia	All other Member States of the Paris Union or of the Berne Union; United Nations
September 26 to 29, 1966 Geneva	Executive Committee of the Conference of Representatives of the Paris Union (2nd Session)	Program and Budget (Paris Union)	Ceylon, Czechoslovakia, France, Germany (Fed. Rep.), Hungary, Italy, Japan, Morocco, Netherlands, Nigeria, Portugal, Spain, Sweden, Switzerland, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, United States of America, Yugoslavia	All other Member States of the Paris Union; United Nations
October 30 to November 4, 1966 Budapest	East/West Industrial Property Symposium	Discussion of practical questions of industrial property		Open. Registration required
November 7 to 11, 1966 Geneva	Committee of Experts on a model law for developing countries concerning trademarks, trade names, indications of source, and unfair competition	To draft a Model Law on Trademarks for developing countries	<p><i>Africa:</i> Algeria, Burundi, Congo (Leopoldville), Ethiopia, Gambia, Ghana, Guinea, Kenya, Liberia, Libya, Malawi, Mali, Morocco, Nigeria, Rwanda, Sierra Leone, Somalia, Sudan, Tanzania, Togo, Tunisia, United Arab Republic, Uganda, Zambia</p> <p><i>America:</i> Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Guiana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Trinidad and Tobago, Uruguay, Venezuela</p> <p><i>Asia:</i> Afghanistan, Burma, Cambodia, Ceylon, China (Taiwan), India, Indonesia, Iraq, Iran, Jordan, Korea, Kuwait, Laos, Lebanon, Malaysia, Maldives Islands, Mongolia, Nepal, Pakistan, Philippines, Saudi Arabia, Singapore, Syrian Arab Republic, Thailand, Viet Nam, Yemen</p> <p><i>Others:</i> Cyprus, Malta, Western Samoa</p>	United Nations; Council of Europe; European Economic Community; Latin American Free Trade Association; African and Malagasy Industrial Property Office; International Association for the Protection of Industrial Property; International Chamber of Commerce; Inter-American Association of Industrial Property; International Federation of Patent Agents
December 13 to 16, 1966 Geneva	Ad hoc Conference of the Directors of National Industrial Property Offices and Committee of Directors of the Madrid Union	Adoption of the Transitional Regulations of the Madrid Agreement (Trade-marks)	All Member States of the Madrid Agreement (Trade-marks)	All other Member States of the Paris Union

## Meetings of Other International Organizations concerned with Intellectual Property

Place	Date	Organization	Title
The Hague	October 10 to 21, 1966	Committee for International Cooperation in Information Retrieval among Examining Patent Offices (ICIREPAT)	6th Annual Meeting
Hollywood	October 11 to 17, 1966	International Writers Guild (IWG)	1st Congress