Copyright

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

6th year - No. 7

July 1970

Contents

WORLD INTELLECTUAL PROPERTY ORGANIZATION

Ratifications of the WIPO Convention

FINLAND

Notification of the Director of BIRPI to the Governments of the countries invited to the Stockholm Conference

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above Convention, has the honor to notify him that the Government of the Republic of Finland deposited on June 8, 1970, its instrument of ratification dated May 8, 1970, of the Convention Establishing the World Intellectual Property Organization (WIPO).

The Republic of Finland has fulfilled the condition set forth in Article 14(2) of the Convention by concurrently ratifying

— the Stockholm Act of the Paris Convention with the limitation provided for in Article 20(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 12, and

— the Stockholm Act of the Berne Convention with the declaration provided for in Article 28(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 21 and to the Protocol Regarding Developing Countries.

Pursuant to Article 15(2), the Convention Establishing the World Intellectual Property Organization (WIPO) will enter into force, in respect to the Republic of Finland, three months after the date of the deposit of the instrument of ratification, that is, on September 8, 1970.

Geneva, June 15, 1970.

WIPO Notification No. 24

GERMANY (Federal Republic)

Notification of the Director of BIRPI to the Governments of the countries invited to the Stockholm Conference

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above Convention, has the honor to notify him that the Government of the Federal Republic of Germany deposited, on June 19, 1970, its instrument of ratification dated June 12, 1970, of the Convention Establishing the World Intellectual Property Organization (WIPO), with the following declaration: "the said Convention shall also apply to Land Berlin with effect from the date on which it enters into force for the Federal Republic of Germany." *(Original)*

The Federal Republic of Germany has fulfilled the condition set forth in Article 14(2) of the Convention by concurrently ratifying the Stockholm Act of the Paris Convention in its entirety and the Stockholm Act of the Berne Convention with the declaration provided for in Article 28(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 21 and to the Protocol Regarding Developing Countries.

Pursuant to Article 15(2), the Convention Establishing the World Intellectual Property Organization (WIPO) will enter into force, in respect to the Federal Republic of Germany, three months after the date of the deposit of the instrument of ratification, that is, on September 19, 1970.

Geneva, June 19, 1970.

WIPO Notification No. 25

UNITED STATES OF AMERICA

Notification of the Director of BIRPI to the Governments of the countries invited to the Stockholm Conference

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above Convention, has the honor to notify him that the Government of the United States of America deposited on May 25, 1970, its instrument of ratification dated May 4, 1970, of the Convention Establishing the World Intellectual Property Organization (WIPO).

The United States of America have fulfilled the condition set forth in Article 14(2) of the Convention by concurrently ratifying the Stockholm Act of the Paris Convention, with the limitation provided for in Article 20(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 12.

Pursuant to Article 15(2), the Convention Establishing the World Intellectual Property Organization (WIPO) will enter into force, in respect to the United States of America, three months after the date of the deposit of the instrument of ratification, that is, on August 25, 1970.

Geneva, June 5, 1970.

WIPO Notification No. 22

Accession to the WIPO Convention

CHAD

Notification of the Director of BIRPI to the Governments of the countries invited to the Stockholm Conference

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above Convention, has the honor to notify him that the Government of the Republic of Chad deposited, on June 26, 1970, its instrument of accession dated May 30, 1970, to the Convention Establishing the World Intellectual Property Organization (WIPO).

The Republic of Chad has fulfilled the condition set forth in Article 14(2) of the Convention by concurrently acceding to the Stockholm Act of the Paris Convention.

Pursuant to Article 15(2), the Convention Establishing the World Intellectual Property Organization (WIPO) will enter into force, in respect to the Republic of Chad, three months after the date of the deposit of the instrument of accession, that is, on September 26, 1970.

Geneva, June 26, 1970.

WIPO Notification No. 26

Notifications concerning the application of the transitional clauses of the WIPO Convention

BELGIUM — BRAZIL — FRANCE — ITALY

Notification of the Director of BIRPI to the Governments of the countries invited to the Stockholm Conference

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above international instrument, adopted at Stockholm, has the honor to notify him of the notifications deposited by the Governments of the Kingdom of Belgium, Brazil, the French Republic and the Italian Republic, in which these Governments indicate their desire to avail themselves of the provisions of Article 21(2)*(a)* of the Convention.

These notifications entered into force on the date of their receipt, that is, on May 20, 1970, for the Kingdom of Belgium, on June 9, 1970, for Brazil, on April 24, 1970, for the French Republic, and on April 29, 1970, for the Italian Republic.

Pursuant to the said Article, the Kingdom of Belgium, Brazil, the French Republic and the Italian Republic, which are members of the Paris Union and of the Berne Union but have not yet become party to the WIPO Convention, may, for five years from April 26, 1970, the date of entry into force of the said Convention, exercise the same rights as if they had become party.

Geneva, June 15, 1970.

WIPO Notification No. 23

CONVENTION ESTABLISHING THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

State of Ratifications, Accessions and Declarations on July 1, 1970

State		Deposit of instrument[1]		Entry into force	Deposit of declaration under Article 21(2)
Belgium					May 20, 1970
Brazil					June 9, 1970
Bulgaria	P[2]	R	February 19, 1970	May 19, 1970	
Byelorussia		R	March 19, 1969	April 26, 1970	
Canada	P-B	A	March 26, 1970	June 26, 1970	
Chad	P	A	June 26, 1970	September 26, 1970	
Cuba					January 15, 1968
Denmark	P-B	R	January 26, 1970	April 26, 1970	
Finland	P-B	R	June 8, 1970	September 8, 1970	
France					April 24, 1970
Germany (Dem. Rep.)	P-B	A[3]	June 20, 1968	April 26, 1970	
Germany (Fed. Rep.)	P-B	R	June 19, 1970	September 19, 1970	
Hungary	P-B	R	December 18, 1969	April 26, 1970	
Ireland	P	S	January 12, 1968	April 26, 1970	
Israel	P-B	R	July 30, 1969	April 26, 1970	
Italy					April 29, 1970
Luxembourg					March 19, 1970
Malawi	P	A	March 11, 1970	June 11, 1970	
Rumania	P-B	R	February 28, 1969	April 26, 1970	
Senegal	P-B	R	September 19, 1968	April 26, 1970	
Soviet Union	P	R	December 4, 1968	April 26, 1970	
Spain	B	R	June 6, 1969	April 26, 1970	
Sweden	P-B	R	August 12, 1969	April 26, 1970	
Switzerland	P-B	R	January 26, 1970	April 26, 1970	
Ukraine		R	February 12, 1969	April 26, 1970	
United Kingdom	P-B	R	February 26, 1969	April 26, 1970	
United States of America	P	R	May 25, 1970	August 25, 1970	

[1] "S" means signature without reservation as to ratification, "R" means ratification, "A" means accession (see Article 14(1) of the Convention).

[2] "P" means State having ratified or acceded to the administrative provisions of the Stockholm Act of the Paris Convention; "B" means State having ratified or acceded to the administrative provisions of the Stockholm Act of the Berne Convention.

[3] The validity of this accession is contested by a number of Member States.

INTERNATIONAL UNION

Ratifications of the Stockholm Act of the Berne Convention (with the exception of Articles 1 to 21 and of the Protocol Regarding Developing Countries)

FINLAND

Notification of the Director of BIRPI to the Governments of Union Countries

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the Stockholm Act of the above Convention, has the honor to notify him that the Government of the Republic of Finland deposited on June 8, 1970, its instrument of ratification dated May 8, 1970, of the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, as revised at Stockholm on July 14, 1967, with the declaration provided for in Article 28(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 21 and to the Protocol Regarding Developing Countries.

Pursuant to the provisions of Article 28(2)*(c)* of the Stockholm Act of the said Convention, Articles 22 to 38 will enter into force, with respect to the Republic of Finland, three months after the date of this notification, that is, on September 15, 1970.

A separate notification will be made on the entry into force of the other provisions of the Stockholm Act of the said Convention, when the required number of ratifications or accessions is reached.

Geneva, June 15, 1970.

Berne Notification No. 21

GERMANY (Federal Republic)

Notification of the Director of BIRPI to the Governments of Union Countries

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the Stockholm Act of the above Convention, has the honor to notify him that the Government of the Federal Republic of Germany deposited on June 19, 1970, its instrument of ratification dated June 12, 1970, of the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, as revised at Stockholm on July 14, 1967, with the declaration provided for in Article 28(1)*(b)*(i) of the said Act to the effect that the ratification shall not apply to Articles 1 to 21 and to the Protocol Regarding Developing Countries.

The said instrument of ratification was accompanied by the following declaration: " the said Convention shall also apply to Land Berlin with effect from the date on which it enters into force for the Federal Republic of Germany. "

(Original)

Pursuant to the provisions of Article 28(2)*(c)* of the Stockholm Act of the said Convention, Articles 22 to 38 will enter into force, with respect to the Federal Republic of Germany, three months after the date of this notification, that is, on September 19, 1970.

A separate notification will be made on the entry into force of the other provisions of the Stockholm Act of the said Convention, when the required number of ratifications or accesions is reached.

Geneva, June 19, 1970.

Berne Notification No. 22

Notifications concerning the application of the transitional clauses of the Stockholm Act of the Berne Convention

BELGIUM — BRAZIL — FRANCE — ITALY

Notification of the Director of BIRPI to the Governments of Union Countries

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above international instrument, adopted at Stockholm, has the honor to notify him of the notifications deposited by the Governments of the Kingdom of Belgium, Brazil, the French Republic and the Italian Republic in which these Governments indicate their desire to avail themselves of the provisions of Article 38(2) of the Stockholm Act of the Berne Convention.

These notifications entered into force on the date of their receipt, that is, on May 20, 1970, for the Kingdom of Belgium, on June 9, 1970, for Brazil, on June 8, 1970, for the French Republic, and on April 29, 1970, for the Italian Republic.

Pursuant to the said Article, the Kingdom of Belgium, Brazil, the French Republic and the Italian Republic, which are members of the Berne Union, may, for five years from April 26, 1970, the date of entry into force of the Convention Establishing the World Intellectual Property Organization (WIPO), exercise the rights provided under Articles 22 to 26 of the Stockholm Act of the Berne Convention, as if they were bound by those Articles.

Geneva, June 15, 1970.

Berne Notification No. 20

NIGER

Notification of the Director of BIRPI to the Governments of Union Countries

The Director of the United International Bureaux for the Protection of Intellectual Property (BIRPI) presents his compliments to the Minister for Foreign Affairs and, in accordance with the provisions of the above international instrument, adopted at Stockholm, has the honor to notify him of the notification deposited by the Government of the Republic of the Niger in which that Government indicates its desire to avail itself of the provisions of Article 38(2) of the Stockholm Act of the Berne Convention.

That notification entered into force on the date of its receipt, that is, on June 26, 1970.

Pursuant to the said Article, the Republic of the Niger, which is a member of the Berne Union, may, for five years from April 26, 1970, the date of entry into force of the Convention Establishing the World Intellectual Property Organization (WIPO), exercise the rights provided under Articles 22 to 26 of the Stockholm Act of the Berne Convention, as if it were bound by those Articles.

Geneva, June 26, 1970.

Berne Notification No. 23

STATE OF THE INTERNATIONAL UNION ON JULY 1, 1970

Country	Class chosen	Date of accession (Entry into force) (Art. 25)	Date on which the Convention was declared applicable (Art. 26) [1]	Date of accession to the Rome Act	Date of accession to the Brussels Act
Argentina	IV	June 10, 1967			June 10, 1967
Australia Nauru, New Guinea, Norfolk and Papua	III	April 14, 1928	December 5, 1887 July 29, 1936	January 18, 1935 July 29, 1936	June 1, 1969
Austria	VI	October 1, 1920		July 1, 1936	October 14, 1953
Belgium	III	December 5, 1887		October 7, 1934	August 1, 1951
Brazil	III	February 9, 1922		June 1, 1933	June 9, 1952
Bulgaria	VI	December 5, 1921		August 1, 1931	
Cameroon	VI	Sept. 21, 1964 *	May 26, 1930	December 22, 1933	May 22, 1952
Canada	II	April 10, 1928	December 5, 1887	August 1, 1931	
Ceylon	VI	June 24, 1959 *	October 1, 1931	October 1, 1931	
Chile	VI	June 5, 1970			June 5, 1970
Congo (Brazzaville)	VI	May 8, 1962 *	May 26, 1930	December 22, 1933	May 22, 1952
Congo (Kinshasa)	VI	October 8, 1963 *	December 20, 1948	December 20, 1948	February 14, 1952
Cyprus	VI	February 24, 1964 *	October 1, 1931	October 1, 1931	
Czechoslovakia	IV	February 22, 1921		November 30, 1936	
Dahomey	VI	January 3, 1961 *	May 26, 1930	December 22, 1933	May 22, 1952
Denmark	IV	July 1, 1903		September 16, 1933	February 19, 1962
Finland	IV	April 1, 1928		August 1, 1931	January 28, 1963
France Overseas Departments and Territories	I	December 5, 1887	 May 26, 1930	Dec. 22, 1933 [2] December 22, 1933	August 1, 1951 May 22, 1952
Gabon	VI	March 26, 1962	May 26, 1930	December 22, 1933	March 26, 1962
Germany (Fed. Rep.)	I	December 5, 1887		October 21, 1933	October 10, 1966
Greece	VI	November 9, 1920		February 25, 1932 [3]	January 6, 1957
Holy See	VI	September 12, 1935		September 12, 1935	August 1, 1951
Hungary	VI	February 14, 1922		August 1, 1931	
Iceland	VI	September 7, 1947		September 7, 1947 [4]	
India	IV	April 1, 1928	December 5, 1887	August 1, 1931	October 21, 1958
Ireland	IV	October 5, 1927	December 5, 1887	June 11, 1935 [4]	July 5, 1959
Israel	V	March 24, 1950	March 21, 1924	March 24, 1950	August 1, 1951
Italy	I	December 5, 1887		August 1, 1931	July 12, 1953
Ivory Coast	VI	January 1, 1962	May 26, 1930	December 22, 1933	January 1, 1962
Japan	III	July 15, 1899		August 1, 1931 [4]	
Lebanon	VI	August 1, 1924		December 24, 1933	

[1] I. e. the date from which the notification made by virtue of Article 26 (1) began to take effect for the application of the Convention on the territory of the country concerned. After the latter's accession to independence, the application was confirmed by a declaration of continued adherence or accession (see under "Date of accession").

[2] Reservation concerning works of applied art: Article 2 (4) of the Rome Act had been replaced by Article 4 of the original Convention of 1886.

[3] Articles 8 and 11 of the Rome Act had been replaced by Articles 5 and 9 of the original Convention of 1886.

[4] Reservation concerning the right of translation: Article 8 of the Rome Act or of the Brussels Act has been replaced by Article 5 of the original Convention of 1886, in the version of the Additional Act of 1896.

STATE OF THE INTERNATIONAL UNION ON JULY 1, 1970

Country	Class chosen	Date of accession (Entry into force) (Art. 25)	Date on which the Convention was declared applicable (Art. 26) [1]	Date of accession to the Rome Act	Date of accession to the Brussels Act
Liechtenstein	VI	July 30, 1931		August 30, 1931	August 1, 1951
Luxembourg	VI	June 20, 1888		February 4, 1932	August 1, 1951
Madagascar	VI	January 1, 1966 *	May 26, 1930	December 22, 1933	May 22, 1952
Mali	VI	March 19, 1962 *	May 26, 1930	December 22, 1933	May 22, 1952
Malta	VI	May 29, 1968 *	October 1, 1931	October 1, 1931	
Mexico	IV	June 11, 1967			June 11, 1967 [4]
Monaco	VI	May 30, 1889		June 9, 1933	August 1, 1951
Morocco	VI	June 16, 1917		November 25, 1934	May 22, 1952
Netherlands Surinam and Netherlands Antilles	III	November 1, 1912	 April 1, 1913	August 1, 1931 August 1, 1931	
New Zealand	V	April 24, 1928	December 5, 1887	December 4, 1947	
Niger	VI	May 2, 1962 *	May 26, 1930	December 22, 1933	May 22, 1952
Norway	IV	April 13, 1896		August 1, 1931	January 28, 1963
Pakistan	VI	July 5, 1948	December 5, 1887	July 5, 1948	
Philippines	VI	August 1, 1951			August 1, 1951
Poland	V	January 28, 1920		November 21, 1935	
Portugal [5]	III	March 29, 1911		July 29, 1937	August 1, 1951
Rumania	V	January 1, 1927		August 6, 1936	
Senegal	VI	August 25, 1962	May 26, 1930	December 22, 1933	August 25, 1962
South Africa South West Africa [6]	IV	October 3, 1928 October 28, 1931	December 5, 1887 December 5, 1887	May 27, 1935	August 1, 1951
Spain	II	December 5, 1887		April 23, 1933	August 1, 1951
Sweden	III	August 1, 1904		August 1, 1931	July 1, 1961
Switzerland	III	December 5, 1887		August 1, 1931	January 2, 1956
Thailand	VI	July 17, 1931			
Tunisia	VI	December 5, 1887		Dec. 22, 1933 [2]	May 22, 1952
Turkey	VI	January 1, 1952			January 1, 1952 [4]
United Kingdom Colonies, Possessions and certain Protectorate Territories	I	December 5, 1887	 various dates	August 1, 1931 various dates	December 15, 1957 various dates [7]
Upper Volta	VI	August 19, 1963	May 26, 1930	December 22, 1933	August 19, 1963
Uruguay	VI	July 10, 1967			July 10, 1967
Yugoslavia	IV	June 17, 1930		August 1, 1931 [4]	August 1, 1951 [4]

(Total: 60 States) [8]

[5] The former colonies have become "Portuguese Overseas Provinces". The Brussels Act has been applicable to these provinces since August 3, 1956.

[6] The *Union of South Africa* later made a declaration of accession for *South West Africa*, a territory under mandate.

[7] Application of the Convention to the Isle of Man, Fiji, Gibraltar and Sarawak (see *Le Droit d'Auteur-Copyright*, 1962, p. 32); to Zanzibar, Bermudas and North Borneo (*ibid.*, 1963, p. 8); to Bahamas and Virgin Islands (*ibid.*, 1963, p. 144); to Falkland Islands, Kenya, St. Helena and Seychelles (*ibid.*, 1963, p. 180); to Mauritius (*ibid.*, 1964, p. 192); to Montserrat, Santa-Lucia and Bechuanaland (*Copyright*, 1966, p. 67); to Grenada, the Cayman Islands and British Guiana (*ibid.*, 1966, p. 91); to the British Honduras (*ibid.*, 1966, p. 242); to Saint-Vincent (*ibid.*, 1967, p. 208). The Republic of the Philippines, however, reserved its position as regards the application to Sarawak.

[8] Or 61, if the German Democratic Republic is also considered as a party to the Convention. Member States disagree on this question.

* Date of the despatch of the declaration of continued adherence after the accession of this country to independence.

STOCKHOLM ACT OF THE BERNE CONVENTION

State of Ratifications, Accessions and Declarations on July 1, 1970 *

Country	Substantive clauses (not yet in force)	Administrative provisions and final clauses		Protocol Regarding Developing Countries	Transitional clauses (Article 38(2))[1]
		Deposit of instrument	Entry into force		
Belgium					May 20, 1970
Brazil					June 9, 1970
Bulgaria				Jannary 11, 1968[3, 8]	March 24, 1970
Canada		March 26, 1970	July 7, 1970		
Denmark		January 26, 1970	May 4, 1970		
Finland		June 8, 1970	September 15, 1970		
France					June 8, 1970
Germany (Dem. Rep.)	June 20, 1968	June 20, 1968	February 26, 1970[2]	June 20, 1968	
Germany (Fed. Rep.)		June 19, 1970	September 19, 1970		
Ireland					March 4, 1968
Israel		July 30, 1969	February 26, 1970[2]		
Italy					April 29, 1970
Luxembourg					March 20, 1970
Niger					June 26, 1970
Pakistan	November 26, 1969	November 26, 1969	February 26, 1970[2]	Nov. 26, 1969[4, 7, 8]	
Rumania	October 29, 1969[5]	October 29, 1969[6]	February 26, 1970[2]	October 29, 1969	
Senegal	September 19, 1968	September 19, 1968	February 26, 1970[2]	Nov. 14, 1967[7, 8]	
Spain		June 6, 1969	February 26, 1970[2]		
Sweden		August 12, 1969	February 26, 1970[2]	August 12, 1969[3, 8]	
Switzerland		January 26, 1970	May 4, 1970		
United Kingdom		February 26, 1969	February 26, 1970[2]		

* Each date indicated is the date of deposit of the relevant instrument; for the administrative provisions and final clauses, the date of entry into force with respect to the country concerned is also given.

[1] Exercise of the rights provided nnder Articles 22 to 26 for five years from April 26, 1970, the date of the entry into force of the WIPO Convention.

[2] Or January 29, 1970, if the validity of the instrument of accession deposited by the German Democratic Republic is accepted. Member States disagree on this question.

[3] Declaration made hy virtue of Article 5(1)*(b)* of the Protocol.

[4] Accession accompanied hy a declaration in which Pakistan availed itself of the reservations provided in Article 1 of the Protocol, with the exception of the reservation provided in paragraph *(a)* of that Article.

[5] Ratification accompanied hy a declaration made in conformity with Article 7(7).

[6] Ratification accompanied hy a declaration made in conformity with Article 33(2).

[7] Declaration made hy virtue of Article 5(1)*(a)* of the Protocol.

[8] Entry into force: the date of deposit of the declaration.

GENERAL STUDIES

Cinematographic works and copyright in the Socialist Republic of Rumania

A. Introduction

The creation of a film involves a highly complex series of technical and artistic operations in which a great many people take part.

Having regard to the fact that it is difficult to distinguish, in a general and absolute manner, between the technical activity of production and the artistic activity of creation, for many years — we are referring to the era of silent films, from 1895 to 1927 — cinematography was considered to be only a means of mechanical reproduction of animated pictures. The view was held that, since a silent film consisted of a succession of photographs representing the adaptation of a play, novel or story, any legal difficulties relating to copyright should be resolved in the context of mechanical processes for adapting a pre-existing literary or artistic work. Thus, in the commentaries in our specialized legal literature on the earlier legislation on literary and artistic property — the law of June 28, 1923 — it was stated that "cinematographic works are assimilated to photographic works, in view of the fact that a film strip consists only of a succession of snapshots which are fixed on to one strip of film".

With the coming of sound films, however, the creation of cinematographic works involved not only hitherto unknown and very complex artistic and technical operations, but also work of organization and co-ordination whose importance became increasingly obvious and which gave rise to new problems in the field of copyright [1].

Thus, the earlier solutions, which simply considered film production to be a mechanical process for reproducing a literary or artistic work, became outmoded. The solution — which is now expressly recognized by law — was for cinematographic productions to be recognized as being artistic works. These are creations of a special kind, because the cinematographic work is distinct from any pre-existing work.

Determination of authorship of a cinematographic work

Because of the fact that a cinematographic work involves so many creative activities, there arose the problem of determining who should be considered the author.

In order to determine the author — or authors — of a film, legal writers have tried to find analogies in other works, whether artistic or literary, which are the result of collaboration.

Such analogies almost inevitably encounter obstacles, however, because of the special nature of the cinematographic work, which is governed by rules of its own.

Indeed, apart from the different phases of the process of creation, the artistic individuality of a film results from a series of characteristic elements: the script, the scenario, the plastic composition of the "shots", the scenery and costumes, music, direction, etc., all of these being organized and co-ordinated in a creative spirit.

This explains the great variety of opinions that one encounters in regard to copyright. In substance, for those who do not recognize a cinematographic work as being a collective work, because it falls within the category of works of joint authorship in the strict sense, the intellectual creators of the film are deemed to be co-authors [2].

The difficulties mentioned above also explain why, according to the legal proponents of the system of co-authors, and likewise in accordance with case-law in certain Western European countries, the determination of which persons should be considered as being the co-authors of a cinematographic work is subject to wide variations; some people even go so far as to recognize the need for the existence of a principal author [3].

It is not without interest to observe that Article 14bis of the Berne Convention, as revised at Stockholm on July 14, 1967, establishes a presumption *juris tantum* in favour of the maker of the film as regards exercise of the right to use the film in accordance with normal exploitation of cinematographic productions.

For this presumption to take effect, it is sufficient for the authors who have contributed to the making of the film (authors of the script, the music and the scenario, painters, designers, etc.) to have participated, by their contributions, to the making of the work.

This presumption *juris tantum* can be rebutted by proof of the contrary, under a stipulation from which it results that the authors concerned have reserved copyright in the cinematographic work which has been made.

The legal status of film studios in relation to copyright in cinematographic works

Article 11 of Decree No. 321/1956 [4] provides that cinematographic studios [5] enjoy copyright in the collective works which they produce; so far as the respective authors of the scenario, and the music and any other creators are concerned, they retain copyright in their work as incorporated in the collective work thus created.

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[1] H. Desbois, *Le droit d'auteur*, Paris, 1950, p. 214-215.

[2] See in this sense C. Mayer, *Le droit d'auteur et le cinéma*, Paris, 1935, pp. 52 and 59; H. Desbois, *op. cit.*, p. 231.

[3] See C. Mayer, *op. cit.*, p. 56, where he stresses that by "principal author" he means the person who "will direct and co-ordinate the efforts of each individual", in other words, the producer.

[4] See *Le Droit d'Auteur*, 1957, p. 156 ff.

[5] The Bucharest film studio produces full-length artistic films; the "Al. Sahia" film studio produces newsreels, documentaries, popular scientific, social or educational films, etc.; the "Animafilm" studio produces cartoon films, puppet films, etc.

Under the legislative system of the Socialist Republic of Rumania, a distinction is made between a " joint work " and a " collective work "; the first involves co-authors (more than one owner of copyright in a single work); the second relates to complex works (comprising works of different kinds) having one owner of copyright in the collective work (the organization responsible for production of the collective work) and two or more individual owners of copyright in individual parts of the collective work.

Consequently, the authors of the various individual works which make up a cinematographic work (collective work) do not have the status of co-authors, because only the corporate body has an original copyright in the collective work as a whole [6].

It may be useful here to recall the considerations which determined and justified the solution adopted by Article 11 on the copyright of a corporate body. First of all, this concerns the particular legal situation of a socialist organization which differs from that of producing enterprises in capitalist countries in this regard.

In Rumania, film studios are State-owned socialist organizations; their principal objective is to make cinematographic works " having a profound social significance " and " a high level of artistic value ", in order to contribute " to broaden the political and cultural horizons of the general public, to develop their aesthetic appreciation and to satisfy them in their quest for beauty ".

In order to attain this, the film studios — in their capacity of corporate bodies — carry out the work of administration and co-ordination, so that the collective work can serve the general interest.

Through its administrative bodies, the studio can suggest that the author make corrections or amendments to this particular contribution, or can refuse the work concerned if it falls short of the ideological or artistic level which the cinematographic work must attain. The studio may also have recourse to scientific, artistic or technical consultations, can choose among the opinions given, and express them in whatever way it considers appropriate for proper completion of the cinematographic work.

In fact, once it is acknowledged that cinematographic works are protected by copyright legislation and that they constitute new creations which are distinct from their component elements, that the producing organization has the initiative with respect to the film, the choice of subject, the bringing together and co-ordination of all the component elements, the supervision and direction of the making of the film, then we consider that the producing organization must be deemed to be the intellectual creator of the film.

Consequently, a cinematographic work is made by the film studio, which thus engages in creative activity with a view to producing the collective work, the existence of the latter being distinct from its component elements.

[6] Yolanda Eminescu, " Definition of the concepts ' collective work ' and ' joint work ' and the legal effects of delimitation of these concepts " (in Rumanian), *Justiția Nouă*, 1964, No. 7, Bucharest, p. 66-73. As regards the original copyright of corporate bodies, which has been discussed in socialist legal literature, see A. Ionașcu and others, *Copyright in Rumania*, Bucharest, 1969, p. 56-59.

Determination of authors in cinematographic works

Under the provisions of Article 11, paragraph 2, apart from the film studio's copyright in the collective work, each person who has taken part in the creation of the work retains copyright in the share he has contributed, to the extent that such share falls within the definition of protected works under Decree No. 321/1956.

In order to determine which are the authors concerned within the meaning of Article 11, paragraph 2, it is necessary to establish the elements on which the right of each contributor is based, in the light of the legal concept of authorship.

The above-mentioned text specifically provides for the rights of the persons who have collaborated in the collective work. From the wording, one can clearly deduce that the script, music, scenario and any other creative work included in the collective work confer the title and prerogatives of authorship on each of the persons who have created these individual works [7].

Articles 9 and 10 of Decree No. 321/1956 contain an enumeration — which is not limitative — of the works protected by copyright. Moreover, Article 9 begins by stating that the works to which copyright applies shall include " all works of intellectual creation in the literary, scientific and artistic domain, whatever the contents and form of expression, and regardless of their value and destination ".

Thus, in addition to the enumeration in Article 11, paragraph 2, concerning the special case of the component elements of a cinematographic work, the following are also deemed to be authors: the set designers and decorators (creators of the set), the costume designers, and the persons who wrote or set to music any text which is to be sung (authors of the lyrics).

One can assert that, to the extent that a person who takes part in the production of a cinematographic work (whether during the preparatory phase or during the actual making of the film) is a creator, the part created by him (which has taken concrete form) retains its individuality, because the respective authors are entitled to avail themselves of the provisions of Decree No. 321/1956.

The problem is to determine whether or not a performer in a cinematographic work may be entitled to copyright in his performance.

In the opinion of some experts, the performer of a dramatic, musical or cinematographic work does not carry on any creative activity of his own, because he merely gives a concrete aspect to the element which constitutes the subject of another person's copyright; some experts even go so far as to contend that, when the performance is expressive and personal, it cannot go beyond the actual text of the work, its

[7] The " script " contains the description of the story in its successive stages (exposition, plot and ending), the dialogues, and titles, so as to meet the reader's requirements and constitute the basis on which the cinematographic work can be made. It is an independent work that can be profitably exploited separately.

The " scenario " is an adaptation of the script with a view to transposing the latter onto the screen. It is arranged in sequences, and contains all the various technical, production and scenographic indications required for making the film.

unity and structure — in other words, beyond the thought and conception of the author of the work. In any case, even if one had to acknowledge the existence of a right of performance, it could not be identical to copyright; in support of this opinion, the Czechoslovak law of 1965 is cited by way of example; the second part of the law is devoted to these rights, following immediately on the first part which is devoted to copyright, and linked to the first part by numerous analogies [8].

We should like to explain why we feel unable to share such an opinion; on the contrary, we consider that a film actor is quite capable of a creative act where the film is made thanks to his co-operation. The performance comprises an element of creation, because the element of subordination towards the author (like that towards the director) is not incompatible with creation (in this sense, Article 10, paragraph *(a)*, of Decree No. 321/1956 provides that translations of a literary character are eligible for copyright provided they have a creative character) [9].

In support of this argument comes the fact that while, in a dramatic work, the actor intervenes only by performing to communicate the work to the public, the actor participating in the making of a cinematographic work intervenes in order to carry the work to completion. This is a completely different creation, which contributes together with others to the making of the cinematographic work itself [10].

The discussion remains open, of course, all the more so because to our knowledge there is no case-law relating to the interpretation of Article 11, paragraph 2, of Decree No. 321/1956; furthermore, opinions are divided, in the doctrine and case-law of other countries, concerning recognition of a performer's copyright.

The cinematographic adaptation as a derivative work

As we have shown, each co-author who participates in the creation of a collective work retains a copyright in the parts created by him, these being regarded as separate elements in the collective work.

However, the separate creative activity (for example, the script, the scenario or the music) can be the result of collaboration between two or more persons so that co-authorship exists between them [11].

There are cases, however, where a pre-existing literary work has been selected, altered and adapted to make a cinematographic work. In such cases, the author of the literary work cannot be a co-author at the same time as the author of the alteration or adaptation, except in cases where the author of the pre-existing work personally collaborates with a view to making a film.

The adaptor holds a copyright in the derivative work where the latter constitutes a work of creation, but subject to the rights of the author or authors of the pre-existing work.

It should be pointed out that in any screen adaptation of a literary work the title or subject may not be altered without the express consent of the author of the pre-existing original work (Article 3, paragraph 4, of Decree No. 321/1956 concerning the right of inviolability of the work).

The right to authorize use of the work by third parties and the right of inviolability of the work and its use in conditions consistent with its nature — taking into account the circumstances — constitute prerogatives of copyright.

If it is not a matter of a simple mechanical recording within the meaning of Article 13, paragraph *(a)*, of Decree No. 321/1956, a cinematographic adaptation comprising alterations of the pre-existing work implies that the right to effect such alterations must be acquired by assignment. This is where the general legal rules apply, in order to establish the true intention of the parties and the limits of the authorization.

Thus, to give one example, André Maurois' consent had to be obtained before his novel *Climats* could be filmed in a present-day version, the action in the novel transformed into dialogue, etc. Similarly, with the consent of Eduardo de Filippo, the title was altered, the presentation of the principal character (Filomena Marturano) was changed, and certain parts of the original work were modified. In another instance, that of Friedrich Dürrenmatt's *Der Besuch der alten Dame*, a court case ensued because the film adaptation overstepped the limits of what the author had consented.

The situation is quite different where the author of the pre-existing (original) work intends to collaborate with third parties in producing a derivative work; in this case, authorship does not stem from the earlier work, but from the alteration and adaptation of that work. The result is another creation, to which the law accords separate protection in the context of the cinematographic work.

Term of protection

As regards the term of copyright protection of the corporate body, Article 7, last paragraph, of Decree No. 321/1956 limits the author's patrimonial right to a term of fifty years after publication of the work. This provision refers to film studios, radio or television studios, or recording studios which are owners of copyright.

So far as cinematographic works are concerned, the term of copyright protection provided for in Rumania's legislation (fifty years) is similar to that provided at international

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[8] See V. Longhin, "The subject of copyright" (in Rumanian), *Legalitatea populară*, 1957, No. 3, Bucharest, p. 284; M. Mureşanu, in A. Ionaşcu and others, *op. cit.*, p. 277-278.

[9] The legal status of the performer of a dramatic, or even a musical work, is not, in our view, identical with the creative contribution which the actor makes to a cinematographic work. Furthermore, the prizes awarded, at international film festivals, for the best performance, are precisely designed to encourage and highlight the actor's creative contribution, which is of particular importance for the making of a cinematographic work.

[10] The contrary opinion makes a distinction between the author and the makers of a cinematographic work. Thus, the performer interpreting the role assigned to him would be a maker (although in film jargon the expression "the actor created the role" is customary). But from the moment that a cinematographic work is considered to be a collective work, there is no longer any reason to make a distinction between the author and the makers. Article 6bis of the Berne Convention supports our contention and is applicable in respect of the actors who have created roles in cinematographic works.

[11] The divisible creative share in a collective work is individual when its author is one physical person; it is the result of collaboration if it has been produced by two or more physical persons (co-authors).

level[12]. Under Article 7(2) of the Berne Convention, as revised at Stockholm on July 14, 1967, the countries of the Union may provide that the term of protection shall expire fifty years after the work has been made available to the public with the consent of the author, or, failing this, fifty years after its making.

We may note that the Socialist Republic of Rumania ratified the Stockholm Act of the Berne Convention by Decree No. 549/1969. At the time of ratification, Rumania invoked the provisions of Article 7(7) and stated its intention to maintain the provisions of its national legislation in force at the time of signature of the Convention with respect to the term of protection (with a few exceptions, terms of copyright protection in Rumania are shorter than those provided for by the Convention).

B. Exercise of copyright in cinematographic works

General

Rumania's copyright legislation covers all aspects of creative work in the field of intellectual creation; it reflects the close link between general interests, the interests of society, on the one hand, and the personal interests of authors, on the other.

As we have already said, a cinematographic work is deemed to be a collective work, and consequently differs from a joint work (a work of joint authorship) in that it does not involve two or more owners of copyright in a single object, because the collective work is distinct from the works of the various authors who contributed to its achievement.

In this connection, Articles 33 and 34 of Decree No. 321/1956 refer to contracts providing for the cinematographic use of a work, and Articles 20 and 21 to commission contracts which can also be involved in the making of a cinematographic work.

Relations between the authors of the various works incorporated in the collective work and the organization which makes it are governed by special assignment contracts concluded with each author.

Thus, under the provisions of Articles 33 and 34 of Decree No. 321/1956, the right to use, in a film, a cinematographic scenario or a musical composition can be assigned only in pursuance of a written contract between the author and the film studio; under the contract, the author gives his implicit consent to public showing of the cinematographic work made on the basis of his scenario or musical composition, without prejudice to these rights, which include payment of the "basic" remuneration as well as a fee on each occasion of use.

The copyright of the author of the script or scenario and that of the composer of the music come into existence from the moment when the work has taken the form of a manuscript or any other concrete form (Article 2 of Decree No. 321/1956); the right to remuneration payable by the film studio comes into existence only upon acceptance by the studio and in pursuance of the contract concluded between the parties.

It goes without saying that the purely technical part of making a film (under Rumania's legislation: the work of the cameraman, sound technician, microphone specialist) carries no copyright, because it lacks the essential characteristics of an intellectual work.

Common features of contracts governing the use of films that reproduce a work

Article 11 of Decree No. 321/1956 provides that not only the author of the scenario and the musical composition but also the director of the film and all the other creators each retain copyright in their own work incorporated into the collective work.

Taking into account this aspect of making a cinematographic work, one should mention in particular the standard contracts for authors of the script, the scenario, the scenario and commentary of an advertising film, film music, orchestration, adaptation of a pre-existing work.

Under the law of most of the socialist countries, standard contracts or model contracts are frequently used where one of the parties is a socialist organization having exclusive rights over certain activities, precisely in order to protect the interests of all the contracting parties, considered from the aspect of social interests, as reflected in the laws and regulations in force.

Consequently, Article 25 of Decree No. 321/1956 provides that, for each kind of creation, the appropriate Ministry is responsible for drawing up standard contracts concerning the exercise of copyright, in accordance with the law; and Article 24 prescribes that any contractual clauses unfavourable to the author as compared with the provisions of the Decree or with the rules concerning the establishment of rate schedules for the remuneration of copyright and methods of payment, as well as with the provisions of the instructions issued in pursuance of the said Decree, shall be null and void and shall be replaced as of right by the corresponding mandatory provisions.

Since a cinematographic work is a collective work, the personal contribution of each of the authors forms an integral part of a distinct, but not indivisible, whole. From a legal standpoint, the work forms a single object owned by the film studio, without prejudice to the various copyrights in respect of the works which together comprise it.

Any assignment of exercise of the right of use in respect of a work is for one specific purpose, namely, to permit the work to be used in a film; it is immaterial whether the contract is concluded during the phase of preparation of the film or during the actual making of the cinematographic work. The author authorizes the use of his work by the film studio in conditions corresponding to the nature of the work, but taking into account the circumstances in which the work is communicated to the public (Article 3 of Decree No. 321/

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[12] See Aurelian Ionaşcu and Ovidiu Ionaşcu, "The Berne Convention for the Protection of Literary and Artistic Works, as revised at Stockholm on July 14, 1967" (in Rumanian), in *Studii şi cercetări juridice*, Bucharest, 1970, No. 1, p. 33-47; Ed. Iliescu and D. Devesel, "Protection of the right of intellectual creation in the context of the Stockholm Conference" (in Rumanian), in *Revista română de drept*, Bucharest, 1970, No. 2, p. 14-23.

1956); the name of each of the creators is protected by the copyright law, and will be mentioned in the credits.

The right of use in the film naturally implies the right of performance of the work, by means of the indirect process of film projection. The contracts concluded with the various creators are designed not only to enable the film studio to carry out its programme but also, first and foremost, to meet the cultural needs of the general public.

With respect to these contracts like all other contracts relating to the exercise of copyright, it is unanimously acknowledged that the written form is required only as a means of proof because, in this regard, the legislator's intention was to limit the means of proving the existence of the legal act concerned ("[it] shall be executed in writing; the contents may not be proved by oral testimony" — Article 19, paragraph 1, of Decree No. 321/1956).

The scenario contract

By this contract, the author gives his consent for the film to be made on the basis of his scenario, and the film studio undertakes to pay him the appropriate remuneration. In most cases, such contracts are concluded in the form of commission contracts, in accordance with the annual programme of each film studio and subject to approval by the State Committee for Culture and Art — the National Cinematography Centre. These plans are drawn up on the basis of proposals by Ministries, State institutions, cultural associations or other social organizations, or upon suggestions by spectators, artists or writers.

The scenario must contain a full description of the action, together with the dialogue and titles, and must constitute a definitive work. In the case of a commission contract, this must specify the delivery date; the contract is concluded only on the basis of a written proposal by the author based on a written draft scenario, duly approved by the studio managers. The latter may include in the contract certain special clauses regarding the theme and length of the scenario, the number of special subjects to be filmed, where the action is to take place, the personality of the various characters, etc.

The film studio and the author can conclude a scenario contract without any prior commission contract, upon direct presentation of an acceptable script (hypothesis of a complete work). If the scenario which is the subject of the contract requires the collaboration of two or more authors in its creation, they will all sign the contract in that capacity; and if, at a later stage, the author considers it necessary to appoint an additional member of the team, written approval by the studio is required in each particular case.

It can happen that after having been accepted the scenario cannot proceed to the stage of production, for political, ideological or artistic reasons invoked by the studio; such circumstances can justify a request for the scenario to be modified and a new contract must then be concluded.

The director of the studio, whether in person or acting through the intermediary of his chief editor, has the right to suggest corrections or rearrangements to the author; the date for completing these will be fixed in each particular case by mutual agreement between the parties. After having examined the rearrangements made by the author, the director may find that, although the scenario may be of some interest from the aspect of dramatic conflict and well-defined characters, it nevertheless does not correspond to the requirements of the cinema and that the author does not possess the necessary skill to raise the scenario to the optimum level. In such cases, non-acceptance of the scenario would not be a justified solution from an economic point of view, and consequently the studio may at its discretion — and provided the author consents — request another person to complete the scenario (generally someone with a high degree of knowledge and experience).

The scenario can be refused if it is found not to correspond to the conditions of the contract. Such refusal can be decided by the studio director alone, in his capacity as agent of the corporate body exercising the rights conferred upon him by its statutes. He may, however, delegate the exercise of his responsibility to the deputy director or the chief editor of the studio.

In the event that the scenario is refused, the author keeps any sums already paid to him, unless any fault lies on his side. Similarly, in the event that the contract is terminated because of a change in the programme, and if the work has not yet been delivered by the author, he keeps any advance payment already made to him; if the scenario has been delivered and is thereafter refused, the author is entitled to the remuneration agreed upon.

The author is entitled to keep any amounts of money paid to him prior to delivery of the scenario, except in the following cases: where the scenario does not correspond to the outline agreed upon, in respect of theme, idea and orientation; where the scenario is not satisfactory from an ideological and artistic point of view; where the scenario has not been delivered on the agreed date; where the author has not respected other obligations which were written into the contract or subsequently accepted by him.

The standard scenario contract provides that, in the event of late delivery of the scenario, the studio is entitled to withhold one per cent of the agreed remuneration for each day of delay; if the delay exceeds fifteen days without the author having obtained an extension, the studio can consider the contract to have been duly terminated, and the author is then obliged to refund any money he has received and to compensate the studio for damage caused to it by non-fulfilment. In this case, the author is notified in writing that the contract has been terminated.

In practice, it is generally held that any sums of money received by the author are not required to be refunded to the studio if the delay in delivery is attributable to an objective cause (protracted illness, death in the family, need to engage in extensive documentary or information research).

Article 21 of Decree No. 321/1956 provides that if, in connection with the creation of a commissioned work, the author has engaged in preliminary work of a creative character, the expense thereof — and the costs incurred in such work — shall be paid to him in the event that the studio

which commissioned the work rescinds the contract for good reasons which cannot be imputed to either party. Among the elements that constitute preliminary work of a creative character, one may mention in particular: the fact that the author of a script or a musical composition has visited the place in which the film production is to be located, whether in order to study the costumes, the particular type of people and the folklore of the region in which the scenario is situated or, where the film to be made is an artistic or documentary film, in order to sketch out the predominant ideas or the musical theme of the scenario or the composition, as the case may be.

Contract concluded with the author of the musical composition, orchestration or musical arrangement

The composer is expected not only to establish a harmonized musical score, but also to orchestrate it. The orchestration can constitute a subject of copyright if the author has not merely limited himself to the customary technical procedures, but has shown an orchestral conception and mastery of an original character.

In all these cases, the authors are required to make whatever changes and adjustments are required for making the film, to be present when the music is performed and, if necessary, to give indications concerning the performance of the musical composition. The contract must make express provision for the studio to present to the composer all the sequences requiring musical accompaniment, once they are fully assembled.

It is advisable to include in the contract provisions regarding the composer's participation at the stage when the sound-track is made and the film assembled, such participation being the composer's right and obligation, just as under a publishing contract the author has the right and obligation to verify corrections.

Special obligations deriving from the aforementioned contracts

In order that the film may be of superior quality, the studio is obliged to afford all facilities to the author — at its own expense and within the limits of its possibilities — at all phases of preparation of the scenario, for contacting and consulting other sources on problems connected with cinematographic production. A cinematographic work needs the assistance of men of letters, of talented playwrights who have a thorough knowledge of the subject but are not familiar with film methods and techniques. Apart from the advice that these can give, the studio is required to provide facilities for the author, at his request, to be able to consult material in the film library, to use whatever literary works, documents and other elements he may need to establish the scenario. In the case of historical or documentary films, the studio must arrange for the author of the scenario to have access to the State archives. Furthermore, for the making of historic, documentary, scientific, technical, political and social films, a special form of aid is available to the author of the script, representing a guarantee of the authenticity of the scenario still to be written. This consists of the designation of consultants or scientific experts by the Academy of the Socialist Republic of Rumania, chosen from its various scientific research institutes. Since the author of the scenario cannot disregard the indications given by these experts, differences of opinion can possibly emerge between him and the producer and even between the various experts consulted. While certain differences can be settled by the studio director, it is advisable, in the case of problems relating to a strictly scientific speciality, to accept the views of the experts competent in the matter concerned.

Contracts for the translation of dialogue

Contracts of this kind, which differ somewhat from the scenario contract, are used in connection with the dubbing of artistic films.

The translator undertakes to translate the text of the dialogue, taking into account the specific requirements of the process of dubbing in another language. The translation must, of course, be accurate and literal, in order to permit the perfect synchronization which dubbing requires. The translator's obligations do not come to an end when the translation is delivered to the studio. He has to take part in the work of synchronizing the sound-track with the picture and, if need be, make any changes or corrections that may be necessary for technical reasons. The studio must mention the translator's name on every copy of the film.

Remuneration due to authors

This remuneration depends on the kind of work, the quality and quantity of creative work which it comprises, the manner and degree of use of the work; it is determined in accordance with established tariffs.

The author's remuneration comprises a so-called "basic" remuneration and one or more payments in respect of use of the work.

The author is entitled to the basic remuneration by virtue of the studio's acceptance of the work which was commissioned or furnished for the making of the film. This is a one-time payment in respect of each work, regardless of the sectors in which it will be used. It would seem, however, that a basic remuneration should be paid in respect of a scenario drawn from a literary work which, although it has already been filmed, forms the basis for a completely new version, and thus constitutes a new artistic creation that can give rise to copyright.

In the event that, after the making of a first work designed for projection on a normal screen, there is any question of using the same scenario to create a new work for panoramic screen, this second operation would be possible only on the basis of a new contract with the scenario-writer, the latter being entitled to remuneration for any additional work actually done.

Payment of the basic remuneration entitled the user of the work to use it only to the extent and according to the conditions stipulated in the contract — whether by the film studio itself or, with its consent, in other sectors (theatre, opera, mechanical recording, broadcasting).

As regards publication of the scenario, there is nothing to prevent the studio from consenting to this even before the first public showing of the film. Scenarios are usually published in the specialized press before the film is shown, and this contributes to increased appreciation of the quality of the work, or brings out its shortcomings, as the case may be.

Having concluded a contract corresponding to the standard contract for the film music, the studio is entitled to use the work in any film it makes or to keep the music in its collection, without having to pay any additional remuneration to the composer. On the other hand, the composer must undertake not to make either the melodies or the background music accessible to the public separately, before the first public showing of the film.

The basic remuneration for the film music is calculated by minutes of recording time according to the duration of the music. In the case of documentary or scientific films intended for public showing, the remuneration for the scenario also includes the remuneration for the commentary. Where the commentary is not by the same author as the scenario, the basic remuneration and fee for use are shared out in the proportion of 60 per cent for the author of the scenario and 40 per cent for the author of the commentary, always subject to the maximum set in the tariff.

Where the scenario or the musical composition have been created by two or more authors, the basic remuneration is apportioned in equal shares, unless the contract provides otherwise.

The authors of works included in a cinematographic work (author of the scenario, composer of the music, set and costume designers) who are employed by the film studio under a work contract are not entitled to the basic remuneration in respect of such works, because that remuneration is included in their wages. Nevertheless, they do receive a fee for use of the work; this is paid for each means of use of the work (publication, recording, performance, showing, broadcasting, etc.) except in cases expressly covered by the provisions mentioned above.

The right of limited use of the work during a period of two years by the organization which employs the author, as provided for in Article 16, paragraph 2 of Decree No. 321/1956, is not applicable in the film sector, because under the author's work contract he implicitly consents to public showing of the cinematographic work made on the basis of his scenario or musical composition: he assigns to the studio the exercise of the right to use his work in the film.

After the making of an artistic, popular, scientific, cartoon or documentary film, the author of the scenario receives a fee for use equivalent to 25 per cent of the basic remuneration; the composer of the music receives 15 per cent. These amounts are paid when the film is first shown to a paying audience.

The fee for use in respect of performance of a literary or musical work is fixed according to the tariff based on gross receipts of the cinemas in which the film is shown. This fee is paid to the scenario writer and the composer of the music only for Rumanian films [13], whether they are shown in Rumania or abroad; in the latter case, the percentage amounts are calculated on the basis of the sum received for assignment of the right to use the film.

The translator is entitled to a fee for use equivalent to 40 per cent of his basic remuneration, payable when the film is first shown to a paying audience. This fee is also payable for a translation made by an employee of the socialist organization which uses the translation. For diafilm photography constituting an artistic creation, the author is entitled to a fee for use equivalent to 20 per cent of the basic remuneration; this is a one-time payment, regardless of the number of copies produced or published.

When the work is performed or shown, the fee for use is paid by the entertainment organizations to the Union of Writers and the Union of Composers; these Unions are responsible for protecting and supervising the right of performance of the work and for guaranteeing protection of that right.

Ovidiu IONAȘCU
Principal Legal Counsel
State Committee for Culture and Art
Bucharest

[13] A film is considered to be "Rumanian" where the owner of copyright in it is a State socialist organization which is the maker of the film, having its headquarters in Rumania; where the majority of the co-authors and principal makers are Rumanian citizens, and the work is made on Rumanian territory.

Films made under a co-productiou arrangement by a Rumanian producer and a foreign producer are considered to fall within the jurisdiction of both countries. Any advantages accrue only to the producer who is a national of the country which grants them. Agreements providing for film production and film exchanges are in existence between Rumania, on the one hand, and France and Italy, on the other hand.

CORRESPONDENCE

Letter from Rumania

Copyright in Rumania [1]

1. Under tbe Rumanian law of June 27, 1956, copyright is conceived as comprising all the intellectual and moral prerogatives and the patrimonial prerogatives wbicb the law recognizes as accruing to the authors of intellectual works, in order to ensure the proper use and appreciation of their works as well as the protection of their legitimate interests.

2. The subject of copyright is the intellectual work, the intellectual production, and not the material medium in the form of which it is expressed. Tbe author has the right of ownership on the material medium, like any other piece of material property. The author of a literary or musical work can transfer his right of ownership on the manuscript of his work, he may no longer possess any copy of his manuscript nor any of the reproductions thereof, but nevertheless he still retains the copyright in his work. The subject of copyright is always the intellectual work, even in the field of the plastic arts where tbe artistic production is incorporated in a material object in an inseparable manner. From the aspect of its being ań artistic creation, a three-dimensional work constitutes the subject of copyright; from its material aspect, it constitutes the subject of tbe right of ownership [2].

That is why the Rumanian law of 1956 establishes the general rule, applicable for all intellectual works, that "assignment of the right to reproduce, multiply and distribute copies of a work shall not be deemed to include assignment of the property right in the original; likewise, assignment of the property right in the original shall not be deemed to imply assignment of the right to reproduce, multiply or distribute copies of such work, unless otherwise agreed" (Article 22).

The characteristic element of an intellectual creation — from the aspect of copyright — is the originality of the work. This is not evaluated, however, in the context of ideas that circulate freely and are not liable to appropriation and where — after centuries of civilization — originality is rather the exception, but in the context of the *form* or tbe manner in which ideas, images, feelings, emotions and sensations are arranged and expressed [3]. The work must reflect the spirit and personality of its author. It must therefore be original in the subjective sense of the word, and it is in this respect that an *intellectual work* — which is the subject of copyright — differs from an *invention* — which is the subject of inventor's rights — the specific characteristic of the latter being its *novelty* in relation to what existed previously, that is to say, novelty in the objective sense [4]. And what is more, the originality of an intellectual work need not be absolute; it can also be relative, because the law also affords protection to translations and adaptations as well as to other alterations of intellectual works, without prejudice to the copyright in the original work.

The Rumanian law expressly provides for the protection of copyright in all intellectual works, whatever their content, form of expression, value or destination (Article 9). A work is deemed to be protected, independently of any publication or any formality, by the sole fact of its creation, provided it is expressed in some concrete form (manuscript, picture, sculpture, engraving, etc.) that is perceptible to the human senses (Article 2). A work tbat is not yet detached from the author's mind bas no objective existence. An author who keeps it in his mind, without expressing it, cannot enjoy copyright protection, because there is no subject of copyright.

3. Authorship results from the fact of creation of an intellectual work. That is why only a physical person can be deemed to be the author of an intellectual creation. A corporate body can very well hold a copyright in an intellectual work if such right is vested in it by law, but — being without any creative spirit — cannot be deemed to be the author of such a work. It is in order to underline this difference that certain authors consider that a corporate body can bave only a *derived copyright*, because human beings are those who "create intellectual works, and tbe derived copyright of a corporate body stems from the fact of such creation" [5]. A distinction is thus made between the *original copyright* which vests in the creator of an intellectual work, and the *derived copyright* which can also vest in a corporate body. But the copyright of the corporate body does not derive from the creation of the work; it results directly from the law which accords it to the corporate body that has organized and di-

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[1] The matters considered in this "Letter" were the subject of a lecture given at the Law Faculty of Paris on January 15, 1969.

[2] See in this connection Decision No. 165, of February 19, 1965, of the Civil College of the Supreme Court, in *Repertory of Supreme Court Decisions*, 1965, p. 98. See also on the subject of copyright: A. Ionasco, N. Comşa and M. Mureşan, *Dreptul de autor în Republica Socialistă România* [Copyright in the Socialist Republic of Rumania], Bucharest, Edit. Academiei, 1969, pp. 75 *et seq.*; V. Longhin, "Despre obiectul dreptului de autor" [The subject of copyright], in *Legalitatea populară*, 1957, No. 3, pp. 282 *et seq.*

[3] The concept of originality presents different aspects depending on whether it concerns literary works, works of art or musical compositions. As regards these "differences in nature and in modes of expression which distinguish them", see Henri Desbois, *Le droit d'auteur en France*, 2nd edition, Paris, Dalloz, 1966, p. 11. See also: A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 76-78.

[4] Regarding the differences between the concept of originality and the concept of novelty, see: Henri Deshois, *op. cit.*, pp. 5-7. See also concerning the characteristics of inventive activity: Y. Eminesco, *Dreptul de inventator în Republica Socialistă România* [Inventors' rights in the Socialist Republic of Rumania], Bucharest, Edit. Academiei, 1969, pp. 45 *et seq.*

[5] V. I. Serehrovski, "Dreptul de autor" [Copyright], in *Dreptul civil sovietic*, Vol. II, edition prepared hy S.N. Bratus, E.S.P.L.E.J., Bucharest, 1954, p. 323 (translation in Rumanian of the original Russian-language edition).

rected the process of creating the work. A distinction should therefore be made between the capacity of author, which can vest only in the physical person who has created an intellectual work, and the capacity of owner of copyright, which can also belong, under the law, to a corporate body [6].

As a general rule, a literary or artistic work is the result of one single person's activities of intellectual creation. There are nevertheless works to whose creation several physical persons have contributed, particularly in the field of heterogeneous works or scientific works which today increasingly require the co-operation of several specialists. Such works are known as works of joint authorship; they are jointly owned by those who have created them, by their co-authors.

There are two categories of works of joint authorship: those which can be termed *works of indivisible joint authorship,* where the personal contribution of each of the co-authors is merged into the whole work in such a way that it cannot be distinguished from the contribution of the others; and those which are *works of divisible joint authorship,* for which there is a common conception, inspiration and even method, but where each participant is the author of his personal contribution and all the participants, jointly, are co-authors of the joint work in its entirety [7].

Copyright in *works of indivisible joint authorship* vests jointly in the co-authors (Article 4, paragraph 1) and they must exercise their rights by mutual agreement. In the event of disagreement, the civil courts will decide. If the co-authors fail to agree on the apportionment of royalties, the law provides that the latter are to be divided equally among the co-authors (Article 4, paragraph 1).

Likewise, copyright in *works of divisible joint authorship* vests jointly in the co-authors, with the difference that each of the co-authors can exercise his rights in respect of his personal contribution, if it is capable of being used or appreciated separately, provided that the interests of the other co-authors are not adversely affected and that there is no impairment of the joint work (Article 4, paragraph 2). Consequently, each of the co-authors of a work of divisible joint authorship has an individual copyright in his personal contribution and, at the same time, a copyright jointly with the other co-authors in the work as a whole.

A new work which incorporates a pre-existing work, without the collaboration of the author of the latter (translation, adaptation, revision, alteration) is not a work of joint authorship. It is a composite work, a work said to be derived from the pre-existing work. The author of the new work can claim copyright in the work he has done, subject to the rights of the author of the pre-existing work.

The Rumanian law does not contain any general provisions concerning collective works. It establishes that film, broadcasting and recording studios are eligible for copyright in the collective works which they produce (Article 11, paragraph 1), while specifying that the respective authors of the scenario and the music, the director and all other creators retain their copyright in the work that constitutes their contribution to the collective work as a whole (Article 11, paragraph 2).

There is some discussion as to whether the term " all other creators ", used in the law, should be understood as including film actors. We hold the affirmative view, because a cinematographic work — intended to appeal exclusively to its spectators — does not exist without the contribution of actors to personify the various characters and bring to life a literary scenario and script which, in themselves, are only of limited interest to a very small reading public [8].

We believe that, apart from the cinematographic works, broadcasts and recordings specifically referred to by the law, the term " collective work " should be deemed to include any work created on the initiative of a physical person or corporate body, who publishes and issues it under his direction and his name, and in which the personal contribution of the various participating authors is merged into the whole in such a way that it is not possible to attribute to each of them a distinct right in the work as a whole. This would apply above all to dictionaries, encyclopaedias, anthologies, etc. [9].

4. The Rumanian law establishes, in Article 3, that copyright consists of the following prerogatives:

(a) the right to communicate the work to the public (right of disclosure);

(b) the right to be recognized as the author of the work, independently of the fact that the author has published it under his own name, under a pseudonym, or without indicating any name;

(c) the right to consent to the use of the work by other persons, and to require that third parties discontinue to use it without his consent;

(d) the right to inviolability of the work and to its use in conditions compatible with the nature of the work.

In addition to these prerogatives of an intellectual and moral nature, the law provides two more which are patrimonial:

(e) the right to use the work by reproduction, performance and any other lawful means and to derive an economic benefit therefrom;

(f) the right to damages in the event of unlawful use of the work.

5. The first and most important of all these rights is undoubtedly the right of disclosure. The author's right to use the work depends on his exercise of this right, on his decision to communicate the work to the public. So long as the author does not make that decision, his right of use exists only poten-

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[6] The Civil Code of 1964 of the Russian Soviet Federal Socialist Republic provides, in Article 484, that " Copyright vests in corporate bodies in the cases and subject to tbe conditions prescribed by the legislation of the Soviet Union and the present Code ".

[7] Under the legislation of some countries, joint works are deemed to be only works of indivisible joint authorship (German law of June 19, 1901; Swiss law of December 7, 1922; Swedish law of December 30, 1960; Norwegian law of May 12, 1961; Finnish law of July 8, 1961).

[8] See in this sense: Henri Desbois, *op. cit.*, pp. 168-170; Y. Eminesco, " Cu privire la definirea noţiunilor de 'operă colectivă' şi 'operă comună' şi efectele juridice ale delimitării acestor noţiuni " [The definition of the concepts " collective work " and " joint work " and the legal implications of the delimitation of these concepts], in *Justiţia nouă*, 1964, No. 7, p. 69; O. Ionasco, " Opera cinematografică şi dreptul de autor " [Cinematograpb works and copyright], in *Revista română de drept*, 1967, No. 12, p. 26; for the contrary opinion, see: V. Longhin, *op. cit.*, p. 284.

[9] See in this sense: A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 70-71.

tially; it becomes reality only once the author has decided to disclose his work [10]. In this way, the right of disclosure precedes and determines the right of use, and the latter is therefore dependent on the former [11].

The right to make one's thoughts known to others is certainly one of the most personal rights of man. An intellectual work bears the imprint of its author; it is his own image. Disclosure of a work without the author's consent would constitute an offence against his personality and even his individual freedom.

Disclosure of the work depends on the qualities which the author requires it to attain. The work cannot be published so long as the author considers that it still needs amendments or retouching, that it has not yet arrived at the degree of perfection that he set himself. The author alone is entitled to decide when his work has reached the appropriate level for being communicated to the public. And it is only natural that this should be so, because on the quality of the work, its degrce of perfection, will depend the way in which it faces up to criticism, the way in which it is going to be received and appreciated by the general public, its power of penetration, the author's reputation — so many elements whicb are all of essential importance for him. Lastly, it should be added that, by the fact of publishing the work, the author also takes on a moral responsibility — and sometimes even a legal one — which he cannot be expected to incur unless he has personally decided that the work should be published.

It follows that the right to communicate an intellectual work to the public is the exclusive and discretionary right of the author.

These characteristics of the right of disclosure explain and fully justify the right of withdrawal afforded to tbe author under the French law of March 11, 1957, even after publication of the work (Article 32) [12]. In our view, this right should also be recognized under Rumanian law, although no provision is made for it therein, by virtue of the author's discretionary power to decide, in complete freedom, that his work is to be disclosed. It is true that, in the event of temporary assignment of the exercise of the right of reproduction or performance, a conflict arises between this intellectual and moral right of the author and the patrimonial right of the assignee. In such a conflict, preference must be given, however, to the author's intellectual and moral right because it constitutes the prerequisite for the patrimonial right which has been assigned temporarily, and the latter remains dependent on the author's moral right. A conflict also arises between the principle of the author's discretionary power to disclose his work and the principle of the mandatory force of the contract of assignment to which he has given his consent. In the event that the parties fail to agree on withdrawal of the work, and in the absence of legal provisions covering the case, one should consider — in our view — that the civil courts should decide whether or not the withdrawal is justified. In the spirit of the considerations presented, an affirmative finding will no doubt have to be reached in nearly all cases. The court will, of course, order the author to compensate the assignee for any damage caused to him by the withdrawal [13].

Another intellectual and moral right of the author is the right of authorship on his work. This derives from the actual creation of tbe work and is therefore a right inherent in the author's personality and indissolubly linked to his capacity as creator of the work. The author has the right to be recognized as being the author of his work, regardless whether he has published it under his own name, under a pseudonym, or anonymously (Article 3, paragraph 2). By virtue of this right, the author can forbid anyone else from claiming paternity on his work. This is tbe negative aspect wbich results implicitly from the right of authorship. If the work is reproduced or performed, without any indication of the name of the author, the latter can bring an action before the civil courts — under the provisions of Decree No. 31 of January 30, 1954, on physical persons and corporate bodies; this decree concerns the protection of personal, non-patrimonial rights (among which it makes express provision for the personal non-patrimonial rights of autbors) — in order to oblige the party having infringed his right of authorship on the work to take whatever measures the court may deem necessary in order to bring the infringement to an end and restore the right that has been infringed (Article 54 of the Decree).

The author also has the right to consent to the use of his work by other persons (Article 3, paragraph 3), whether for the making of a composite work, a so-called derivative work (translation, adaptation, alteration), for the production of a collective work, or for the reproduction or performance of the work as such. This is a personal right of a moral nature, because its exercise implies a personal assessment by the author as to the desirability, modalities and conditions of such use; such an assessment is intimately linked to the author's right of disclosure [14]. If the work is used without the author's consent, the author can require that the use be discontinued (Article 3, paragraph 3) as well as compensation for the material damages caused to him (Article 3, paragraph 6). By way of exception from the general rule, a work already disclosed can be used without the author's consent in certain cases

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[10] "It is by exercising the moral right of disclosure that the author introduces his work into the realm of economic values, specifying in what form and to what extent" (Henri Desbois, *op. cit.*, p. 238).

[11] A. Ionasco, "Dreptul de autor în legislaţia R. P. R." [Copyright in the legislation of the People's Republic of Rumania], in *Justiţia nouă*, 1961, No. 6, p. 39. See also P. Demetrescu, according to whom the author's patrimonial rights come into existence from the moment when the results of the author's work become accessible to the public ("Dreptul de autor", in *Analele ştiinţifice ale Universităţii din Iaşi*, 1956, p. 382).

[12] Concerning the right of withdrawal, see: Henri Desbois, *op. cit.*, pp. 435 *et seq.*

[13] Concerning the right of withdrawal under Rumanian law, sec: A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 85 *et seq.*

[14] See in this sense: A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 92 *et seq.*; O. Capatina, "Alcătuirea masei succesorale în cazul unei transmiteri prin moştenire a dreptului de autor" [Constitution of the estate in the case of transmission of copyright by succession], in *Legalitatea populară*, 1957, No. 10, pp. 1181-1183; M. Ercmia, "Dreptul inovatorului" [The innovator's right], in *Studii şi cercetări juridice*, 1957, No. 2, p. 192; T. Popesco, *Dreptul familiei*, Bucharest, Edit. didactică şi pedagogică, 1959, p. 193; C. Zirra, "Cîteva aspecte privind reglementarea dreptului de autor asupra operelor realizatc în comun" [Some aspects of legal rules on copyright in jointly created works], in *Justiţia nouă*, 1965, No. 8, p. 76; M. Eliesco, *Transmisiunea şi împărţirea moştenirii* [Transmission and apportionment of estate], Bucharest, Edit. Academiei, 1966, p. 20. Sec in the sense that this right is a patrimonial right, C. Statesco, *Drept civil*, Bucharest, Edit. didactică şi pedagogică, 1967, pp. 47-49.

expressly provided for by Articles 13 and 14 for information, educational, scientific and cultural purposes; the party using the work is, however, required to respect the other moral rights of the author and, in the cases provided for by Article 13 (mechanical recording, radio or television broadcasting, etc.) even his right to receive remuneration.

Lastly, the author has the intellectual and moral right to inviolability of the work, and of its use in conditions compatible with the nature of the work (Article 3, paragraph 4). This right, too, is intimately linked to the right of disclosure, because an author who has decided to communicate his work to the public has intended implicitly that the work should be reproduced or performed as he created it, without any change. Any alteration made without the author's consent will alter, if not the integrity or the value of the work, at least its personal character and will give rise to the presumption that if the author had been aware of the alteration, he would not have consented to disclosure of the work.

The right to inviolability of the work also implies the right to use it in conditions compatible with its nature, because any other use could constitute, depending on the circumstances, an impairment of its real significance, of its inviolability. An author whose work (including the title, sub-title and preface) has been infringed in any way (changes in the arrangement, content or text, deletions, additions, adjustments, etc.) can apply to the courts for an order requiring the parties responsible to do everything necessary to restore the work to its original form (Article 54 of Law No. 31/1954 on physical persons and corporate bodies) and also requiring those parties to make good the material damage suffered by him (Article 3, paragraph 6).

The author's intellectual and moral rights — which we have just mentioned — are *non-assignable* during the author's lifetime, *intransmissible* to his heirs and *imprescriptible* (Articles 3 and 6).

6. The essential patrimonial prerogative which copyright includes is the author's right to use the work by reproduction, performance and any other lawful means and "to derive economic benefit" therefrom (Article 3, paragraph 5). Reproduction consists of material fixation of the work by any process (printing, photography, drawing, engraving, moulding, mechanical recording, etc.) which enables it to be communicated to the public in an indirect manner. Performance consists of direct communication of the work to the public by means of stage performance, musical performance, broadcasting of words, sounds or images, public presentation or showing, etc.

Rights of reproduction and performance are generally carried into effect by means of an assignment of the exercise of those rights, for a specified period and in return for remuneration, to one of the socialist organizations (publishing houses, theatres, entertainment organizations, radio and television studios) that have been established to communicate intellectual works to the public and to disseminate them. Assignment of exercise of the right of reproduction does not imply any assignment of exercise of the right of performance, just as assignment of exercise of the right of performance does not imply any assignment of the right of reproduction. Similarly, assignment of exercise of one of these rights by any specified process or in any specified manner does not imply assignment of exercise of the same right by any other process or in any other manner.

An author who has assigned the exercise of his right of reproduction or performance is entitled to receive a remuneration the amount of which is fixed in accordance with the tariff established by Decision No. 632/1957 of the Council of Ministers and the tables annexed thereto, according to a number of criteria: the type of work, the quantity of intellectual creative effort that it represents, the quality of the work, the manner and extent of use of the work.

There are two categories of remuneration: the "basic" fee, which is due to the author once only, on the occasion of first use of the work (by reproduction or performance), and one or more fees "for use", which are due to the author on each occasion of subsequent use of the work (Articles 2 and 3).

In each category, the tariff provides for minimum and maximum rates; the maximum may be twice or even, in certain cases, three times the amount of the minimum, so as to enable the socialist organizations to vary the amount of remuneration according to the quality of the work concerned. To this end, the socialist organizations can consult expert committees. If the author does not accept the amount of remuneration fixed by the socialist organization, he can ask the courts to settle the dispute (Article 39).

Another patrimonial prerogative which copyright includes is the right of the author to demand compensation for material damage suffered by him in the event of infringement of his rights (Article 3, paragraph 6).

Unlike the moral rights of the author, his patrimonial rights are *assignable* (so far as their exercise is concerned), *transmissible* to his heirs, and *temporary*.

7. In order better to afford protection to intellectual works after the author's death, the Rumanian law provides that the task of protecting the author's right of authorship on his work and his right to inviolability of the work devolves at his death upon the appropriate association or union of authors or, if there is none, the competent State authority (Article 5).

The right of disclosure and the right to consent to use of the work by another party lapse upon the author's death (Articles 3 and 5) [15]. Consequently, the unpublished works of a deceased author can be published by a third party; the latter must respect the patrimonial rights of the heirs, however, because the presumption is that the author had created the works concerned with the intention of communicating them to the public, unless he has expressly or tacitly forbidden their disclosure [16].

The patrimonial right to use the work by reproduction, performance or any other lawful means and to derive an

[15] See M. Eliesco who considers, notwithstanding the legal provision to the effect that the author's moral rights are not transmissible by succession, that the right of disclosure passes to the heirs so as to enable them to exercise their patrimonial rights (*op. cit.*, p. 20).

[16] This is merely a presumption. In this sense, see also: O. Capatina, *op. cit.*, p. 1181.

economic benefit from such use passes to the author's heirs, under the provisions of the Civil Code, subject to certain special conditions as regards the term of that right, as follows: for the surviving spouse and ascendants, regardless of their degree, for their lifetime; for descendants and their own heirs, for the current year and fifty years thereafter; and for other heirs, for the current year and fifteen years thereafter, with no transmission of the right to their own heirs in the event of their decease before the end of the fifteen-year term; the inheritance rights of minor heirs in this latter category are extended until they reach majority (eighteen years) or until the end of their higher studies, but not beyond the age of twenty-five years (Article 6) [17].

8. The author may exploit his right to use his work either directly, or by temporarily assigning the exercise of his rights of reproduction, performance, etc., in return for payment, to the socialist organizations (publishing houses, theatres, entertainment organizations, etc.) which, in the socialist society, are entrusted with the task of ensuring a continuing improvement in the level of the literary, artistic and scientific knowledge of the members of that society (Article 18).

These contracts, which are called contracts for use and appreciation of intellectual works, are regulated by a series of provisions that are applicable to all contracts of this kind, together with special provisions concerning the most important among such contracts, that is to say, publishing contracts, performance contracts, contracts providing for the use of an intellectual work in a cinematographic work, contracts for the broadcasting of a work by radio or television (Articles 18 and 19) [18].

These contracts must be concluded in writing, this condition being required *ad probationem* (Article 19).

The substantive conditions are determined according to the general rules of law, in the absence of provisions to the contrary. Thus, an author who is still a minor but has passed the age of sixteen can conclude such contracts alone, and without the authority of his parents or his guardian.

By such contracts, the author does not assign his rights of reproduction, performance, etc. to the assignee organization, but merely assigns the temporary exercise of those rights. The assignee socialist organization is required by law to ensure the dissemination of the work in accordance with its nature and with the clauses of the contract, and to pay the established remuneration to the author. In order to ensure the protection of authors, the law nevertheless provides that " the elements which are necessary for determining the remuneration due to the author according to a schedule of rates " must be set forth in the contract (Article 19, paragraph 2).

The work which is the subject of the contract may be a work already created or a specified work which the author undertakes to create. In the latter case, that of a commissioned work, the contract provides for close collaboration between the author and the assignee organization with a view to production of the work. Thus, the assignee organization is required to make available to the author all the necessary material for documentation purposes. The law specifies that the author will not be required to refund any money advanced to him in the event that the result of his work is not found satisfactory, provided he has done his work conscientiously and in good faith (Article 20, paragraph 2). Thus, in this case also, the author is assured of remuneration for his work.

In order to protect the legitimate interests of authors, the law specifies that any contractual clause that would be less advantageous for the author in comparison with the provisions of the law or of standard contracts shall be considered void and shall automatically be replaced by the provisions concerned.

9. On January 1, 1927, Rumania acceded to the Berne Convention for the Protection of Literary and Artistic Works, and thus became a member of the Berne Union. In 1928, it took part in the Rome Conference and signed the Revision Act of June 2, 1928, but ratified the revised Convention only on August 6, 1936.

Rumania did not take part in the Brussels Conference in 1948 and did not accede to the text of the Convention as revised on that occasion, because it was not in agreement with two of the amendments introduced at Brussels into the text of the Convention, namely: (1) the provision establishing a *compulsory term* of copyright protection of not less than fifty years after the author's death, which was incompatible with Rumania's legislation (under the latter, the term of protection was less than fifty years in certain cases); (2) the provision introducing the *compulsory jurisdiction* of the International Court of Justice for the settlement of any dispute between countries of the Union concerning the interpretation or application of the Convention: Rumania considered that this provision impinged on national sovereignty.

From 1948 onwards, Rumania continued to be bound by the Berne Convention, as revised at Rome in 1928.

In 1967, Rumania took part in the Stockholm Conference, and on July 14, 1967, signed the Convention as revised on that occasion, subject to ratification and to subsequent deposit of instruments of ratification, in view of the fact that the causes that had prevented its accession to the Brussels revision had been removed.

By Decree No. 549 of July 31, 1969, the Socialist Republic of Rumania ratified the Berne Convention as revised at Stockholm [19], with the reservation that it did not consider itself bound by the provisions of Article 33(1) of the Convention concerning the compulsory jurisdiction of the International Court of Justice [20]; such a reservation was permissible under an express provision to that effect which is set forth in para-

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[17] A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 121 *et seq.*; A. Ionasco, " Succesiunea drepturilor patrimoniale de autor " [Succession of the author's patrimonial rights], in *Justiţia nouă*, 1960, No. 5, pp. 831 *et seq.*

[18] A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 131 *et seq.*; A. Ionasco, " Conţinutul, valorificarea şi apărarea dreptului de autor " [The content, exercise and protection of copyright], in *Justiţia nouă*, 1963, No. 7, pp. 20 *et seq.*

[19] *Copyright*, 1969, p. 235; as regards the States towards which Rumania is bound by the Berne Convention as revised at Rome and those towards which it is bound by the Berne Convention as revised at Stockholm, see also: A. Ionasco, N. Comşa and M. Mureşan, *op. cit.*, pp. 309-312.

[20] Article 1 of the Decree of ratification expressly provides that " any dispute concerning the interpretation or application of the Convention may be submitted for arbitration only with the consent of the parties to the dispute in each particular case ".

graph (2) of the same Article. In accordance with the Decree of ratification (Article 2), Rumania also stated, when depositing the instrument of ratification, that it intended to maintain the provisions of its national legislation in force at the time of signature of the Convention and relating to the term of copyright, in accordance with the possibility afforded by Article 7, paragraph (7), to countries of the Union having acceded to the Rome revision of the Convention [21].

Following Rumania's ratification of the Stockholm text of the Berne Convention, and subject to the entry into force of that text, authors enjoy in Rumania the protection established by the Law of June 27, 1956 — the principles of which we have expounded above — in accordance with the following distinction:

(a) authors who are nationals of one of the countries of the Union — to whom are assimilated authors who have their habitual residence in any such country — for all their works, whether published or not, and regardless of the place of publication (Article 3(1)*(a)* of the Convention);

(b) authors who are not nationals of one of the countries of the Union, for their works first published in one of those countries, or simultaneously in a country outside the Union and in a country of the Union (Article 3(1)*(b)* of the Convention).

Protection is afforded to foreign authors, as to authors who are nationals, in accordance with the principle of assimilation of protected authors to authors who are nationals (Article 5(1) of the Convention) for all intellcctual works (literary, artistic or scientific), whether they be original or derivative: translations, adaptations, alterations, etc. (Articles 2(1), 3 and 6 of the Convention).

Foreign authors enjoy the same patrimonial and moral rights — which together form the substance of copyright — as authors who are nationals (Article 5(1) of the Convention). They can enjoy and exercise these rights without any formality and independently of the existence of protection in their country of origin (Article 5(2) of the Convention).

The heirs of foreign authors enjoy the same patrimonial rights as the heirs of authors who are nationals, that is to say: *(a)* the surviving spouse and the ascendants, regardless of their degree, for their lifetime; *(b)* the descendants and their own heirs, fifty years after the author's death; *(c)* the other heirs, fifteen years after the author's death (without any transmission to their own heirs of the author's rights which they have inherited), with the exception of minor heirs in this last category, whose inheritance rights are extended until they reach majority (eighteen years) or until the end of their higher studies, but not beyond the age of twenty-five years (Article 6 of Decree No. 31/1956).

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We believe that from this brief description of the system adopted in the Rumanian copyright legislation, the conclusion to be drawn is that, starting from the notion that copyright is based on the act of intellectual creation [22], this system affords effective protection to the intellectual, moral and patrimonial rights of authors, while remaining in harmony with the general interest.

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[21] See: A. Ionasco and O. Ionasco, "Convenţia de la Berna pentru protecţia operelor literare şi artistice revizuită la Stockholm în 14 iulie 1967" [The Berne Convention for the Protection of Literary and Artistic Works, revised at Stockholm on July 14, 1967], in *Studii şi cercetări*, 1970, pp. 33-48.

[22] Concerning the entirely different system of copyright under Anglo-American law, see: A. Françon, *La propriété littéraire et artistique en Grande-Bretagne et aux Etats-Unis*, Paris, 1955.

NEWS ITEMS

State of Ratifications of and Accessions to the Conventions and Agreements affecting Copyright on July 1, 1970

International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations

(Rome, October 26, 1961)

Contracting States	Deposit of instrument	Entry into force	Ratification (R) or accession (A)
Brazil	June 29, 1965	September 29, 1965	R
Congo (Brazzaville) *)	June 29, 1962	May 18, 1964	A
Czechoslovakia *)	May 13, 1964	August 14, 1964	A
Denmark *)	June 23, 1965	September 23, 1965	R
Ecuador	December 19, 1963	May 18, 1964	R
Germany (Fed. Rep.) *)	July 21, 1966	October 21, 1966	R
Mexico	February 17, 1964	May 18, 1964	R
Niger *)	April 5, 1963	May 18, 1964	A
Paraguay	November 26, 1969	February 26, 1970	R
Sweden *)	July 13, 1962	May 18, 1964	R
United Kingdom *)	Octoher 30, 1963	May 18, 1964	R

*) The instruments of ratification or accession deposited with the Secretary-General of the United Nations were accompanied by "declarations". As to Congo (Brazzaville), see *Le Droit d'Auteur (Copyright)*, 1964, p. 127; as to Czechoslovakia, see *ibid.*, 1964, p. 110; as to Denmark, see *Copyright*, 1965, p. 214; as to Germany (Fed. Rep.), see *ibid.*, 1966, p. 237; as to Niger, see *Le Droit d'Auteur (Copyright)*, 1963, p. 155; as to Sweden, see *ibid.*, 1962, p. 138; as to United Kingdom, see *ibid.*, 1963, p. 244, *Copyright*, 1967, p. 36 (Gibraltar), *ibid.*, 1970, p. 108 (Bermuda).

European Agreement concerning Programme Exchanges by Means of Television Films

(Paris, December 15, 1958)

Contracting States	Deposit of instrument	Entry into force	Signature without reservation in respect of ratification (S) or ratification (R) or accession (A)
Belgium	March 9, 1962	April 8, 1962	R
Cyprus	January 21, 1970	February 20, 1970	R
Denmark	Octoher 26, 1961	November 25, 1961	R.
France	December 15, 1958	July 1, 1961	S
Greece	Jannary 10, 1962	February 9, 1962	R
Ireland	March 5, 1965	April 4, 1965	S
Luxemhourg	October 1, 1963	October 31, 1963	R
Netherlands	February 3, 1967	March 5, 1967	R
Norway	February 13, 1963	March 15, 1963	R
Sweden	May 31, 1961	July 1, 1961	R
Tunisia	Jannary 23, 1969	Februnry 22, 1969	A
Turkey	February 27, 1964	March 28, 1964	R
United Kingdom	December 15, 1958	July 1, 1961	S

European Agreement on the Protection of Television Broadcasts

(Strasbourg, June 22, 1960)

Contracting States	Deposit of instrument	Entry into force	Signature without reservation in respect of ratification (S) or ratification (R)
Belginm *)	February 7, 1968	March 8, 1968	R
Cyprus	Jannary 21, 1970	Februnry 22, 1970	R
Denmark *)	October 26, 1961	November 27, 1961	R
France	June 22, 1960	July 1, 1961	S
Germany (Fed. Rep.) *)	September 8, 1967	October 9, 1967	R
Norway *)	July 9, 1968	Angust 10, 1968	R
Sweden	May 31, 1961	July 1, 1961	R
United Kingdom *)	March 9, 1961	July 1, 1961	R

*) The instruments of ratification were accompanied by "options" in accordance with Article 3, paragraph 1, of the Agreement. As to Belgium, see *Copyright*, 1968, p. 147; as to Denmark, see *Le Droit d'Auteur*, 1961, p. 360; as to the United Kingdom, see *ibid.*, 1961, p. 152; as to Germany (Fed. Rep.), see *Copyright*, 1967, p. 217; as to Norway, see *ibid.*, 1968, p. 191.

Protocol to the said Agreement

(Strasbourg, January 22, 1965)

Contracting States	Deposit of instrument	Entry into force	Signature without reservation in respect of ratification (S) or ratification (R)
Belginm	February 7, 1968	March 8, 1968	R
Cyprus	January 21, 1970	Februnry 22, 1970	R
Denmark	Jannary 22, 1965	March 24, 1965	S
France	Jannary 22, 1965	March 24, 1965	S
Germany (Fed. Rep.)	September 8, 1967	October 9, 1967	R
Norway	Jnly 9, 1968	Angust 10, 1968	R
Sweden	January 22, 1965	March 24, 1965	S
United Kingdom	February 23, 1965	March 24, 1965	S

European Agreement for the Prevention of Broadcasts Transmitted from Stations Outside National Territories

(Strasbourg, January 22, 1965)

Contracting States	Deposit of instrument	Entry into force	Ratification (R)
Belgium	September 18, 1967	October 19, 1967	R
Denmark	September 22, 1965	October 19, 1967	R
France	March 5, 1968	April 6, 1968	R
Ireland	January 22, 1969	February 23, 1969	R
Sweden	June 15, 1966	October 19, 1967	R
United Kingdom	November 2, 1967	December 2, 1967	R

Universal Copyright Convention (Geneva, September 6, 1952)

Contracting States	Deposit of Instrument	Coming into Force	Ratification (R) or Accession (A)	Protocols adopted
Andorra	31 XII 1952 [1])	16 IX 1955	R	2, 3
	22 I 1953 [2])			1, 2, 3
Argentina	13 XI 1957	13 II 1958	R	1, 2
Anstralia	1 II 1969	1 V 1969	R	
	24 VII 1969	24 VII 1969	R	1, 2, 3
Austria	2 IV 1957	2 VII 1957	R	1, 2, 3
Belgium [3])	31 V 1960	31 VIII 1960	R	1, 2, 3
Brazil	13 X 1959	13 I 1960	R	1, 2, 3
Camhodia	3 VIII 1953	16 IX 1955	A	1, 2, 3
Canada	10 V 1962	10 VIII 1962	R	3
Chile	18 I 1955	16 IX 1955	R	2
Costa Rica	7 XII 1954	16 IX 1955	A	1, 2, 3
Cnba	18 III 1957	18 VI 1957	R	1, 2
Czechoslovakia	6 X 1959	6 I 1960	A	2, 3
Denmark	9 XI 1961	9 II 1962	R	1, 2, 3
Ecnador	5 III 1957	5 VI 1957	A	1, 2
Finland	16 I 1963	16 IV 1963	R	1, 2, 3
France [4])	14 X 1955	14 I 1956	R	1, 2, 3
Germany (Fed. Rep.) [5])	3 VI 1955	16 IX 1955	R	1, 2, 3
Ghana	22 V 1962	22 VIII 1962	A	1, 2, 3
Greece	24 V 1963	24 VIII 1963	A	1, 2, 3
Guatemala	28 VII 1964	28 X 1964	R	1, 2, 3
Haiti	1 IX 1954	16 IX 1955	R	1, 2, 3
Holy See	5 VII 1955	5 X 1955	R	1, 2, 3
Iceland	18 IX 1956	18 XII 1956	A	
India	21 X 1957	21 I 1958	R	1, 2
	21 X 1957	21 I 1958	A	3
Ireland	20 X 1958	20 I 1959	R	1, 2, 3
Israel	6 IV 1955	16 IX 1955	R	1, 2, 3
Italy	24 X 1956	24 I 1957	R	2, 3
	19 XII 1966	19 XII 1966	R	1
Japan	28 I 1956	28 IV 1956	R	1, 2, 3
Kenya	7 VI 1966	7 IX 1966	A	1, 2, 3
Laos	19 VIII 1954	16 IX 1955	A	1, 2, 3
Lehanon	17 VII 1959	17 X 1959	A	1, 2, 3
Liheria	27 IV 1956	27 VII 1956	R	1, 2
Liechtenstein	22 X 1958	22 I 1959	A	1, 2
Luxemhourg	15 VII 1955	15 X 1955	R	1, 2, 3
Malawi	26 VII 1965	26 X 1965	A	
Malta	19 VIII 1968	19 XI 1968	A	
Mexico	12 II 1957	12 V 1957	R	2
Monaco	16 VI 1955	16 IX 1955	R	1, 2
Netherlands	22 III 1967	22 VI 1967	R	
	22 III 1967	22 III 1967	R	3
	22 III 1967	22 VI 1967	A	1, 2
New Zealand [6])	11 VI 1964	11 IX 1964	A	1, 2, 3
Nicaragua	16 V 1961	16 VIII 1961	R	1, 2, 3
Nigeria	14 XI 1961	14 II 1962	A	
Norway	23 X 1962	23 I 1963	R	1, 2, 3
Pakistan	28 IV 1954	16 IX 1955	A	1, 2, 3
Panama	17 VII 1962	17 X 1962	A	1, 2, 3
Paragnay	11 XII 1961	11 III 1962	A	1, 2, 3
Peru	16 VII 1963	16 X 1963	A	
Philippines [7])	19 VIII 1955	19 XI 1955	A	1, 2, 3
Portugal	25 IX 1956	25 XII 1956	R	1, 2, 3
Spain [8])	27 X 1954	16 IX 1955	R	2
Sweden	1 IV 1961	1 VII 1961	R	1, 2, 3
Switzerland	30 XII 1955	30 III 1956	R	1, 2
Tunisia	19 III 1969	19 VI 1969	A	1, 2
	19 III 1969	19 III 1969	A	3
United Kingdom [9])	27 VI 1957	27 IX 1957	R	1, 2, 3
United States of America [10])	6 XII 1954	16 IX 1955	R	1, 2, 3
Venezuela	30 VI 1966	30 IX 1966	A	1, 2, 3
Yugoslavia	11 II 1966	11 V 1966	R	1, 2, 3
Zamhia	1 III 1965	1 VI 1965	A	

[1]) Date upon which an instrument of ratification of the Convention and of Protocols 2 and 3 was deposited on behalf of the Bishop of Urgel, co-Prince of Andorra.

[2]) Date upon which an instrument of ratification of the Convention and of Protocols 1, 2 and 3 was deposited on behalf of the President of the French Republic, co-Prince of Andorra.

[3]) The Director-General of Unesco received from the Belgian Government a notification of application of the Convention and Protocols 1, 2 and 3 to the Trust Territory of Rwanda-Urundi, effective from April 24, 1961.

[4]) On November 16, 1955, France notified the Director-General of Unesco that the Convention and the three Protocols apply, as from the date of their entry into force in respect of France, to Metropolitan France and to the Departments of Algeria, Guadeloupe, Martinique, Guiana and Réunion.

[5]) Following the deposit of the instrument of ratification, a statement was made on June 3, 1955, on behalf of the Federal Republic of Germany: "The Government of the Federal Republic of Germany reserves the right, after complying with the preliminary formalities, to make a statement regarding the implementation of the Universal Copyright Convention and the additional Protocols 1, 2 and 3 so far as the *Land* of Berlin is concerned". On September 12, 1955, the Director-General of Unesco received the following declaration made on behalf of the Federal Republic of Germany on September 8, 1955: "The Universal Copyright Convention and Protocols 1, 2 and 3 annexed shall likewise be applied in *Land* Berlin as soon as the Convention and the annexed Protocols come into force in respect of the Federal Republic of Germany".

[6]) On June 11, 1964, New Zealand notified the Director-General of Unesco that the Convention and its three Protocols shall apply, from their coming into force in New Zealand, to the Cook Islands (including Niue) and Tokelan Islands.

[7]) On Novemher 14, 1955, the following communication was addressed to the Director-General of Unesco on behalf of the Republic of the Philippines: "... His Excellency the President of the Republic of the Philippines has directed the withdrawal of the instrument of accession of the Repuhlic of the Philippines to the Universal Copyright Convention prior to the date of Novemher 19, 1955, at which the Convention would become effective in respect of the Philippines". This communication was received on Novemher 16, 1955. By circular letter of January 11, 1956, the Director-General of Unesco transmitted it to the Contracting States of the Convention as well as to the Signatory States. Observations received from Governments were communicated to the Republic of the Philippines and to other States concerned by circular letter of April 16, 1957.

[8]) The instrument of ratification deposited on behalf of Spain on Octoher 27, 1954, related to the Convention and the three Protocols. Since Protocols 1 and 3 had not been signed on behalf of Spain, the Director-General of Unesco, hy letter of November 12, 1954, drew the attention of the Government of Spain to this fact. In reply, the following communication was addressed to the Director-General of Unesco on January 27, 1955: "I am ... instructed by the Minister of Foreign Affairs to inform you that the Spanish ratification of the Universal Copyright Convention applies solely to the docnments in fact signed, viz., the Convention and Protocol N° 2...". The States concerned were informed of this commnnication hy circnlar letter of March 25, 1955.

[9]) The Director-General of Unesco received notifications from the Government of the United Kingdom concerning the application of the Convention to the Isle of Man, Fiji Islands, Gibraltar and Sarawak (coming into force on March 1, 1962), to Zanzihar, to the Bermndas and North Borneo (coming into force on May 4, 1963), to the Bahamas and the Virgin Islands (coming into force on July 24, 1963), to the Falkland Islands, Kenya, St. Helena and Seychelles (coming into force on January 29, 1964), to Manritius (coming into force on January 6, 1965), to Bechuanaland, Montserrat and Santa-Lucia (coming into force on May 8, 1966), to Grenada (coming into force on May 15, 1966), to the Cayman Islands (coming into force on June 11, 1966), to British Guiana (coming into force on June 15, 1966), to British Honduras (coming into force on October 19, 1966), to Saint Vincent (coming into force on Novemher 10, 1967).

[10]) On Decemher 6, 1954, the United States of America notified the Director-General of Unesco that the Convention shall apply, in addition to continental United States, to Alaska, Hawaii, the Panama Canal Zone, Puerto Rico and the Virgin Islands. On May 14, 1957, the United States of America further notified the Director-General of Unesco that the Convention shall apply to Guam. Notification was received on May 17, 1957. By letter of November 21, 1957, the Government of Panama contested the right of the Government of the United States of America to extend the application of the Convention to the Panama Canal Zone. By letter of February 28, 1958, the Government of the United States of America asserted that such extension of the Convention was proper under Article 3 of its 1903 treaty with Panama. Copies of the two letters have been communicated by the Director-General to all States concerned.

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[1] See *Copyright*, 1970, p. 110.
[2] *Ibid.*, 1970, p. 110.
[3] *Ibid.*, 1969, p. 248.

CALENDAR

WIPO/BIRPI Meetings

July 13 to 17, 1970 (Geneva) — Joint ad hoc Committee on the International Classification of Patents — Bureau (3rd Session)

Object: Supervision and coordination of the activities of the Working Groups — *Invitations:* Czechoslovakia, Germany (Fed. Rep.), Netherlands, Soviet Union, United Kingdom, United States of America — *Observer:* International Patent Institute — *Note:* Meeting convened jointly with the Council of Europe

September 14 and 15, 1970 (Geneva) — BIRPI Headquarters Building Suhcommittee (a Suhcommittee of the Interunion Coordination Committee) (2nd Session)

Object: Plans for the extension of the Headquarters Building of BIRPI — *Invitations:* Argentina, Cameroon, France, Germany (Fed. Rep.), Italy, Japan, Netherlands, Soviet Union, Switzerland, United States of America

September 14 to 18, 1970 (Geneva) — Permanent Committee of the Berne Union (Extraordinary Session)

Object: Consideration of various questions concerning copyright — *Invitations:* Belginm, Brazil, Denmark, France, Germany (Fed. Rep.), India, Italy, Portngal, Rumania, Spain, Switzerland, United Kingdom — *Observers:* All other member States of the Berne Union; Unesco; International non-governmental Organizations concerned

September 16 to 18, 1970 (Geneva) — Paris Union Committee for International Cooperation in Information Retrieval Among Patent Offices (ICIREPAT) — Plenary Committee (2nd Session)

Septemher 21 to 29, 1970 (Geneva) — Administrative Bodies of WIPO and of the Paris, Berne, Nice and Lisbon Unions

Object: Constitution of the new organs on the basis of the entry into force of some of the Stockholm (1967) texts; elections; budget and program; other administrative questions — *Invitations:* Member States of WIPO and the Paris, Berne, Nice and Lisbon Unions — *Observers:* To be announced later

October 5 to 9, 1970 (Madrid) — Joint ad hoc Committee on the International Classification of Patents — (4th Session)

Object: Snpervision and coordination of the activities of the Working Groups — *Invitations:* Czechoslovakia, France, Germany (Fed. Rep.), Japan, Netherlands, Soviet Union, Spain, Switzerland, United Kingdom, United States of America — *Observer:* International Patent Institute — *Note:* Meeting convened jointly with the Council of Europe.

October 12 to 14, 1970 (Geneva) — ICIREPAT — Technical Committee I (Retrieval Systems, Design and Testing) (4th Session)

October 14 to 16, 1970 (Geneva) — ICIREPAT — Technical Committee VI (Systems Implementation) (4th Session)

October 15 and 16, 1970 (Geneva) — ICIREPAT — Advisory Board for Cooperative Systems (ABCS) (I3th Session)

October 19 and 20, 1970 (Geneva) — ICIREPAT — Technical Committee II (Technical Fields: Forward Planning) (4th Session)

October 21 to 23, 1970 (Geneva) — ICIREPAT — Technical Committee III (Advanced Computer Techniques) (3rd Session)

Octoher 26 to 28, 1970 (Geneva) — ICIREPAT — Technical Committee V (Patent Format and Printing) (4th Session)

October 29 and 30, 1970 (Geneva) — ICIREPAT — Technical Committee IV (Microform) (4th Session)

November 23 to 27, 1970 (Geneva) — Joint ad hoc Committee on the International Classification of Patents — Working Group V (3rd Session)

Object: Supervision of the uniform application of the Classification — *Invitations:* Germany (Fed. Rep.), Netherlands, Soviet Union, United Kingdom, United States of America — *Note:* Meeting convened jointly with the Council of Europe

Decemher 7 and 8, 1970 (Geneva) — ICIREPAT — Technical Coordination Committee (5th Session)

December 14 to 18, 1970 (The Hague) — Joint ad hoc Committee on the International Classification of Patents — Temporary Working Group VI

Object: Harmonization of French and English texts — *Note:* Meeting convened jointly with the Council of Europe

February 22 to 26, 1971 (Geneva) — Committee of Experts for an Agreement on the Protection of Type Faces

March 15 to 24, 1971 (Strashourg) — Diplomatic Conference for the Adoption of the Agreement Concerning the International Patent Classification

Note: Conference convened jointly with the Council of Europe

Meetings of Other International Organizations Concerned with Intellectual Property

Septemher 2 to 11, 1970 (Paris) — United Nations Educational, Scientific and Cultural Organization (Unesco) — Intergovernmental Copyright Committee — Extraordinary Session

September 21 to 25, 1970 (Amsterdam) — International Federation of Actors (IFA) — 8th Congress

Octoher 18 to 23, 1970 (Madrid) — International Association for the Protection of Industrial Property (IAPIP) — Executive Committee

Luxembourg — Intergovernmental Conference for the Setting Up of a European System for the Grant of Patents:

September 1 to 5, 1970 — Working Party II (2nd Meeting)
September 8 to 11, 1970 — Working Party I (5th Meeting)
Septemher 15 to 18, 1970 — Working Party I — "Implementing Regulations" Subcommittee (2nd Meeting)
October 6 to 8, 1970 — Working Party II (3rd Meeting)
Octoher 13 to 15, 1970 — Working Party IV (3rd Meeting)
October 20 to 23, 1970 — Working Party I — "Implementing Regulations" Subcommittee (3rd Meeting)
November 24 to 27, 1970 — Working Party I — "Implementing Regulations" Subcommittee (4th Meeting)
Decemher 1 to 4, 1970 — Working Party I (6th Meeting)