Copyright

Review of the
WORLD INTELLECTUAL PROPERTY
ORGANIZATION (WIPO)

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Contents

BERNE UNION

MONACO

Ratification of the Paris Act (1971) of the Berne Convention

The Director General of the World Intellectual Property Organization (WIPO) has notified the Governments of member countries of the Berne Union that the Government of the Principality of Monaco deposited on August 5, 1974, its instrument of ratification of the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, as revised at Paris on July 24, 1971.

Pursuant to the provisions of Article 28(2)*(c)* and (3), the Paris Act (1971) of the Convention will enter into force, with respect to the Principality of Monaco, three months after the date of this notification, that is, on November 23, 1974.

Berne Notification No. 56, of August 23, 1974.

NATIONAL LEGISLATION

SENEGAL

Law on the Protection of Copyright

(No. 73-52, of December 4, 1973) *

CHAPTER I

Subject, Scope and Beneficiaries of Copyright

Article 1. — The author of an original intellectual (literary, scientific or artistic) work shall, by the mere fact of its creation, enjoy an exclusive incorporeal property right in the work which shall be effective against all persons.

The following in particular shall be considered intellectual works within the meaning of this Law:

(i) books, pamphlets and other literary, scientific or statistical writings;

(ii) lectures, addresses, sermons, pleadings in court and other works of the same nature;

(iii) works created for the stage or for broadcasting (sound or visual), including both dramatic and dramatico-musical works and choreographic and mimed works the acting form of which is fixed in writing or otherwise;

(iv) musical compositions with or without words;

(v) pictorial works and works of drawing, lithographs, etchings, wood engravings and other works of the same nature;

(vi) sculptures, bas-relief and mosaics of all kinds;

(vii) architectural works, including both plans and models and the building itself;

(viii) tapestries and objects created by artistic professions and by the applied arts, including both drawings and models and the works themselves;

(ix) maps, illustrations and drawings and graphic and plastic reproductions of a scientific or artistic nature;

(x) cinematographic works, to which are assimilated, for the purposes of this Law, works expressed by a process analogous to cinematography;

(xi) photographic works of artistic or documentary character, to which are assimilated, for the purposes of this Law, works expressed by a process analogous to photography;

(xii) derivative works such as translations, arrangements or adaptations of the above works;

(xiii) folklore and works derived from folklore, subject to special provisions which shall be established by a special law on the protection of the national heritage.

Article 2. — The title of a work shall enjoy the same protection as the work itself in so far as it is original in character. Even if the work is no longer protected, this title may not be used to distinguish a work of the same kind if such use is liable to create confusion.

Article 3. — Copyright includes attributes of an intellectual and moral nature and attributes of an economic nature.

(a) Moral Rights

Moral rights shall consist of the author's right:

to decide on the disclosure of his work;

to respect for his name, his authorship and his work.

The name of the author must be indicated, to the extent and in the manner compatible with fair practice, on every copy of the work and every time the work is made accessible to the public.

The work must not undergo any modification without the consent of its author, given in writing. It must not be made accessible to the public in a form or under circumstances which might prejudice his honor or reputation.

The rights conferred on the author by virtue of the foregoing paragraphs shall be perpetual, inalienable and imprescriptible.

(b) Economic Rights

The author shall have the exclusive right to exploit his work in any form and to derive monetary benefit from such exploitation.

In particular, he has the exclusive right to accomplish or authorize any one of the following acts:

(1) reproduction of the work in any material form, including the form of cinematograph films and sound recordings, by any processes which enable it to be communicated to the public in an indirect way;

(2) performance or recitation of the work in public by any means or process, including sound or visual broadcasting;

(3) communication of the broadcast work to the public by wire, loudspeaker or any other process or means of transmitting sounds or images;

(4) translation, adaptation, arrangement or any alteration of the work.

* Published in the *Journal officiel de la République du Sénégal*, of December 29, 1973 (No. 4333). — WIPO translation.

For the purposes of this Article, " work " means the work both in its original form and in any form derived from the original.

The accomplishment of one of these acts hy a third party may only occur with the express written authorization of the author. Any reproduction or performance, partial or complete, made without the consent of the author or of his successors in title or assignees shall be unlawful.

The same shall apply to translation, adaptation, arrangement and alteration.

Article 4. — The author of a work is the person who has created it. The work shall be considered created, independently of any puhlic disclosure, hy the mere fact of the author's conception being realized, even incompletely.

Authorship shall belong, in the ahsence of proof to the contrary, to the person or persons under whose name or names the work is disclosed.

Subject to the provisions of Article 22 below, original copyright, even in a work produced under an employment contract or a contract to make a work, shall belong to the author of the work.

However,

(a) where the work is produced by administrative officers within the limits of their duties, the pecuniary rights deriving from the disclosure of that work may he distributed according to the specific rules of the administrative department in which they are employed;

(b) the pecuniary rights deriving from the disclosure of the works of pupils or trainees of a school or artistic establishment may he distrihuted according to the specific rules of the school or estahlishment.

Article 5. — " Original work " means a work which, by its characteristic elements and its form, or by its form alone, enahles its author to be identified.

" Derivative work " means a work based on pre-existing elements.

" Work of joint authorship " means a work the creation of which is the result of contributions on the part of two or more authors, irrespective of whether it constitutes an indivisible whole or is composed of parts having independent creative character.

" Composite work " means a new work in which a pre-existing work is incorporated without the collaboration of the author of the latter.

" Collective work " means a work created on the initiative of a natural person or legal entity who or which discloses it under his or its direction and name, where the personal contrihutions of the various authors who participated in its creation are merged in the whole for which they were made, so that it is impossible to attribute to each author a separate right in the whole work once completed.

" Posthumous work " means a work made accessible to the public after the death of its author.

Article 6. — A work of joint authorship shall helong jointly to the co-authors. The co-authors shall exercise their rights by common consent, failing which the court shall decide. When the contribution of each co-author is of a different kind, each may, in the ahsence of an agreement to the contrary, exploit his personal contribution separately, without, however, prejudicing the exploitation of the joint work.

A composite work shall belong to the author who created it, without prejudice to the rights of the author of the pre-existing work.

A collective work shall belong to the natural person or legal entity who or which initiated its creation and disclosed it.

Article 7. — The authors of pseudonymous and anonymous works shall enjoy in such works the rights recognized by Article 3.

They shall he represented, in the exercise of these rights, by the original puhlisher until such time as they declare their identity and prove their authorship.

The declaration provided for in the foregoing paragraph may be made hy will, provided, however, that rights that may have been acquired previously by third parties shall he preserved.

The provisions of the second and third paragraphs above shall not he applicahle when the pseudonym adopted by the author leaves no doubt as to his identity.

Article 8. — The authors of translations, adaptations, alterations or arrangements of intellectual works shall enjoy the protection provided by this Law, without prejudice to the rights of the author of the original work as defined in Article 3 above.

The same shall apply to authors of anthologies or collections of various works which, by reason of the selection and arrangement of their contents, constitute intellectual creations.

Article 9. — Folklore shall helong originally to the national cultural heritage.

For the purposes of this Law:

(1) " folklore " means all literary and artistic works created by authors presumed to he of Senegalese nationality, passed from generation to generation and constituting one of the hasic elements of the Senegalese traditional cultural heritage;

(2) " work inspired hy folklore " means any work composed exclusively of elements horrowed from the Senegalese traditional cultural heritage.

Puhlic performance and direct or indirect fixation of folklore with a view to exploitation for profit-making purposes shall he suhject to prior authorization by the *Bureau sénégalais du droit d'auteur (BSDA)* (Copyright Office of Senegal), against payment of a royalty, the amount of which shall he determined according to the conditions customary for each of the categories of creation considered.

The royalties payahle for the collecting of a work of folklore shall he distributed as follows:

(1) *Collecting without arrangement or personal contribution:*
50 % to the person who did the collecting;

50 % to the *Bureau sénégalais du droit d'auteur (BSDA).*

(2) *Collecting with arrangement or adaptation:*
75 % to the author;
25 % to the *Bureau sénégalais du droit d'auteur (BSDA).*

The proceeds from royalties shall be managed by the *Bureau sénégalais du droit d'auteur (BSDA)* and used for cultural and welfare purposes for the benefit of authors.

CHAPTER II

Limitations on Copyright

Article 10. — When the work has been lawfully made available to the public, the author may not prohibit:

(1) communications such as performance and broadcasting:
(a) if they are private, made exclusively within a family circle and do not generate receipts of any kind;
(b) if they are made free of charge for strictly educational or school uses, or in the course of a religious service in premises reserved for the purpose;

(2) reproductions, translations and adaptations intended for strictly personal and private use;

(3) parodies, pastiches and caricatures, with due consideration for the rules governing this type of work.

Article 11. — Subject to the mention of the title of the work and the name of the author, it shall be lawful to make analyses of and short quotations from a work which has already been lawfully made available to the public, provided that this is compatible with fair practice and justified by the scientific, critical, polemic, educational or informatory purpose, including quotations from newspaper articles and periodicals in tbe form of press summaries.

Such quotations and analyses may be used in the original version or in translation.

Article 12. — Subject to the mention of the name of the author and of the source, and provided that the right of reproduction is not expressly reserved, the following may be reproduced by the press or broadcast for the purposes of information:

articles on current political, social and economic topics, in the original version or in translation;

speeches intended for the public, made in political, judicial, administrative or religious gatherings, as well as in public meetings of a political nature and official ceremonies.

Article 13. — In reporting current events by means of photography, cinematography or sound or visual broadcasting, it shall be lawful, to the extent justified by the informatory purpose, to record, reproduce and communicate to the public literary, scientific or artistic works which may be seen or heard in the course of the said event.

Article 14. — It shall be lawful to reproduce, for the purposes of cinematography, television and communication to the public, works of figurative art and of architecture permanently located in a place where they can be viewed by the public or are included in the film or in the broadcast only by way of background or as incidental to the essential matters represented.

CHAPTER III

Transfer of Copyright

Article 15. — With the exception of the right to modify the work, copyright as defined in Article 3 shall be transferable by succession. The exercise of moral rights shall belong jointly to the successors and to the *Bureau sénégalais du droit d'auteur (BSDA).*

The right to disclose works posthumously shall be exercised during their lifetime by the executor or executors designated by the author. If there are none, or after their death, and unless the author has willed otherwise, this right shall be exercised in the following order: by the descendants, by the spouse against whom there exists no final judgment of separation or who has not remarried, by the heirs other than descendants who inherit all or part of the estate, and by the universal legatees or donees of the totality of the future assets.

This right may be exercised even after the expiration of the exclusive right of exploitation provided for in Article 40.

In cases of manifest abuse in the exercise or non-exercise of the right of disclosure on the part of the deceased author's representatives, referred to in the second paragraph of this Article, the civil court may order any appropriate measure. The same shall apply if there is a conflict between the said representatives, if there is no known successor in title or no heir.

Such matters may be referred to the court, in particular, by the Minister in charge of Cultural Affairs.

Authors' economic rights which have escheated shall accrue to the *Bureau sénégalais du droit d'auteur (BSDA),* and the proceeds of royalties resulting therefrom shall be used for cultural and welfare purposes, without prejudice to any rights of creditors and to the execution of such assignment contracts as may have been entered into by the author or his successors in title.

Article 16. — Total or partial assignment of any one of the rights specified in Article 3 above shall not imply assignment of any other of the said rights.

When a contract entails total assignment of one right, the effects of that assignment shall be limited to the methods of exploitation provided for in the contract.

Article 17. — Transfer of ownership of the sole copy or of one or more copies of a work shall not imply transfer of the copyright in the work.

Where manifest abuse by the copyright owner prevents the exercise of the right of disclosure, the civil court may order any appropriate measure in accordance with the provisions of Article 15.

Article 18. — A clause in an assignment contract which confers the right to exploit the work in a manner which was unforeseen or unforeseeable at the time the contract was entered into shall be express and shall specify a proportionate share in the profits from the exploitation.

Article 19. — Authors of graphic and plastic works shall bave, notwithstanding any transfer of the original work, an inalienable right to share in the proceeds from any sale of the work by auction or through a dealer.

After the author's death, this *droit de suite* shall subsist to the benefit of his heirs during the term of protection provided for in Article 40.

The right shall be constituted by a levy, in favor of the author or his heirs, of 5 percent of the proceeds from the sale.

Article 20. — Total transfer of future works shall be void. It shall be lawful, however, to conclude a contract commissioning graphic or plastic works which confers temporary exclusive rights of a duration not exceeding five years and respects the author's independence and freedom of expression.

Article 21. — Unless otherwise provided, authorization to broadcast the work covers all gratuitous communications made by its own means and on its own responsibility by the *Office de Radiodiffusion Télévision du Sénégal.*

In accordance with Article 3*(b)*, under (2), this authorization shall not extend to the communication of broadcasts in places open to the public, or to any transmissions by wire or wireless made by third parties.

Article 22. — Performance, reproduction, adaptation and translation rights may be assigned gratuitously or for a consideration. Assignment by the author of the rights in his work may be total or partial. It must confer on the author a proportionate share in the proceeds from the sale or exploitation of the work.

However, the remuneration of the author may be a lump-sum payment in cases where:

(1) a basis for calculating a proportionate participation cannot be practically determined;

(2) the cost of controlling would be out of proportion to the results expected;

(3) the use of the work is of an accessory character only in relation to the object exploited.

Notwithstanding the assignment of his right of exploitation, the author shall enjoy, even after the publication of the work, the right to disavow or withdraw in relation to the assignee. He may only exercise this right, however, on condition that he indemnifies the assignee beforehand for any loss that this disavowal or withdrawal may cause him.

When the author decides to have his work published after having exercised the right to disavow or withdraw, he shall be bound to offer his exploitation rights first to the assignee he originally chose, under the conditions originally specified.

CHAPTER IV

Cinematographic and Broadcast Works

Article 23. — A cinematographic work shall be the property of the natural person or legal entity on whose initiative the work is produced and on whose responsability it is exploited.

This person, called the maker, shall be deemed to be invested with the copyright in the work.

Before undertaking the making of the cinematographic work, the maker shall be bound to enter into contracts with all those whose works are to be used for the production of his film.

These contracts, with the exception of those concluded with the authors of the musical compositions, with or without words, shall, in the absence of a clause to the contrary, constitute assignment to him of tbe exclusive right of cinematographic exploitation; they shall be made in writing.

Article 24. — Before undertaking the making of the cinematographic work, the maker shall also be bound to enter into contracts with the intellectual creators of the cinematographic work, and in particular:

(1) the author of the script;

(2) the author of the adaptation;

(3) the author of the musical compositions, with or without words, composed specially for the work;

(4) the director;

(5) tbe author of the dialogue.

In the absence of a clause to the contrary, these contracts shall constitute assignment to him of the exclusive right of cinematographic exploitation; they shall be made in writing.

Article 25. — The director of a cinematographic work is the natural person who assumes the direction of, and the artistic responsibility for, the transformation into pictures and sound and the cutting of the cinematographic work, as well as the final editing.

The cinematographic work shall be considered completed as soon as the first master print has been established by common consent between the director and the maker.

Article 26. — If one of the intellectual creators of the cinematographic work refuses to complete his contribution to the work, or is unable to complete it owing to circumstances beyond his control, he may not object to the use of the part of his contribution already in existence for the purpose of the completion of the work.

In the absence of an agreement to the contrary, the intellectual creators of a cinematographic work may dispose freely of their personal contributions with a view to their exploitation in a different *genre*, provided that this does not prejudice the exploitation of the work to which tbey have contributed.

Article 27. — Authorship of a radio or television work shall belong to the natural person or persons who bring about the intellectual creation of the work. The provisions of Article 26 shall be applicable also to radio or television works.

CHAPTER V

Author's Contracts

Article 28. — Contracts under which the author or his successors in title authorize the performance or publication of his works must be evidenced in writing, under penalty of nullity. The same shall apply to authorizations for gratuitous performances.

Such contracts must specify the method or exploitation and the mode of remuneration, which shall be determined by the author or his successors in title. They shall be governed by the Code of Civil and Commercial Obligations.

The transfer of copyrights shall be subject to the condition that each of the rights assigned be mentioned separately in the instrument of assignment, and that the field of exploitation of the rights assigned be defined with respect to scope, purpose, place and duration.

When special circumstances so require, the contract may be validly concluded by exchange of telegrams, on condition that the field of exploitation of the rights assigned is defined in the manner provided for in the third paragraph of this Article.

(a) Publishing Contract

Article 29. — The publishing contract is the contract under which the author or his successors in title assign to the publisher, under specified conditions, the right to manufacture or have manufactured in quantity graphic, mechanical or other copies of the work, on condition that he ensures publication and dissemination thereof.

The form and mode of expression, the conditions for the making of the publication and the termination clauses shall be specified in the contract.

Article 30. — The publishing contract must indicate the minimum number of copies constituting the first printing. However, this obligation shall not apply to contracts providing for a minimum of royalties guaranteed by the publisher.

It must provide for remuneration proportionate to the proceeds from exploitation, except in the cases of lump-sum payment provided for in Article 22 of this Law.

Article 31. — The publisher shall not transfer the benefits of a publishing contract to a third party, either gratuitously or for a consideration, or as a contribution to the assets of a partnership, independently of the transfer of his business, without first having obtained the authorization of the author.

Where, in the event of disposal of the business, the material or moral interests of the author are likely to be seriously prejudiced, he shall be entitled to obtain reparation, even by means of termination of the contract.

Where the publishing business was carried on as a partnership or was in joint ownership, allocation of the business to one of the former partners or one of the joint owners, as a result of dissolution or division of the business, shall in no case be considered an assignment.

In the case of a contract of specified duration, the rights of the assignee shall lapse automatically on expiration of the respective term, without the need for any formal notice.

However, for three years after the expiration of this term, the publisher may undertake the disposal at the normal price of the copies remaining in stock, unless the author prefers to purchase these copies at a price which, in the absence of an amicable agreement, shall be fixed by expert opinion, provided that this right conferred on the first publisher shall not prevent the author from having a new edition made within a period of thirty months.

Article 32. — The publisher shall be required to provide the author with all the documentary evidence necessary for establishing the accuracy of his accounts.

In the absence of special conditions provided for in the contract, the author may require that the publisher produce, at least once a year, a statement of the number of copies manufactured in the course of the period under consideration, with details of the date and volume of the printings, the number of copies in stock, the number of copies sold by the publisher, the number of unused copies or copies destroyed by accident or *force majeure*, the amount of royalties due and the amount of any royalties paid to the author.

Any contrary clause shall be considered non-existent.

Neither the bankruptcy of the publisher nor a settlement approved by the court shall terminate the contract.

The receiver may not remainder the copies manufactured or sell them out until at least fifteen days have elapsed since he advised the author of his intention by registered letter with acknowledgement of receipt.

The author shall have a right of preemption on all or some of the copies. In the absence of an agreement, the purchase price shall be determined by expert opinion.

Article 33. — The publishing contract shall end, regardless of the cases provided for in the general rules of law or in the foregoing articles, when the publisher destroys all the copies.

Termination shall take place automatically when, after having received a formal notice from the author fixing a suitable period, the publisher has not published the work or, if it is out of print, has not republished it.

The edition shall be considered out of print if two orders for the delivery of copies addressed to the publisher have not been met within three months.

In the event of the author's death, if the work is incomplete, the contract shall be terminated in respect of the unfinished part of the work, in the absence of an agreement between the publisher and the author's successors in title.

Article 34. — The author shall, within the period provided for in the contract, deliver the work to be published to the publisher in a form which permits manufacture. In the absence of an agreement to the contrary, or if technical difficulties render compliance impossible, the work to be published, supplied by the author, shall remain his property. The publisher shall be responsible for it during a period of one year after the completion of manufacture.

Article 35. — A contract for publication at the author's expense *(à compte d'auteur)* does not constitute a publishing contract within the meaning of Article 29.

Under such a contract, the author or his successors in title remit an agreed sum to the publisher, on condition that the latter manufacture copies of the work in quantity, in the form and according to the modes of expression specified in the contract, and ensure its publication and dissemination.

Such a contract constitutes a business contract, governed by agreement, usage and the Code of Civil and Commercial Obligations.

Article 36. — A " shares " contract *(de compte à demi)* does not constitute a publishing contract within the meaning of Article 29.

Under such a contract, the author or his successors in title commission a publisher to manufacture, at his expense and in quantity, copies of the work in the form and according to the modes of expression specified in the contract, and to ensure their publication and dissemination, subject to a reciprocally contracted agreement to share the profits and losses of exploitation in the proportion specified.

Such a contract constitutes a joint undertaking.

(b) Performance Contract

Article 37. — A performance contract is a contract under which the author of an intellectual work and his successors in title authorize a natural person or legal entity to perform the work under conditions determined by them.

A contract under which a professional body of authors confers on an entertainment manager the right to perform, for the duration of the contract, the existing or future works constituting the repertoire of the body under conditions determined by the author or his successors in title shall be described as a general performance contract. In the case provided for in the foregoing paragraph, an exception may be made to the provisions of Article 20.

Article 38. — The performance contract shall be concluded for a limited period or for a specified number of communications to the public.

Unless exclusive rights are expressly stipulated, it shall not confer any monopoly of exploitation on the entertainment manager.

The entertainment manager may not transfer the benefits of his contract without the formal and written consent of the author or of his representative.

The validity of the exclusive rights granted by a playwright may not exceed five years; interruption of performances for two consecutive years shall automatically terminate these rights.

Article 39. — The entertainment manager shall be required:

(1) to inform the author or his representatives of the exact program of public performances;
(2) to provide them with a documented statement of his receipts;
(3) to pay them the amount of royalties provided for;
(4) to ensure that the public performance takes place under technical conditions which guarantee the author's intellectual and moral rights.

CHAPTER VI

Term of Protection

Article 40. — Copyright shall subsist during the lifetime of the author and fifty calendar years from the end of the year of his death.

In the case of works of joint authorship, the only date taken into consideration for the calculation of this term shall be that of the death of the last surviving co-author.

Article 41. — The term of copyright shall be:

(a) fifty calendar years from the end of the year in which the work was lawfully made accessible to the public in the case of:

(1) anonymous or pseudonymous works, except where the identity of the author is made known before the expiration of the period provided for in this Article, in which case the period provided for in Article 40 shall be applicable;
(2) cinematographic works;
(3) posthumous works;
(4) collective works.

In the case of the publication by instalments of a collective work, the period shall run from the first of January of the calendar year following the publication of each instalment. However, if publication is completed within twenty years of the publication of the first instalment, the term of exclusive rights in the whole work shall not end until the expiration of the fiftieth year following that of the publication of the last instalment;

(b) twenty-five calendar years from the end of the year of the author's death in the case of works of photography or applied art.

Article 42. — The economic rights of the author shall include a general preferential claim on the assets of the debtor. This claim shall be exercisable also after bankruptcy and a settlement by the court. It shall be exercised immediately after the claim guaranteeing the wages of employees.

Article 43. — On expiration of the terms of protection referred to in Articles 40 and 41, during which a recognized exclusive right belongs to authors, their heirs or successors in title, the author's works shall fall into the public domain.

The performance of works in the public domain is subject to:

respect of moral rights;
a prior declaration;
payment of a fee, the proceeds from which are paid to the *Bureau sénégalais du droit d'auteur (BSDA)* and used for cultural and welfare purposes for the benefit of authors.

The right of performance of works in the public domain shall be administered by the *Bureau sénégalais du droit d'auteur (BSDA).* The rate of the fee shall be fixed by the Minister in charge of Cultural Affairs, and may not exceed 50 percent of the rate of royalties collected during the term of protection.

CHAPTER VII

Procedure and Sanctions

Article 44. — The *Bureau sénégalais du droit d'auteur (BSDA)* may be party to legal proceedings for the defense of the interests entrusted to it, including all disputes relating directly or indirectly to the reproduction or the communication to the public of works benefiting from the provisions of this Law.

Article 45. — Any person who exploits a work of folklore or the right of performance of a work in the public domain and who fails to make a prior declaration of such exploitation to the *Bureau sénégalais du droit d'auteur (BSDA)* shall be liable to a fine amounting to twice the amount of the royalties normally payable, and not less than 5,000 francs.

Article 46. — Importation into the territory of the Republic of Senegal of any reproduction of a work made in violation of the provisions of this Law is prohibited and shall constitute the offense of infringement.

Article 47. — At the request of any author of a work protected by this Law, his successors in title or the *Bureau sénégalais du droit d'auteur (BSDA)*, the examining magistrate taking cognizance of the infringement or the President of the Court in all cases, including when the copyright is in imminent danger of violation, shall be entitled, on provision of security where appropriate, to order the seizure in any place, even at hours other than those specified in Article 831 of the Code of Civil Procedure, of copies manufactured or in the course of manufacture of an unlawfully reproduced work, of unlawfully used copies, and of receipts from the unlawful reproduction, performance or dissemination of a protected work. He may also order the suspension of any manufacture or public performance, in progress or announced, which constitutes an infringement or an act preparatory to infringement.

The provisions of this Article shall be applicable in the case of irregular exploitation of folklore or of the right of performance of a work in the public domain.

Article 48. — When the proceeds from exploitation which are due to the author of an intellectual work have been the subject of a seizure, the President of the Court may order payment to the author, as an allowance for maintenance, of a certain sum or a specified proportion of the amounts seized.

Article 49. — The measures ordered by the examining magistrate under Article 47 shall be ended automatically in the event of a non-suit or *nolle prosequi* order.

They may be ended at any time by the examining magistrate or by the criminal court subject, if appropriate, to the provision of security or the designation of an administrator-receiver responsible for the resumption of the manufacture or the public performances and for holding the proceeds from the exploitation of the work on behalf of the person entitled thereto.

The measures ordered by the President of the Court shall be ended automatically on the thirtieth day following the decision where the plaintiff has failed to refer the matter to the competent civil court, unless criminal proceedings are in progress; they may also be ended at any time by the President of the Court in a summary proceeding, or by the civil court hearing the main issue, as appropriate, under the conditions prescribed by the second paragraph of this Article.

Article 50. — Material proof of infringements of the provisions on the protection of copyright may derive either from the reports of officers or agents of the judicial police, or from statements by sworn agents of the *Bureau sénégalais du droit d'auteur (BSDA).*

Article 51. — In the case of infringement of the provisions of Article 19, the assignee and the competent officers may be pronounced jointly liable to damages in favor of the beneficiaries of the *droit de suite.*

CHAPTER VIII

Application of this Law

Article 52. — The provisions of this Law shall apply to current contracts, the execution of which shall continue until the time provided for when the agreement was made.

Article 53. — This Law shall apply:

(a) to the works of Senegalese nationals;

(b) to the works of foreign nationals which are published for the first time in Senegal;

(c) to works of architecture erected on the territory of Senegal, and to any artistic work incorporated in a building located on the said territory.

Works which do not fall into one of the categories referred to above shall only enjoy the protection provided by this Law on condition that the country of which the original copyright owner is a national or resident grants equivalent protection to the works of Senegalese nationals. However, no derogatory action may be undertaken with respect to the integrity or the authorship of such works. The royalties shall be paid to the *Bureau sénégalais du droit d'auteur (BSDA).*

The countries for which the reciprocity condition provided for in the second paragraph of this Article is deemed to be fulfilled shall be decided upon jointly by the Minister in charge of Cultural Affairs and the Minister for Foreign Affairs.

Article 54. — All contrary provisions are repealed, and in particular Law No. 57-298 of March 11, 1957, on Literary and Artistic Property.

CORRESPONDENCE

Letter from Senegal

Law on the Protection of Copyright

N'Déné N'DIAYE *

A year after the creation of the Copyright Office of Senegal [1], the Copyright Law was voted recently by the National Assembly to complete the structure of cultural promotion in Senegal.

In order to understand the Law's economy of substance, reference should be made to the Constitution, to the laws and regulations which Senegal has given itself and to the international conventions to which it has freely acceded.

Article 12 of the Constitution provides that the right of property is fundamental and may not be encroached upon except when this is necessary in the public interest and when such necessity has been declared by law, subject to fair compensation in advance. And Article 56 provides that " the law shall determine the fundamental principles of property ".

Moreover, the French legislator, by a Decree dated December 9, 1857, made applicable to Senegal the laws and regulations relating to literary and artistic property, while the Law of March 11, 1957, which replaced the above-mentioned Decree, came into effect on April 9, 1958.

On its accession to independence in 1960, Senegal retained the Law of March 11, 1957, and six years later, in 1966, published a Penal Code which includes the following provisions:

Article 397. — Any publication of writings, musical compositions, films, drawings, paintings or any other printed, recorded or engraved production, whether in full or in part, which is effected in contravention of the laws and regulations relating to the property of authors, shall he an infringement; and any infringement shall he an offense.

The infringement on the Senegalese territory of works published in Senegal or ahroad shall he punished hy a fine of not less than 50,000 and not more than 300,000 francs.

The sale, importation and exportation of infringing works shall he punished hy the same sanctions.

Article 398. — Any reproduction, performance or disseminatiou, hy any means, of an intellectual work in a way which is contrary to the author's rights as defined and regulated hy the Law shall also constitute the offense of infringement.

Article 399. — A penalty of three months' to two years' imprisonment and a fine of not less than 50,000 and not more than 500,000 francs shall he inflicted if it is estahlished that the guilty party has committed regularly the acts referred to in the two preceding Articles.

In the case of recidivism after pronouncement of the sentence in accordance with the foregoing paragraph, the temporary or permanent closure of the estahlishments ordinarily operated hy the infringer and his accomplices may he ordered.

Where such closure has been ordered, the staff shall receive compensation equal to their salary, increased hy all henefits in kind, for the duration of the closure up to a maximum of six months.

If collective or individual agreements provide for a higher amount of compensation after dismissal, that higher amount shall he payahle.

Any infringement of the two foregoing paragraphs shall he punished hy one to six months' imprisonment and a fine of not less than 25,000 and not more than 100,000 francs.

In the case of recidivism, the penalties shall he douhled.

Article 400. — In all cases provided for in Articles 397, 398 and 399, the guilty parties shall he further condemned to the confiscation of sums equal to the amount of the portions of receipts attrihutahle to the unlawful reproduction, performance or disseminatiou, and to the confiscation of any equipment specially installed for the purpose of thc unlawful reproduction and all infringing copies and ohjects.

At the request of the plaintiff the court may order puhlication of the sentence, either in full or in the form of excerpts, in newspapers which it shall designate, and the placarding of the said sentence in places which it shall indicate, in particular on the doors of the domicile and all estahlishments and entertainment premises of the condemned parties, at the expense of the latter, provided that the cost of such puhlication does not exceed the maximum of the fine incurred.

Where placarding is ordered, the court shall fix the dimensions of the placard and the typographical characters to he used in printing it.

The court shall fix the time during which the placarding order shall remain effective, provided that such time does not exceed fifteen days.

Removal, concealment or defacement of the placards, whether total or partial, shall he punished hy a fine not exceeding 50,000 francs. In the case of recidivism, the provisions of the sentence relating to placarding may he implemented fully for a second time, at the expense of the condemned party.

Article 401. — In the cases provided for in Articles 399 and 400, the eqnipment or the infringing copies, and the receipts or portions of receipts which have heen confiscated shall be handed over to the author or his successors in title as compensation proportionate to the prejudice suffered hy them; the surplus from confiscation of equipment, objects or receipts shall he settled in the ordinary way.

Being party to the Berne Convention, Senegal, which applies 33 percent of its budget to education and culture, could not, when devising a law on copyright, but remain true to itself, in other words continue to work on the promotion of culture.

It is true that Senegal is a " developing country ". Yet what can this expression possibly mean in the cultural field? In any event, the question of the relationship between the needs of development and those of the rights of the individual seems to have been resolved by the Senegalese legislator in a manner corresponding to the classical tradition of the most developed countries, and one which is favorable to the author.

* Director General of the Bureau sénégalais du droit d'auteur — BSDA (Copyright Office of Senegal).

[1] *Copyright*, 1973, p. 79.

This is illustrated by the provisions of the Penal Code quoted above, which were, in a manner of speaking, the forerunners of the new Law.

The Senegalese people proclaim respect for and unassailable guarantees of property (Article 12 of the Constitution) and place man " at the beginning and end of development ". Thus it is no great surprise that our Copyright Law should be inspired by humanitarian considerations.

As mentioned earlier, the Law of March 11, 1957, has already been incorporated in our positive law. Its repeal would have compelled the courts to revise the case law which had evolved under earlier legislation.

It is true that, when there are no legislative texts, the court may establish rules to meet requirements or because such rules are dictated by equity. Yet this encroachment by the law of the courtroom on the field of legislation is no longer possible when the legislator has intervened.

Therefore, the legislation has taken care to incorporate in the new Law all the earlier provisions which are not incompatible with the relevant political conceptions, and all those which are compatible with our laws and regulations currently in force.

* * *

We must now study the provisions of this Law. To do so we propose to follow the order in which the provisions are set out in the actual text of the Law.

The Law of March 11, 1957, is too well known for us to run the risk of repeating what international specialists have already said about it. Therefore, we shall confine ourselves to an analysis only of the main innovations incorporated in it.

Article 1. Article 1 of the Senegalese Law provides that copyright arises from the mere fact of creation.

Therefore, the author does not have to comply with any formality. This is an echo of the traditional French conception, which is opposed to the compulsory deposit. We would also draw attention to the fact that Article 1, like the 1957 Law, does not define the " intellectual work ", but gives a non-limitative list of protected works as a guide.

In the third item in the list, the legislator has retained the words " the acting form of which is fixed in writing or otherwise ".

It will be remembered that, at the Stockholm Conference, it was proposed that this requirement of the fixing of choreographic works and entertainments in dumb show in writing should be removed, whereupon others argued that the Brussels text of Article 2 should be maintained, justifying their view by the need to identify the author and thereby avoid any confusion between his protection and that afforded to the performer.

In the end, after having removed the condition that the choreographic work should be fixed in writing, the Stockholm legislators adopted the following provision:

> It shall ... be a matter for legislation in the countries of the Union to prescribe that works ... shall not be protected unless they have been fixed in some material form.

In our opinion, this provision has the advantage of avoiding confusion between the adapter and the mere performer. However, in view of the fact that no form of writing for choreography seems to exist which is recognized at the international level (the notes of a choreographer being of use to himself only), will it be possible, to paraphrase Public Prosecutor Goundiam, to find in instantaneous photography the means of fixing all the undulations and the variety of the ballet figures performed by our peoples with an expressiveness which only the emotions and the atmosphere of a passing moment can command?

The addition of the word " folklore " at the end of the list is certainly an important innovation which we shall examine in the context of Article 9.

Article 3. Since moral rights are predominant in our conception of copyright, the legislator had to deal with them first, before going on to economic rights.

It was mainly in the interests of clarity that the layout of Article 3 was adopted in preference to that used for the same provisions in the 1957 Law.

Article 4. Article 3 in conjunction with the first paragraph of Article 4 is a testimony to the humanitarian considerations underlying this Law.

These provisions are the keystone of the system for the protection of the author against profit-making exploitation. There would in fact be no need to have provisions governing the assignment of copyright if the assignee (publisher, art dealer, etc.) were able to evade the guarantees owed to the assignor (writer, painter, etc.) by taking him on as an employee.

This is why the Senegalese legislator states categorically that, even under an employment contract, or a contract to make a work, the original copyright belongs to the author.

The exception allowed by Article 23 is not, as we shall see on examining Chapter IV, a violation of this principle, which can indeed be described as sacrosanct.

Moreover, the last two paragraphs of Article 4, which give administrative bodies and art schools the possibility of sharing in the pecuniary rights, are easy to understand (although in fact these bodies have never availed themselves of the possibility) when one considers that moral rights are preserved, and that only a *possibility* is involved.

Articles 5 to 8. These Articles reproduce the provisions of the 1957 Law.

Article 9. As we mentioned earlier, the insertion of folklore in the list of works protected by the Senegalese Law is an important innovation: these provisions did not appear either in the Law of March 11, 1957, or in the Berne Convention (not even, expressly at least, in the Stockholm Act).

At the African Study Meeting on Copyright, held in Brazzaville in August 1963, it had been proposed, among other things, that an examination be made of the possibility of including special provisions to protect the interests of African countries with respect to their own folklore.

The BIRPI Study Group endorsed this view and pointed out that, even if the Berne Convention lacked special provisions on folklore, it did not place any obstacle in the way of

national legislation on the subject. It was not until the Stockholm Conference that the existence and the need for protection of folklore were recognized and appropriate provisions were made at the international level under the designation " anonymous works ".

Thus, in protecting folklore, the Senegalese Law deals with a concern which is unquestionahly worthy of interest. Jouhert's approval of this is reflected in his commentary on the Tunisian Copyright Law when he writes that " folklore is the product of intellectual creations whose parentage can certainly no longer be proved, yet it definitely bears the mark of the minds and original creation of early authors. By protecting folklore and attributing an economic value to it, are we not, by implication, justifying the protection of contemporary authors and the recognition of their products as economic assets? "

For evidence in support of this assertion, we have only to refer to the last paragraph of Article 9, which provides that: " The proceeds from royalties shall be managed hy the Copyright Office of Senegal (BSDA) and used for cultural and welfare purposes *for the benefit of authors.* "

Articles 10 to 14. These Articles deal with the limitations on copyright. They conform in all respects to the Berne Convention and do not call for any special comment.

Articles 15 to 22. These cover the transfer of copyright.

The principle of the freedom to enter into agreements is inherent in Senegalese civil law. It prevents legislative interference in contractual relations hetween citizens. If, therefore, the legislator intervenes to regulate certain contracts, that is because he considers the parties to be on an unequal footing.

We find the same provisions in the earlier Law, as they are compatible with our conception of copyright and with the provisions on succession and marriage in our Family Code.

Articles 23 to 27. These Articles deal with cinematographic and broadcast works.

In our analysis of Article 4, we mentioned that the exception provided for in Article 23 was not a violation of the principle according to which copyright belongs to the author himself, even under a contract to make a work or an employment contract.

After having defined the maker in its first paragraph, Article 23 provides in its second paragraph that the maker is " *deemed to be* invested with the copyright in the work ". This is not the same thing as the producer *being* invested with copyright. As the producer obviously does not appropriate all the exploitation rights, hut only the cinematographic rights, the legislator clearly wished to estahlish that this was only a *juris tantum* presumption (rehuttable presumption).

The problem of cinematography is particularly delicate, especially in developing countries. On the one hand, protection has to be afforded to the rights of authors, who are sometimes numerous and often belong to very different areas of activity, and, on the other hand, the makers have to be provided with guarantees, which are fully justified by the amount of capital invested. This is why the solution adopted by the Senegalese legislator is so carefully phrased.

Chapters IV and V, concerning authors' contracts, reproduce the provisions of the earlier Law.

In *Chapter VI*, we would draw attention to Article 43, which is another innovation. Always concerned with encouraging authors to contribute to a better promotion of culture, the legislator has made provision for a *domaine public payant*, on expiration of the period of 50 years after the author's death during which his heirs or successors in title enjoy exclusive rights.

Whereas the protection of folklore is perpetual, the exploitation of a work, other than a work of folklore, which has fallen into the public domain is free, on condition that the person using it pays a fee to the BSDA which may not be higher than half the royalty payahle during the period of protection.

Chapter VII covers procedure and sanctions. We mentioned at the heginning of this study that the Penal Code already contained certain provisions dealing with this subject. Articles 44 to 51 are a complement to those provisions: while Article 44 provides that the BSDA may be party to legal proceedings, Article 46 hroadens the conception of the offense of infringement.

The last Chapter, *Chapter VIII*, concerns the scope of the Law. Article 53 lays down the reciprocity principle. However, even where a work is used which does not enjoy protection under the Law, the user must respect the integrity and authorship of that work. The last sentence of Article 53 may be likened to the French Decree of July 8, 1964, on the works of countries regarded as not affording sufficient protection to French authors [2].

The list of countries for which the reciprocity condition is fulfilled will he drawn up jointly by the Minister for Foreign Affairs and the Minister in charge of Cultural Affairs. We expect it to be issued in the very near future.

The Senegalese Law is not perfect, of course, hut we helieve that it has never betrayed the spirit of the International Convention freely acceded to by Senegal.

Respect for international obligations is an indication of a country's awareness of the acts it accomplishes. Bearing this in mind, we feel entitled to say that Senegal, a country in which cultural considerations occupy a place of honor, knew what it was undertaking when, in 1962, it acceded to the Berne Convention by means of formal declarations of continued adherence.

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[2] Decree Conditioning Protection of Foreign Works on Reciprocal Protection (No. 64-689).

INTERNATIONAL ACTIVITIES

International Writers Guild (IWG)

(III[rd] World Congress, Monte Carlo, July 2 to 5, 1974)

The International Writers Guild held its III[rd] World Congress in Monte Carlo from July 2 to 5, 1974. The delegates of the national associations, members of this international non-governmental organization, which took part in the Congress, came from: Bulgaria, Canada, Denmark, Finland, France, Germany (Federal Republic of), Israel, Norway, Soviet Union, United States of America.

Invited in the capacity of observer, WIPO was represented by Mr. Mihailo Stojanović, Counsellor, Copyright Division. The Congress was also attended by an observer from Unesco as well as observers from the International Confederation of Societies of Authors and Composers (CISAC), the International Federation of Actors (FIA) and the International Publishers Association (IPA).

The opening meeting was held in the presence of H. E. Mr. Pierre Blanchy, President of the *Conseil de la Couronne*, representing H. S. H. Prince of Monaco. The meetings were presided over by Mr. Paul Vialar, President of IWG.

The agenda included several items concerning the activities of this organization and relating, *inter alia*, to the following questions: use of works for educational purposes, participation of authors in the proceeds and exploitation of films, the Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite, accession of the Soviet Union to the Universal Copyright Convention, situation of the author-employee, future and supplementary use of works (video cassettes, etc.), public lending right, reprography, as well as the collaboration with other international organizations.

At the close of its deliberations, the Congress adopted a number of resolutions, some of which are reproduced below.

The Congress also elected new officers. Mr. Jack Gray (Canada) was elected President and Mr. Alexis Kapler (Soviet Union) Vice-President. Mr. Roger Fernay (France) was re-elected Chairman of the new Standing Committee on Copyright.

Resolutions

Future and Supplementary Use

The Congress *directs* the Executive Committee to prepare a study on the future and supplementary use of a writer's work taking into account both the legal and practical aspects of this question and examining ways and means to ensure the proper protection of the writer's interests in his work at the national and international level;

and in the interim *asks* all member associations and individual members thereof to reserve all supplementary and future uses of the writer's work in both their individual contracts as well as their collective bargaining agreements.

Educational Use

The Congress,

Affirms the conviction of the IWG that the use of writer's work for educational purposes is merely another use thereof, that such use should be subject to full copyright protection and control, and he paid for at equitable rates;

Directs the Executive Committee to prepare a study of all aspects of this question, and to present this study and any recommendations it may have for action thereon to the next Congress of the IWG.

Reprography

The International Writers Guild,

Reaffirms its long estahlished principle that writers should have a continuing participation in all proceeds to he derived from their creative efforts including, specifically, proceeds derived from transmission of their works by means of cable, cassettes and all other means now known or hereafter devised.

In keeping with such resolution, the Guild *urges* all member associations to take such action, jointly and severally as is expedient to prevent the exploitation of the writer hy any reproduction processes which offer an unconscionahle means of duplicating an author's work without accompanying remuneration.

Public Lending Right — Public Use

The Congress,

Noting the rapidly developing interest in many countries in the concept of public lending right or proper payment to the writer for the mass public use of his work,

Directs the Executive Committee to prepare a detailed study of this concept, hoth in its legal and its practical aspects and to suggest to the next Congress a program for action in this field.

Satellites

The International Writers Guild,

Noting with satisfaction that the Convention Relating to the Distrihution of Programme-Carrying Signals Transmitted hy Satellite signed in Brussels on 21[st] May, 1974 does not contain any provision which might he construed as limiting or prejudicing the protection of writers,

Expresses its pleasure at this result and *reaffirms* that the emission into space of programme-carrying signals is without doubt a broadcast in the sense of Article 11[bis] of the Berne Convention.

Copyright Committee

The International Writers Guild,

Has *determined* to create a Standing Committee on Copyright in Paris with Mr. Roger Fernay as its Chairman.

Mr. Fernay will also be held responsible to the Executive Committee for representing the IWG in all relationships with other international organizations concerned with the problems of protecting the author's ownership of his literary property.

Universal Copyright Convention

NORWAY

Ratification of the Convention as revised at Paris in 1971

The Director-General of the United Nations Educational, Scientific and Cultural Organization (Unesco) informed the International Bureau of WIPO that the instrument of ratification by Norway of the Convention as revised at Paris on July 24, 1971, was deposited with that Organization on May 7, 1974.

In accordance with the provisions of its Article IX(2), the Convention entered into force, for Norway, three months after the deposit of the instrument of ratification.

CALENDAR

WIPO Meetings

September 24 to 30, 1974 (Geneva) — WIPO Coordination Committee and Executive Committees of the Paris and Berne Unions — Ordinary Sessions

September 30 to October 1, 1974 (Geneva) — Revision of the Hague Agreement concerning the International Deposit of Industrial Designs — Committee of Experts

September 30 to October 4, 1974 (Geneva) — International Patent Classification (IPC) — Working Group I of the Joint ad hoc Committee

October 2 to 4, 1974 (Geneva) — Scientific Discoveries — Working Group

October 7 to 11, 1974 (Moscow) — "Role of Patent Information in Research and Development" — Symposium
Participation open to all interested persons subject to a registration fee — *Note:* Meeting organized in cooperation with the State Committee for Inventions and Discoveries of the Council of Ministers of the USSR

October 16 and 17, 1974 (Vienna) — Meeting of INPADOC Users

October 21 to 25, 1974 (Geneva) — ICIREPAT — Technical Committee for Search Systems (TCSS)

October 28 to November 1, 1974 (Geneva) — ICIREPAT — Technical Committee for Standardization (TCST)

November 4 to 8, 1974 (Geneva) — International Protection of Appellations of Origin and Other Indications of Source — Committee of Experts

November 4 to 8, 1974 (Geneva) — International Patent Classification (IPC) — Working Group IV of the Joint ad hoc Committee

November 12 to 19, 1974 (Geneva) — PCT Interim Committees — Annual Sessions

November 18 to 22, 1974 (Geneva) — Licensing Seminar

November 25 to 29, 1974 (Geneva) — Revision of the Model Law on Inventions — Working Group (1st session)

December 2 to 6, 1974 (Yaoundé) — Francophone African Seminar on Industrial Property

December 9 to 13, 1974 (Geneva) — International Patent Classification (IPC) — Bureau of the Joint ad hoc Committee

December 16 to 18, 1974 (Geneva) — ICIREPAT — Technical Coordination Committee (TCC)

January 22 to 24, 1975 (Geneva) — Publication of Licensing Opportunities — Group of Consultants

January 27 to 30, 1975 (Geneva) — International Patent Classification — Classification of Search Files — Working Group

February 17 to 28, 1975 (Munich) — International Patent Classification (IPC) — Working Group II of the Joint ad hoc Committee

March 10 to 14, 1975 (Geneva) — Mechanization of Trademark Searches — Committee of Experts

March 17 to 21, 1975 (Geneva) — WIPO Permanent Legal-Technical Program for the Acquisition by Developing Countries of Technology Related to Industrial Property — Permanent Committee (2nd Session)

April 7 to 11, 1975 (Geneva) — International Classification of Goods and Services for the Purposes of the Registration of Marks — Temporary Working Group

April 7 to 11, 1975 (Geneva) — ICIREPAT — Technical Committee for Search Systems (TCSS)

April 14 to 18, 1975 (Geneva) — ICIREPAT — Technical Committee for Standardization (TCST)

April 14 to 25, 1975 (Rijswijk) — International Patent Classification (IPC) — Working Group III of the Joint ad hoc Committee

April 21 to 25, 1975 (Geneva) — Inventions relating to Microorganisms — Committee of Experts

May 5 to 9, 1975 (Geneva) — International Patent Classification (IPC) — Training Course

May 12 to 23, 1975 (Washington) — International Patent Classification (IPC) — Working Group I of the Joint ad hoc Committee

May 26 to 30, 1975 (Geneva) — Revision of the Model Law on Inventions — Working Group (2nd session)

June 4 to 6, 1975 (Geneva) — ICIREPAT — Technical Coordination Committee (TCC)

June 9 to 20, 1975 (Geneva) — International Patent Classification (IPC) — Working Group V of the Joint ad hoc Committee

June 23 to 27, 1975 (Geneva) — Protection of Computer Programs — Advisory Group

September 8 to 12, 1975 (Geneva) — International Classification of Goods and Services for the Purposes of the Registration of Marks — Preparatory Committee

September 15 to 26, 1975 (Rijswijk) — International Patent Classification (IPC) — Working Group IV of the Joint ad hoc Committee

September 17 to 19, 1975 (Geneva) — ICIREPAT — Plenary Committee (PLC)

September 22 and 23, 1975 (Geneva) — Trademark Registration Treaty (TRT) — Interim Advisory Committee

September 23 to 30, 1975 (Geneva) — WIPO Coordination Committee and Executive Committees of the Paris and Berne Unions — Ordinary Sessions

October 1 to 3, 1975 (Geneva) — Scientific Discoveries — Committee of Experts

October 13 to 17, 1975 (Geneva) — ICIREPAT — Technical Committee for Search Systems (TCSS)

October 20 to 24, 1975 (Geneva) — ICIREPAT — Technical Committee for Standardization (TCST)

October 27 to November 3, 1975 (Geneva) — PCT — Interim Committees

November 3 to 14, 1975 (Berne) — International Patent Classification (IPC) — Working Group II of the Joint ad boc Committee

November 10 to 14, 1975 (Geneva) — Revision of the Model Law on Inventions — Working Group (3rd session)

November 17 to 21, 1975 (Geneva) — International Patent Classification (IPC) — Bureau

November 24 to 28, 1975 (Geneva) — International Patent Classification (IPC) — Joint ad hoc Committee

December 1 to 4, 1975 (Geneva) — International Protection of Appellations of Origin and Other Indications of Source — Committee of Experts

December 1 to 12, 1975 (Munich) — International Patent Classification (IPC) — Working Group III of the Joint ad hoc Committee

December 8, 9 and 16, 1975 (Geneva) — International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations — Intergovernmental Committee — Ordinary Session (jointly organized with the International Labour Organisation and Unesco)

December 10 to 12, 1975 (Geneva) — ICIREPAT — Technical Coordination Committee (TCC)

December 10 to 16, 1975 (Geneva) — Executive Committee of tbe Berne Union (Extraordinary Session)

December 15 to 19, 1975 (Geneva) — International Classification of the Figurative Elements of Marks — Provisional Committee of Experts

UPOV Meetings

Meeting of Member and Non-Memher States: October 21 to 23, 1974 — Council: October 24 to 26, 1974; October 7 to 10, 1975 — Consultative Working Committee: October 23, 1974; March 4 to 6, 1975; October 6 and 10, 1975 — Technical Steering Committee: November 5 and 6, 1974; April 9 to 11, 1975; November 5 to 7, 1975 — Working Group on Variety Denominations: September 15 and 16, 1975 — Fee Harmonization Working Party: April 24 and 25, 1975 — Working Group on Centralization: November 7, 1974 — Committee of Experts on Centralization: January 14 to 17, 1975; April 15 to 18, 1975; July 1 to 4, 1975; November 25 to 28, 1975 — Committee of Experts on the Revision of the Convention: February 25 to 28, 1975; December 2 to 5, 1975

Note: All these meetings will take place in Geneva at the headquarters of UPOV

Technical Working Parties: (i) for Vegetahles: May 28 to 30, 1975 (Lund - Sweden); (ii) for Forest Trees: August 19 and 20, 1975 (Hannover - Federal Republic of Germany); (iii) for Ornamental Plants: September 9 to 11, 1975 (Hornum - Denmark)

Meetings of Other International Organizations concerned with Intellectual Property

October 3 and 4, 1974 (Madrid) — International Confederation of Societies of Authors and Composers — Legal and Legislative Commission

Octoher 6 to 10, 1974 (Rome) — International League Against Unfair Competition — Congress

Octoher 21 to 23, 1974 (Rijswijk) — International Patent Institute — Administrative Board

November 11 to 16, 1974 (Santiago) — Inter-American Association of Industrial Property — Congress

December 6 to 10, 1974 (Yaoundé) — African and Malagasy Industrial Property Office — Executive Board

December 9 to 11, 1974 (Rijswijk) — International Patent Institute — Administrative Board

February 5 to 7, 1975 (Paris) — International Literary and Artistic Association — Working Session, Executive Board and General Assembly

April 21 to 25, 1975 (Hamhurg) — International Confederation of Societies of Anthors and Composers — Congress

May 3 to 10, 1975 (San Francisco) — International Association for the Protection of Industrial Property — Congress