INTRODUCTION

The WIPO\(^1\) Beijing Treaty on Audiovisual Performances (BTAP) is a new international treaty acknowledging for the first time the intellectual property rights of performers with regard to their audiovisual performances. Adopted in 2012, it is a landmark achievement and one that officially ends a discrimination dating from the early 60’s and resulting, until recently, in the sole protection of audio performances in most of the countries around the world.

As a non-governmental organization enjoying a permanent observer status at WIPO, FIA played an essential role - together with other performers’ organizations - in building bridges among governments and encourage a consensual approach to the international protection of audiovisual performances. The BTAP finally brings justice to the claim that all performances deserve intellectual property protection, regardless of how they are delivered to the audience and the nature (audio or audiovisual) of their fixation.

Consistent with another WIPO treaty in 1996 that focused on audio recordings, the BTAP grants moral rights and several economic rights to audiovisual performances, including for online exploitation, whilst also departing from previous practice on several counts.

The first and immediate goal is to ensure that at least 30 countries ratify the treaty, thereby notifying their intention to be bound by its provisions. This is the critical number to achieve for the BTAP to enter into force. Clearly, though, many more countries will need to follow their example for the treaty to become a minimum global standard.

This short guide is not intended for the copyright experts of this world. It has been drafted to provide performers and their representative organizations, whether affiliated to FIA or not, with a simple overview of the WIPO Beijing Treaty on Audiovisual Performances. We hope that these questions and answers will enable them to understand what it is about, how to maximize its strengths and, where necessary, minimize its weaknesses. Understanding the BTAP is the key to taking reasoned decisions - helping decision-makers adapt national regulations to what the BTAP has to offer. This is now, more than ever, our shared responsibility.

\(^1\) The World Intellectual Property Organization (WIPO) is a specialized UN agency, based in Geneva. It is an intergovernmental organization focusing exclusively on intellectual property, including copyright and neighbouring rights. Member States regularly meet at WIPO to develop new international norms that contribute to the harmonization of laws and regulations in this field around the world.
1. Why was such a treaty needed?

It often happens that countries do not break new legislative ground until they feel that others may do the same and on the basis of a minimum common denominator. The intellectual property protection of audio performances, to take one example, has predominantly been introduced nationally once countries have become parties to international treaties providing that treatment. Only a few countries have gone beyond those conventions and extended similar rights to audiovisual performances. In the absence of international recognition, many countries have not felt the need to introduce a meaningful intellectual property protection of audiovisual performances in their own laws and regulations.

As content is increasingly audiovisual and its exploitation truly global, the absence of a specific WIPO treaty acknowledging the rights of performers in this field was felt to be an anachronistic and unfair anomaly. The BTAP carries the recognition that all performances of literary and artistic works or expressions of folklore deserve to be protected regardless of their nature, thus setting the record straight at last and encouraging countries to amend their intellectual property provisions accordingly.

2. What is the history behind this treaty and why was it only concluded in 2012?

This treaty is the outcome of a lengthy process, encompassing two previously missed opportunities. The first international treaty to protect the intellectual property rights of all performances was the 1961 Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting organizations. Whilst breaking new ground, it provided limited protection to performers and no moral rights. In addition, one of its provisions expressly denied any economic right to audiovisual fixations. 1961 was therefore the beginning of a long discrimination between the intellectual property protection of audio and audiovisual recordings at an international level that was only mended by the BTAP in 2012.

A WIPO Diplomatic Conference in 1996 would finally update the protection in the Rome Convention and upscale the IP rights of audio performances, though failing to extend a similar treatment to audiovisual fixations. Similarly, another Diplomatic Conference in 2000 specifically to deal with the latter reached a provisional agreement on 19 substantive articles but failed to deliver a treaty as diverging opinions on the sensitive issue of the transfer of performers’ rights to the producers could not be reconciled. Indeed,
finding an acceptable compromise on this matter was the main reason it took so long to finalize an audiovisual performances treaty. The rights of performers in audio-visual works are in fact managed differently in various legal systems and, whilst the producers’ lobby insisted on a mandatory presumption of transfer rule, an overwhelming majority of countries resisted that idea. It took another 12 years for producers to finally accept a provision that, whilst acknowledging presumption of transfer provisions in national laws, does not make those the global rule in audiovisual production contracts between performers and producers.

3. What is the difference between the BTAP and previous WIPO treaties?

The main difference between the BTAP and the 1961 Rome Convention is that, whilst the latter only awarded performers the right to oppose certain uses of their performances, the former grants them a comprehensive list of exclusive rights, including the right of making available on demand, which has become essential in light of the latest technological developments and the digital distribution of creative works. The BTAP also awards audiovisual performers moral rights, which were not included in the Rome Convention. By far the most striking difference however is the fact that, the BTAP specifically protects audiovisual fixations, whilst the Rome Convention did not.

The WIPO Phonograms and Performances Treaty (WPPT), which was approved in 1996 and entered into force in 2002, is more closely related to the BTAP. However, as the name tells, it only awards rights to audio recordings. The catalogue of economic and moral rights is quite similar, although occasional differences exist as to the extent of the protection granted by those provisions and the options that countries may take as they ratify and implement the treaty. Differences also exist with regard to the application of the treaty provisions in time. The most striking difference between the two treaties, however, is certainly the inclusion of a specific provision recognizing the legitimacy of various mechanisms at national level regarding the transfer of the exclusive economic rights in the treaty to the producer. This simply does not exist in the WPPT.

4. What is the difference between economic and moral intellectual property rights?

Moral rights are essentially meant to help performers uphold their reputation. Typically, they include the right of paternity (i.e. the right to be named as the performer of one’s performance) and the right of integrity (i.e. the right to
oppose any alteration of the performance that may be prejudicial to the reputation of the performer). As they are closely linked to the performers’ personality, they belong to the performer independently of his economic rights, and even after the transfer of those rights. Economic rights, on the other hand, enable performers to seek a financial benefit from licensed uses, e.g. copying, renting, broadcasting, etc. or, conversely, damages whenever their performances are exploited without their agreement. Economic rights are generally divided in two sub-categories: exclusive rights and statutory licenses. Exclusive rights enable performers to authorize or prohibit certain exploitations of their performances which can not therefore be legally exploited unless the performer has previously agreed to such use. Statutory licenses are a practical solution to deal with mass usage, where it would be highly unpractical to seek the previous authorization of the right holder(s). In these specific situations, the authorization of the performer will not be needed for each use. This is the case for private copying, an exception to the exclusive right of reproduction, which is established in many legal systems and commonly generates levies on recording equipment and/or blank media to compensate the performers. This is equally the case where mass uses - like broadcasting - are subject to an equitable remuneration right, generally administered by collective management organizations.

Most of the economic rights granted by the BTAP are exclusive rights. Broadly speaking, these give performers maximum leverage, enabling them to authorize use against the promise of a fair payment, e.g. a residual or a royalty payment. Where they have a high professional profile or where they are represented by strong trade unions, these rights may deliver them the promise of a fair and reasonable income. However, performers are often in a very weak bargaining position and forced to transfer all their economic rights to producers in perpetuity for little more than a symbolic payment. This may be due to the weak collective bargaining tradition in their country, to provisions in their legal systems providing for sweeping presumptions of transfer of their rights to the producers or to ineffective union representation. More often, a combination of these factors will prevent exclusive rights from delivering their full potential to performers. This is one of the reasons why the treaty provides for alternative options in some cases, i.e. statutory licenses that require no previous authorization for use but must reward the performers and are generally administered by collective management organizations.

5. What will it take for the BTAP provisions to become legally binding?

According to Art. 26 of the BTAP the treaty shall enter into force “three months after 30 eligible parties […] have deposited their instruments of ratification or accession”. This means that unless and until 30 countries ratify or accede, the treaty will have no legal value.

6. What is the difference between ratification and accession?

In practice none. Ratifying and acceding to a treaty are essentially one and the same thing, although technically only countries having first signed a treaty can later ratify it. Signing a treaty does not impose any obligation other than to refrain, in good faith, from acts that would defeat the object and purpose of a treaty. It is not unusual for a country to sign a treaty and never ratify it, despite the fact that one act should naturally – and logically - lead to the other.
The BTAP was open for signatures until June 23, 2013. It was signed by a total of 72 “eligible parties”.

7. What is the relevance of the BTAP to performers?

The BTAP mends an unwarranted and anachronistic discrimination between audio performances, already protected by two international treaties, and audiovisual performances, deliberately left aside until 2012. FIA always considered such difference of treatment a great injustice, claiming that a performance should be protected regardless of the nature of the recording it is embedded in. Given the lack of harmonization at the international level, many countries around the world have refrained from extending intellectual property protection to audiovisual performances also. This can generate absurd situations whereby an audio recording of a live performance will be protected, while an audiovisual recording of the same performance (e.g. a DVD or an MP4) is not granted the same treatment. As the border between sound and audiovisual performances becomes progressively blurred, the persistence of this double standard has become evermore intolerable. With the adoption of the BTAP, all performances are now finally protected internationally.

8. What are the main provisions in the BTAP?

The most significant substantive provisions in the treaty are to be found in Articles 2 to 19 included. Among those it is worth mentioning:

- Art. 3 – Beneficiaries
- Art. 4 – National treatment
- Art. 5 - Moral rights
- Art. 7 – Right of reproduction
- Art. 8 – Right of distribution
- Art. 9 – Right of rental
- Art. 10 – Right of making available
- Art. 11 – Right of broadcasting and communication to the public
- Art. 12 – Transfer of rights

Many other provisions in the BTAP are of a purely administrative nature.

9. How are performers defined in the treaty?

The definition of performers in the BTAP is entirely consistent with previous international practice and is in fact exactly the same as in the WPPT. Art. 2 defines performers as “actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret, or otherwise perform literary or artistic works or expressions of folklore”. However, performers are not the object but rather the beneficiaries of protection. An agreed statement\(^2\) extends the definition in Art. 2 to improvisers, i.e. those who perform works whose existence does not predate the performance. The audiovisual fixation of a jazz concert, for instance, would qualify the musicians in that concert as performers under this treaty. Dubbing artists, whose performance is of a purely audio nature but is inextricably linked to a specific audiovisual performance, are also included. Extras, on the other hand, are excluded.

\(^2\) An “agreed statement” is an authoritative and explanatory footnote that clarifies the meaning that the Contracting Parties agree should be given to a particular provision. The legal significance of an agreed statement is governed by international law, i.e. the 1969 Vienna Convention on the Law of Treaties.
10. How is an audiovisual fixation defined in the treaty?

A “fixation” is the process by which a live performance is “captured” for the first time in a medium, whether analogue or digital, from which it can be further enjoyed or reproduced through a device. A fixation is also generally referred to as the end result of such first capture. Art. 2 of the BTAP defines an audiovisual fixation as the “embodiment of moving images, whether or not accompanied by sounds or by the representations thereof, from which they can be perceived, reproduced or communicated through a device”. Whether the original live performance is accompanied by sounds or not is irrelevant.

11. Who benefits from protection under the BTAP?

The rule is quite straightforward: all performers, to the extent that they are either nationals of another contracting party or have their habitual residence there, are eligible to protection. However, given that most audiovisual productions are a vast collaborative work, usually involving several performers who may have different nationalities or have their habitual residence in different countries, it may be that not all of them would necessarily qualify as a “beneficiary”.

12. What is national treatment and how does it work?

The treaty aims to achieve basic harmonization of intellectual property rights for performers in the audiovisual sector at international level. Granting rights is not enough to reach this goal if contracting parties are left to discriminate between their performances and all others. National treatment therefore is the central piece of the treaty, providing that where rights are harmonized, countries are obliged to treat beneficiaries (i.e. performers who are nationals or habitual residents of other contracting parties) the same way they treat their own, to the extent specified in Art. 4.

It is worth mentioning that rights granted by the BTAP are an absolute minimum. Any contracting party may well decide to go beyond such level and grant its nationals more rights in its national legislation. Should further rights be awarded at national level, those will not be subject to national treatment, which, according to Art. 4(1), applies only to the exclusive rights specifically granted by the treaty and to the right to equitable remuneration provided for in Art. 11.

As further described hereafter, and in recognition of the fact that the BTAP does not fully harmonize the rights of performers in their audiovisual
13. What does “reciprocity” entail and when does it apply?

Reciprocity is not a word you will find in the treaty. It is generally intended to refer to such situations where a country may resolve to grant the same protection to performers of other contracting parties that the latter will grant to theirs. Occasionally, the BTAP does not achieve full harmonization but lets contracting parties decide to what extent they wish to protect a given form of exploitation. This is where reciprocity, although not mandatory, may be applied. In as far as a contracting party (e.g. country A) is requested to protect audiovisual performers from a country (country B) which is granting foreign performers a lesser degree of protection, reciprocity enables country A, if it so wishes, to extend exactly the same treatment to performers of country B as country B will grant to performers of country A. Should country B decide, to continue with our example, that it will not protect the broadcasting and communication to the public of foreign performers, its national performers may be treated the same in other countries, despite the latter otherwise extending such protection to the broadcasting and communication of foreign performers.

Although this sounds like a modern form of retaliation, it was felt as a necessary “rider” to some of the most flexible provisions in the treaty. Where the BTAP allows for a wide disparity of treatment, in recognition of the fact that countries do not subscribe to a full harmonization of a specific economic right - reciprocity is allowed to prevent one-sided net benefits.

Art. 4 of the BTAP indicates that national treatment obligations may be tempered by “reciprocity” to the extent that countries avail themselves of one of the options or reservations under Art. 11 (i.e. the right of broadcasting and communication to the public). In the most extreme case, i.e. when a country does not grant any right for the broadcasting and communication to the public of foreign performers, the logical implication of reciprocity is that national treatment simply does not apply.

14. What are the moral rights granted by the BTAP?

Moral rights are entitlements to protect the reputation of the performer in his/her performance. In compliance with previous international practice, Art. 5 of the BTAP grants performers the right of paternity (i.e. the right to be named, or not, as the performer of his/her performance) and the right of integrity (i.e. the right to oppose any alteration of a performance that may prejudice the
performer’s reputation). Just like for economic rights, their enumeration is an absolute minimum: countries may therefore choose to grant additional moral right entitlements to their audiovisual performers, over and beyond the treaty minimum.

Moral rights may be exercised after the death of the performer by his/her legal representatives for as long as they are protected. The treaty also clarifies that the moral rights and the economic rights granted by the treaty are two quite separate things: moral rights therefore cannot be deemed transferred to a third party simply because the party in question ends up owning all economic rights.

15. What is the length of protection of moral rights under the BTAP?

The treaty is flexible and only provides that the right of paternity and the right of integrity must be maintained, after the death of the performer, at least until the expiry of the economic rights and shall be exercisable by his legal representatives. This is a minimum requirement. National systems granting moral rights in perpetuity are not uncommon and are therefore perfectly compatible with the treaty.

The treaty also allows for some exceptions. Countries whose national legal systems provide that some (or all) of these moral rights cease to exist after the death of the performer may, at the time of their ratification or accession, decide to keep their system as it is.

16. Is the protection of moral rights under the BTAP the same as in the WPPT?

The BTAP is generally inspired by the WPPT. However, despite much equivalence, the BTAP departs from previous practice on various occasions. Moral rights are one of those. At first sight, Art. 5 of the BTAP appears to be a duplicate of Art. 5 of the WPPT. However, with regard to the right of integrity, the BTAP adds that due account must be taken of “the nature of audiovisual fixations”. In an agreed statement, the treaty clarifies that in view of the nature of audiovisual fixations as well as their production and distribution, certain modifications of a performance (including editing,
17. What economic rights does the BTAP grant to live audiovisual performances?

Live performances enjoy the same protection under the WPPT and the BTAP. Performers enjoy the right to authorize (or prohibit) the broadcast or communication to the public of their live performance as well as the right to authorize its first fixation (i.e. the capture/recording). Both treaties broadly refer to “unfixed performances” in light of the fact that it is technically impossible to distinguish a live audio performance from a live audiovisual performance.

18. What economic rights does the BTAP grant to audiovisual fixations?

The slate of economic rights that the BTAP grants to audiovisual fixations is exactly the same as in the WPPT: these include the right of reproduction, the right of distribution, the right of rental, the right of making available as well as the right of broadcasting and communication to the public.

19. Are these the same rights that the WPPT granted to audio performances?

Technically, these rights are meant for the same purpose. However, the two treaties occasionally differ as to the scope of these rights and the level of harmonization achieved by these provisions.

20. What is the right of reproduction?

The right of reproduction gives performers the ability to authorize or prohibit any direct or indirect copy (reproduction) of an audiovisual fixation of their performances, including by digital means.

21. What is the right of distribution?

Distribution means making the original fixation in physical form or its authorized reproductions available to the public by means of sale or any other transfer of ownership. Contracting parties are free to decide whether and to what extent this right ceases to exist after the first
authorized sale or transfer of ownership of the original fixation or its a legal hard copy (which would make, for instance, the second hand sale of a DVD totally legal). The treaty acknowledges this as an exclusive right.

22. What is the right of rental?

The BTAP grants performers the exclusive right to decide whether the original fixation of their audiovisual performance (in physical form) or its authorized physical reproduction may be commercially rented. The treaty clearly says that this right is independent from the right of distribution. A DVD, for instance, may thus be legally authorized for sale but not for rental – or the other way around.

Countries may, however, legally decide not to grant such right to performers, unless (the unauthorized) commercial rental leads to too much (unauthorized) copying, thus compromising the performers’ exclusive right of reproduction. This is a more radical limitation than the one previously found in the WPPT, which allowed countries to provide for an equitable remuneration right, instead of an exclusive right, to the extent that such right was already granted when the WPPT was adopted and did not lead to material impairment of the reproduction right.

23. What is the right of making available?

Making available is the process by which a performance is distributed on digital networks on demand. It is a definition encompassing various interactive digital delivery models, triggered by the final user, from a place and at a time of her choosing. The BTAP grants performers an exclusive right for the making available of audiovisual performances on demand, by wire or wireless means.

As audiovisual content is increasingly distributed on demand over the Internet, on mobile phones, various game consoles and an increasing variety of portable devices, this is likely to become one of the most important economic rights for performers. In light of the fact that this exclusive right is regularly transferred to the producers, complementary solutions may be appropriate in implementing legislation to secure ongoing revenue to performers for the use of their performances on demand. As we shall see, Art. 12 of the BTAP can be the key for making this possible.

24. What is the right of broadcasting and communication to the public?

Broadcasting and communication to the public are both defined in Art. 2.
Basically, broadcasting means the wireless, non-interactive delivery of a live or recorded performance for reception by the public. It is generally accepted that the definition also includes acts of rebroadcasting. Any other transmission to the public, by any medium, is communication to the public.

This is arguably one of the less harmonized provisions in the treaty and entirely “à la carte”: contracting parties may in fact grant performers an exclusive right, the right to receive equitable remuneration (i.e. a compulsory license) or even nothing at all. Countries may also decide to apply the rights of broadcasting and communication to the public only in respect of certain uses or to limit their application in some other way.

It is with respect to this provision, as we have seen, that reciprocity and other reservations may limit the scope of national treatment obligations, cf. Art 4(2) and (3).

25. What is the “famous” Article 12?

Art. 12 is the provision that repeatedly prevented the successful conclusion of this treaty, up until 2012. It deals with the transfer of the exclusive economic rights of performers to the producer. In recognition of the fact that this subject matter may be regulated differently around the world, Art. 12(1) basically says that national laws may provide that subject to any contract to the contrary the exclusive rights in the treaty shall be owned, exercised by or transferred to the producer once agreement is given to the fixation of a performance.

It is important to note that (4) countries that already regulate this subject matter differently will not have to change their regulations to be in compliance with the treaty; (2) countries may choose a completely different option, including not to legislate on the matter; (3) the blueprint suggested by the treaty for national transfer legislation is “rebuttable”, i.e. subject to any contract to the contrary, and (4) it only applies to the exclusive economic rights (not to moral rights nor to the right of equitable remuneration) specifically listed in the treaty – as opposed to other exclusive rights or remuneration rights that may be granted by national legislation.

Art. 12(2) then goes on to say that countries wishing to legislate along the lines suggested by the treaty may require that the “consent or contract be in writing and signed by both parties to the contract or by their duly authorized representatives”. In spite of the fact that the treaty provisions are an

“It’s simple fairness. Passage of this treaty will extend to actors and other audiovisual performers crucial compensation, and image and likeness protections that have long existed for performers in sound recordings.”

Meryl Streep – Actor, USA
absolute minimum, it was deemed helpful to make it clear that countries can provide additional security to performers. Of course, as any other system is legitimate under the treaty, countries may very well tag additional prerequisites to the transfer, e.g. specific requirements for the remuneration of performers whose exclusive rights are transferred.

Art. 12(3) is particularly important – including for countries where specific transfer rules have already been adopted. It says that, regardless of how countries regulate the transfer of exclusive rights, national laws may “provide the performer with the right to receive royalties or equitable remuneration for any use of the performance, as provided for under [the] Treaty”. A similar benefit may be granted also by individual, collective or other agreement.

This provision allows for legislative measures to guarantee performers ongoing payments, even in the event that their exclusive rights are transferred to the producer(s), by way of royalties (usually claimed from the producers and based on their gross revenue) or equitable remuneration (which is generally paid by the users and can be made more effective when subject to mandatory collective management). Such legal entitlements may be extremely helpful where performers do not have a strong bargaining position, thus granting them comparable benefits to those that others may derive from collective agreements and/or individual negotiation.

26. Are exceptions or limitations to the economic rights in the treaty possible?

Yes, the BTAP allows countries to subject the rights of performers to the same exceptions and limitations as the rights of authors. The treaty does not harmonize in this field and does not give an indicative or exhaustive list of limitations and exceptions. The only common thread for contracting parties is their obligation to make any exception and limitation to the rights in the treaty subject to the “three-step test” which limits them to “certain special cases, which do not conflict with a normal exploitation of the performance and do not unreasonably prejudice the legitimate interests of the performer”.

27. How long can economic rights be protected for under the BTAP?

The treaty provides that these rights must at least be protected for 50 years from the end of the year in which the performance was (first) fixed. Countries can therefore provide for a longer term if they so wish.

28. What are technological measures and how is the BTAP dealing with them?

Technological measures are protective mechanisms typically embedded for instance in DVDs or in digital copies of a performance in order to restrict their use to what was intended by the performers or is permitted by the law. A typical technological measure, for instance, would be the software preventing
the unauthorized duplication of a DVD. The BTAP makes it an absolute requirement for contracting parties to provide adequate legal protection and effective legal remedies against their circumvention. One agreed statement clarifies that contracting parties may adopt “effective and necessary measures” to enable beneficiaries of exceptions and limitations to enjoy those, where technological measures may prevent them from doing so and provided they have legal access to such content. It is worth noting that the statement does not grant beneficiaries of exceptions and limitations a “right to circumvent”. The statement also implies that voluntary measures should be envisaged first, whereby right holders (i.e. performers or their legal representatives, licensees or assignees) can moderate the effect of technological measures with respect to those beneficiaries and their specific use of a performance, as authorized by the exception or limitation.

29. How do provisions in the BTAP apply to existing and future audiovisual performances?

In principle, the provisions in the treaty apply to all fixed performances that exist by the time of its entry into force and to all future audiovisual performances (both live and recorded). This is generally referred to as the “proactive” nature of the treaty. A similar provision is to be found also on the WPPT. However, the two treaties substantially differ insofar as they allow for radically different options: whereas the WPPT enabled contracting parties to declare that they would only grant moral rights protection to future audio performances, the BTAP acknowledges that countries may choose to only grant the economic rights in the treaty to future performances alone, i.e. not to fixed performances that already exist when the treaty becomes binding for them. With respect to those countries, other Contracting Parties may decide, however, to apply reciprocity instead of national treatment (i.e. if one country decides to only grant exclusive rights to future foreign performances, all other countries may reserve the same treatment to performances of that country).

On the other hand, the moral rights protection provided by the BTAP must equally apply to past, present and future audiovisual performances. The BTAP also adds that its provisions shall not prejudice “any acts committed, agreements concluded or rights acquired” before the entry into force of the treaty for each country. Under this provision, therefore, “past” contracts may not be revisited when countries become parties to the treaty. It is therefore fair to say that the economic relevance of the treaty seems mainly to be for future performances – including where countries do not explicitly opt for a “proactive” policy. The concept of “future performances” will of course depend on the time the treaty becomes binding for each specific contracting party.

30. Does the BTAP mean that the protection of audiovisual performances will be the same around the world?

Not necessarily, although the treaty will play an important role in promoting global minimum and harmonized standards. Provisions like those in Art. 9 (right of rental), Art. 11 (right of broadcasting and communication to the public), Art. 12 (transfer of rights), Art. 13 (limitations and exceptions), Art. 19 (application in time) give contracting parties various degrees of flexibility which, in turn, may lead to differences as to the way audiovisual performances are protected by the parties to the treaty. Depending on whether national treatment or reciprocity applies, foreign performances may be treated differently from country to country. The specific time the BTAP becomes binding for each contracting party will also generate differences with respect to their protection.

There certainly will be challenges regarding the implementation of the
BTAP due to these and other factors. However, it is beyond doubt that the entry into force of the treaty will have profound implications in countries where audiovisual performances have so far been unjustly excluded from intellectual property protection.

31. Will performers be better off once the treaty enters into force and is implemented in their national legal system?

The treaty is about granting performers from other contracting parties the minimum level of protection enshrined in its various provisions. Technically therefore it is not about giving rights to national performers. Experience however proves that contracting parties invariably end up granting their national performers (at least) the same treatment that is required for the “foreign” ones. Ratification of or accession to the treaty will therefore have profound implications for many countries around the world and their performers.

32. When will the BTAP enter into force?

The treaty will enter into force 3 months after 30 “eligible parties” ratify or accede to it. The treaty will therefore not bind the first contracting parties until then. It will then bind each additional “eligible party” three-month from the day they deposit their own instrument of ratification or accession. The entry into force of the treaty, which is what makes it a binding instrument, will therefore differ for any one after the first 30 contracting parties.

33. Why should a country that does not have a professional film industry ratify the treaty?

First and foremost, this is not just about films. The treaty grants protection to all audiovisual performances, their fixation and subsequent exploitation. All countries, therefore, should feel concerned as performers tell their stories, embodying their rich and diverse cultures and delivering a unique experience to audiences the world over. By becoming parties to the BTAP, countries acknowledge the value of audiovisual performances and contribute to building a stable legal framework encouraging performances to meet audiences beyond national borders whilst enhancing the legitimate interests of performers to make a decent living from their work. As ratification generally also generates a focus on the protection of the rights of performers at national level, the treaty clearly contributes to achieving a qualitative, sustainable and diversified cultural environment.
34. What if a country already protects audiovisual performances? Does it still need to ratify the BTAP?

The treaty is not about how performances should be protected at national level but rather about how countries intend to treat “foreign” audiovisual performers whose performances are delivered within their borders. By ratifying the treaty, it is the international outreach of national audiovisual performances that is therefore encouraged by the provision of a minimum set of intellectual property rights.

35. How can performers, and their organisations, help make this treaty enter into force?

By taking an interest, understanding the treaty and its implications and campaigning at national level for ratification or accession.

36. How can the BTAP become a truly global treaty?

By having the largest number of contracting parties. If 30 is the minimum for the treaty to enter into force, many more should join if provisions in the treaty are truly to provide for a level playing field internationally and promote the intellectual property protection of audiovisual performances in countries around the world.

37. How can provisions in the treaty be implemented most meaningfully for performers?

Provisions in the treaty must be “implemented” by the contracting parties. This means that their laws and regulations and their implementation must not be in contradiction with the BTAP. Sometimes this may not require legislative change, as legal systems are already in compliance with the provisions in the treaty, whereas some other contracting parties will need to undertake reforms to make sure their
Various provisions in the BTAP are flexible and offer contracting parties options they can take to modulate the protection they wish to grant to audiovisual performers of other contracting parties. Very often, but not inevitably, these limitations will reflect choices that these countries intend to take or have already taken with respect to the protection of their national performances.

In light of the options that are available in the BTAP, it is worth stressing that even those legal systems that may be deemed “BTAP compliant” might still receive an upgrade. On the other hand, where audiovisual performances are yet to be protected, ratification of or accession to the treaty will generally entail new rights for those performers.

What is most relevant here is that legislative solutions must, where the treaty offers several options, be those that can realistically provide the best benefits to national performers in the particular situation they are in, keeping in mind factors like the size of the industry, its resonance abroad, the level of organization of performers in that industry, the nature of the contractual relationship with their employers, the existence or lack of a dialogue between stakeholders, etc. There is therefore not a single best way to implement the treaty but rather multiple options, each to be considered in light of the specific national situation.

If exclusive rights work particularly well in some countries, it is often where performers are well organized, where there is a healthy and dynamic practice of collective bargaining in the industry and possibly also where intellectual property regulations have not weakened the performers’ leverage by providing for a presumption of transfer of their rights to producers. In most others, a combination of exclusive rights and unwaivable remuneration rights subject to mandatory collective management might be a better way forward.

38. How can performers’ trade unions, guilds and collective management organisations work together to maximise benefits to performers from the BTAP?

Unions, guilds and CMOs must work together to ensure the provisions in the treaty ultimately provide the best possible economic and moral benefits to performers. Implementing the treaty provisions in the national legal system (i.e. making sure it is “BTAP compliant”) may require new legislation or amendments to existing one. As we have tried to explain, some key provisions in
the BTAP may be implemented in ways that are very valuable to performers or less meaningful to them. It is only by developing an in-depth analysis of the treaty’s implications, as well as by jointly seeking what is best for performers that they can best advise decision makers on the road to follow. The bottom line is: if performers and their organizations don’t speak up with one voice, someone else with a different agenda will do it instead, seeking to minimize the benefits of this treaty for audiovisual performers.

39. What is FIA, what role has it played in the conclusion of the BTAP and what can it do in the future?

The International Federation of Actors (FIA) is a strong labor voice for performers worldwide. Our members are the unions, guilds and professional associations representing - among others - actors, dancers, singers, variety and circus artists, broadcast professionals, with the exception of musicians and visual artists. FIA has been on the forefront of the fight for the international acknowledgment of the intellectual property rights of all performers. It has relentlessly kept the pressure on governments at WIPO to overcome their differences and agree on the intellectual property protection of audiovisual performances, which were discriminated against since the early 60’s. In 2011, FIA was able to successfully promote a breakthrough new provision on the transfer of rights, unlocking a long stalemate and paving the way to the successful conclusion of the 2012 Diplomatic Conference in Beijing. FIA is now committed to providing expertise and support to all performers’ unions and organizations wishing to call for the ratification of the BTAP and advise on its implementation into national legal systems.

40. Where can we find more information about the BTAP?

More information on the treaty and the Beijing Diplomatic conference may be found on the WIPO website (www.wipo.int). A copy of the treaty is annexed to this guideline for further information.
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**ANNEX**

BEIJING TREATY ON AUDIOVISUAL PERFORMANCES

adopted by the Diplomatic Conference on June 24, 2012
Preamble

The Contracting Parties,

Desiring to develop and maintain the protection of the rights of performers in their audiovisual performances in a manner as effective and uniform as possible,

Recalling the importance of the Development Agenda recommendations, adopted in 2007 by the General Assembly of the Convention Establishing the World Intellectual Property Organization (WIPO), which aim to ensure that development considerations form an integral part of the Organization’s work,

Recognizing the need to introduce new international rules in order to provide adequate solutions to the questions raised by economic, social, cultural and technological developments,

Recognizing the profound impact of the development and convergence of information and communication technologies on the production and use of audiovisual performances,

Recognizing the need to maintain a balance between the rights of performers in their audiovisual performances and the larger public interest, particularly education, research and access to information,

Recognizing that the WIPO Performances and Phonograms Treaty (WPPT) done in Geneva on December 20, 1996, does not extend protection to performers in respect of their performances fixed in audiovisual fixations,

Referring to the Resolution concerning Audiovisual Performances adopted by the Diplomatic Conference on Certain Copyright and Neighboring Rights Questions on December 20, 1996,

Have agreed as follows:

Article 1
Relation to Other Conventions and Treaties

(1) Nothing in this Treaty shall derogate from existing obligations that Contracting Parties have to each other under the WPPT or the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations done in Rome on October 26, 1961.

(2) Protection granted under this Treaty shall leave intact and shall in no way affect the protection of copyright in literary and artistic works. Consequently, no provision of this Treaty may be interpreted as prejudicing such protection.

(3) This Treaty shall not have any connection with treaties other than the WPPT, nor shall it prejudice any rights and obligations under any other treaties.

Article 2
Definitions

For the purposes of this Treaty:

(a) “performers” are actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret, or otherwise perform literary or artistic works or expressions of folklore;

(b) “audiovisual fixation” means the embodiment of moving images, whether or not accompanied by sounds or by the representations thereof, from which they can be perceived, reproduced or communicated through a device;

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1 Agreed statement concerning Article 1: It is understood that nothing in this Treaty affects any rights or obligations under the WIPO Performances and Phonograms Treaty (WPPT) or their interpretation and it is further understood that paragraph 3 does not create any obligations for a Contracting Party to this Treaty to ratify or accede to the WPPT or to comply with any of its provisions.

2 Agreed statement concerning Article 1(3): It is understood that Contracting Parties who are members of the World Trade Organization (WTO) acknowledge all the principles and objectives of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement) and understand that nothing in this Treaty affects the provisions of the TRIPS Agreement, including, but not limited to, the provisions relating to anti-competitive practices.

3 Agreed statement concerning Article 2(a): It is understood that the definition of “performers” includes those who perform a literary or artistic work that is created or first fixed in the course of a performance.

4 Agreed statement concerning Article 2(b): It is hereby confirmed that the definition of “audiovisual fixation” contained in Article 2(b) is without prejudice to Article 2(c) of the WPPT.
(c) “broadcasting” means the transmission by wireless means for public reception of sounds or of images or of images and sounds or of the representations thereof; such transmission by satellite is also “broadcasting”; transmission of encrypted signals is “broadcasting” where the means for decrypting are provided to the public by the broadcasting organization or with its consent;

(d) “communication to the public” of a performance means the transmission to the public by any medium, otherwise than by broadcasting, of an unfixed performance, or of a performance fixed in an audiovisual fixation. For the purposes of Article 11, “communication to the public” includes making a performance fixed in an audiovisual fixation audible or visible or audible and visible to the public.

Article 3
Beneficiaries of Protection

(1) Contracting Parties shall accord the protection granted under this Treaty to performers who are nationals of other Contracting Parties.

(2) Performers who are not nationals of one of the Contracting Parties but who have their habitual residence in one of them shall, for the purposes of this Treaty, be assimilated to nationals of that Contracting Party.

Article 4
National Treatment

(1) Each Contracting Party shall accord to nationals of other Contracting Parties the treatment it accords to its own nationals with regard to the exclusive rights specifically granted in this Treaty and the right to equitable remuneration provided for in Article 11 of this Treaty.

(2) A Contracting Party shall be entitled to limit the extent and term of the protection accorded to nationals of another Contracting Party under paragraph (1), with respect to the rights granted in Article 11(1) and 11(2) of this Treaty, to those rights that its own nationals enjoy in that other Contracting Party.

(3) The obligation provided for in paragraph (1) does not apply to a Contracting Party to the extent that another Contracting Party makes use of the reservations permitted by Article 11(3) of this Treaty, nor does it apply to a Contracting Party, to the extent that it has made such reservation.

Article 5
Moral Rights

(1) Independently of a performer’s economic rights, and even after the transfer of those rights, the performer shall, as regards his live performances or performances fixed in audiovisual fixations, have the right:

(i) to claim to be identified as the performer of his performances, except where omission is dictated by the manner of the use of the performance; and

(ii) to object to any distortion, mutilation or other modification of his performances that would be prejudicial to his reputation, taking due account of the nature of audiovisual fixations.

(2) The rights granted to a performer in accordance with paragraph (1) shall, after his death, be maintained, at least until the expiry of the economic rights, and shall be exercisable by the persons or institutions authorized by the legislation of the Contracting Party where protection is claimed. However, those Contracting Parties whose legislation, at the moment of their ratification of or accession to this Treaty, does not provide for protection after the death of the performer of all rights set out in the preceding paragraph may provide that some of these rights will, after his death, cease to be maintained.

(3) The means of redress for safeguarding the rights granted under this Article shall be governed by the legislation of the Contracting Party where protection is claimed.

5 Agreed statement concerning Article 5: For the purposes of this Treaty and without prejudice to any other treaty, it is understood that, considering the nature of audiovisual fixations and their production and distribution, modifications of a performance that are made in the normal course of exploitation of the performance, such as editing, compression, dubbing, or formatting, in existing or new media or formats, and that are made in the course of a use authorized by the performer, would not in themselves amount to modifications within the meaning of Article 5(1)(ii). Rights under Article 5(1)(ii) are concerned only with changes that are objectively prejudicial to the performer’s reputation in a substantial way. It is also understood that the mere use of new or changed technology or media, as such, does not amount to modification within the meaning of Article 5(1)(ii).
**Article 6**
Economic Rights of Performers in their Unfixed Performances

Performers shall enjoy the exclusive right of authorizing, as regards their performances:

(i) the broadcasting and communication to the public of their unfixed performances except where the performance is already a broadcast performance; and

(ii) the fixation of their unfixed performances.

**Article 7**
Right of Reproduction

Performers shall enjoy the exclusive right of authorizing the direct or indirect reproduction of their performances fixed in audiovisual fixations, in any manner or form.

**Article 8**
Right of Distribution

(1) Performers shall enjoy the exclusive right of authorizing the making available to the public of the original and copies of their performances fixed in audiovisual fixations through sale or other transfer of ownership.

(2) Nothing in this Treaty shall affect the freedom of Contracting Parties to determine the conditions, if any, under which the exhaustion of the right in paragraph (1) applies after the first sale or other transfer of ownership of the original or a copy of the fixed performance with the authorization of the performer.

**Article 9**
Right of Rental

(1) Performers shall enjoy the exclusive right of authorizing the commercial rental to the public of the original and copies of their performances fixed in audiovisual fixations as determined in the national law of Contracting Parties, even after distribution of them by, or pursuant to, authorization by the performer.

(2) Contracting Parties are exempt from the obligation of paragraph (1) unless the commercial rental has led to widespread copying of such fixations materially impairing the exclusive right of reproduction of performers.

**Article 10**
Right of Making Available of Fixed Performances

Performers shall enjoy the exclusive right of authorizing the making available to the public of their performances fixed in audiovisual fixations, by wire or wireless means, in such a way that members of the public may access them from a place and at a time individually chosen by them.

**Article 11**
Right of Broadcasting and Communication to the Public

(1) Performers shall enjoy the exclusive right of authorizing the broadcasting and communication to the public of their performances fixed in audiovisual fixations.

(2) Contracting Parties may in a notification deposited with the Director General of WIPO declare that, instead of the right of authorization provided for in paragraph (1), they will establish a right to equitable remuneration for the direct or indirect use of performances fixed in audiovisual fixations for broadcasting or for communication to the public. Contracting Parties may also declare that they will set conditions in their legislation for the exercise of the right to equitable remuneration.

(3) Any Contracting Party may declare that it will apply the provisions of paragraphs (1) or (2) only in respect of certain uses, or that it will limit their application in some other way, or that it will not apply the provisions of paragraphs (1) and (2) at all.

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6 Agreed statement concerning Article 7: The reproduction right, as set out in Article 7, and the exceptions permitted thereunder through Article 13, fully apply in the digital environment, in particular to the use of performances in digital form. It is understood that the storage of a protected performance in digital form in an electronic medium constitutes a reproduction within the meaning of this Article.

7 Agreed statement concerning Articles 8 and 9: As used in these Articles, the expression "original and copies," being subject to the right of distribution and the right of rental under the said Articles, refers exclusively to fixed copies that can be put into circulation as tangible objects.

8 Agreed statement concerning Articles 8 and 9: As used in these Articles, the expression "original and copies," being subject to the right of distribution and the right of rental under the said Articles, refers exclusively to fixed copies that can be put into circulation as tangible objects.
Article 12
Transfer of Rights

(1) A Contracting Party may provide in its national law that once a performer has consented to fixation of his or her performance in an audiovisual fixation, the exclusive rights of authorization provided for in Articles 7 to 11 of this Treaty shall be owned or exercised by or transferred to the producer of such audiovisual fixation subject to any contract to the contrary between the performer and the producer of the audiovisual fixation as determined by the national law.

(2) A Contracting Party may require with respect to audiovisual fixations produced under its national law that such consent or contract be in writing and signed by both parties to the contract or by their duly authorized representatives.

(3) Independent of the transfer of exclusive rights described above, national laws or individual, collective or other agreements may provide the performer with the right to receive royalties or equitable remuneration for any use of the performance, as provided for under this Treaty including as regards Articles 10 and 11.

Article 13
Limitations and Exceptions

(1) Contracting Parties may, in their national legislation, provide for the same kinds of limitations or exceptions with regard to the protection of performers as they provide for, in their national legislation, in connection with the protection of copyright in literary and artistic works.

(2) Contracting Parties shall confine any limitations of or exceptions to rights provided for in this Treaty to certain special cases which do not conflict with a normal exploitation of the performance and do not unreasonably prejudice the legitimate interests of the performer.

Article 14
Term of Protection

The term of protection to be granted to performers under this Treaty shall last, at least, until the end of a period of 50 years computed from the end of the year in which the performance was fixed.

Article 15
Obligations concerning Technological Measures

Contracting Parties shall provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that are used by performers in connection with the exercise of their rights under this Treaty and that restrict acts, in respect of their performances, which are not authorized by the performers concerned or permitted by law.

Article 16
Obligations concerning Rights Management Information

(1) Contracting Parties shall provide adequate and effective legal remedies against any person knowingly performing any of the following acts knowing, or with respect to civil remedies having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any right covered by this Treaty:

(i) to remove or alter any electronic rights management information without authority;

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9 Agreed statement concerning Article 13: The Agreed statement concerning Article 10 (on Limitations and Exceptions) of the WIPO Copyright Treaty (WCT) is applicable mutatis mutandis also to Article 13 (on Limitations and Exceptions) of the Treaty.

10 Agreed statement concerning Article 15 as it relates to Article 13: It is understood that nothing in this Article prevents a Contracting Party from adopting effective and necessary measures to ensure that a beneficiary may enjoy limitations and exceptions provided in that Contracting Party’s national law, in accordance with Article 13, where technological measures have been applied to an audiovisual performance and the beneficiary has legal access to that performance, in circumstances such as where appropriate and effective measures have not been taken by rights holders in relation to that performance to enable the beneficiary to enjoy the limitations and exceptions under that Contracting Party’s national law. Without prejudice to the legal protection of an audiovisual work in which a performance is fixed, it is further understood that the obligations under Article 15 are not applicable to performances unprotected or no longer protected under the national law giving effect to this Treaty.

11 Agreed statement concerning Article 15: The expression “technological measures used by performers” should, as this is the case regarding the WPPT, be construed broadly, referring also to those acting on behalf of performers, including their representatives, licensees or assignees, including producers, service providers, and persons engaged in communication or broadcasting using performances on the basis of due authorization.
(ii) to distribute, import for distribution, broadcast, communicate or make available to the public, without authority, performances or copies of performances fixed in audiovisual fixations knowing that electronic rights management information has been removed or altered without authority.

(2) As used in this Article, “rights management information” means information which identifies the performer, the performance of the performer, or the owner of any right in the performance, or information about the terms and conditions of use of the performance, and any numbers or codes that represent such information, when any of these items of information is attached to a performance fixed in an audiovisual fixation.

Article 17
Formalities

The enjoyment and exercise of the rights provided for in this Treaty shall not be subject to any formality.

Article 18
Reservations and Notifications

(1) Subject to provisions of Article 11(3), no reservations to this Treaty shall be permitted.

(2) Any notification under Article 11(2) or 19(2) may be made in instruments of ratification or accession, and the effective date of the notification shall be the same as the date of entry into force of this Treaty with respect to the Contracting Party having made the notification. Any such notification may also be made later, in which case the notification shall have effect three months after its receipt by the Director General of WIPO or at any later date indicated in the notification.

Article 19
Application in Time

(1) Contracting Parties shall accord the protection granted under this Treaty to fixed performances that exist at the moment of the entry into force of this Treaty and to all performances that occur after the entry into force of this Treaty for each Contracting Party.

(2) Notwithstanding the provisions of paragraph (1), a Contracting Party may declare in a notification deposited with the Director General of WIPO that it will not apply the provisions of Articles 7 to 11 of this Treaty, or any one or more of those, to fixed performances that existed at the moment of the entry into force of this Treaty for each Contracting Party. In respect of such Contracting Party, other Contracting Parties may limit the application of the said Articles to performances that occurred after the entry into force of this Treaty for that Contracting Party.

(3) The protection provided for in this Treaty shall be without prejudice to any acts committed, agreements concluded or rights acquired before the entry into force of this Treaty for each Contracting Party.

(4) Contracting Parties may in their legislation establish transitional provisions under which any person who, prior to the entry into force of this Treaty, engaged in lawful acts with respect to a performance, may undertake with respect to the same performance acts within the scope of the rights provided for in Articles 5 and 7 to 11 after the entry into force of this Treaty for the respective Contracting Parties.

Article 20
Provisions on Enforcement of Rights

(1) Contracting Parties undertake to adopt, in accordance with their legal systems, the measures necessary to ensure the application of this Treaty.

(2) Contracting Parties shall ensure that enforcement procedures are available under their law so as to permit effective action against any act of infringement of rights covered by this Treaty, including expeditious remedies to prevent infringements and remedies which constitute a deterrent to further infringements.

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12 Agreed statement concerning Article 16: The Agreed statement concerning Article 12 (on Obligations concerning Rights Management Information) of the WIPO Treaty is applicable mutatis mutandis also to Article 16 (on Obligations concerning Rights Management Information) of the Treaty.
Article 21
Assembly

(1) (a) The Contracting Parties shall have an Assembly.

(b) Each Contracting Party shall be represented in the Assembly by one
delegate who may be assisted by alternate delegates, advisors and experts.

(c) The expenses of each delegation shall be borne by the Contracting
Party that has appointed the delegation. The Assembly may ask WIPO to
grant financial assistance to facilitate the participation of delegations of
Contracting Parties that are regarded as developing countries in conformity
with the established practice of the General Assembly of the United Nations
or that are countries in transition to a market economy.

(2) (a) The Assembly shall deal with matters concerning the maintenance
and development of this Treaty and the application and operation of this
Treaty.

(b) The Assembly shall perform the function allocated to it under Article 23(2)
in respect of the admission of certain intergovernmental organizations to
become party to this Treaty.

(c) The Assembly shall decide the convocation of any diplomatic conference
for the revision of this Treaty and give the necessary instructions to the
Director General of WIPO for the preparation of such diplomatic conference.

(3) (a) Each Contracting Party that is a State shall have one vote and shall
vote only in its own name.

(b) Any Contracting Party that is an intergovernmental organization may
participate in the vote, in place of its Member States, with a number of votes
equal to the number of its Member States which are party to this Treaty. No
such intergovernmental organization shall participate in the vote if any one of
its Member States exercises its right to vote and vice versa.

(4) The Assembly shall meet upon convocation by the Director General and, in the
absence of exceptional circumstances, during the same period and at the same place
as the General Assembly of WIPO.

(5) The Assembly shall endeavor to take its decisions by consensus and shall
establish its own rules of procedure, including the convocation of extraordinary
sessions, the requirements of a quorum and, subject to the provisions of this Treaty,
the required majority for various kinds of decisions.

Article 22
International Bureau

The International Bureau of WIPO shall perform the administrative tasks concerning
the Treaty.

Article 23
Eligibility for Becoming Party to the Treaty

(1) Any Member State of WIPO may become party to this Treaty.

(2) The Assembly may decide to admit any intergovernmental organization to
become party to this Treaty which declares that it is competent in respect of, and
has its own legislation binding on all its Member States on, matters covered by
this Treaty and that it has been duly authorized, in accordance with its internal
procedures, to become party to this Treaty.

(3) The European Union, having made the declaration referred to in the preceding
paragraph in the Diplomatic Conference that has adopted this Treaty, may become
party to this Treaty.

Article 24
Rights and Obligations under the Treaty

Subject to any specific provisions to the contrary in this Treaty, each Contracting
Party shall enjoy all of the rights and assume all of the obligations under this Treaty.
Article 25  
Signature of the Treaty

This Treaty shall be open for signature at the headquarters of WIPO by any eligible party for one year after its adoption.

Article 26  
Entry into Force of the Treaty

This Treaty shall enter into force three months after 30 eligible parties referred to in Article 23 have deposited their instruments of ratification or accession.

Article 27  
Effective Date of Becoming Party to the Treaty.

This Treaty shall bind:

(i) the 30 eligible parties referred to in Article 26, from the date on which this Treaty has entered into force;

(ii) each other eligible party referred to in Article 23, from the expiration of three months from the date on which it has deposited its instrument of ratification or accession with the Director General of WIPO.

Article 28  
Denunciation of the Treaty

This Treaty may be denounced by any Contracting Party by notification addressed to the Director General of WIPO. Any denunciation shall take effect one year from the date on which the Director General of WIPO received the notification.

Article 29  
Languages of the Treaty

(1) This Treaty is signed in a single original in English, Arabic, Chinese, French, Russian and Spanish languages, the versions in all these languages being equally authentic.

(2) An official text in any language other than those referred to in paragraph (1) shall be established by the Director General of WIPO on the request of an interested party, after consultation with all the interested parties. For the purposes of this paragraph, “interested party” means any Member State of WIPO whose official language, or one of whose official languages, is involved and the European Union, and any other intergovernmental organization that may become party to this Treaty, if one of its official languages is involved.

Article 30  
Depositary

The Director General of WIPO is the depositary of this Treaty.