

B2 DRAFT INTERNATIONAL COPYRIGHT PROTECTION AGREEMENT

J.A.L. Sterling

(a) Introduction

(b) Text

(a) Introduction

(i) General

The WIPO Treaties 1996 achieved an important advance in establishing new principles to apply in the context of modern means of communication and digital technology, in particular by the institution of the Internet “making available” right. However, the Treaties did not attempt or purport to deal with various issues arising in connection with the implementation, interpretation and application of the Treaties. In addition, a number of issues relating to transborder communication present themselves, including:

- (1) **private international law issues** in connection with activities which involve transborder transmissions, namely as to the *jurisdiction* of courts with regard to acts taking place in foreign countries, the *applicable law* in respect of such acts, and as to the rules concerning *recognition and enforcement of foreign judgements* relating to rights recognised under the Treaties (see *World Copyright Law*, 2nd edition (“WCL”) paragraph 3.30).
- (2) **definitional issues** in particular (a) the definition of the Internet “making available” right, as regards what constitutes making available, where the making available takes place, and who makes available, (b) what in this context in general constitutes a reproduction, and (c) the parameters of infringement of the right (see WCL paragraphs 9.29 to 9.35).
- (3) **issues concerning Space Copyright Law and extraterritorial use of protected material:** protectable material is already being created or produced in Space, and it can be anticipated that transmissions to countries on Earth will be initiated from objects (including satellites) in extraterritorial areas (whether on or near Earth or in Space) and that, for instance, databases and other protected material will be located in such

objects, will be accessible from countries on Earth, and will be disseminated through the Internet and otherwise.

- (4) **issues concerning limitation of liability of service providers:** while the US Digital Millennium Copyright Act and the EC E-Commerce Directive contain rules on limitation of liability of service providers, such rules differ from each other in important respects, and there is as yet no international agreement on the conditions and application of such limitations in national laws (see WCL paragraph 13.47).

It is suggested that a comprehensive approach to the abovementioned issues could be achieved by the formulation of (1) an International Copyright Protection Agreement, dealing with private international law issues, together with (2) a Protocol on Interpretation of the WIPO Treaties 1996 (dealing with definitional issues), (3) a Protocol on Space Copyright Law and Extraterritorial Use of Protected Material, and (4) a Protocol on Limitation of Liability of Service Providers, the four instruments being linked, and each covering situations involving transborder communication. This section accordingly presents the Draft International Copyright Protection Agreement. For the Draft Protocols, see B3 [Draft Protocol on Interpretation of the WIPO Treaties 1996](#), B4 [Draft Protocol on Space Copyright Law and Extraterritorial Exploitation of Protected Material](#), B5 [Draft Protocol on Limitation of Liability of Service Providers](#).

(ii) Background to and description of the Draft Agreement

Three draft documents at present under consideration have relevance in the field of private international law in the area of intellectual property rights, namely the Hague draft Convention on Jurisdiction and Foreign Judgements in Civil and Commercial Matters, and the draft Convention and draft Principles on Jurisdiction and Recognition of Judgements in Intellectual Property Matters proposed by Professor Rochelle C. Dreyfuss and Professor Jane C. Ginsburg.¹ The Hague draft at present embraces civil

¹ The draft Hague Convention is available at <http://www.hcch.net/e/conventions/draft36e.html>. The Dreyfuss/Ginsburg draft Convention was presented at the WIPO Forum on Private International Law and Intellectual Property, Geneva January 30 and 31, 2001: the text is available at <http://www.wipo.int/pil-forum/en/documents>. The Dreyfuss/Ginsburg draft Principles (June 2002) were prepared for the ALAI Study Days, Neuchâtel, September 16-17, 2002, and continue in the process of formulation.

litigation on private rights generally. The Dreyfuss/Ginsburg draft Convention and draft Principles deal exclusively with intellectual property matters.

It seems clear that considerable time would be necessary for international agreement to be reached on a global Convention in this area (even one limited to intellectual property), particularly because of the different legal facets implicit in the protection given respectively to patents, trademarks and copyright. The need for solutions to the problems in the area of dissemination of protected material on the Internet is, however, of the utmost urgency: use of the Internet grows unceasingly, with millions of new users coming into the system throughout the world and, of particular concern, the unregulated use of protected material in the Internet system daily gives strength to the argument that “everything should be free”.

It is therefore suggested that consideration should be given to a solution based on regulation of current private international law and other issues as they arise in connection with copyright, related rights and separate classification rights, at the same time supporting initiatives for progress on drafting a system for the whole field of intellectual property, as suggested by Professors Dreyfuss and Ginsburg.

It is thought that an effective solution to the Internet problems must embrace agreed principles on all three elements of private international law, namely jurisdiction, applicable law and recognition and enforcement of judgements.

The following Draft International Copyright Protection Agreement concerns private international law issues. Chapter 1 includes definitions, and Chapters 2, 3 and 4 deal with jurisdiction, applicable law and recognition and enforcement of judgements respectively. In many respects, as indicated in the footnotes giving comparative references, comparison may be made to the corresponding provisions of the Dreyfuss/Ginsburg draft Principles (and draft Convention), the Hague draft, and the EU Council Regulation on jurisdiction and enforcement of judgements in civil and

commercial matters.² In a number of respects, however, the Draft Agreement makes new proposals, and some of these are mentioned in the following comments.

Chapter 1: General

The definitions in Article 1 are intended to draw the parameters of the structure of the Draft Agreement, by defining the addressed court, the rendering court etc.: in addition there is a reference to the “nominated court”, relating to the system under which Member States will nominate particular courts for dealing with matters arising under the Agreement. The definition of “harmful event” concerns one of the founding criteria of jurisdiction (Chapter 2): “infringement” embraces the doing and facilitating the doing of an act which breaches or threatens to breach copyright, related rights or separate classification rights. A common feature of national laws is the recognition that, in certain circumstances, a person infringes a right by authorising or contributing to an infringing act, but there are fundamental differences in some of the legislative approaches. Under the United Kingdom Copyright, Designs and Patents Act 1988, for instance, infringement is committed where a person, without the necessary permission, authorises the doing of a restricted act:³ it is not necessary to prove that the defendant knew that the act which the defendant authorised was an infringement of copyright. Under United States law, however, proof of knowledge that the act to which the defendant contributed was an infringement is essential for proof of contributory infringement.⁴ Whether facilitation of the infringing act must (to incur liability) be with

² The following abbreviations are used in the comparative references in the footnotes to the text of the Draft Agreement:

DG: Dreyfuss/Ginsburg Draft Principles on Jurisdiction and Recognition of Judgments in Intellectual Property Matters (June, 2002)

EU Reg: Council of the European Union Regulation on jurisdiction and enforcement of judgments in civil and commercial matters, No. 44/2001 of 22 December 2000

HCD: Hague Draft Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters (June 2001 text).

³ Section 16(2). For interpretation of “authorisation” indicating a rather narrow ambit in approach to what constitutes authorising, see *CBS Songs v. Amstrad plc* [1988] AC 1013; [1988] 2 All ER 484 (House of Lords) (selling (without effective control of subsequent use) a tape recorder which could be used for making infringing or non-infringing recordings held not to authorise infringement, in the circumstances of the case).

⁴ See *A & M Records Inc v Napster Inc*, 57 USPQ2d 1729 (9th Cir. 2001) (acts of third parties were infringing and defendant, who provided file sharing facilities, knew this, and was held guilty of contributory infringement), distinguishing *Sony Corp. of America v. Universal City Studios* 464 US 417; 78 L.Ed. 2d; 104 S.Ct. 774 (1984); 220 USPQ 665 (1984) (sales (without effective control of subsequent use) of recording machines which might be used for infringing or non-infringing activities: held, no contributory infringement). See also *Metro-Goldwyn-Mayer v Grokster Ltd. et al* 259 F.Supp. 2d 1029 (C.D. Cal. April

the requisite knowledge will be determined according to the law of the place of the harmful event (see Article 6(b)(ii)). Given the rapid growth of file-sharing sites and the different approaches taken by national courts as to the question of liability for facilitating access to such sites, it may be assumed that this is an area where international consensus would be highly desirable.⁵

Chapter 2: Jurisdiction

Basically, two questions need consideration, that is, whether the court has jurisdiction (1) over the defendant (personal jurisdiction), and (2) to try the matter in hand (subject matter jurisdiction).

As far as personal jurisdiction is concerned, the Draft Agreement provides the alternative rules of presence in the jurisdiction (e.g. through domicile, residence etc.) and location of the harmful event.⁶ The approach in the Draft Agreement is related to the basic system of the Brussels Convention on Jurisdiction and Recognition and Enforcement of Judgements in Civil and Commercial Matters, 1968, and in some respects extends its application (see below). Under the Brussels Convention (and the EU Regulation) the general position is that a person domiciled in a Member State is to be sued in the courts of that State; in the case of a person not so domiciled, the jurisdiction of the court of a Member State is determined by the law of that State (Articles 2, 4). However, in matters relating to tort (*inter alia*), a person domiciled in a

25, 2003) (defendant distributing file-sharing program had no control over use of program: held, no contributory infringement (under appeal)).

⁵ See the *Kazaa BV v. BUMA/STEMRA* case in the Netherlands (note in [2002] EIPR N-130), where on March 28, 2002 the Amsterdam Court of Appeals found that the defendant was not liable in respect of third party use of its file sharing software (the possibility of control of the use of the software apparently being regarded by the Court as different from that in the *Napster* case): upheld on appeal to the Netherlands Supreme Court, December 19, 2003. Other cases in this area are pending in the United States.

⁶ The question of identifying the location of the harmful event brings its own problems: under the Draft Agreement, this will be determined according to the law of the country where it is alleged the harmful event occurred or may occur: this may include the place where the initial act takes effect: cf. for example *Bier BV v. Mines des Potasse d'Alsace SA* [1976] E.C.R. 1735 (ECJ) (phrase "harmful event" covers both the place where the damaged occurred and (if different) the place of the event giving rise to it), and the *Yahoo* case in France (TGI Paris, Ordonnance of 22 May 2000: see also Ordonnance of 20 November 2000) (case concerning access to a foreign website: court referred to Article 46 of the *Nouveau Code de la Procédure Civile*, providing for jurisdiction at the place of residence of the defendant, at the place of the occurrence of the tortious act, or where the loss was suffered).

Member State may be sued in another Member State in respect of a harmful event which occurred or may occur in that other State (Article 5(3)).

It is not realistic at this stage simply to propose that the court of a Party to the Agreement will have jurisdiction wherever the infringing act is committed and whoever commits it. The Draft Agreement has a “*point de départ*” based on the Convention principles, and may be summarised as follows.

The system of the Draft Agreement

The situations where the defendant is present (e.g. resident or domiciled) in the Member State where the action is brought, and where the defendant is not present in such State, together with the location of the harmful event must be taken into consideration (harmful event being defined as an event constituted by infringement of a relevant right or by the damage resulting from such infringement).

Four separate cases may be involved in questions of jurisdiction:

- (1) harmful event in the Member State where action is brought;
- (2) harmful event in Member State other than that in which the action is brought;
- (3) harmful event in non-Member State; and
- (4) harmful event in places which are outside the jurisdiction of any State (the area of these places is here called “extraterritorial”).

The Draft Agreement proposes jurisdictional rules as to cases (1) and (2) but national law will decide jurisdictional questions as regards cases (3) and (4). With regard to all four cases, rules under treaties binding a Member State and a non-Member State apply, and all Member States will be subject to the obligations of the Protocol on Space Copyright Law and Extraterritorial Exploitation of Protected Material.

Briefly, the proposal in the Draft Agreement is that a person who is present in a Member State may be sued in that State in respect of a harmful event which occurred or may occur in that State or in another Member State, and a person who is not present in the Member State in which a harmful event has occurred or may occur may be sued

in that State in respect of such harmful event or its threatened occurrence. Thus the basic approach of the Brussels Convention is maintained, but extended to permit the suing of a defendant, wherever that defendant is present, in respect of harmful events caused or threatened by the defendant in the Member State where action is brought. It is thought that the extension (as compared to the Brussels Convention and the EU Regulation) will be acceptable, in accordance with national laws allowing service of process on defendants who are outside the jurisdiction.

A matter of particular importance needs resolution in the area of *lis pendens* and related actions. A system needs to be evolved whereby in the case, for instance, of infringements arising in several countries from the same act of unauthorised “making available” on the Internet, an action covering the infringements in all Member States can be initiated in one Member State, to avoid multiplicity of actions and to increase the effectiveness of the hearing and eventual enforcement of orders.⁷ Article 9 of the Draft Agreement awaits the insertion of a proposal in this respect, following comments on and further study of this question.

As far as subject matter jurisdiction is concerned, the relevant courts may hear and determine actions for infringement or threatened infringement of rights, and all matters pertaining to such actions.

As far as acts taking place in territories outside Member States are concerned, several areas may be identified, namely:

- (1) territories of non-Member States;
- (2) places on or near Earth and outside the jurisdiction of States (e.g. the high seas); and
- (3) Space.

As to area (1), Member States may be bound by treaties with non-Member States, and here the obligations of the international commitment will be applied at the national level. In the Draft Agreement and its Protocols, areas (2) and (3) are, as indicated above,

⁷ See in this connection the system outlined in B1 Draft International Copyright Code.

classed as “extraterritorial”, and the provisions of the Draft Protocol on Space Copyright Law and Extraterritorial Use of Protected Material will apply to infringing consequences of acts taking place in these areas.

It is hoped that, in this difficult field, the proposals in the Draft Agreement will at least identify the problems to be solved, and, it is hoped, provide approaches for solution of these problems.

Chapter 3: Applicable law

Article 3 proposes the application of the law of the country where the harmful event occurred or may occur, in order to determine authorship, initial ownership, subsistence and infringement of rights, and term of protection. In the US case *Itar Tass Russian v Russian Kurier Inc.* 153 F.3d 82 (2nd Cir 1998) it was held that reference should be made to the law of the country of origin of the work in order to determine the question of initial ownership of the copyright of the works in suit. Courts in other countries might not adopt the same approach. In the United Kingdom, for instance, it seems clear that a person’s claim to be the author of a work would be judged according to the principles of UK law: thus, for instance, it is thought that a cameraman who was recognised as an author of the film work in Germany would not, in an action in the UK for alleged infringement of copyright in the UK, be so recognised. What would be decided as regards employee works remains to be seen, as does the answer to the question whether all countries would accept the reference to the law of the country of origin in this area. In order to provide flexibility, the Draft Agreement proposes that reference to the law of the country where the harmful event of which complaint is made occurred or may occur should be determinative, so that, for instance, if the forum is the United Kingdom and the place of the harmful event is France, French law will determine the question of initial ownership, etc. The adoption of this solution, however, would mean that a person who is the initial owner of a copyright in Country A (for instance, in the US, by virtue of the “work made for hire” provisions) could not (without appropriate contractual provisions) validly license or assign the copyright in the work as regards a country where the employee is the initial owner of the rights (subject to contract) as in the *Itar Tass* case. The alternative could be for a universally accepted rule that the law of the country of origin of the work determines initial ownership. The proposal offered

by Article 3 of the Draft Agreement must therefore be regarded as provisional and at Queen Intellectual Property Research Institute a Seminar is envisaged at which the issue will be the subject of special study: see Workshops and Conferences.

Chapter 4: Recognition and Enforcement of Judgements

Broadly speaking the provisions of the Dreyfuss/Ginsburg draft Principles (and draft Convention), the Hague draft and the EU Regulation are followed, but an extra provision is added to the grounds for refusal of recognition or enforcement of judgements, namely incompatibility with the copyright or related rights law of the addressed State: Article 15(b) sets out cases which the court may consider would constitute incompatibility in this regard.

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(b) Text

DRAFT INTERNATIONAL COPYRIGHT PROTECTION AGREEMENT

[Version of February 9, 2004]

Recitals

The States Parties to this Agreement, considering that

- R1. Current problems in the field of copyright, related rights and separate classification rights pose a number of issues in the field of private international law (including those concerning jurisdiction, applicable law and recognition and enforcement of judgments), interpretation of certain provisions of the relevant international instruments, extraterritorial creation and use of protected material and limitation of liability of service providers,
- R2. Solutions to the said issues should be formulated on an international basis,
- R3. The Parties seek common rules in connection with the said issues,
- have agreed as follows.

CHAPTER 1 - GENERAL

Article 1 Definitions

In this Agreement the following terms bear the meanings respectively ascribed to them as follows:

addressed court: the nominated court competent to enforce a judgment by a rendering court.

harmful event: an event constituted by the infringement of a copyright, related right or separate classification right or by the damage resulting from such infringement.

infringement, infringe and infringing embrace the doing or facilitating the doing of an act which breaches or threatens to breach copyright, related rights or separate classification rights.

Member State: a State which is Party to this Agreement.

nominated court: the respective court nominated by a Member State to hear and determine matters arising under this Agreement, whether as a rendering court or as an addressed court.

rendering court: the nominated court rendering a judgement.

rights means rights embraced by copyright, related rights or separate classification rights (being as regards separate classification rights the *sui generis* rights of makers of semiconductor topographies and databases).

subject matter: material of a category protected by copyright, related rights or separate classification rights, including authors' works, performances,

phonograms, moving image recordings, wireless and cable (wire) transmissions, inaugural editions, semiconductor topographies and databases.

Article 2 Parties to and scope of the Agreement

Any State may become Party to this Agreement.

Article 3 Implementation of the Agreement

The Parties agree that, on becoming bound by this Agreement, they will put into force in their respective national laws the provisions necessary to give effect to this Agreement and its Protocols, in so far as such provisions are not already part of such laws.

Article 4 Other provisions

[.....]

CHAPTER 2 – JURISDICTION

Article 5 Jurisdiction of nominated courts

The nominated courts shall have jurisdiction to hear and determine actions for infringement of rights, and all matters pertaining to such actions.

Article 6 Jurisdictional rules⁸

- (a) In actions for infringement of rights, and on fulfilment of the respective national rules on service of process:
- (i) a person who is present in a Member State may be sued in the nominated court of that State, in respect of a harmful event which occurred or may occur in that State or another Member State; and
 - (ii) a person who is not present in the Member State in which a harmful event has occurred or may occur may be sued in the nominated court of that State in respect of such harmful event or its threatened occurrence.

⁸ Cf. DG Arts.2, 5; HCD Arts.3, 10; EU Reg, Arts.2, 3, 4, and 5(3).

- (b)
 - (i) A person who is domiciled or resident in a Member State is present in that State.
 - (ii) A person may be held to be present in a Member State by doing business in that State, or by there doing other acts having a substantial connection with that State, whether such business or acts are done by that person directly or through that person's agent or through a subsidiary which that person owns or controls.
 - (iii) The question whether a person is present in a particular Member State shall be determined by the law of that State.
- (c) The question whether a harmful event occurred or may occur in a particular Member State shall be determined by the law of that Member State.
- (d) In cases not covered by paragraph (a) above, and subject to the provisions of the Protocol on Space Copyright Law and Extraterritorial Use of Protected Material, the jurisdiction of the courts of each Member State shall be determined by the law of that State.
- (e) Any infringing consequence of an act which is a relevant extraterritorial act within the meaning of the Protocol on Space Copyright Law and Extraterritorial Use of Protected Material constitutes a harmful event for the purposes of this Agreement.

Article 7 *Forum non conveniens*

Subject to binding jurisdictional rules, a nominated court may in appropriate circumstances decline jurisdiction where it considers that another forum is more appropriate as the place of the trial.⁹

⁹ Cf. DG Art.13; HCD Art.22.

Article 8 Powers of nominated courts

Judgements of nominated courts include decisions or declarations, and interlocutory or final orders in the form of:

- (a) injunctions ordering the defendant to take or desist from any action or any threatened act in any country;
- (b) orders for the seizure, destruction or disposal of infringing material or of material associated with such material, wherever located;
- (c) orders for payment of damages wheresoever and howsoever caused;
- (d) orders for the giving of indemnities;
- (e) orders for payment of costs and security therefor;
- (f) orders requiring disclosure of identity of persons involved in activities which are the subject of an infringement action;
- (g) any other orders which the court considers just in the circumstances of the case.

Article 9 Other provisions

[Including provisions concerning several defendants, prorogation of jurisdiction, *lis pendens* and determination of residence.]

CHAPTER 3 – APPLICABLE LAW**Article 10 Determination of rights**

In determining questions of authorship, initial ownership of rights, subsistence, infringement and duration of rights, the nominated court shall apply the law of the country where the harmful event of which complaint is made occurred or

may occur, and if the place where the act of which complaint is made occurred or may occur is not in the territory of a Member State or of a non-Member State, the provisions of the Protocol on Space Copyright Law and Extraterritorial Use of Protected Material apply.

Article 11 Limitations

In considering questions of limitations of liability for infringement of rights, the nominated court shall apply the law of the country in which the harmful event of which complaint is made occurred or may occur, subject to the provisions of this Agreement and its Protocols.

Article 12 Contract

In determining questions of contract concerning the granting or exercise of rights, a nominated court shall, pending agreement between the Parties, apply those rules which it considers appropriate, having regard to relevant national, regional and international rules.

CHAPTER 4 - RECOGNITION AND ENFORCEMENT OF JUDGMENTS¹⁰

Article 13 Recognition of judgments

A judgement given by a nominated court in pursuance of the jurisdiction defined in Articles 5 and 6 shall be recognised in the nominated courts of the other Parties without any special procedure being required.¹¹

Article 14 Enforcement of judgments

A judgment given and enforceable in a Member State shall, subject to the provisions of this Agreement, be enforced in another Member State in accordance with any applicable rules as to formalities.

Article 15 Grounds for refusal of recognition or enforcement of judgment¹²

¹⁰ See generally DG Chapter 2; HCD Arts.23-28; EU Reg, Chapter 3. The following footnote references do not cover all the provisions of these instruments in this area.

¹¹ Cf. DG Art.16; HCD Art.25; EU Reg, Art.33(1).

- (a) Recognition or enforcement of a judgment may be refused if:
- (i) proceedings between the same parties and having the same issues are pending before the addressed court;
 - (ii) the judgment is inconsistent with a judgment rendered, either in the addressed court or in the nominated court of another State, provided that in the latter case the judgment is capable of being recognised or enforced in the State of the addressed court;
 - (iii) the judgement results from proceedings incompatible with fundamental principles of procedure of the State of the addressed court, including the right of each Party to be heard by an impartial and independent court;
 - (iv) the document which instituted the proceedings or an equivalent document was not notified to the defendant in sufficient time and in such a way as to enable him to arrange for his defence, unless the defendant entered an appearance and presented his case without contesting the matter of notification in the rendering court, provided that the law of that court permits objection to the matter of notification and the defendant did not object;
 - (v) the judgment was obtained by fraud in connection with a matter of procedure;
 - (vi) recognition or enforcement would be manifestly incompatible with the public policy of the State of the addressed court;
 - (vii) recognition or enforcement would be manifestly incompatible with the copyright or related rights law of the State of the addressed court;
 - (viii) in respect of an award of damages for acts committed in the State of the addressed court, the amount awarded is unreasonable and not in conformity with the relevant principles of the law of that State.

- (b) The grounds on which the addressed court may find that recognition or enforcement would be manifestly incompatible with the copyright or related rights law of the State of the addressed court include cases where a different result would have been achieved:
- (i) where the item of subject matter recognised by the rendering court as protectable is not of a category of subject matter protected by the copyright or related rights law of the State of the addressed court;
 - (ii) because of failure to fulfil the criterion of fixation where this is required by the relevant law of the State of the addressed court;
 - (iii) where the test of originality applied by the rendering court was based on a principle not recognised by the relevant law of the State of the addressed court;
 - (iv) where an economic or moral right recognised by the rendering court is not recognised under the relevant law of the State of the addressed court;
 - (v) if the rendering court had applied a limitation or exception applicable under the law of the State of the addressed court;
 - (vi) where the term of protection of the item of subject matter in suit has expired according to the relevant law of the State of the addressed court, or where such item has never been protected by such law in that State.
- (c) An addressed court may stay proceedings for enforcement of a judgment if an ordinary appeal against the judgment has been lodged.¹³

Article 16 Review

Without prejudice to the provisions of this Chapter, there shall be no review of the merits of the judgment of the rendering court.¹⁴

Article 17 Other provisions

¹³ Cf. EU Reg, Art.37.

¹⁴ Cf. EU Reg, Art.36; HCD Art.28(2).

[Including provisions concerning formalities, certificates and authenticity.]

CHAPTER 5 – ADDITIONAL PROVISIONS

Article 18 Relationship with other instruments

This Agreement shall not affect any international or regional conventions, treaties, agreements or other instruments by which any Party or Parties are bound, and which, in relation to particular matters, govern jurisdiction or the recognition and enforcement of judgments¹⁵, or applicable law.

Article 19 Other provisions

[Including provisions concerning notification of names, addresses, etc. of nominated courts.]

CHAPTER 6 – ADMINISTRATIVE AND FINAL PROVISIONS

Article 20 Dispute settlement

The Parties shall agree procedures for the settlement of disputes between them as to the interpretation and application of this Agreement.

Article 21 Protocols to the Agreement

The Protocols to this Agreement bind the Parties to the Agreement.

Article 22 Other provisions

[Including provisions concerning entry into force of the Agreement, transitional provisions, languages and administering office, etc.]

¹⁵ Cf. EU Reg, Art.71.

(Draft Protocols on Interpretation of the WIPO Treaties 1996, Space Copyright Law and Extraterritorial Use of Protected Material and Limitation of Liability of Service Providers follow.)

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