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### Comments on the September 6, 2023 Draft of a WIPO Broadcasting Treaty, the Definitions, Scope of Application, National Treatment and Formalities

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# Comments on the September 6, 2023 Draft of a WIPO Broadcasting Treaty, the Definitions, Scope of Application, National Treatment and Formalities

*James Packard Love<sup>1</sup>*

## ABSTRACT

The World Intellectual Property Organization (WIPO) is evaluating a proposal for a new treaty that provides rights to broadcasting organizations. The negotiations began in 1997<sup>2</sup> and are currently taking place in the Standing Committee on Copyright and Related Rights (SCCR). On September 6, 2023, the WIPO Secretariat published a revised draft text prepared by the SCCR Chair, SCCR Vice-Chairs and facilitators. This article looks at certain elements of the draft concerning the definitions, scope of application, national treatment and formalities. Objections to the text focus on several draft definitions and the scope of application on the grounds that (1) very broad categories of information transmissions are defined as broadcasting and broadcast programmes, including information not disseminated through traditional radio or television mediums, and (2) that point-to-point transmissions, as opposed to point-to-multipoint transmissions, are inappropriately considered broadcasting. The draft text clearly extends the broadcaster right to transmissions of works in the public domain, licensed under Creative Commons or similar licenses, or even works infringed by the broadcaster. The draft treaty text Article on National Treatment includes a dangerous upward ratchet on broadcaster's rights, particularly as regards conflicts between the rights of authors, performers and audiences, on the one hand, and broadcasting organizations on the other. The conditions on formalities are unnecessarily restrictive. Alternatives are proposed for some sections of the draft text to narrow the types of transmissions and activities covered by the treaty. This comment does not discuss the default rights or limitations and exceptions to those rights, a topic that will be addressed in a subsequent paper.

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<sup>1</sup> Knowledge Ecology International, MPA, MA. Manon Anne Ress, Thiru Balasubramaniam, Claire Cassidy and Arianna Schouton provided helpful comments on an earlier draft. Submitted October 26, 2023.

<sup>2</sup> For background on the negotiation, see: Love, James, "The Trouble With the WIPO Broadcasting Treaty" (2023). Joint PIJIP/TLS Research Paper, Series. 85. <https://digitalcommons.wcl.american.edu/research/88>

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## INTRODUCTION

This article comments on the most recent version of the proposed treaty for broadcasting organizations, SCCR/44/3.

Knowledge Ecology International's (KEI) primary concerns with SCCR/44/3 discussed in this note are that the definitions of broadcasting and protected programmes are too broad, stored programmes are not broadcasts and should be excluded, the article on national treatment includes an inappropriate upward ratchet of broadcasters' rights and the article on formalities is too restrictive.

KEI will later publish a memorandum outlining our views on the default rights and the Article on limitations and exceptions.

The following are discussions involving Articles 2, 3, 5 and 14 of SCCR/44/3, including questions, comments and recommendations.

### **I. DEFINITIONS OF BROADCASTING, BROADCASTING ORGANIZATIONS, PROGRAMME AND PROGRAMME-CARRYING SIGNAL**

#### **A. THE DEFINITION OF BROADCASTING IN ARTICLE 2(A) SHOULD BE LIMITED TO POINT-TO-MULTIPOINT TRANSMISSIONS**

The proposed definition of broadcasting in SCCR/44/3 in Article 2(a) is overly broad.

#### **Article 2 Definitions**

(a) "broadcasting" means the transmission by any means, including by wire or wireless means, for reception by the public of a programme-carrying signal; 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;

The proposed definition includes transmission of a programming signal, "by any means . . . for reception by the public," including both wired and wireless transmission, and encrypted signals that require passwords. What the definition does not say is that broadcasting is a one-to-many transmission, sometimes referred to as point-to-multipoint, and broadcasting is not a one-to-one or point-to-point transmission.

The Britannica definition is more consistent with the common understanding of what broadcasting means:

“Broadcasting, electronic transmission of radio and television signals that are intended for general public reception, as distinguished from private signals that are directed to specific receivers.”<sup>3</sup>

The treaty defines broadcasting in such a way that any transmission, including between one sender and one receiver, through a private encrypted network, is included.

### *Suggested alternative definition of broadcasting*

The following is an alternative and more accurate way to define broadcasting:

- Broadcasting, in the context of communication networks, refers to the transmission by any means, including by wire or wireless means, for reception by the public of a programme-carrying signal, from a single source point to multiple recipient points simultaneously. This is in contrast to point-to-point transmission, where information is sent from one source point to one specific recipient point or non-simultaneous transmissions.

See Annex 1: Broadcasting compared to point-to-point communications

B. THE DEFINITION OF A PROGRAMME IN ARTICLE 2(C) SHOULD BE LIMITED TO  
AUDITORY AND AUDIOVISUAL CONTENT ORIGINALLY CONCEPTUALIZED FOR  
DISSEMINATION THROUGH RADIO OR TELEVISION MEDIUMS

In SCCR/44/3, a programme is defined to include both live or recorded material, and any “material consisting of images, sounds, or both, or representations thereof.”

#### **Article 2 Definitions**

(c) “programme” means live or recorded material consisting of images,

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<sup>3</sup> <https://www.britannica.com/technology/broadcasting>, accessed October 25, 2023.

sounds or both, or representations thereof;

What does this include? Or more important, is anything excluded? Here are examples of information distributed over the radio, television, or the Internet that seem to fit that definition:

1. Video
2. Streaming video of playing computer games on Twitch
3. Interactive online computer games with more than one player
4. Music
5. Photos
6. Emails
7. PDF files
8. Web pages
9. Podcasts
10. Bond prices
11. Statistics and other ancillary material from sporting events
12. Profiles of actors
13. Election results
14. Genealogy records
15. Court decisions
16. Web streaming of government proceedings
17. SEC filings
18. Powerpoint presentations
19. Facebook pages
20. Facebook Live
21. Twitter/X “for you” stream, spaces
22. Zoom, Teams, WhatsApp chats

Instead of “material consisting of images, sounds or both, or representations thereof,” a programme could be defined more narrowly, to be consistent with the types of transmissions negotiators think the treaty is about.

*Suggested definition of programme*

The definition for a broadcast programme could describe content that is suited for both radio and television when streamed over the Internet.

- “programme” means live or recorded material, either auditory or audiovisual, originally conceptualized for dissemination through radio or television mediums. This content, which may include but is

not limited to talk shows, music, news, sporting events, interviews, dramas, documentaries, and other entertainment or informative segments, is designed for simultaneous consumption by the public."

This definition emphasizes the content's nature and original design for radio or television.

C. THE DEFINITION OF A PROGRAMME-CARRYING SIGNAL IN ARTICLE 2(B) SHOULD NOT REFERENCE "ANY SUBSEQUENT TECHNICAL FORMAT"

The phrase "any subsequent...format" may be interpreted to imply that fixation rights are persistent.

**Article 2 Definitions**

(b) "programme-carrying signal" means an electronically generated carrier, as originally transmitted and in any subsequent technical format, carrying a programme;

At what point is signal protection no longer really about a signal, but a layer of post-fixation rights? It would be more clear that there are no post-fixation rights and if the unnecessary reference to "any subsequent technical format" is eliminated.

*Suggested definition of programme-carrying signal*

The following definition could provide clarity to the term "programme-carrying signal":

- "programme-carrying signal" means an electronically generated carrier carrying a programme;

D. QUESTION REGARDING ARTICLE 2(E): DOES THE BROADCAST ORGANIZATION HAVE TO ASSEMBLE A PROGRAM THAT BENEFITS FROM THE PROTECTION, OR JUST SCHEDULE ITS LINEAR BROADCAST?

This proposed definition includes any legal entity that "takes the



initiative and has the editorial responsibility for . . . assembling and scheduling” . . . a linear programme-flow.”

(e) “broadcasting organization” means the legal entity that takes the initiative and has the editorial responsibility for broadcasting, including assembling and scheduling the programmes carried on the signal; the programmes of a broadcasting organization form a linear programme-flow;

In the early versions of the broadcast treaty, there was a requirement that the organization have a television or radio license, somewhere. In recent versions, this has been eliminated, and as a consequence, any legal entity can qualify, as long as the entity has a responsibility for “assembling and scheduling the programmes” and the signal forms “a linear programme-flow.”

*Question Regarding Article 2(e)*

There are significant differences between assembling a programme and scheduling a broadcast in a linear programme-flow. Do qualifying broadcast organizations have to do both, and do they have to do it for every qualifying programme they broadcast, or only for some streamed content?

See ANNEX 2: Assembling a Programme.

II. THE PROPOSED SCOPE INCLUDES ON-DEMAND TRANSMISSIONS, WORKS IN THE PUBLIC DOMAIN, SUBJECT TO CREATIVE COMMONS OR SIMILAR LICENSES, AND EVEN INFRINGING WORKS

A. “ACCESS TO THE STORED PROGRAMMES IN SUCH A WAY THAT MEMBERS OF THE PUBLIC MAY ACCESS THEM FROM A PLACE AND AT A TIME INDIVIDUALLY CHOSEN BY THEM” IS NOT BROADCASTING BUT IS INCLUDED IN ARTICLE 2(H), ARTICLE 3(2) AND ARTICLE 8

The proposed definition of “stored programmes” in Article 2(h) and Article 8 on the transmission of stored programmes, both refer to “programmes that a stored in such a way that members of the public may access them from a place and at a time individually chosen by them” without an obligation that the programmes were ever broadcast point to multipoint in a linear schedule.

The definition in Article 2(h), the scope of application in Article 3(2) and the right to prohibit in Article 8 radically expand the scope of the Treaty to acts that have nothing to do with broadcasting, and given the definition of a programme in Article 2(c), brings in much of what is now available on web pages or otherwise available from on-demand services.

### **Article 2 Definitions**

(h) “stored programmes” means programmes, for which a broadcasting organization has acquired the transmission right with the intention of including them in its linear transmission, or which have originally been transmitted by a broadcasting organization, which are kept by the original broadcasting organization in a retrieval system, from which they can be transmitted for the reception by the public, including providing access to the stored programmes in such a way that members of the public may access them from a place and at a time individually chosen by them.

### **Article 3 Scope of Application**

(2) The provisions of this Treaty shall apply as well to the protection of programme-carrying signals of the broadcasting organizations used in their transmissions when providing access to the public to the stored programmes of the broadcasting organizations.

### **Article 8 Transmission of Stored Programmes**

Broadcasting organizations shall enjoy a right to prohibit the unauthorized acts referred to in Articles 6 and 7 in respect of the transmission to the public by any means of the programme-carrying signal used when they provide access to the public to their stored programmes, including providing access to the stored programmes in such a way that members of the public may access them from a place and at a time individually chosen by them.

B. ARTICLE 3(5) OF THE SCOPE OF APPLICATION PROVIDES THAT THE BROADCASTER RIGHTS WILL APPLY EVEN TO WORKS IN THE PUBLIC DOMAIN OR SUBJECT TO CREATIVE COMMONS LICENSES, AND EVEN WORKS INFRINGED BY BROADCASTING ORGANIZATIONS

It is not clear what the first sentence of Article 3(5) means. The second sentence means the broadcaster right will apply to works in the public domain, works that have a Creative Commons or other access expanding public license, or even works that infringe on a copyright.

During the SCCR negotiations on the Broadcast Treaty, broadcasters have been clear that they expect the broadcaster right to protect the distribution of works in the public domain. There has been less discussion of cases where the broadcaster is transmitting infringing works or where limits on access are contrary to a Creative Commons or similar license.

**Article 3 Scope of Application**

(5) The protection granted under this Treaty does not extend to works and other protected subject matter carried by the programme-carrying signals. The protection granted under this Treaty is independent of the copyrightability of the subject matter carried by the programme-carrying signal.

III. NATIONAL TREATMENT

A. ARTICLE 5(2) ON NATIONAL TREATMENT PROVIDES AN UNWANTED UPWARD RATCHET OF RIGHTS FOR BROADCASTERS

**Article 5 National Treatment**

(1) A Contracting Party shall accord to broadcasting organizations that are nationals of other Contracting Parties the treatment it accords to the broadcasting organizations that are its own nationals with regard to the rights and the protection provided for in their domestic legislation.

(2) A Contracting Party shall be entitled, in respect of nationals of any other Contracting Party, to limit obligation under paragraph (1), on the

rights and the protection of broadcasting organizations, to the extent to which the latter Contracting Party grants such rights and protection to the nationals of the former Contracting Party.

The second paragraph in Article 5 on National Treatment allows parties to limit the rights of foreign broadcasters to the rights they have in their home country, a provision similar to the Beijing Treaty on Audiovisual Performances, but unlike most copyright and related rights agreements.

The drafters of 5(2) want an incentive to harmonize toward the most expansive rights for broadcasters. One example of this dynamic was the series of extensions of copyright terms from 50 to 70 years, where the EU moved first for some rights, followed by the US, but covering more rights, and the EU followed to raise the term for those rights too. Now the extended monopoly imposes a tax on performers and other users, and contributes to the horrible orphan works problem.

See below ANNEX 3: National Treatment in selected copyright and related rights treaties.

#### *Suggested edit to Article 5 National Treatment*

- Article 5 National Treatment
  - (1) A Contracting Party shall accord to broadcasting organizations that are nationals of other Contracting Parties the treatment it accords to the broadcasting organizations that are its own nationals with regard to the rights and the protection provided for in their domestic legislation.
  - ~~(2) A Contracting Party shall be entitled, in respect of nationals of any other Contracting Party, to limit obligation under paragraph (1), on the rights and the protection of broadcasting organizations, to the extent to which the latter Contracting Party grants such rights and protection to the nationals of the former Contracting Party.~~

#### IV. FORMALITIES

##### A. THE CONDITIONS ON FORMALITIES IN ARTICLE 14 ARE TOO RESTRICTIVE

Article 14 provides a narrow option for formalities, to require the programme-carrying signal to include “appropriate information to identify the broadcasting organization.”

**Article 14 Formalities**

The exercise and enjoyment of the right and protection provided in this Treaty shall not be subject to any formality, except that Contracting Parties may, as a condition of protecting broadcasting organizations under this Treaty, require in their domestic law that the programme-carrying signal carries appropriate information to identify the broadcasting organization.

In contrast, the Rome Convention provides no restrictions on the use of formalities for broadcasting rights, and the TRIPS Agreement specifically allows World Trade Organization (WTO) members to require formalities as a condition of the acquisition or maintenance of five categories of intellectual property rights including: Trademarks, Geographical Indications, Industrial Designs, Patents and Layout-Designs (Topographies) of Integrated Circuits.

**WTO TRIPS PART IV**

**Article 62 Acquisition and Maintenance of Intellectual Property Rights and Related Inter-Parties Procedures**

1. Members may require, as a condition of the acquisition or maintenance of the intellectual property rights provided for under Sections 2 through 6 of Part II, compliance with reasonable procedures and formalities. Such procedures and formalities shall be consistent with the provisions of this Agreement.

*Suggested language on formalities*

Article 14 should be modified to be more consistent with the approach in Article 62 of the TRIPS Agreement.

- ~~The exercise and enjoyment of the right and protection provided in this Treaty shall not be subject to any formality, except that Contracting Parties may, as a condition of protecting broadcasting organizations under this Treaty, require in their domestic law that the~~

~~programme-carrying signal carries appropriate information to identify the broadcasting organization compliance with reasonable procedures and formalities.~~

## V. REFLECTIONS ON ARTIFICIAL INTELLIGENCE, ANCILLARY INFORMATION, AND METADATA

### A. GENERATIVE AI

Today policy makers and stakeholders are engaged in deep reviews over the appropriate policies for intellectual property as it relates to generative Artificial Intelligence (AI) services.<sup>4</sup> Any rights of fixation and particularly post-fixation rights, as well as decisions on the definitions of broadcasting organizations, programmes, programme-carrying signals, the scope of the broadcaster right and the restrictions on formalities will be consequential as regards the training of AI services and the protections of outputs, and so far, has not been discussed at the WIPO SCCR.

### B. ANCILLARY INFORMATION

The rapidly evolving technologies for Internet transmissions feature greater uses of access to ancillary information and services, and interactions with audiences. Streamed live sporting events feature access to both live and historical statistics, profiles of players, betting odds, commentary in

<sup>4</sup> <https://copyright.gov/ai/>; Will Bedingfield, Hollywood Writers Reached an AI Deal That Will Rewrite History, *Wired*, September 27, 2023; <https://www.wired.com/story/us-writers-strike-ai-provisions-precedents/>; 8th WIPO Conversation on Generative AI's Impact on Intellectual Property, September 22, 2023. [https://www.wipo.int/about-ip/en/frontier\\_technologies/news/2023/news\\_0002.html](https://www.wipo.int/about-ip/en/frontier_technologies/news/2023/news_0002.html); Artificial Intelligence & Copyright, Australian Copyright Council, 16 May 2023, ISBN : INFO142; EU AI Act: first regulation on artificial intelligence, June 14, 2023. <https://www.europarl.europa.eu/news/en/headlines/society/20230601STO93804/eu-ai-act-first-regulation-on-artificial-intelligence>; Nishimura & Asahi (Gaikokuho Kyodo Jigyō), “Legal Issues in Generative AI under Japanese Law - Copyright,” *Lexology*, July 11, 2023, <https://www.lexology.com/library/detail.aspx?g=68d490a1-3021-4040-afdd-90ae8fa69337>; Artificial Intelligence and Data Act, Modified September 27, 2023. <https://ised-isde.canada.ca/site/innovation-better-canada/en/artificial-intelligence-and-data-act>; Fight brews on AI copyright law, as unions say big tech must pay to train AI, while Google, Microsoft ask for exemptions, *ABC AU*, August 2, 2023, <https://www.abc.net.au/news/2023-08-03/fight-brews-on-ai-copyright-unions-say-big-tech-must-pay/102677032>; 2023; Pin-Ping Oh, “Copyright Protection for AI-Generated works in Singapore: Change is in the air,” *Bird & Bird*, August 1, 2022; <https://www.twobirds.com/en/insights/2022/singapore/copyright-protection-for-ai-generated-works-in-singapore>; James Love. “We Need Smart Intellectual Property Laws for Artificial Intelligence: “One-size-fits-all” regulation will sideline medical and research benefits promised by the advent of artificial intelligence,” *Scientific American*,” August 7, 2023.

multiple languages, closed captions, social media chats and many other items. Movie streaming services offer profiles of actors and directors, backstories and sometimes the choice of endings. Recorded music streams can include lyrics to songs, metadata on performers and authors, calendars and links to ticket sales for live concerts. News organizations and individual journalists, researchers or other influencers with their own subscription services provide links to upload user generated content. It is a mistake and foolish to extend the broadcaster rights to broad categories of information transmitted over the Internet, particularly without active participation from the organizations providing the most innovative services (not the broadcasters) and taking into account serious audience concerns.

### C. METADATA AND FORMALITIES

The discussions over copyright and generative artificial intelligence often include intense debates over the use of copyrighted works and data to train AI models, and the use of AI-generated data as regards the granting of copyright protections. The training data discussions often focus on demands for credit/attribution, consent, and compensation.<sup>5</sup> In all of these areas, better metadata on copyrighted works and data is useful. Any unnecessary restrictions of formalities are unwise at a moment when policy makers are taking a fresh look at the role of metadata to address other policy objectives on the regulation of generative AI.

## VI. CONCLUDING COMMENTS

The negotiations on a broadcast treaty began more than 25 years ago, motivated by two concerns, (1) that traditional television and radio broadcasters wanted new tools to deal with the unauthorized use of their transmission (signal piracy), and (2) they wanted new economic rights. The primary argument that broadcasters advanced regarding signal piracy was that in some countries some live events were not protected under copyright or existing related rights or telecommunications laws (although evidence of that was lacking), and more compellingly, that in some countries, broadcasters lacked standing in court to block unauthorized uses of their transmissions. Traditional broadcasters originally wanted to be the only beneficiary of any new broadcaster rights and were divided on whether those rights need to be extended to Internet transmissions. In those early negotiations, broadcasters had considerable support from WIPO member states for narrow measures to address signal piracy, but considerable opposition to the granting of economic rights for content that broadcasters did not create, own, license, or remunerate, and in some cases, infringed.

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<sup>5</sup> Ibid.

Over time, the aspirations of broadcasters and the views of WIPO member states have evolved. Broadcasters now are asking that any new broadcaster rights apply to a much broader set of transmissions, including those that originate on computer networks, including ancillary materials available from web pages and other digital platforms, and are available at the place and timing chosen by viewers (on-demand services). There is no longer a request that the broadcaster rights be limited in any way to traditional broadcasters or traditional broadcasts, all stakeholders and negotiators are focused on the implementation of the rights on the Internet or other digital transmissions.

As the Broadcaster Treaty is seen by some as an update of the rights in the Rome Convention, it is useful to reflect on the changes in technology. In 1961, broadcasting was something involving unencrypted analogue transmissions available to anyone in antenna range with a television or radio receiver. It was not possible to enter into contracts with the viewers/listeners or to exclude them. Broadcasting involved some capital outlays, and broadcasters often had public service obligations in return for broadcast licenses.

Today, anyone with a smartphone and an Internet connection can be a broadcaster and have the tools to encrypt signals in order to enable or block access, enter into contracts with audiences, and monetize services through advertisements or fees. Because of the high-quality and ease of making high quality copies of digital transmission, and the ease of reusing content, there are far more reuses of Internet content than was the case for analog television or radio broadcasts. “Going viral” is often seen as a success by creators of content.

There is no shortage of investment in Internet streaming or other platforms to distribute and share digital content. Earlier concerns over the piracy of recorded music or motion picture DVDs have largely disappeared with the current dominance of subscription services such as Spotify, Netflix, or their many competitors. Live events, including sports, concerts and computer gaming, are already widely available on Internet-only platforms, in a variety of different business models. Content creators are inventing and testing new and creative ways of combining audiovisual content with images, data, text and interactive communications with audiences.

Now is not the time to impose on a broad set of Internet content providers and audiences radical new rules that give very loosely defined broadcasting entities a layer of post-fixation rights on the content they do not create, own, license or remunerate, or in some cases infringe.

The comments in this paper have focused on certain definitions and articles of the scope, national treatment and formalities that present risks that the treaty will create thickets of unneeded and unwanted rights, not for and at the expense of the persons and entities that create or receive content.



## ANNEX 1: BROADCASTING COMPARED TO POINT-TO-POINT COMMUNICATIONS

Broadcasting, in the context of communication networks, refers to the transmission of information from a single source point to multiple recipient points simultaneously. This is in contrast to point-to-point transmission, where information is sent from one source point to one specific recipient point.

### **KEY CHARACTERISTICS OF BROADCASTING**

#### *1. One-to-Many Communication:*

Broadcasting involves sending information from one sender to many receivers. Examples include radio and television broadcasts, where a single station sends signals that can be received by anyone within range.

#### *2. Network Efficiency:*

Broadcasting can be more network-efficient for sending the same information to multiple recipients because it doesn't require separate transmissions to each recipient.

The network infrastructure supports the distribution of the signal to all potential recipients simultaneously.

#### *3. Public or Restricted Reception:*

Broadcasts can be public, meaning anyone with the appropriate receiving equipment can access the information.

Alternatively, broadcasts can be restricted, such as encrypted television broadcasts that require a subscription.

#### *4. Usage in Different Types of Networks:*

Broadcasting is used in various types of networks including radio, television, computer networks, and satellite communication systems.

## **BROADCASTING VS. POINT-TO-POINT TRANSMISSION**

### *Broadcasting:*

- One sender, many potential recipients.
- Efficient for sending the same information to multiple recipients.
- Used for public information dissemination, entertainment, and in certain network configurations.

### *Point-to-Point Transmission:*

- One sender, one specific recipient.
- Direct communication, potentially more secure.
- Used for private, targeted communication and in many standard internet communications.

## CONCLUSION TO ANNEX I

Broadcasting as a communication method is integral for disseminating information to a wide audience simultaneously, making it a fundamental aspect of radio, television, and certain network configurations. It is characterized by its one-to-many communication model, efficiency for sending information to multiple recipients, and its broad application in various types of networks.

Contrastingly, point-to-point transmission focuses on direct, one-to-one communication, providing a more tailored and potentially secure means of information exchange.

## ANNEX 2: ASSEMBLING A PROGRAMME

In the context of broadcasting organizations, assembling a program refers to the process of putting together various content pieces, segments, and elements to create a complete and coherent broadcast. This could apply to television, radio, or online streaming services. Here's a detailed breakdown:

### *1. Content Creation and Selection:*

**Gathering Material:** This includes collecting all potential video footage, audio clips, interviews, graphics, and any other relevant content.

**Content Selection:** Choosing the most appropriate and high-quality content that fits the theme and objectives of the program.

### *2. Scripting and Storyboarding:*

**Writing Scripts:** For segments that require narration or dialogue, scripts need to be written and refined.

**Storyboarding:** Planning the visual flow of the program, especially important for television or video content.

### *3. Editing and Post-Production:*

**Video and Audio Editing:** Refining the collected footage, adjusting audio levels, and ensuring technical quality.

**Adding Effects and Graphics:** Including any visual effects, on-screen graphics, or other post-production elements to enhance the program.

### *4. Sequencing and Transitioning:*

**Ordering Segments:** Determining the most effective order of all the program's elements to ensure a logical and engaging flow.

**Creating Smooth Transitions:** Ensuring that the program moves smoothly from one segment to the next, maintaining viewer or listener engagement.

### *5. Quality Assurance:*

**Technical Quality Check:** Making sure that all aspects of the program meet the broadcasting organization's technical standards.

**Content Review:** Ensuring that the content is accurate, appropriate, and aligns with the organization's values and objectives.

*6. Finalizing the Program:*

Locking in the Final Version: Once all elements are assembled and reviewed, the final version of the program is completed.

Preparing for Broadcast: Ensuring that the program is in the correct format and ready to be broadcast according to the schedule.

*7. Archiving:*

Storing the Final Program: Keeping a copy of the final program for archival purposes, future reference, or potential re-broadcast.

CONCLUSION TO ANNEX 2

Assembling a program in a broadcasting organization is a comprehensive process that involves content creation and selection, scripting, editing, sequencing, quality assurance, and preparation for broadcast. It requires a collaborative effort from various departments within the organization, including producers, editors, writers, technical staff, and more. The goal is to create a polished, engaging, and high-quality program that meets the organization's standards and resonates with its audience.

**ANNEX 3: NATIONAL TREATMENT IN SELECTED COPYRIGHT AND RELATED RIGHTS TREATIES**

Agreement	National treatment
<p>Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations 1961</p>	<p>Article 2 Protection given by the Convention, Definition of National Treatment</p> <p>1. For the purposes of this Convention, national treatment shall mean the treatment accorded by the domestic law of the Contracting State in which protection is claimed:</p> <p>(a) to performers who are its nationals, as regards performances taking place, broadcast, or first fixed, on its territory;</p> <p>(b) to producers of phonograms who are its nationals, as regards phonograms first fixed or first published on its territory;</p> <p>(c) to broadcasting organisations which have their headquarters on its territory, as regards broadcasts transmitted from transmitters situated on its territory.</p> <p>2. National treatment shall be subject to the protection specifically guaranteed, and the limitations specifically provided for, in this Convention.</p>
<p>Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms 1971</p>	<p>Article 2 Obligations of Contracting States; Whom they must protect and against what</p> <p>Each Contracting State shall protect producers of phonograms who are nationals of other Contracting States against the making of duplicates without the consent of the producer and against the importation of such duplicates, provided that any such making or importation is for the purpose of distribution to the public, and against the distribution of such duplicates to the public.</p>

Agreement	National treatment
<p>Brussels Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite 1974</p>	<p>Article 2</p> <p>(1) Each Contracting State undertakes to take adequate measures to prevent the distribution on or from its territory of any programme-carrying signal by any distributor for whom the signal emitted to or passing through the satellite is not intended. This obligation shall apply where the originating organization is a national of another Contracting State and where the signal distributed is a derived signal.</p> <p>(2) In any Contracting State in which the application of the measures referred to in paragraph (1) is limited in time, the duration thereof shall be fixed by its domestic law. The Secretary-General of the United Nations shall be notified in writing of such duration at the time of ratification, acceptance or accession, or if the domestic law comes into force or is changed thereafter, within six months of the coming into force of that law or of its modification.</p> <p>(3) The obligation provided for in paragraph (1) shall not apply to the distribution of derived signals taken from signals which have already been distributed by a distributor for whom the emitted signals were intended.</p>
<p>Berne Convention for the Protection of Literary and Artistic Works (as amended on September 28, 1979)</p>	<p>Article 19 Protection Greater than Resulting from Convention</p> <p>The provisions of this Convention shall not preclude the making of a claim to the benefit of any greater protection which may be granted by legislation in a country of the Union.</p>

Agreement	National treatment
<p>TRIPS 1995</p>	<p>Article 3 National Treatment</p> <p>1. Each Member shall accord to the nationals of other Members treatment no less favourable than that it accords to its own nationals with regard to the protection (3) of intellectual property, subject to the exceptions already provided in, respectively, the Paris Convention (1967), the Berne Convention (1971), the Rome Convention or the Treaty on Intellectual Property in Respect of Integrated Circuits. In respect of performers, producers of phonograms and broadcasting organizations, this obligation only applies in respect of the rights provided under this Agreement. Any Member availing itself of the possibilities provided in Article 6 of the Berne Convention (1971) or paragraph 1(b) of Article 16 of the Rome Convention shall make a notification as foreseen in those provisions to the Council for TRIPS.</p> <p>2. Members may avail themselves of the exceptions permitted under paragraph 1 in relation to judicial and administrative procedures, including the designation of an address for service or the appointment of an agent within the jurisdiction of a Member, only where such exceptions are necessary to secure compliance with laws and regulations which are not inconsistent with the provisions of this Agreement and where such practices are not applied in a manner which would constitute a disguised restriction on trade.</p>
<p>WIPO Copyright Treaty (WCT) 1996</p>	<p>Article 18 Rights and Obligations under the Treaty</p> <p>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.</p>

Agreement	National treatment
<p>Beijing Treaty on Audiovisual Performances 2012</p>	<p>Article 4 National Treatment</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<p>Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled 2013</p>	<p>Article 16 Rights and Obligations Under the Treaty</p> <p>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.</p>



**ANNEX 4: WITHOUT PREJUDICE TO ANOTHER RIGHT**

Agreement	Clause
Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations 1961	<p>Article 1 Safeguard of Copyright Proper</p> <p>Protection granted under this Convention shall leave intact and shall in no way affect the protection of copyright in literary and artistic works. Consequently, no provision of this Convention may be interpreted as prejudicing such protection.</p>
Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms 1971	<p>Article 7(1)</p> <p>This Convention shall in no way be interpreted to limit or prejudice the protection otherwise secured to authors, to performers, to producers of phonograms or to broadcasting organizations under any domestic law or international agreement.</p>
Brussels Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite 1974	<p>Article 6</p> <p>This Convention shall in no way be interpreted to limit or prejudice the protection secured to authors, performers, producers of phonograms, or broadcasting organizations, under any domestic law or international agreement</p>
Beijing Treaty on Audiovisual Performances 2012	<p>Article 1</p> <p>Relation to Other Conventions and Treaties</p> <p>(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.</p> <p>(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</p>

Agreement	Clause
	<p>protection.</p> <p>(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 [1], [2].</p> <p>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.</p> <p>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.</p>