



European Commission Proposal on the Extension of the Term of Protection on Copyright and Certain Related Rights

Proposed amendments to the draft directive
by the International Federation of Musicians (FIM)
the International Federation of Actors (FIA)
and the International Organisation of Performing Artists (GIART)

Updated Nov. 19th, 2008

I. GENERAL COMMENTS

1. **Background.** On April 23rd, 2008, the European Commission published an *impact assessment on the legal and economic situation of performers and record producers in the European Union*. This study underlines the social and economic difficulties of performers in the EU and recalls that for an overwhelming majority of them, it is extremely difficult to make a living from their craft, due to widespread unfair contractual practices. It also acknowledges that the performers' current term of protection (50 years from fixation or first disclosure) is not sufficient to cover their lifetime and represents an unjustifiable distortion with the term of protection granted to authors (70 years after death). Increasing the performers' term of protection will, if adequately worded, contribute to reduce the said distortion and enable performers to benefit from copyright-related incomes during their entire life.
2. **Is the 95-year term the adequate figure?** As FIM and FIA believe that the extension should cover at least the performer's lifetime, they originally proposed that the term be extended to 50 years or the life of the performer, whichever the longer. The draft directive proposes to go beyond this option by increasing the term from 50 to 95 years, for both performers and producers. Such solution represents a satisfactory answer to the performers' legitimate concern. It is more difficult to establish the relevance or legitimacy for an equivalent extension of the producers term of protection: 50 years are obviously more than enough for producers to recoup their investment and – although this argument is continuously being used by record companies – it is not a matter for intellectual property to help labels face the temporary financial difficulties resulting from the late adaptation of their business models to the digital age.
3. **Will producers be the main (or only) beneficiaries?** It is absolutely essential that the directive provide for adequate accompanying measures, so as to ensure that all performers benefit from the extension of the term of protection in practice. The current draft doesn't fulfil this requirement. Unless the amendments proposed below (see part II) are adopted, the directive might miss its objective and merely increase the producers' revenues.
4. **All types of performances, sound and audiovisual, should be protected alike.** The current draft seeks to introduce, for the first time in EU legislation, an unacceptable discrimination between sound and audiovisual performances with respect to the term of protection. This discrimination should be removed. The distinction between the audio and the audiovisual industry is gradually disappearing as sound and images are increasingly being exploited together. Sound performances are made available as CDs or digital files for online delivery but also broadcast as video clips or made available as DVDs or digital files including images. A "sound" performer may play in a feature film or in a documentary. In practice, performers may end up enjoying two separate terms of protection for the same performance, depending on how their work is being marketed. This is clearly a mistake that should be avoided. If the protection of performers is the guiding principle, there is no ground to discriminate artificially between sound and audiovisual performances. All performers should equally benefit from an extension of their term of protection.
5. **Five accompanying measures (rather than just 2) are needed for the extension of the term to properly benefit performers**
 - 5.1. **The '20% fund' set aside for session musicians.** This mechanism – at the very core of Commissioner McCreevy's initiative – is meant to counterbalance the prolongation of existing contracts for session musicians in the extended period. The impact assessment clearly establishes that the small lump sum against which the transfer of rights has occurred should be fairly complemented. In order to be meaningful, the 20% contribution should be paid by ALL phonogram producers – including small and medium undertakings – to session musicians

in the extended period and calculated from their GROSS income. The economy of phonograms beyond 50 years of exploitation is subject to much lower charges and therefore fully compatible with the payment of this annual supplementary remuneration to session musicians from the producers' gross income:

- most production costs were already recouped during the initial term, especially for those recordings that are still considered profitable after 50 years of exploitation, which indeed increases the producers' potential profit margin in the extended term;

- record companies seldom make transparent, reliable figures available to performers that could be used to make a proper assessment of their profit margin. Their estimation of average royalties paid to performers is surrealistic and miles away from reality. According to performers' organisations, the average royalty level in the music sector is only 4%, based on an assessment of contracts. The record companies' estimation of about 16% is not only far from actual practice, but also not based on a transparent assessment of contractual practices.

- an exemption for small and medium companies (SME) relies on no valid ground. Either a recording is still profitable after 50 years and there is no reason to provide for an exemption, or it is not and the producer concerned could simply let the 'use it or lose it' clause apply. Also, as the payment is proportionate to the producers' revenues, lower revenues would result in lower payments anyway. In addition, such exemption may ultimately benefit the big companies, namely by virtue of a chain of licensing contracts with smaller ones.

The introduction of either an exemption for SME or a calculation from the net of the '20% fund' would simply erase the benefit that performers could expect from this provision.

5.2. **'Use it or lose it'**. This mechanism is meant to enable performers from the music sector to make sure that their recorded performances are actually released and to make 'locked-up contents' available. To be fair and efficient, such mechanism should leave sufficient time to performers to take action before their unexploited performances fall into the public domain (5 years instead of 1) and should also allow for one or more performers to trigger it (rather than provide for a mandatory collective action).

5.3. **The 'clean slate'**. This crucial provision, which was announced by Commissioner McCreevy in February 2008 and removed from the final draft, should be reintroduced. It is meant to enable featured performers from the music sector to start receiving royalties in the extended period, as the latter are often retained in practice by producers for the whole duration of the current term of protection (50 years), due to contractual recoupment clauses.

5.4. **Upgrade the level of royalties**. Performers who are paid a recurring remuneration against the transfer of their exclusive rights to record producers have usually signed very unsatisfactory one-sided contracts. It is necessary to engage social partners into negotiation at national level, in order for them to reach an agreement upon a revision of the royalties in the extended period for the performers concerned.

5.5. **Retroactivity**. A certain level of retroactivity should be introduced so as to allow all living performers to benefit from the extension. For reasons of fairness and balance, we believe that all living performers – from either the sound or audiovisual sector – should be in a position to benefit from the extended term, even for their performances whose fixation has already fallen into public domain and provided that the latter still falls under the extended term.

6. **One additional measure is needed for all existing and future performances**. All sorts of recordings are now made available for downloading or streaming throughout the EU, be it via the Internet, via mobile phones or other devices, whilst the vast majority of performers receive no revenues for this exploitation of their performances. It is therefore necessary to ensure that they can enjoy an unwaivable right to receive on-going payments for the making available on demand of their performances, after the transfer of their exclusive right to the producer and in addition to any possible compensation paid upfront by the latter for that initial transfer. The payment should be collected from the users and be collectively administered by performers' collective management organisations. We believe that the rental right constitutes an appropriate inspirational model.

7. **An end should be put to the existing discrepancy between performers and producers**. An unacceptable discrimination was introduced between phonogram producers and performers by Directive 2001/29 EC¹, whereby record producers enjoy, when a publication occurs after a communication to the public, a much longer

¹ Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society, May 22nd 2001, Art. 11 "Technical adaptations", §2



term of protection than performers. Under the current term of protection, such a discrepancy can, in some extreme cases, be of as much as 50 years. It is fundamental to reintroduce the provision included in all earlier stages of the impact assessment and was aiming to put both categories of right holders on the same footing with respect to the computation method.

II. PROPOSED AMENDMENTS

FIM, FIA and GIART wish to submit 15 amendments, on the following issues:

- Protection of audiovisual performances: equal protection for sound and audiovisual performances (amendments 1, 2 and 9)
- '20% fund': mandatory administration of the yearly supplementary remuneration by collecting societies (amendment 3). Removal of the exemption for small and medium record companies (amendment 10).
- Clean slate: reintroduction of a 'clean slate' provision, as proposed by Commissioner McCreevy (amendments 4 and 13)
- Fair contractual arrangements: upgrade royalties to a reasonable level in the extended term through negotiation between national social partners (amendments 5 and 14)
- Limited retroactivity: introduction of a retroactive mechanism for living performers whose rights on early recordings may have expired at the date of entering into force of the proposed directive (amendments 6 and 15)
- Right of making available: right of making available and fair remuneration for performers (amendment 7)
- Term of protection's triggering event: performers and producers should be put on the same footing with respect to the term of protection's triggering event (amendment 8)
- 'Use it or lose it': performers should be allowed to also trigger the 'use it or lose it' mechanism individually, if they so prefer. Furthermore, they should be allowed to take action within a longer period (5 years instead of 1) before their performance falls into public domain (amendments 11 and 12).

Please see amendments next page



Amendment 1

Proposal for a directive – amending act Recital 5

Text proposed by the Commission

(5) Performers generally start their careers young and the current term of protection of 50 years with regard to performances **fixed in phonograms and for phonograms** often does not protect their performances during their entire lifetime. Therefore, performers face an income gap at the end of their lifetimes. They are also often not able to rely on their rights to prevent or restrict objectionable uses of their performances that occur during their lifetimes.

FIM-FIA-GIART proposed amendment

(5) Performers generally start their careers young and the current term of protection of 50 years with regard to **the fixation of** performances often does not protect their performances during their entire lifetime. Therefore, performers face an income gap at the end of their lifetimes. They are also often not able to rely on their rights to prevent or restrict objectionable uses of their performances that occur during their lifetimes.

Or. En

Justification

The creative contribution of all performers should be recognised and reflected in the modification of the directive. To achieve this goal, the scope of the proposal should be extended so that audiovisual performers could also benefit from the extended term of protection; therefore the distinction between fixation of the performance in a phonogram or in another way is proposed to be removed (Linked to the amendment on Article 3 - paragraph 1 of Directive 2006/116/EC).

Amendment 2

Proposal for a directive – amending act Recital 7

Text proposed by the Commission

(7) The term of protection for fixations of performances **and for phonograms** should therefore be extended to 95 years after publication **of the phonogram** and the performance fixed therein. **If the phonogram or the performance fixed in a phonogram** has not been published within the first 50 years, then the term of protection should run for 95 years from the first communication to the public.

FIM-FIA-GIART proposed amendment

(7) The term of protection for fixations of performances **and for recordings** should therefore be extended to 95 years after publication **of the recording** and the performance fixed therein. **If the recording or the performance fixed therein** has not been published within the first 50 years, then the term of protection should run for 95 years from the first communication to the public.

Or. En

Justification

The creative contribution of all performers should be recognised and reflected in the modification of the directive. To achieve this goal, the scope of the proposal should be extended so that audiovisual performers could also benefit from the extended term of protection; therefore the distinction between fixation of the performance in a phonogram or in another way is proposed to be removed (Linked to the amendment on Article 3 - paragraph 1 of Directive 2006/116/EC).



Amendment 3

Proposal for a directive – amending act Recital 13

Text proposed by the Commission

(13) Those monies should be reserved solely for the benefit of performers whose performances are fixed in a phonogram and who have transferred their rights to the phonogram producer against a one-off payment. The monies set aside in this manner should be distributed to non-featured performers at least once a year on an individual basis. Member States **may require** that distribution of those monies is entrusted to collecting societies representing performers. **When the distribution of those monies is entrusted to collecting societies,** national rules on non-distributable revenues may be applied.

FIM-FIA-GIART proposed amendment

(13) Those monies should be reserved solely for the benefit of performers whose performances are fixed in a phonogram and who have transferred their rights to the phonogram producer against a one-off payment. The monies set aside in this manner should be distributed to non-featured performers at least once a year on an individual basis. Member States **should ensure** that distribution of those monies is entrusted to collecting societies representing performers. [...] National rules on non-distributable revenues may be applied.

Or. En

Justification

For the sake of simplifying the administrative procedures, the collecting societies should be entrusted with the administration of the annual supplementary remuneration (Linked to amendment on Article 10 a (new), paragraph 5 of Directive 2006/116/EC).

Amendment 4

Proposal for a directive – amending act Recital 16a (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(16a) A third accompanying transitional measure should be a 'clean slate', in order to rebalance the contractual arrangements whereby performers transferred their exclusive rights to a producer against payment of a recurring remuneration. To this end, Member States should take appropriate legislative measures so as to ensure that the full contractual royalty or remuneration rate, unencumbered by advance payments or contractually defined deductions, be paid to the performers concerned in the extended period.

Or. En

Justification

This provision is essential for performers to enjoy all the royalties due to them for the extended period, against a refusal by labels, on grounds that advance payments to the artists have still not been recouped. Without this additional provision, the extension of the term of protection may ultimately only be beneficial to a minority of featured artists.



Amendment 5

Proposal for a directive – amending act Recital 16b (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(16b) Where appropriate, performers whose exclusive rights have been transferred to a producer against payment of a recurring remuneration should be entitled to an upgrade of the said remuneration to a reasonable level, in the extended period. To this end, Member States should take adequate measures in consultation with the social partners.

Or. En

Justification

There is no need for harmonisation at EU-level on the terms of contractual arrangements on transfer or assignment. However, as most performers suffer from an unbalanced bargaining relationship, their contracts are usually one-sided. It is therefore necessary to provide for adequate mechanisms allowing performers to be offered an upgrade of their contractual recurring remuneration upon extension of the related term of protection.

Amendment 6

Proposal for a directive – amending act Recital 16c (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(16c) All living performers should be made eligible to the same term of protection for all their performances, including those performances whose initial term of 50 years has already expired at the date of entering into force of Directive [// insert: Nr. of this amending directive]/EC.

Or. En

Justification

It would be inequitable to consider living performers whose performances have already fallen into public domain to be ineligible to the term extension, being reminded that the increased lifetime is one of the main grounds for this directive. These performers, who currently see some of their performances exploited without any compensation, should equally be made eligible to all benefits of the proposed directive.

Amendment 7

Proposal for a directive – amending act Recital 19a (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(19a) Performers should retain, after they have transferred their exclusive right of making available on demand to producers, an unwaivable right to receive a fair remuneration for the use of their recorded performances by on demand services. Such right should follow the lines of the rental right as established by Directive 2006/115/EC. An impact assessment should be carried out so as to study how to best implement this mechanism into EU legislation.

Or. En

Justification

Although on-demand and near-on-demand services are of increasing importance, very few performers can actually derive substantive benefits from their exclusive right of making available, due to unbalanced contractual



relationship, often further weakened by presumptions of transfer as established in some national legislations. It is therefore important that performers retain a permanent unwaivable right to receive a fair share from the users for the on-demand and near-on-demand exploitation of their work after their exclusive right of making available has been transferred to the producers. Such remuneration should be subject to mandatory collective administration.

Amendment 8

Proposal for a directive – amending act

Article 1 – point 1

Directive 2006/116/EC

Article 3 – paragraph 1

Text proposed by the Commission

The **second sentence** of Article 3(1) is replaced by the following:

"However,

- if a fixation of the performance otherwise than in a phonograph is lawfully published or lawfully communicated to the public within this period, the rights shall expire 50 years from the date of the first such publication or the first such communication to the public, whichever is the earlier,

- if a fixation of the performance in a phonograph is lawfully published or lawfully communicated to the public within this period, the rights shall expire 95 years from the date of the first such publication or the first such communication to the public, whichever is the earlier."

FIM-FIA-GIART proposed amendment

[...] Article 3(1) is replaced by the following:

"The rights of performers shall expire 50 years after the date of the performance.

However, if a fixation of the performance has been lawfully published within this period, the said rights shall expire 95 years from the date of the first lawful publication.

If no lawful publication has taken place within the period mentioned in the first sentence, and if a fixation of the performance has been lawfully communicated to the public within this period, the said rights shall expire 95 years after the date of the first lawful communication to the public."

Deleted

Or. en

Justification

The creative contribution of all performers should be recognised and reflected in the directive; the scope of the proposal should be extended so that all performers could benefit from the extended term of protection. Therefore the distinction between fixation of the performance in a phonogram or in another way is proposed to be deleted. The amendment also seeks to apply the same starting dates from which the duration of protection is calculated for performers' rights and for producers' rights (as foreseen under Article 3, paragraph 2).



Amendment 9

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10 a – paragraph 1

Text proposed by the Commission

1. **In the absence of clear indications** to the contrary, a contract, concluded before [insert date before which Member States are to transpose the amending directive, as mentioned in Article 2 below], whereby a performer has transferred or assigned his rights in the fixation of his performance **to a phonogram producer** (hereinafter: a "contract on transfer or assignment"), shall be deemed to continue to produce its effects beyond the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive], the performer **and the phonogram producer** would be no longer protected in regard of, respectively, the fixation of the performance and the **phonogram**.

FIM-FIA-GIART proposed amendment

1. **In the absence of [...] indications** to the contrary, a contract, concluded before [insert date before which Member States are to transpose the amending directive, as mentioned in Article 2 below], whereby a performer has transferred or assigned his rights in the fixation of his performance **to a [...] producer** (hereinafter: a "contract on transfer or assignment"), shall be deemed to continue to produce its effects beyond the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive], the performer **and the [...] producer** would be no longer protected in regard of, respectively, the fixation of the performance and the **recording**.

Or. En

Justification

The word "clear" is deleted so as to make sure that the presumption created is rebuttable. The word "phonogram" is replaced, where necessary, by "recording" so as to treat all performances equally, irrespective of the field (sound or audiovisual).

Amendment 10

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10a - paragraph 4 - subparagraph 2

Text proposed by the Commission

Member States may provide that a phonogram producer whose total annual revenue, during the year preceding that for which the said remuneration is paid, does not exceed a minimum threshold of € 2 million, shall not be obliged to dedicate at least 20 percent of the revenues which he has derived, during the year preceding that for which the said remuneration is paid, from the reproduction, distribution and making available of those phonograms in regard of which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive]/EC, the performer and the phonogram producer would be no longer protected on 31 December of the said year.

FIM-FIA-GIART proposed amendment

Deleted

Or. en

Justification

The specific provision regarding phonogram producers whose total annual revenue does not exceed € 2 million is not appropriate, since the revenue to be paid to the performers concerned under this transitional measure is proportionate to the producer's revenue. Such payment will hence be lower in case of lower producer revenues.



Amendment 11

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10a - paragraph 6 - subparagraph 1

Text proposed by the Commission

(10a – 6). If, after the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive]/EC, the performer and the phonogram producer would be no longer protected in regard of, respectively, the fixation of the performance and the phonogram, the phonogram producer ceases to offer copies of the phonogram for sale in sufficient quantity or to make it available to the public, 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, the performer may terminate the contract on transfer or assignment. Where a phonogram contains the fixation of the performances of a plurality of performers, they may terminate their contracts on transfer or assignment **only jointly**. If the contract on transfer or assignment is terminated pursuant to sentences 1 or 2, the rights of the phonogram producer in the phonogram shall expire.

FIM-FIA-GIART proposed amendment

(10a – 6) If, after the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive]/EC, the performer and the phonogram producer would be no longer protected in regard of, respectively, the fixation of the performance and the phonogram, the phonogram producer ceases to offer copies of the phonogram for sale in sufficient quantity or to make it available to the public, 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, the performer may terminate the contract on transfer or assignment. Where a phonogram contains the fixation of the performances of a plurality of performers, they may terminate their contracts on transfer or assignment **either jointly or individually**. If the contract on transfer or assignment is terminated pursuant to sentences 1 or 2, the rights of the phonogram producer in the phonogram shall expire.

Or. en

Justification

When an important number of performers are involved in the same performance, it is unrealistic to require them to act jointly. Fifty years after the fixation of the performance has occurred, the surviving performers may not even be aware of the names of the other performers involved in the same recording, nor be able to contact the other performers within a reasonable timeframe, nor be in a position to agree with them upon a joint action. It is therefore necessary to allow that individual action be taken.

Amendment 12

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10 a – paragraph 6 – subparagraph 2

Text proposed by the Commission

If, **one year** after the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive]/EC, the performer and the phonogram producer would be no longer protected in regard of, respectively, the fixation of the performance and the phonogram, the phonogram is not made available to the public, 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, the rights of the phonogram producer in the phonogram and the rights of the performers in

FIM-FIA-GIART Amendment

If, **five years** after the moment at which, by virtue of Article 3 (1) and (2) in their version before amendment by Directive [// insert: Nr. of this amending directive]/EC, the performer and the phonogram producer would be no longer protected in regard of, respectively, the fixation of the performance and the phonogram, the phonogram is not made available to the public, 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, the rights of the phonogram producer in the phonogram and the rights of the performers in relation



relation to the fixation of their performance shall expire.

to the fixation of their performance shall expire.

Or. En

Justification

Although the introduction of the 'use it or lose it' clause is welcome, it should be made more flexible. If the rights are reverted to the performer, this performer should be given a fair chance to have his performance exploited before losing again the rights. Therefore a more reasonable period of time, 5 years, should be given to the performers to make the new exploitation possibility feasible.

Amendment 13

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10a - paragraph 7 (new) – subparagraph 1 (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(10a – 7.1) Member States shall take appropriate measures so as to ensure that the full contractual royalty or remuneration rate, unencumbered by advance payments or contractually defined deductions, be paid, in the extended period, to performers whose exclusive rights have been transferred to a producer against payment of a recurring remuneration.

Or. En

Justification

This provision is essential for performers to enjoy all the royalties due to them for the extended period, against a refusal by labels, on grounds that advance payments to the artists have still not been recouped. Without this additional provision, the extension of the term of protection may ultimately only be beneficial to a minority of featured artists.

Amendment 14

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10a - paragraph 7 (new) – subparagraph 2 (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(10a – 7.2) Member States shall engage social partners from the music and audiovisual sectors into negotiation, so as to ensure that, when performers are paid a recurring remuneration by producers against the transfer of their exclusive rights, such recurring remuneration be upgraded at a reasonable level in the extended period, whenever appropriate.

Or. En

Justification

There is no need for harmonisation at EU-level on the terms of contractual arrangements on transfer or assignment. However, as most performers suffer from an unbalanced bargaining relationship, their contracts are usually one-sided. It is therefore necessary to provide for adequate mechanisms allowing performers to request a revision of their contracts upon extension of the related term of protection.



Amendment 15

Proposal for a directive – amending act

Article 1 – point 4

Directive 2006/116/EC

Article 10a - paragraph 8 (new)

Text proposed by the Commission

FIM-FIA-GIART proposed amendment

(10a - 8) If, after the moment at which, by virtue of Article 3 (1) in its version before amendment by Directive [// insert: Nr. of this amending directive]/EC, a performer would be no longer protected with regard to the fixation of a performance and if this performer is still alive, his rights shall be reactivated for the remaining duration of the extended term, from the day this Directive enters into force and under the terms and conditions of the said Directive.

Or. En

Justification

It would be inequitable to consider living performers whose performances have already fallen into public domain to be ineligible to the term extension, being reminded that the increased lifetime is one of the main grounds for this directive. These performers, who currently see some of their performances exploited without any compensation, should equally be made eligible to all benefits of the proposed directive.

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The International Federation of Musicians (FIM) is an international non-governmental organisation representing musicians' trade unions, guilds and associations in about 65 countries covering all regions of the world, which enables it to speak for hundreds of thousands of musicians. In the European Union, the European group of FIM counts 26 musician trade unions from 21 EU Member States, working both in live performance and in the recorded media.

The International Federation of Actors (FIA) is an international non-governmental organisation representing more than 100 performers' trade unions, guilds and associations around the world. The European group of FIA represents professional trade unions of performers in 23 EU Member States, in the European Economic Area and Switzerland, working both in live performance and in the recorded media.

GIART is the International Organisation of Performing Artists composed of the European Collecting Societies of performers' rights whose purpose is to defend and to promote the intellectual property rights of performing artists at European and International level.