10.9.2025

Opetus- ja kulttuuriministeriö
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Vastaukset opetus- ja kulttuuriministeriölle EU:n neuvoston puheenjohtajamaa Tanskan kysymyksiin

Medialiitto kiittää mahdollisuudesta antaa opetus- ja kulttuuriministeriölle vastaukset EU:n neuvoston puheenjohtajamaa Tanskan EU:n jäsenvaltioille ja sidosryhmille esittämiin kysymyksiin, jotka koskevat tekijänoikeuden DSM-direktiivin 15 artiklan (Lehtijulkaisujen suoja verkkokäytössä) soveltamisesta saatuja kokemuksia ja toimivan lisensioinnin edistämistä tekoälyn aikakaudella (”kysymykset”).

Esitämme kunnioittavasti vastauksemme kysymyksiin erityisesti mediayhtiöiden, kuten lehtikustantajien, elinvoiman, kansalaisten sananvapauden ja yleisön oikeuden vastaanottaa ammattimaisesti tuotettua toimituksellista tietoa kannalta.

III Lessons learned on Article 15 of the CDSM Directive

Licence agreements – state of play – Art. 15

23. Has any litigation concerning the rights in Article 15 of the CDSM Directive been initiated in your Member State? If yes, could you please provide further information on the case or cases concerned?

- No, we are not aware of any litigations.

24. Has your Member State put in place any national mechanism facilitating licensing agreements or in other ways ensuring remuneration for the use of the rights covered by Article 15 in the CDSM Directive, for example extended collective licensing, arbitration, etc.? If yes, could you please elaborate on these measures?

- When Article 15 in the CDSM Directive was implemented in the Copyright Act in Finland as a new section 50 §, it was packed by a new extended collective license section, 25 n §.

- The new section 25 n § together with the section 50.8 § of the Copyright Act establishes a mechanism to facilitate licensing agreements and collective licensing of both press publisher's right and the copyrights of individual works that belong to the press publications, such as for example editorial articles.
- These new pieces of the Copyright Act entered in force on 3 April, 2023.

25. (a) Are you aware of any licence agreements concerning the rights in Article 15 in the CDSM Directive having been concluded between press publishers and ISSPs in your Member State?

- We are not so far aware of any finalized collective license agreements between press publishers and ISSPs in Finland.
- We have no information of any direct license agreements between a press publisher and ISSPs in Finland concerning use of press publisher's right (an Article 15 right).

(b) If any licence agreements have been concluded, have these been granted through individual licensing or collective licensing (including, where applicable, through mechanisms with extended effect such as extended collective licensing under national law)?

- Not applicable (n/a)

26. (a) If licence agreements have been concluded, have these been exclusive or non-exclusive?

- n/a
- Generally, it does not typically make sense for the press publisher to make exclusive license agreements on its press publisher's right. The question is tricky as it does not really reflect press publishing industry practices.

(b) Are the licences granted on individually negotiated terms, or are there publicly available standard offers accessible to all interested users?

- n/a
- Kopiosto represents the Finnish press publishers as a CMO to negotiate collectively on the use of their press publisher's rights. There is no information available regarding negotiation statuses.

Facilitating licence agreements – Art. 15

27. Do you see any challenges or areas where the current EU-level framework could be

improved for entering into licence agreements concerning the use of copyrighted content on the internet in the context of the rights of Article 15 – for example as regards the scope and application of Article 15?

- The press publisher's neighbouring right under Article 15 needs to enjoy the same level of protection as other neighbouring rights under Article 17.
- The illegibility of applicability of Article 15 in the context of Article 17 has worked strongly and only in favour of the big platform companies and ISSPs (including social network providers) around the EU. Only in a few countries' copyright laws, like in Denmark, there is a link between Article 15 and Article 17. For the adequate protection of press publishers' investments in the future it is important that this defect will be removed on EU-level copyright framework.
- It goes without saying that press publishers, alike music and audiovisual rightsholders, deserve due protection against piracy measures and the opportunity to conclude licenses with different types of online platform providers, including AI-powered services and also social networks.
- In addition, Article 15 should be extended to cover book publishers as well next to the press publishers. Development of technology and especially AI services fast emerging proves that also book publishers need a similar neighboring right that the press publishers have, to ensure book publishers an efficient legal tool to force platform companies, ISSPs and technology companies including AI companies to the negotiation temple.
- The book publishers need also a clear, undisputable right to protect their content, technology and author investments against especially AI companies and to ensure them a clear negotiation position against AI companies.

28. Are there any additional mechanisms that could be considered for facilitating licence agreements – for example final offer arbitration?

- Facilitating license agreements between press publishers (and also book publishers) and technology companies including AI companies, platform companies and ISSPs including social networks providers is a key solution of fairer competition to strengthen information resilience — information security — in Europe. It is also an important mean to strengthen strategic autonomy in the EU and level the playing field with global technology companies and social network providers.
- Publishers and other media companies need a harmonized framework for negotiations ensuring that they are treated on an equal footing across the EU: publishers should be able to enforce their rights, including press publisher's right through a binding arbitration mechanism that would fit to the Member States

existing court and regulatory infrastructure as well as technology and AI companies' and social networks providers' obligation to share adequate data.

- The negotiation framework for copyright remuneration for press publisher's right, and for using copyright-protected material to train AI systems should be backed by a strong enforcement mechanism, for example as a continuation of the Digital Markets Act or as a part of EU-level copyright framework.
- Experiences in the Member States, for example in Denmark, in recent years, after June 2019, have proven that there is an urgent need for oversight mechanisms and dispute settlement model to ensure the success of publishers' negotiations**,** without the terms being dictated by with global technology and AI companies and social network providers, ISSPs. Binding arbitration should be introduced to guarantee the continuity of the process, for instance where one party refuses a request for negotiations or when negotiations do not seem likely to lead to a result.
- It would be important to introduce without delay a European press or media bargaining code for a dynamic market and a strong democracy. This new bargaining code should also include other press and editorial content including published book content. Adopting a bargaining code would not just be a strategy for copyright, but a strategy for European democracy and complementary to the European Democracy Shield. Taking inspiration from what worked in other jurisdictions like Australia, the bargaining code should include mechanisms facilitating licensing agreements such as
    - the designation of gatekeepers or very large online platforms for negotiation, given their size or gatekeeping role for access to information on the internet. Once designated by the European Commission, the platform should answer publishers' requests for discussion;
    - the creation of a "good faith negotiation" framework binding on both parties, inspired by the decision of the French competition authority[1], setting the conditions for a balanced negotiation procedure between publishers, news agencies and online platforms;
    - relevant transparency and data-sharing obligations. It is clear, that without relevant data about consumption, audience, performance metrics and yielded revenues, the value of press and book content can remain a long and sterile debate. The reality is that technology and AI companies and social network providers tend to drown publishers in loads of technical and unverifiable documentation, as a confusion and delay tactics;

[1] https://www.autoritedelaconcurrence.fr/en/communiques-de-presse/related-rights-autorite-has-granted-requests-urgent-interim-measures

- clearly separating different use cases and remuneration streams. Remuneration under the press publisher's right should be isolated and come in addition to remuneration under commercial products (such as for example Google News Showcase service) and from AI uses (such as for example LLM trainings and generative AI services), as described above, and not be conditional on agreements for such commercial uses;
- a minimum level of remuneration proportionate to the earnings of the ISSP, and technology and AI companies: it seems clear based on European experiences from recent years that technology and AI companies undervalue the press publisher's right and propose "take-it-or-leave-it" deals, creating a race to the bottom between press publishers. The negotiations should be started from a minimum level threshold, on the model of what MEP Voss proposes for AI licensing in his own-initiative report; and
- a final offer arbitration system referred above under this question 28 and later under the question 37 c).

29. Are there any other aspects of this issue that are not addressed in the above questions and which you would consider appropriate to mention in this context?

- n/a

IV Licensing in the context of AI

Licence agreements – state of play

30. Has any national litigation concerning the use of copyright-protected content in the context of AI been initiated in your Member State? If yes, could you please provide further information on the case or cases concerned?

- We are not aware of any litigations.

31. Has your Member State introduced any measures to encourage or support the conclusion of licensing agreements and contribute to the remuneration of right holders? If yes, could you please elaborate on these measures?

- When Article 15 in the CDSM Directive was implemented in the Copyright Act in Finland as a new section 50 §, it was packed by a new extended collective license section, 25 n §.
- The new section 25 n § together with the section 50.8 § of the Copyright Act establishes a mechanism to facilitate licensing agreements and collective

licensing of press publisher's right for digital uses, and also, the copyrights of individual works that belong to the press publications, such as for example editorial articles.

- The extended collective license section 25 n § makes possible the collective licensing of press publication and the works included in the press publication when the question is in the digital/online context of making copies of the work/press publication and communication to the public. As making copies press content is an elemental part for example of training of AI models and building of language models, section 25 n § of the Copyright Act can facilitate collective licensing of digital press publications' content in the applicable, agreed use cases.

32. Are you aware of any licence agreements concerning the use of works or subject matter protected by copyright and related rights for the training of/use in generative AI models, systems or applications having been concluded in your Member State?

- We are not aware of any collective license agreements between publishers and AI, other technology companies or ISSPs in Finland for the training of/use in generative AI models, systems or applications.
- We have no information of direct license agreements for the training of/use in generative AI models, systems or applications between the publishers and AI and other technology companies.

33. Do you know whether such licensing agreements cover solely the use of the content for training the models; and/or the use of content in the deployment of the AI systems or
applications and the generation of output?

- n/a

34. If any licence agreements have been concluded, have these been granted through individual licensing or collective licensing (including, where applicable, through mechanisms with an extended effect such as extended collective licensing, when available under national law)?

- n/a

35. (a) If licence agreements have been concluded, have these been exclusive or non-exclusive?

- n/a

(b) Are the licences granted on individually negotiated terms, or are there publicly available standard offers accessible to all interested users?

- n/a

36. Besides the AI Act's obligations for providers of general-purpose AI models to put in place a policy to comply with EU copyright law and to make publicly available a summary of the training data, applicable from 2 August 2025, do you see the need for additional measures at national and/or EU level to increase transparency and facilitate the conclusion of licence agreements concerning the use of copyright-protected content in AI training or further uses related to generative AI-systems? If yes, could you please elaborate?

- Yes, extended collective license (ECL) models should be established at national and/or EU level to facilitate the conclusion of licence agreements concerning the use of copyright-protected content in AI training or further uses related to generative AI-systems ("AI uses"), when there is no applicable ECL section in place in the national law. Even though direct licensing is always a main rule in publishing business, it can be supported by collective licensing with a help of ECL models when direct licensing is not possible or in practice sufficiently workable.
- For example, in Finland there is an urgent need for an ECL section in Copyright Act to cover AI uses of graphic content such as for example texts and pictures published in the books and other areas that do not fit under section 25 n §, i.e. not fit under the definition of press publication.
- It is also highly important to make sure that any AI uses related ECL are not stuck with the definition of making copies as exploitation of published can in some cases of AI uses in the future potentially take place without making an actual copy in the AI development process. This is a very important aspect to understand, follow and act on both national and EU level.
- It is important to set on the EU level relevant transparency and data-sharing obligations to the technology and AI companies for example as a part of EU-level copyright framework. The AI office Code of Conduct and the summary template will not create basis for sufficient transparency, on the contrary.
- It is clear, that without relevant data about consumption, audience, performance metrics and yielded revenues, the value of published content can remain a long and sterile debate. The reality is that technology and AI companies and social media network providers tend to drown publishers in loads of technical and unverifiable documentation as their confusion and delay tactics. This approach prevents both parties from deciding what is "fair remuneration". For the sake of transparency and productivity of the negotiation processes, documentation should be objective, verifiable, clear, comprehensive, unambiguous (for example market turnover, click-through rates, advertising revenues, user traffic) and available to both parties.

Facilitating licence agreements

37. Do you think that additional mechanisms should be explored at EU level in order to facilitate licensing and improve the remuneration of right holders, (If so, please provide a justification, including any potential advantages and limitations of the proposed solutions), for example:
(a) Extended collective licences (if yes, could this be sector-specific)?

- Yes, extended collective licenses would be preferred model to proceed in order to facilitate licensing and improve the remuneration of publishers, when preferred. The challenges for licensing and bargaining power of publishers and other media companies are more or less the same as around Article 15 related press publisher's right licensing and negotiations. In many cases, the publishers' counter parties are the same technology companies and social network providers.
- Please see answers above to the questions 27 and 28.
- For the further scientific study of the theme, please be informed of an article by Tuomas Mattila: "Extended collective licensing as a solution to copyright frictions in AI-driven creative economy" (2025). Mattila has provided the article to be published in "International Review of Intellectual Property and Competition Law". The article will be introduced in the University of Amsterdam conference: "GenAI & Creative Practices: Past, Present, and Future" in December, 2025.

(b) Mandatory collective management (if yes, could this be sector-specific)?

- No, mandatory collective management and compulsory licensing are not right way forward. Medialiitto objects such management and licensing.
- As there is great diversity in the AI use cases and also type, relevance and value (to training of AI models and language models) of different copyright protected works (such as for example press articles, non-fiction books, fiction literature, documentary films, entertaining tv series, classical music compositions and popular music songs, the freedom to operate and contractual freedom should be ensured to rightsholders such as publishers and other media companies. These freedoms to operate and contract are maintained by extended collective licensing schemes. Extended collective licensing model builds a natural path to a direct licensing that is one of the key principles of the publishers' sustainable business models.
- In the publishing sector, at least, the extended collective license should always be prioritized. The AI era is not, at least by now, a reason to alienate from one of the basic principles of the robust publishing industry, i.e. direct licensing supported by workable extended collective license when needed by the publishers.

(c) An arbitration mechanism – for example a final offer of arbitration model (if yes, could this be sector-specific)?

- Yes, there should be a binding arbitration mechanism such as for example a final offer of arbitration model established at EU level to facilitate licensing and improve the remuneration of right holders, such as press publishers. This is key initiative to level playing field between European publishing industry and AI and other technology companies incl. ISSPs.
- Please see also an answer to question 28.
- An arbitration mechanism should fit in and acknowledge the requirements of national court and regulatory systems, like the one for example in Finland.
- The potential "final offer of arbitration model" system could be established under the following principles:
    a) in terms of scope, the procedure covers at least services designated as gatekeepers or very large online platforms under the DSA and DMA and AI companies of a certain, larger size. These include for example social networks (Facebook, Instagram, TikTok, YouTube, LinkedIn, X), search engines (Google Search) and AI bots/search engines.
    b) in terms of procedure, a party could request mandatory binding arbitration in case voluntary negotiations are blocked or end after suitable time (to-be considered) of unsuccessful talks. The request could for instance be addressed to the relevant court, ministry or authority in the Member State (culture, justice, media or competition).
    c) The ministry/authority would appoint an independent chairperson and two expert co-arbitrators, within a reasonable time after the request, or set the arbitration under the national regulatory or court system.
    d) In terms of process, each party could for example submit a remuneration proposal within a relatively short period of time. The remuneration must be "fair" and accompanied with relevant data.
    e) The arbitration could then review the proposals and choose either one of them, taking into considerations such as the value for the content of the publisher, the cost of producing content, societal, democracy and competition law considerations. The fact that the arbitrators select one of the proposed offers should discourage ambit claims and provide strong incentives for both parties to submit their most reasonable offer.

f) The arbitration decision could be taken within a relatively short period of time after receipt of the offers, by majority voting. The decision should be enforced soon after the handling regarding payment.
g) Costs of the arbitration proceedings should be split equally between the parties, unless there are special circumstances that justify a different allocation (to be decided by the arbitrators).
h) Violation of the decision or deadlines could be subject to fine up to 10% of the gross turnover in the Member State.

(d) A model with a requirement/obligation to conclude licensing agreements with right holders?

- Yes, in principle this is a good, practical idea especially with respect of big technology companies (VLOPs as defined in the DMA/DSA).
- Please see the answer to question 28.

(e) An AI-ombudsman who could facilitate dialogue between the parties and ensure the confidentiality of data supplied by companies, or other third-party involvement ensuring confidentiality of data in order to facilitate licences?

- We do not belong this type of proposal would be sufficient and workable.

(f) A rebuttable presumption of use of copyright protected content in the context of the development or deployment of AI?

- Yes, this is an important proposal to introduce a presumption that copyrighted content is included in AI models. The Intellectual Property Rights Enforcement Directive should include a presumption that copyrighted works feed into AI models, reversing the burden on AI developers to prove that they do not infringe intellectual property or have made the necessary licensing arrangements. This initiative should be taken further on EU-level.
- The Danish government has taken the matter seriously and endorsed this proposal already in the spring 2024 made by the Danish government's technology expert group. It is clear to us that the Danish government understands and acknowledges potential threats of AI related services by technology and AI companies that have scraped for example press publishers' online press publication content without permission to do so. The question is about the threats to viability of press publishing, citizens access to trustworthy news content, information security and, finally, to democratic society.

(g) Other means?

- It is very important to understand and acknowledge that creating a licensing market in the context of AI and especially generative AI is an existential question for news media and other editorial media including book publishing in Europe. AI-powered tools such as AI summaries, like Google AI Overview, and chatbots are slowly replacing links to news websites and radically transforming the way users search current affairs information online. Recreating a value chain from content producers (journalists, writers, publishers) to content distributors (AI platforms and other technology companies' content services) is absolutely crucial for a quality journalistic environment, and ultimately for a viable democracy.
- The answers to this questionnaire are focused on concrete actions that would help in practice in creation of a licensing market in the context of AI and especially generative AI.

38. Are there any other aspects of this issue that are not addressed in the above questions and which you would consider appropriate to mention in this context? The protection of image, voice, likeness, etc.

- Please see the Ministry of Culture's AI & copyright stakeholder discussions legal report from the autumn 2024. The findings of report are valid to be communicated to the Danish presidency, or taken into account in the ministry's own national actions.

39. What challenges do performers currently face in this context in your Member State?

- n/a

40. Do you have rules at national level, in copyright law or beyond, to ensure the protection of the distinguishing features of performers in the context of AI?

- No, there are such legal rules.

41. Are you aware of any contractual practices affecting the protection of performers' image, voice, likeness and their use in the context of AI?

- We are not aware of such established contractual practices in Finland.

42. Do you see a need for a specific EU-related right for the likeness of performers enabling them to choose to license – or not – their personality rights/features?

- This theme is worth discussing. Please see the answer to question 38. However, as to the urgency of actions, this theme should not be a priority compared to the themes discussed earlier in this questionnaire.

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