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Subject:	Policy questionnaire regarding lessons learned on Article 15 of the CDSM Directive and on fostering a well-functioning framework for licensing in the age of AI – Presidency summary of the Member States contributions

Delegations will find attached a summary of contributions received from Member States to the Presidency policy questionnaire regarding lessons learned on Article 15 of the CDSM Directive and on fostering a well-functioning framework for licensing in the age of AI.

ANNEX

SUMMARY

of Member States' contributions to the Policy questionnaire regarding lessons learned on Article 15 of the CDSM Directive and on fostering a well-functioning framework for licensing in the age of AI

Prepared by the Danish Presidency

Generative Artificial Intelligence (GenAI) and its impact on copyright are evolving at a very fast pace. Artificial intelligence does not produce its output from scratch, but relies on existing data – whether it is text, images or music. Much of the data is protected by copyright and related rights. AI technologies represent new forms of innovation and transformation of industries – including the creative industries – but they also introduce new challenges for right holders, particularly concerning the protection, attribution, and enforcement of rights in the context of automated content creation.

Such technologies must act in consistency with applicable copyright laws. It is essential to have a copyright framework that ensures the right balance between proper remuneration for creators / the creative industries, while allowing AI developers of all sizes to have competitive access to high-quality data.

To support discussions at EU-level, the Danish Presidency launched a policy questionnaire regarding lessons learned on Article 15 of the CDSM Directive and on fostering a well-functioning framework for licensing in the age of AI. The questionnaire focuses on large-scale uses of copyright-protected content online, drawing on experiences from the right for the online use of press publications established under Article 15 of the CDSM Directive, as such right concerns online use by information society service providers (ISSPs). These experiences may provide valuable insights for ensuring a well-functioning and fair marketplace for copyright in the age of AI.

The emergence of GenAI presents both unprecedented opportunities and challenges, calling for a re-evaluation of existing legal frameworks and support mechanisms in order to address the complexities introduced by this technology.[1] The CDSM Directive introduced two exceptions for text and data mining (TDM): for scientific research (Article 3) and for broader uses (Article 4). In the latter case, the exception applies unless the uses have been "expressly reserved" by the right holder "in an appropriate manner" – also referred to as an opt-out.

The questionnaire was published and distributed to Member States on 27 June 2025, inviting them to provide their views and experiences on issues relating not only to the implementation of Article 15 of the CDSM Directive and licensing practices, but also the protection of performers and other right holders in the context of AI-generated and AI-assisted uses of content.

The aim of this document is to provide a summary of the written contributions the Presidency received from Member States. The summary reflects the written contributions received from Member States in response to questions 1-22 of the policy questionnaire, including stakeholder input when reported by the Member States in their submissions. The summary does not cover the responses provided to questions 23-42, which were included in the questionnaire solely to facilitate the collection of stakeholder input. Twenty Member States have sent their contributions to questions 1-8. Twenty-one Member States have sent their contributions to questions 9-22. The reference to "Member States" in this document should be read as meaning Member States who contributed their replies to the questionnaire.

The Danish Presidency hopes that this document will be a valuable contribution to future policy-oriented discussion in relation to AI and copyright.

[1] THE DEVELOPMENT OF GENERATIVE ARTIFICIAL INTELLIGENCE FROM A COPYRIGHT PERSPECTIVE: TB-01-25-001-EN-N ISBN: 978-92-9156-369-2 DOI: 10.2814/389378

MAIN FINDINGS

Based on the responses to the questionnaire, it became evident that Member States approach the issues raised in very different ways, reflecting diverse national legal traditions, licensing practices and policy priorities. The Member States contributions show varying levels of experience with the implementation of Article 15 of the CDSM Directive and with mechanisms for licensing the use of press publication, as well as differing approaches to the challenges introduced by AI. These differences also reflect distinct national traditions in negotiating and managing rights, including collective management, mediation structures and contractual practices.

At the same time, despite these differences, the responses clearly show that Member States face many of the same challenges. Rapid technological developments and the growing influence of global marked players have created concerns shared across borders, while the borderless nature of the internet continues to pose common difficulties for enforcement and effective protection of rights.

The emergence of AI technologies has intensified these challenges by making it possible to replicate or manipulate performers' voice, image and likeness based on existing recordings. Such uses often fall outside the scope of current EU copyright legislation.

Most of the responding Member States do not have specific legislation addressing the impacts of AI on performers' rights. Instead, protection is derived from existing legal framework such as civil law, criminal law and data protection law, leading to divergent levels of protection across the EU.

I. Lessons learned on Article 15 of the CDSM Directive

Licence agreements – state of play

The aim of Article 15 in the CDSM Directive was to strengthen the position of press publishers in the digital environment by recognising their organisational and financial contribution to the production of press publications, and to support the sustainability of the press sector. This legal recognition also aimed at facilitating the licensing and enforcement of rights in the online environment.

The responses from the Member States provide insights into the initial implementation and functioning of this new related right. The responses highlight national experiences concerning the new right's effectiveness in enabling press publishers to obtain fair remuneration for their investments, the practical operation of licensing mechanisms, provide an overview of whether licence agreements have been concluded as well as the form of concluded licence agreements. Finally, the replies offer an overview of emerging trends across the Member States in relation to relevant case law.

1. ***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?***

Based on the responses to the question, it appears that in the majority of Member States there has not been any litigation initiated concerning the rights in Article 15.

However, eight Member States have reported on different types of cases, including proceedings before competition authorities, arbitrations boards, national courts and the European Court of Justice.

2. ***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?***

Most Member States report having introduced national mechanisms to facilitate licensing agreements or other measures to ensure remuneration for the use of the rights covered by Article 15.

In addition to the introduction of a new neighbouring right for press publishers, granting them exclusive rights, some Member States have introduced mechanisms to secure the rights in various other ways, including obligations for ISSPs to provide detailed and sufficient information about usage and the possibility for mediation procedures.

In several Member States committees or boards have been designated or empowered to determine licensing terms or agreements between the parties under the conditions that the parties are willing to reach an agreement. In many instances, however, the public authorities such as committees, boards or ministries cannot raise matters on their own initiative or engage in the event of disputes without the involvement of one of the parties. Furthermore, their decisions are typically of a mediating and non-binding nature. Nevertheless, one Member State reported a scheme where, if ISSPs and press publishers cannot reach an agreement, the matter may be referred to the Ministry of Culture. It is then on the Ministry to determine, after receiving statements from both parties, the level of remuneration. Upon action by an unsuccessful party, this administrative decision may be examined by a court in a special judicial proceeding.

Collective licensing schemes and transparency obligations for ISSPs have been introduced in the majority of the responding Member States. In a number of Member States, the introduced collective licensing schemes allow CMOs to conclude agreements on behalf of both their members and non-members, on the basis of extended collective licensing mechanisms, as permitted in Article 12 of the CDSM Directive. This approach aims to ensure broader coverage, simplify rights clearance, and secure remuneration even when individual right holders are not directly represented. However, several Member States have reported that either no agreements have been concluded, or no approved CMOs have been established.

One Member State reports that there is no specific mechanism to facilitate licensing agreements, but its legislation establishes the requirements that an agreement must meet, which include respecting editorial independence and the obligation of the ISSP to provide detailed and sufficient information on the main parameters governing the classification of content.

Several Member States have report that CMOs were established and authorised to conclude extended licensing agreements on behalf of press publishers. However, one Member State has informed about a CMO which first obtained an authorisation for providing extended collective licensing for the reproduction and communication to the public of press publications based on the new neighbouring right, but later the submitted tariff proposals were rejected by the Ministry of Culture, as the tariff approval mechanism lay in the Ministry.

Following this, several press publishers withdrew their consent to be represented by the CMO, and the CMO subsequently requested to have its authorisation revoked. It now operates without an extended collective licensing scheme.

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

A small majority of the Member States reports that licensing agreements concerning the rights in Article 15 have been concluded. One ISSP has established a dedicated licensing initiative to comply with the CDSM, leading to a significant number of agreements covering the use of press publications. Six Member States report knowledge of existing agreements with this ISSP in their States. One of these Member States indicated that the ISSP has concluded agreements relating to more than 5,000 press publications in twenty-four EU Member States.

The same ISSP also operates a specific licensing programme for news content, which, according to the ISSP, has also resulted in a high number of agreements. This programme highlights key news stories and directs traffic back to the publishers' websites.

One Member State reports that they are aware of several publishers that have concluded individual agreements simultaneously.

A group of Member States have reported that there are ongoing plans to establish a CMO representing press publishers across this regional group of Member States, although the initiative remains at an early stage of development.

One Member State reports that, while one ISSP has concluded agreements, other ISSPs have not substantively engaged in discussions with press publishers. In some instances, negotiations were initiated but did not lead to agreements.

Eight Member States indicate that they are not aware of any licensing agreements in relation to Article 15 of the CDSM.

3. ***(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)?***

The majority of the Member States reporting on the conclusion of licence agreements indicate that these agreements are individual agreements. Several Member States further report that these are standard licence agreements offered by the ISSPs. However, a handful of Member States report the use of both individual and collective licensing agreements.

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

Out of the Member States that responded, thirteen reported no awareness of any such agreements.

For those Member States aware of agreements having been made, in several instances the agreement has not been made publicly available, and/or the relevant CMO does not have access to the contractual details.

Among the Member States where information is available, it has been consistently reported that the agreements are non-exclusive, based on the input from stakeholders, press publishers, or other relevant sources.

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

Based on the answers to this question, the overall picture shows that licenses are predominantly granted on individually negotiated terms, with no publicly available standard offers accessible to all interested users. One Member State reports that there are both standardised offers, as well as individually negotiated ones. Ten Member States report that they have no information on this issue.

In several Member States, negotiations take place between CMOs, IMEs, publishers and ISSPs, typically on a case-by-case basis. Stakeholders highlight structural imbalances in the negotiation process and point to a lack of effective enforcement mechanisms, which they consider to be one of the main reasons for the absence of agreements in some Member States. ISSPs, on the other hand, maintain that their offers are based on objective and consistent criteria.

In some Member States, general frameworks are set out in legislation, but more detailed methodologies and standards are still pending. Stakeholder input from several Member States also indicates that negotiations are complex and non-transparent, and that certain ISSPs refuse to share the data needed to determine fair remuneration.

Facilitating licence agreements

In order to form discussions on the lessons learned and possible ways to optimise the framework in this area, the contributions from Member States provide valuable examples and best practices that may serve as inspiration going forward.

5. ***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 provided for in Article 15 – for example as regards the scope and application of Article 15?***

In their answers to this question, the majority of Member States report several challenges and areas where the current EU-level framework for the protection of press publications could be improved.

Several Member States report that the scope of the terms "ISSP" and "press publication" is perceived as too broad and creates ambiguity. Member States also express some uncertainty about what constitutes an act of reproduction, the precise scope of protection and the interpretation of what qualifies as "very short extracts" that fall outside of the application of the Article.

Article 15 of the CDSM Directive has been implemented differently in the Member States, and this seems to complicate multi-territorial licenses and risks creating a fragmented internal market. There is no harmonised system for determining fair remuneration, especially considering the different ISSPs involved. One Member State recommends that the CDSM Directive instead be replaced with an EU Regulation to provide a uniform, directly applicable legal framework across Member States.

Several Member States report that there is no sufficient mechanism implemented to create effective control over copyrighted content and the enforcement of rights, due to a lack of transparency in accessing information (on the platforms' processes and data, as well as on the true value of publishers' content) and asymmetry in negotiating power and licence agreements.

One Member State reports unfair practices and competition by ISSPs, where press content is used without proper remuneration.

Multiple Member States agree that it could prove useful with provisions at an EU-level for disclosing data or other criteria for the determination of fair compensation that are necessary to qualify what is to be paid for the online use of press publications. One Member State reports that provisions concerning binding dispute resolution tools, such as final offer arbitration, would encourage fairer negotiations.

One Member State points to additional challenges related to concluding licence agreements under Article 15, including the lack of opacity in contracts and the heightened pressure arising from AI that legislators did not anticipate when crafting the CDSM Directive.

Two Member States report that even though they have implemented provisions that provide for the possibility to conclude collective licensing agreements, ISSPs seem disinterested in concluding such agreements. The length, cost and complexity of negotiations are also a significant obstacle. One Member State reports that there is a need to define a sanction regime within the directive in cases where ISSPs in negotiations decide to withhold or cease to display the content subject to licensing negotiations.

One Member State reports that, since the CDSM Directive has only been in force a relatively short time, it is important to focus on effectively implementing the provisions to ensure clarity and legal consistency, even though there are certain challenges within the current EU framework.

Five Member States report that they do not see any challenges at the moment.

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

Based on the collected answers from the Member States, there are additional mechanisms that could be considered to facilitate licence agreements.

One Member State indicates that there should be mechanisms that guarantee transparency in the use of content, opt-in mechanisms for AI use of content, measures to prevent the imposition of unfair or unequal conditions, enforcements of rights and compliance mechanisms for the agreements introduced by either a national or European authority.

Member States also report a clear power imbalance in negotiations, and it seems that ISSPs are not willing to engage in negotiations. This is reflected in the minimal number of licence agreements and the number of pending lawsuits. Mechanisms that balance the bargaining power could also be explored.

Some Member States are open to an arbitration method that could encourage the participation in the negotiation proceedings and make the output enforceable, while preserving the negotiation autonomy of the parties. While a few Member States report that they are open to additional mechanisms such as final offer arbitration, they also note that it should be carefully considered if such mechanism provide sufficient flexibility for the parties. Final-offer arbitration may also be a lengthy procedure. One Member State comments that it would be more beneficial to refine and expand upon the existing framework instead of establishing a final offer arbitration model.

One Member State reports that a possibility could be to introduce reference tariffs, i.e. guidelines from either the European Commission or an independent European authority defining indicative ranges of remuneration proportional to usage.

One Member State points out that the functioning of the EU acquis in the digital and AI environment is heavily dependent on technical solutions, and notes that proper infrastructure is needed in order to ensure that the law works as intended.

Five Member States report that there are no additional mechanisms that could be considered.

7. ***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?***

Based on the collected input, ten Member States report that there are no other aspects that need to be addressed. Other Member States report various issues, for example the bargaining power of smaller press publishers, implementation of EU standards to create a harmonised market, as well as the impact of AI on journalistic content.

There are different aspects that have been highlighted throughout the Member States' input. One Member State mentions that stakeholders express their concerns about the exclusion of the use of "very short extracts" from the application of Article 15(1), as they consider it grants ISSPs an advantage by allowing them to avoid the obligation to request authorisation for the use of press content in their services. In the opinion of the stakeholders, to guarantee that the exclusion is interpreted in such a way as not to affect the effectiveness of the rights provided in the Directive (Recital 58 of the CDSM Directive), the safeguard should be included in all national laws.

One Member State reports that their right holders face challenges in implementing voluntary licensing, since they have difficulties with establishing a direct contact with major platforms.

Five Member States note that there should be considered specific measures to safeguard the position of smaller publishers, who have less bargaining power than larger groups. One Member State remarks that a way to address the power imbalance in negotiations could be to include a data disclosure requirement, provide for a greater harmonisation of the negotiation process and arbitration mechanisms, and implement a degree of EU-level oversight.

Implementing non-discriminatory criteria would also benefit the application of fair compensation and facilitating collective negotiation models. It could be relevant to monitor and collect data from the different licence agreements at both EU and national level, to objectively assess the effectiveness of the current legal framework and to set best practices among Member States.

A few Member States consider that the current EU market is too fragmented, and that there is a need to introduce a minimum of EU standards concerning enforcement. This could be done through the introduction of a binding EU-level arbitration mechanism, and by improving transparency to create a well-functioning licensing market for press publishers.

Multiple Member States report that it is important to assess the impact of AI and generative AI tools on the distribution and reproduction of journalistic content. They consider that the current regulatory framework does not adequately address this. Press publishers also raise a concern with the unauthorised use of data in training of generative AI models and in AI-powered search engines. One Member State notes that the EU regulation in the digital and AI age is heavily dependent on technical solutions, and points out that proper infrastructure is therefore needed to ensure that the law works as intended. The same Member State mentions that there is a need to structurally reform the EU copyright legislation following the introduction of AI, but this needs to be carefully considered, bearing in mind EU’s competitiveness on one hand and the right to fair remuneration on the other.

One Member State indicates that transparency and enforcement are essential to creating a licensing market for press publishers.

Another Member State notes that the problems with the press publishers' right were not entirely unforeseen. From the outset, there was considerable criticism of the right in academic circles. A free and pluralistic press is important for the proper functioning of democratic societies. Solutions for safeguarding this could also be sought outside the realm of copyright. Consideration could for instance be given to tax benefits for press publishers and/or an investment obligation for generative AI.

II. Licensing of copyright and related rights in the context of AI

Licence agreement – state of play

TDM techniques may be used extensively in the context of the development and training of AI models, for the retrieval and analysis of vast amount of content which may be protected by copyright and related rights.[2] Article 4(3) in the CDSM Directive establishes a mechanism which enables right holders to reserve their rights with regard to the exception for TDM. This mechanism allows right holders to retain control over their exclusive rights, thus enabling them to license the uses of their works or other subject matter.

The responses from Member States provide insights on how this mechanism may or already does function in practice, and on the possible extent to which a licensing market for AI training and related uses has already begun to emerge. The contributions offer an overview of current practices, challenges, and relevant case law concerning the use of copyright-protected content for the development of generative AI systems.

8. 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?

Based on the answers to this question, fourteen Member States are not aware of any national litigation concerning the use of copyright-protected content in the context of AI. A minority of five Member States have had national litigation.

Two Member States reported administrative regulatory proceedings, and five Member States reported litigation at a national level. The administrative regulatory proceedings have indirectly addressed related aspects, such as data usage, transparency obligations, and a monitoring of the use of press content through the tech company's AI tool.

The five Member States that had litigation in their national courts reported that the litigation concerned the training of an AI system, the possible infringement of output, and the ability to opt out.

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[2] Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act)

One Member State reported several cases. In one instance, a national regional court ruled that downloading an image from a stock photography website and using it in training data did not infringe the photographer's copyright. Two additional cases have been initiated by a CMO before the regional court. The first concerns whether training an AI system is in itself unlawful and whether the system's generated lyrics constitute an infringement. The plaintiff has requested that the court refer the case to the CJEU. The second case concerns audio generated by a generative AI model and questions whether the output songs resemble existing works so closely that they infringe reproduction and making-available rights. In a separate case a journalistic association has sued a newspaper publisher for using journalistic content for AI-related purposes.

Another Member State reported that there had been one court decision concerning Article 4 (3) of the CDSM, where the newspaper publisher programmed their website correctly to communicate their opt-out to web crawlers.

One Member State reported that there is one case initiated by a national authors' and publishers' union against a tech company concerning copyright infringement and parasitism. There are several pre-litigations underway.

Two Member States reported that there was litigation in 2023 at their national courts concerning copyright of AI generated output. The cases had diverging outcomes. One Member State reported that the national court ruled that AI-generated output could not be copyright-protected, while another Member State reports a similar case where their national supreme court confirmed that a digital image created with the aid of AI tools may be protected by copyright if a significant human creative contribution is identifiable.

9. ***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?***

A majority of Member States report that they have not introduced any measures to encourage or support the conclusion of licensing agreements and contribute to ensuring remuneration for right holders in the context of AI. However, they have implemented the relevant provisions of the CDSM Directive, and have in some cases established specific mechanisms – though not all of these stem from the CDSM Directive. On the basis of the CDSM Directive, Member States have introduced, in particular, extended collective licensing schemes and dispute resolution procedures for determining the remuneration of authors and performers.

Other mechanisms reported by Member States include general frameworks for collective rights management, mediation or arbitration options, opt-out solutions, and other general provisions related to licensing agreements and their features.

A minority of Member States have initiated different measures to encourage or support the conclusion of licensing agreements. One Member State reports that a bill has recently been approved by their national senate that clarifies that AI-assisted works may be protected if human intellectual input is identifiable, while also confirming that reproductions and extraction for AI purposes must comply with the CDSM exceptions. Another Member State reports that their Culture and Digital ministers have jointly had discussions with right holders and representatives of AI developers to find the best practices for negotiating licence agreements and to improve the mechanisms for opt-out. Furthermore, a communication address to the Member States' parliament proposes legislative intervention, in case the current framework does not foster the emergence of a licensing market. One Member State reports that, at a national level, the national intellectual property office raises awareness through educational work and campaigns.

One Member State notes that it tried proposing legislation concerning extended collective licensing, and Article 12 of the CDSM Directive, but the proposal did not receive sufficient support and was withdrawn. There are also other legislative initiatives that address the issues related to culture and AI.

One Member State recommends potential measures be agreed upon at an EU-level, in order to create a harmonised approach.

10. 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 of applications having been concluded in your Member State?

Based on the input from the Member States, just over half of the Member States are not 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, and the other half report that they are either in the early stages of negotiations, or have already established licence agreements across different sectors.

Three Member States report that there have been some indications that negotiations have begun, but they do not have any information on the particular agreements.

Several Member States report that a few licence agreements have been concluded in different sectors, most notably in the music sector and the press sector. Agreements in the audio-visual sector have also been made. In the music sector, three Member States have reported that collective licence agreement agreements have either been made or are upcoming with AI companies on both national level and through international partnerships. Two Member States report that there are a few licence agreements concerning the press sector and in the audio-visual sector. Some rights organisations have reported they are open to discussions, but have not been approached or have unsuccessfully tried to enter into negotiations with AI companies. In these Member States, the discussions are therefore at an early stage.

One Member State reports that even though licence agreements have not been concluded, some companies (mostly in the audio-visual sector) have introduced specific clauses in their contract to get an approval for using copyrighted content for the training or use in generative AI models focusing on input.

11. 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?

Almost all of the responding Member States, seventeen of them, do not have any information on 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, since there have either not been any licence agreements, or the concluded licence agreements have not been published.

The small majority of Member States that does have information concerning concluded licence agreements report that the agreements cover the use for training of AI systems and the generation of output. However, most of the information regarding the content have not been made public. One Member State reports that the agreements cover both training and deployment. Another Member State reports that they do not have any knowledge about any active licences, but it would appear that they are more a matter of "RAG" (Retrieval Augmented Generation) rather than initial training.

One Member State reports that it is important that licence agreements also cover the copyrighted content use for the creation of new works, rather than just as training material for the AI model. Existing licence mechanisms should be available for works uploaded and for reference material used for prompt.

This is only under the precondition that the AI system ensures that uploaded works are not repurposed for training without authorisation. According to this Member State, these conditions could foster an important differentiation between licence models, one training license for large-scale ingestion of works, and one deployments license for user-driven uploads. It could help maintain consistency, lawful and transparent use of AI assisted creations.

One Member State reports that even though there are no active licence agreements, their stakeholders report that it is important to licence both the input and the output data. The Member State highlighted once again that the collective rights organisations, despite being willing to enter into licence agreements, are facing a lack of cooperation, information and transparency from the AI services.

12. 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)?

Based on the collected input from the Member States, the majority, fifteen Member States, report either that no licence agreements have been concluded or that they have no information on whether concluded licence agreements are based on individual licensing or collective licensing. One Member State reports that the national collective management organisations have joined others in Europe in declaring the reservation of rights to their repertoires, referring to Article 4 of the CDSM Directive. This includes collective management organisations representing musical works, works of sound engineers/designers, works of fine arts, architecture and visual components of audio-visual works. These collective management organisations have not received any responses regarding their statement concerning text and datamining regulated in Article 4 of the CDSM Directive.

Four Member States report that the licences concluded so far have been negotiated on an individual basis concerning AI. The agreements have been negotiated directly between the right holders and the AI companies or platforms. One of these Member States reports that, even though some national collective rights organisations offer tariffs for specific AI-related uses, it is unclear to what extent such collective licensing agreements have been made.

One Member State reports that the licenses have been granted through collective licensing, although not with extended effect. The license model is deployed commercially with voluntary participation by some organisations.

Two Member States report that the decision on whether individual or collective management is used depends on the habits of the cultural sector concerned.

In one Member State, the few agreements that have been concluded in the press sector, have been directly with the right holders, while the one agreement concerning the audio-visual sector has been concluded through a collective management organisation. Even though the mechanisms of extended collective licensing exist in that Member State, it has not been used for this type of agreements, and the national stakeholders are not in favour of using it either. Another Member State reports that in the recording industry the agreements are made though individual licensing agreements based on voluntary bilateral negotiations.

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

Based on the collected input a majority of the Member States, seventeen, either do not have knowledge of any concluded licence agreements or do not have any information on whether such licence agreements are exclusive or non-exclusive.

Three Member States report that the concluded agreements have been non-exclusive.

One Member State reports that the licence agreements have been granted on individual negotiated terms through bilateral agreements.

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

Based on the collected input, a majority, sixteen Member States, report either that there have not been any concluded licence agreements or that they do not have any information on whether the licence agreements are granted on individual negotiated terms or if there are publicly available standard offers accessible to all interested users. One of these Member States reports that no licence agreements have been concluded, but the national collective management organisations are introducing special tariffs pertaining to the use of their repertoire in the context of AI, and the draft tariffs have been made publicly available on their website.

Four Member States report that the licence agreements have been concluded through individually negotiated terms.

One Member State reports that the detailed commercial terms are not disclosed, but that a national rights management organisation has published information on principles and explained how their licence works.

14. ***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?***

Based on the collected input, a few Member States urge for caution concerning implementing additional measures, since the obligations under the AI Act have just been introduced. On the other hand, a strong majority calls for additional measures.

Three Member States report that there are issues regarding transparency of used copyrighted content, but note that, given that the obligations under the AI Act have only recently been introduced, there is a need to carefully examine all of their effects before introducing additional measures. They find it important to maintain a balance between various interest, right holders, AI providers and users. They consider it may be appropriate to monitor the market, before introducing legislation that could become outdated due to fast-paced technological advancements.

One Member State reports that, in their opinion, EU and its Member States' priority should be to ensure a meaningful implementation of AI Act obligations for general purpose AI models, in particular to respect the transparency obligation, which would be a first step towards licensing. This Member State finds that encouraging practical solutions such as licensing hubs, including collective management organisations, seem useful, however the hard problem lies in the unwillingness of AI providers for entering negotiations to conclude licences and acknowledge their use of copyright-protected content.

One Member State reports that several central legal questions are currently pending either before the CJEU or national courts. The outcome of the proceedings has the potential to significantly impact the licensing market, and should be awaited before proposing concrete adjustments for the legislative framework.

However, the Member State in question finds that if the transparency rules do not improve noticeable for the right holders, legal adjustments to the *acquis* should be discussed to ensure equate remuneration, better transparency concerning the training process, the application of EU law, and remuneration for output of AI systems.

Multiple Member States consider that there is a need for additional mechanisms that should be taken at EU-level, focusing on enhanced transparency, legal clarity concerning the CDSM Directive and AI, sanctions and better enforcement of rights.

Some Member States report that there is still a widespread legal uncertainty on what copyright-related acts take place in the training, distribution, and output generation phases of the AI mode. This creates additional uncertainty in relation to licensing, and additional legal clarity could benefit the building of a license market. Initiatives like a European licensing model could provide framework licensing terms that could benefit smaller players. These Member States mention additional measures that could be adopted in several areas: compliance with the obligations in the AI Act, sanctions, more technical solutions for rights reservation, and a framework concerning the output perspective.

Member States also find that right holders must receive proper remuneration for the use of their work, and careful consideration must be given to how remuneration through either licensing or other means can be ensured. Some Member States consider that the opt out exemption in the CDSM Directive is currently not working in the field of generative AI. The majority of stakeholders who have replied see a problem with the machine readability requirement for opt outs, and they do not want training of generative AI systems to fall under the text and datamining exemption. They report that the obligations in the AI Act concerning transparency do not ensure sufficient transparency. There is a need for enhanced transparency and mandatory detailed disclosure mechanisms where stakeholders would have access to more information, EU-level licensing platforms, licensing guidelines, audit rights and oversight mechanisms, awareness and better support to right holders. There is an imbalance in the negotiation position , and some stakeholders suggest EU-wide recognised licensing terms.

One Member State reports that arbitration and mediation mechanisms could be implemented to avoid prolonged litigation. Another Member States points to establishing enforcement tools and a collective licensing infrastructure, since individual negotiations seem impractical.

Another Member State reports that a taskforce, the Copyright Infrastructure Task Force (CITF)[3], which was established in 2019, published its First Project Report "Interoperable, trustworthy, and machine-readable copyright data in the AI era (2025:23)" outlining requirements for improving transparency and technical readiness. These include machine-readable opt-out declarations, metadata standards, and documentation of AI training processes. Such measures could help facilitate licensing and ensure fair remuneration for creators and right holders, without requiring immediate changes to the legislative framework.

As regards the output, another Member State reports that they believe that EU should establish a mechanism that requires AI providers to implement systems that reject prompts and avoid outputs that may lead to copyright infringement.

Another Member State proposal is for a rule in Article 4 of the CDSM Directive, allowing the collective management organisations to collectively reserve the rights of their members/adherents. Alternatively, they could establish the opt-in approach instead of the opt-out. it seems that the information required under the AI Act is not sufficient to ensure effective licensing and fair remuneration.

Consideration could be given to establish a repository of training summaries, setting up a harmonised machine readable opt-out mechanism, designing a system that could alert opt-out holders when their content is being used and a voluntary EU wide licensing model.

Some national stakeholders are calling for complementary action, such as a clarification of the territorial scope of the AI Act, compliance, sanctions for infringements of the AI Act, clarification of the interplay between Article 3 and 4 of the CDSM Directive, solution for effective implementation of the opt out, effective implementation of transparency and a central register for copyrighted content. They consider that the following legislative changes could be implemented at a national and at an EU-level: an exclusive right in relation to AI for remuneration, limiting the dissemination of content generated entirely by AI and favouring human creation and obligations for AI providers to notify the works used and to confirm that any rights reservation has been taken into account.

[3] The Copyright Infrastructure Task Force (CITF) is an EU-level, multi-country project initiated in 2022 by State Secretary of Estonia following the initiative taken during the Finnish Presidency in 2019. The work of the CITF supports and complements relevant activities of the Commission and the EUIPO related to AI and copyright.

Facilitating licence agreements

The responses from Member States provide input for future discussions and may serve as a basis for identifying possible ways to facilitate possible agreements between right holders and AI providers.

15. Do you see the need for improving the framework at EU-level for facilitating the conclusion of licence agreements concerning the use of copyright-protected content for the purpose of AI training or further use related to generative AI-systems?

Based on the collected input, over half of the Member States see a need for improving the framework at an EU-level.

Many Member States report that there is legal uncertainty regarding which copyright-relevant acts take place during the training and usage. Clarifying the understanding about the copyright-relevant acts taking place during the lifecycle would benefit the negotiations process. Also, stakeholders do not want training of generative AI systems to fall under the text and data mining exemption. One Member State notes that rights for AI-generated works should also be regulated.

Member States consider it necessary to identify a model that ensures fair and adequate participation and remuneration of creators throughout the entire value chain. It is important that there is a harmonised framework that creates a balance between right holders and innovation. Stakeholders comment that the license fees should cover the subsequent use of the AI model if it has been trained on their copyrighted works. Member States find obligations in the AI Act concerning transparency to be insufficient. There is an imbalance in the negotiation position, and some stakeholders suggest EU-wide recognised licensing terms. Current mechanisms for concluding licence agreements are too fragmented, time-consuming, and inaccessible. A more coherent and streamlined approach would be beneficial, for example by establishing licensing hubs, clearer guidelines on the application of existing copyright legislation, and harmonised opt-out mechanisms. It could help balance innovation on one hand and the right holders on the other. One Member State notes that the lack of a well-functioning licensing market is caused by the fact that AI tools providers are unwilling to engage in licensing negotiations.

Tools such as collective or hybrid licensing models, arbitration systems and harmonised procedures for improving transparency and evidence-gathering could be evaluated. A coherent European approach would reduce regulatory fragmentation.

Some suggestions from Member States are: establishing different technical standards for machine-readable opt-out, introducing an obligation for providers to store and, at the request of the authorities, produce scanning/crawling logs demonstrating compliance with opt-outs, and centralising a searchable register of training data summaries at the AI Office. Additional measures could be a requirement for machine-readable manifests, clear deadlines for opt-outs to take effect, coordinated technical oversight and audits, and lastly an EU online dispute resolution platform (mediation/rapid arbitration) on alleged infringements or royalties due. One Member State notes that open-source licenses should be explored.

Some Member States report that further EU-level consultation is required to gauge the current license market, and note it is important to allow for time for the new rules to have their effect. At this stage, it is still relevant to examine the possibilities offered by the current legal framework and to rather focus on tools and infrastructure.

The creative sector reports there is no willingness on the side of the AI providers to engage in negotiations regarding licensing. Several central legal questions are currently pending both before the CJEU and national courts. The outcome of the proceedings has the potential to significantly impact the licensing market, and should be awaited before proposing concrete adjustments for the legislative framework.

Member States report that their stakeholders feel that there are issues with transparency; if these issues do not improve noticeably for the right holders, legal adjustments to the EU *acquis* should be discussed to ensure equate remuneration, better transparency concerning the training process, the application of EU law, and a new exclusive right for remuneration for output of AI systems. A harmonised approach with standardised licensing models, collective management solutions, and technical tools could strike the needed balance and ensure interoperability and fairness between right holders and AI developers.

Three Member States report that there is no need to improve the current framework.

16. In your opinion, would the introduction of standardised licences or smart contracts help support the conclusion of licensing agreements? If so, in which situations / for which type of content?

Based on the collected input, five Member States either do not have an opinion or are against the introduction of standardised licenses or smart contracts to help support the conclusion of licensing agreements.

Two Member States report that there are doubts as to whether such licenses or smart contracts could be concluded on equal terms by both parties, respecting the negotiating capacity of right holders. Standardised licences would mostly benefit smaller market participants, and bigger market participants might need their own license terms. It is important to ensure fair participation in the value chain, while also preventing abuse and inequalities. Smart contracts could provide harmonised mechanisms for negotiating terms, and standardised licences could establish legal certainty for all parties involved, especially if implemented at the EU-level. The contracts are not a catch-all type and in some instances the terms need to be customised to cater to the parties' specific needs.

One Member State considers that both standardised licenses and smart contracts could play a valuable role in simplifying and accelerating the conclusion of licensing agreements in the AI context. Standardised licence templates, especially when tailored to specific sectors, could help reduce negotiation barriers and legal uncertainty, as well as create more consistent terms and fairer conditions across the market. Smart contracts could further enhance efficiency by automating permissions, and be useful for content types that are often used at scale in training datasets, such as images, music, text, or audio-visual clips. To be effective, however, these tools should be interoperable, rights-holder-friendly, and developed in consultation with relevant industry sectors to reflect real-world licensing needs.

One Member State reports that both standardised licences and smart contracts could help support the conclusion of licensing agreements. Standardised licences would reduce legal complexity and the need to negotiate individual contracts, facilitating data sharing and use for AI training. Smart contracts could automate the licensing process, ensuring that royalty payments or rights allocations occur automatically whenever a licensed work is used. However, the governance of the contract management platform would need to be carefully considered.

One Member State reports that standardised licences and smart contracts could significantly support licensing agreements, but for it to successfully have an impact on the licensing market there are a number of mechanisms that needs to be established, such as the recognition of smart contracts across Member States, common metadata standards, clear mechanisms ensuring revenues reach primary creators and technical infrastructure for monitoring and enforcement.

Two Member States note that standardised licences and smart contracts could offer practical benefits, but the concepts require further clarification, and the practices are still evolving in different sectors. The EU should exercise caution when considering amendments to legislation that has only recently entered into effect and has not yet been evaluated.

Two Member States believe standardised licences and smart contracts could significantly improve the speed, efficiency, transparency and traceability of licensing processes in the AI context, and could allow the automation of certain aspects. However, these Member States favour solutions based on contractual freedom and the will of the parties, rather than imposed standards. This last type of solution should only be considered if the market does not structure itself. If standards were to be established, it is important to ensure that a satisfactory and proportionate solution for all players results in fair remuneration of copyright. Negotiations should take into account the specificities of the sector and the inputs of the party with less bargaining power.

Three Member States note that the introduction of standardised licences or smart contracts could be one of the possible solutions, which could further be discussed and examined. However, the specificities of the creative sectors should be taken into account. Each sector has distinct characteristics and different ways of licensing, a one-size-fits-all approach could prove inadequate. The license conditions should therefore vary between the sectors. These measures should remain voluntary and interoperable with collective management practices and proportionate for SMEs.

Four Member States report that standardised licences and smart contracts could reduce asymmetry between parties, and could promote licensing. One Member State reports that the first step should be encouraging and convincing AI providers to engage in negotiations. Another Member State notes that perhaps the introduction of standardised licences or smart contracts would be beneficial for start-ups and SMEs.

17. 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 advantage and limitations of the proposed solutions), for example:

(a) Extended collective licences (if yes, could this be sector-specific)?

Based on the collected input, five Member States do not have an official position on whether or not extended collective licenses as an additional mechanism should be explored at an EU-level in order to facilitate licensing and improve the remuneration of right holders.

Most, however, are positive about extended collective licenses as an additional mechanism, but highlight that it should be sector-specific and voluntary.

Four Member States report that while ECL could provide legal certainty and simplification of licensing to both sides, their national stakeholders are not in agreement. Collective management organisations support this option, but both larger and smaller right holders have opposing views regarding the ECL mechanism, particularly because it is not a fully voluntary (opt-in) mechanism, but rather an opt-out mechanism. One Member State reports that there is a bit of reluctance from big tech and AI companies to use the ECL model. Therefore, at present, only a voluntary collective management mechanism could achieve sufficient national social acceptance.

One Member State reports that ECL could allow a collective management organisation to license a category of works on behalf of all right holders, provided there is an opt out option for individual right holders.

One Member State reports that they are focusing on creating the conditions for effective implementation of existing legislation, favouring individual negotiation and voluntary collective management. Given the diversity of the sectors and types of works involved, solutions will have to be considered on a sector-by-sector basis. In this Member State, national stakeholders were almost unanimously opposed to extended collective licensing. They are also rather in favour of contractual freedom for both parties, and the encouragement of mechanisms that foster negotiation.

Three Member States report that it is very important to involve stakeholders, because different sectors face different challenges. One of the Member States reports that their national stakeholders propose to establish a central European body to promote dialogue between companies and right holders. This would enable the process of developing an effective remuneration or licensing model together with AI providers and right holders. Extended collective licensing may be appropriate in some sectors but not in others.

Five Member States report that it could potentially work on a voluntary, sector-specific basis. Extended collective licences can provide legal certainty to AI developers, while ensuring that right holders are compensated. However, one Member State reports that extended collective licenses must be accompanied by robust opt-out mechanisms and transparency obligations to preserve individual rights and comply with EU law. Sector-specific application would allow for flexibility depending on market structure and licensing practices. It is also essential to ensure transparency, representative management bodies, and regular audits to avoid under-remuneration.

One Member State reports that at an EU-level, it may be justified to explore additional mechanisms to enhance the efficiency of licensing and to improve the remuneration of right holders. However, it remains necessary to ensure a precise legal interpretation of the TDM exception and to clarify the exercise of the right to opt-out from that exception in the context of AI training, as only then will the precise scope of ECL become clear.

One Member State reports that collective management with extended effect has proven to be very useful in practice for certain types of uses of copyright-protected content.

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

Based on the collected input, a number of the Member States, eight of them, do not have an official position on or do not support exploring mandatory collective management as an additional mechanism at EU-level.

Just as many Member States report that stakeholders are divided on the issue. Some stakeholders prefer licences negotiated on a voluntary basis, while others consider that mandatory collective management with strict safeguards could be useful to ensure remuneration is received, particularly in certain sectors, and could guarantee a level-playing field in negotiations. Some right holders point out that mandatory licensing should be combined with an unwaivable right to remuneration, while others believe legal consistency would have to be established with the current option to opt out and that remuneration would be expected to be low.

Other Member States are stating that mandatory collective management could weaken the competitiveness of the creative sector, and while mandatory collective management strengthens negotiating power of numerous small right holders there is also a risk of capture by large intermediaries or dominant CMOs. In any case, such a regime would require EU safeguards, such as transparent distribution rules. The principle of freedom of contract supports the functioning of the market and mandatory licensing may not be suitable for all content types or creators, thus possible negative effects need to be carefully evaluated before restricting this freedom. Several right holders are strictly against any mandatory licensing schemes and point to the importance of freedom of contract. There is no clear preference by sector.

One Member State reports that it would be appropriate to first discuss these issues/measures with all relevant actors. The aim should be to achieve maximum harmonisation within the EU.

One Member States reports that in some fields, mandatory collective management could also be relevant, particularly when individual licensing is impractical and collective management is already the established model. It would guarantee a level playing field and ensure that all right holders, including smaller or less represented ones, participate equitably. Any mandatory system should be proportionate and avoid undermining voluntary collective management structures that already function effectively in certain markets. It should also be sector specific. While collective management can offer advantages, making it mandatory could also risk compromising the contractual freedom of right holders. In any case, it is essential to preserve the right holders' right to decide whether to grant licenses for the use of their works. On the other hand, partial mandatory collective management would ensure baseline remuneration, standardised reporting, and enforceable access to how the data concerning copyrighted content has been used. The trade-off is flexibility—bespoke deals may need carve-outs to reward quality, freshness, and brand value beyond the baseline tariff.

One Member State reports that they are focusing on creating the conditions for effective implementation of existing legislation, favouring individual negotiation and voluntary collective management. Given the diversity of the sectors and types of works involved, solutions will have to be considered on a sector-by-sector basis. The right holders were almost unanimously opposed to compulsory collective management, just as they were opposed to legal licensing.

One Member State reports that mandatory licensing is the preferred option of CMOs, but for other stakeholders both voluntary (bilateral) licensing and flexibility are important. The implementation of mandatory collective management could lead to market distortion.

One Member State reports that sector-specific extended collective licensing should be explored at the EU-level as a tool for licensing. Right holders showed a strong preference for the use of extended (or even mandatory) licensing as the default tool to facilitate large-scale uses of the copyright-protected works for AI training.

One Member State reports that collective management with extended effect (namely, mandatory collective management with the presumption of representation) has proven to be very useful in practice for certain types of uses of copyright-protected content.

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

Based on the collected input, almost half of the Member States, ten, do not have an official position on or do not support an arbitration mechanism as an additional mechanism to be explored at EU-level. The concern is namely that, without the creation of precedents, legal uncertainty would actually increase.

The rest of the Member States are divided on the issue, with a few noting that an arbitration mechanism could be against the principle of freedom of contract.

Five Member States report that an arbitration model could help resolve deadlocks in negotiations and incentivise fair offers from both sides. It could be useful in disputes over licensing terms for large-scale AI training datasets or for setting standard rates. Its success, however, would depend on clear procedural rules, sectoral adaptation and the credibility of the arbitrators. Two of the Member State report that the arbitration model would have to be sector-specific, and that the outcome of the procedure should be enforceable across Member States. Cross-border enforceability is particularly important given the extraterritorial nature of AI training.

Four Member States report that the right holders have doubts as to whether the introduction of arbitration would be an effective mechanism given that providers of AI tools are not willing to cooperate. However, arbitration combined with enforcement tools and sanctions in case of refusal or non-cooperation could prove to be an effective mechanism. It would be appropriate to first discuss these issues/measures with all of the relevant actors.

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

Based on the collected input, over half of the of the Member States, fourteen, do not have an official position on or do not support a model with a requirement/obligation to conclude licensing agreements with right holders as an additional mechanism to be explored at EU-level in order to facilitate licensing and improve the remuneration of right holders.

Some Member States claim such a model with broad mandatory obligations is risky and likely disproportionate, and note it would interfere with market freedoms and authors' control as well as with national fundamental rights, such as contractual freedom.

Three Member States report that the idea of requirement or obligation to conclude licensing agreements could limit contractual autonomy and might not be suitable in a competitive and diverse creative ecosystem. However, in specific cases where large platforms or "data gatekeepers" have a dominant market position, a duty to negotiate in good faith and to avoid unjustified refusals to license could be envisaged, following the principles already applied in competition law. Such a framework would ensure that access to content is based on fair, reasonable and non-discriminatory conditions, without imposing rigid contractual outcomes. Some support the obligation only under the condition that not enough voluntary licences are concluded.

Three Member States note that a legal obligation to conclude licensing agreements could strengthen the position of right holders and ensure that opt-outs or uses under exceptions are not used to circumvent fair compensation. Any model should be based on authorisation (i.e. licensing) and remuneration of right holders. However, safeguards must be in place to ensure that this does not stifle innovation or impose unreasonable burdens on small developers. Such negotiations should be conducted in the good faith and with the intention of obtaining a licence.

One Member State considers that it would be appropriate to first discuss these issues/measures with all of the relevant actors. The aim should be to achieve maximum harmonisation within the EU.

(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?

More than half of the Member States who gave input, eleven, do not have an official position on or do not agree that the idea of an AI-ombudsman should be explored at EU-level in order to facilitate licensing and improve the remuneration of right holders.

The remaining Member States are divided on the establishment of an AI-ombudsman.

Some Member States are positive and report that an ombudsman could help facilitate dialogue and ensure transparency regarding the revenues collected and distributed. It could be a positive mechanism, and it should be equipped with the legal powers to oblige parties to engage in a dialogue.

According to these Member States, it could be particularly beneficial in contexts where right holders are reluctant to engage due to a lack of information or fear of data misuse. The ombudsman could also assist with standard-setting and best practices. It could also verify compliance with copyright and transparency obligations under the AI Act, assist in or supervise licensing negotiations and arbitration procedures. One Member State suggests as a possibility that this could be explored at an EU-level by possibly EUIPO or European AI Office with the national points of contact. It could be integrated with the EUIPO's Copyright Knowledge Centre.

The rest of the Member States report that their national stakeholders are more divided on the issue, and express doubts about the establishment of an AI-ombudsman. They note that, to support the functioning of the market, it is important to follow the freedom of contract principle. Possible negative effects need to be carefully evaluated before restricting the freedom of contract. Right holders are instead convinced that transparency obligations are crucial for the well-functioning of the licensing market. There is support for introducing a new copyright-specific solution at an EU or at a national level for generative AI with measures to facilitate licensing agreements. Some have argued that this would constitute an interference in private negotiations, or an unjustified endorsement of the lack of transparency regarding the works used for training. It would be appropriate to first discuss these issues/measures with all of the relevant actors. The aim should be to achieve maximum harmonisation within the EU.

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

Based on the collected input, some Member States, seven of them, do not have an official position on or do not agree that a rebuttable presumption of use of copyright-protected content in the context of the development or deployment of AI should be explored at an EU-level in order to facilitate licensing and improve the remuneration of right holders.

Seven Member States are positive about the establishment of a rebuttable presumption of use of copyright-protected content in the context of the development or deployment of AI. The majority of national stakeholders support such a presumption of use in order to promote the conclusion of licensing agreements, the disclosure of the content used, facilitate enforcement and transparency in general. The presumption of use should apply when AI providers refuse to provide sufficiently detailed lists of AI training data. It would address the fundamental information asymmetry between AI developers and right holders. One Member State states that the establishment of the presumption of use is practically necessary and legally sound.

One Member State points out that such principles should be compatible with EU acquis and national legal framework as well as with fundamental freedoms (such as freedom to conduct business, freedom of contract). The presumption of use could potentially be an effective tool, under strict conditions.

One Member State reports that there are similar national avenues.

Some Member States, on the other hand, report that national stakeholders and right holders are divided. Certain right holders believe this presumption should not only cover the use for training but also use in the context of AI inference and for retrieval-augmented generation purposes. One Member State reports that the presumption could be an option to achieve a properly functioning licensing market and to prevent the massive infringement of copyright by generative AI services, but stakeholders and right holders are divided on the issue in that Member State as well.

A few Member States (three) report that further discussions with relevant actors are necessary, and that there should be a focus on creating the conditions for effective implementation of existing legislation, favouring individual negotiation and voluntary collective management. Given the diversity of the sectors and types of works involved, solutions will have to be considered on a sector-by-sector basis.

(g) Other means?

Based on the collected input, some of the Member States, eight, do not have an official position on or do not find the need for other means to be explored at an EU-level in order to facilitate licensing and improve the remuneration of right holders.

More than half of the Member States report that other means could benefit the current framework. There are several different proposals, such as the establishment of a two-tier system, where AI developers and distributors should make information regarding the use of training data or copyright-protected content available, and, upon request by right holders wishing to enforce or licence their rights, provide access to the complete training data records. A mandatory statutory right to remuneration or public registries could also be introduced. And cross-sectoral licensing hubs could be established. This would encourage cooperation between CMOs and platforms to streamline licensing. One Member State highlights that a balanced, sector-sensitive and pluralistic approach which combines voluntary and regulatory measures will be key in supporting innovation while safeguarding the rights of creators and ensuring fair remuneration in the age of AI. One Member State indicates that the EU could establish positive economic and structural incentives that reward lawful licensing.

Another Member State reports that several aspects have been recommended by stakeholders: a new exclusive right that would cover all AI-related uses, improvements regarding the rights reservation mechanism, a non-waivable remuneration right, and a clarification or amendment of Art. 4 in the CDSM Directive concerning AI training, among others.

One Member State indicates the EU should explore the establishment of interoperable registries for training datasets and licensed content, the development of secure technical infrastructures for automated rights management, and the promotion of voluntary codes of conduct defining fair remuneration standards in AI-related licensing. This would entail a multi-layered and flexible approach at EU-level, based on transparency, fair negotiation, and proportionality.

A Member State reports that some stakeholders propose the introduction of fair remuneration for the use of AI output that could be collectively managed by a CMO, where end users who employ AI outputs as substitutes for copyright-protected content would have to pay compensation to right shoulders, rather than placing this burden on AI developers/providers. A distinguishment could be made between identifiable outputs (copyrighted works) and unidentifiable ones (covered by the new remuneration right).

A small number of Member States are more hesitant towards establishing additional measures, and are instead focusing on creating the conditions for effective implementation of existing legislation, favouring individual negotiation and voluntary collective management. Given the diversity of the sectors and types of works involved, solutions will have to be considered on a sector-by-sector basis. One Member State reports that it is important to maintain a balance between various interest, right holders, AI providers and users. There should be caution when considering amendments to legislation that has recently entered into effect. There is no one-size fits all with regard to AI licensing, but a harmonised approach at EU-level would be preferable to a fragmented approach.

18. 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?

Based on the collected input, over half of the Member States, thirteen, do not have an official position on or do not find that there are any other aspects of this issue that should be addressed in the above questions.

The rest of the Member States report different aspects that are not addressed. These include an EU-level approach to the establishment of a licensing mechanism supporting a balanced and innovation-friendly framework, including CMOs more in the eff ective implementation of the AI Act, EU-funded training and awareness programs, creating legal certainty concerning AI output, creating cultural and linguistic diversity in AI models, providing support for European Innovation, as well as international coordination.

Member States propose other solutions that include establishing that providers or deployers in the EU must comply with EU law regardless of the jurisdiction in which copyright-relevant acts by said providers or deployers take place. There is also the establishing of alternative compensation regimes, since the challenges AI creates for certain sectors (loss of jobs) might be bigger than what simple remuneration schemes can compensate for.

Some Member States note that there is legal uncertainty when it comes to the application of Article 4 in the CDSM Directive to AI models.

One Member State reports that specific attention must be paid to the impact of AI on the press, and stakeholders highlight several additional measures: the consent of right holders should always be obtained prior to collection and training, effective enforcement of competition law, retroactive remuneration.

ECL regimes, mandatory collective management or presumption of the use of copyright-protected works and subject matters are relevant mostly in cases when there is no appropriate sharing of information and cooperation from AI developers/ providers or AI services.

The protection of image, voice, likeness, etc.

The emergence of AI has made it possible to replicate performers' features using personal characteristics such as their image, voice, and likeness, based on previous performances. Given the rapid development of AI in recent years, there may be a growing need for stronger protection of performers, who do not enjoy the same rights as authors under EU copyright law. AI technologies now allow the re-creation and manipulation of performances to produce synthetic video or audio using a performer's likeness or voice in altered form — areas not covered by the EU copyright acquis. The responses from Member States illustrate that such issues are addressed under various legal frameworks, including criminal law (e.g. identity theft), marketing and unfair competition law, and, to some extent, data protection rules (GDPR).

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

The responses from Member States indicate two main areas of concern expressed by the performers in relation to the use of artificial intelligence technologies: unauthorised use of performances and the creation of "deepfakes", and the use of performances for AI training.

A number of Member States report that performers are increasingly concerned about the potential misuse of their recorded performances, image, or voice by commercial actors - such as film producers and other market participants - for the creation of synthetic content. Such practices may substitute genuine performances and thereby undermine performers' economic position and professional opportunities, while also interfering with the protection of their personal identity and integrity. One Member State reports that their national performers face challenges when it comes to giving consent for the use of their voice or image in AI systems, as the rapid evolution of technology is creating a risk of unintentionally signing away their digital rights through generic contracts.

Member States further highlight concerns regarding the extensive use of performers' interpretations and other copyright-protected material for the training of AI models without appropriate authorisation or remuneration. In this regard, performers reportedly lack effective mechanisms to detect, monitor, or enforce potential infringements involving their performances or personal attributes. The issue of effective enforcement therefore emerges as a key challenge in this context.

Moreover, several Member States underline that many of the concerns raised – particularly those linked to the production and dissemination of deepfakes – extend beyond the remit of copyright law. These matters intersect with other areas of law and policy, including the protection of personal data and privacy, criminal law, and in some cases, foreign and security policy, notably in relation to misinformation and manipulation.

Three Member States report that they are not aware of any such challenges for performers.

20. 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?

Most Member States report that there are no specific legal provisions explicitly addressing the protection of performers' distinctive features – such as their image, voice, or likeness – in the context of artificial intelligence. Instead, protection is generally afforded through existing legal frameworks, including constitutional provisions, civil and criminal law, data protection and privacy legislation, as well as, in a few cases, copyright-related rights.

Several Member States refer to broad personality rights set out in their constitutions or civil codes, safeguarding personal integrity, privacy, and reputation. These rights may offer a basis for action against unauthorised use of a performer's features for synthetic or AI-generated content, although their applicability to AI-related cases remains indirect and uncertain. A small number of Member States report more detailed and multi-layered frameworks combining personality rights, copyright-related provisions, and criminal law. One of these Member States has recently introduced a specific criminal offence targeting the unlawful dissemination of AI-generated or altered content and is considering further measures under copyright law.

A few Member States report on ongoing or planned initiatives to further examine or regulate the protection of performers in the AI context. These initiatives do not primarily concern copyright law but rather address broader issues related to personality rights, labour relations, and the use of personal attributes.

In five Member States, it is considered that civil and data protection rules provide a sufficient basis for redress in individual cases. Three Member States report that they are not aware of any such challenges currently arising for performers.

The level of protection varies considerably in complexity across the Union. In some Member States, safeguards are ensured through a combination of provisions drawn from several legal disciplines, including personality rights, data protection, and criminal law, and, in a few cases, copyright or related rights. In others, protection relies mainly on general civil law or data protection rules, resulting in a simpler but also more limited framework.

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

The majority of the Member States report that they are not aware of specific contractual practices affecting the protection of performers' image, voice, or likeness in the context of AI. However, several Member States note that discussions and initiatives are emerging in this area, particularly within the audio visual and music sectors.

A few Member States indicate that contractual clauses excluding or restricting the use of performers' features by AI are beginning to appear in production and performance agreements. In some cases, collective agreements or framework arrangements have been concluded to prohibit the creating of digital replicas or to require explicit consent and additional remuneration for any AI-based use of a performer's likeness or voice. However, such provisions are not yet standardised and often depend on the bargaining power of the performer or the scale of production.

At the same time, a number of Member States and stakeholders report the use of broad "buy-out" clauses, legacy contracts concluded before the advent of AI, or contractual formulations that risk granting overly extensive rights to producers or AI providers without separate remuneration or clear limitations. Concerns have also been raised about the lack of transparency and the imbalance of negotiating power between performers and commercial counterparts.

Some of the responses from Member States highlight those existing contractual practises vary significantly across sectors and Member States, reflecting differences in market structures and labour relations. A few Member States report that these issues are currently under discussion in collective bargaining processes, while others point to the absence of any established contractual framework in the performing arts sector.

Finally, some Member States note that certain aspects of these contractual issues, particularly those involving the unauthorised use or manipulation of performer's image, voice, or likeness – fall outside the scope of copyright law. Such matter are instead addressed under other legal frameworks, including data protection, privacy and criminal law.

22. 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?

The majority of Member States express caution regarding the possible introduction of a specific EU-level right for performers' likeness. Many of the responding Member States consider that such proposal would require further analysis of existing national EU frameworks, including copyright, related right and data protection, to determine whether current rules already offer sufficient protection. Several Member States and stakeholders stress that the question should be examined comprehensively before creating any new exclusive right. One of these Member States proposes that the European Commission issue some guidelines clarifying the relationship between image rights and personality rights in the digital context.

A number of contributions indicate that national legal systems already provide varying degrees of protection for performers' image, voice and likeness through civil, criminal and data protection law. In this view, the main challenges relate to enforcement rather than to the absence of rights. Some Member States note that existing personality and privacy rights may offer adequate safeguards if effectively enforced and, where necessary, harmonised at EU-level.

Other Member States and stakeholders support further exploration of an EU-level instrument, emphasising that harmonised rules could strengthen performers' control over their features and ensure consistent protection and licensing possibilities across borders. Such a right could provide clarity on consent, remuneration and accountability in AI-related uses of performances.

Several Member States also underline that a specific EU related right for performers' image, voice and likeness fall outside the scope of copyright and related right, as the protection of a person's likeness or voice is rooted primarily in civil law and personality rights rather than in intellectual property right. Accordingly, some suggest that any further EU initiative should focus on complementing existing legal frameworks, ensuring cross-border enforcement and ensure that personal identity (rights) is not unduly commercialised or exploited.
