The Case for Extended Collective Licensing (ECL) in AI

A White Paper on the suitability of extended collective licensing (ECL) as a copyright licensing framework for Australia to generate fair payment for artificial intelligence (AI) use of copyrighted material for training or inputs

---

1 June 2026

Screenrights is the trading name of Audio-Visual Copyright Society Limited ACN 003 912 310
ADDRESS: Suite 3, 185 Gloucester Street, The Rocks NSW 2000, Australia
WEBSITE: www.screenrights.org

For further information:
James Dickinson
Chief Executive Officer
chiefexecutive@screenrights.org

About Us

1. Screenrights is a non-profit copyright management organisation representing the screen production sector. Screenrights has more than 5,200 members in 73 countries worldwide. Our members are producers, writers, visual artists, directors, sales agents, broadcasters and distributors.

2. Screenrights is appointed by the Commonwealth and the Copyright Tribunal to administer several statutory licensing schemes on behalf of filmmakers and other rightsholders. The licences include educational use of broadcasts, retransmission of free-to-air broadcasts and government use of broadcasts. Screenrights collects the fees for the use and distributes them to the copyright owners of the programs used.

3. In the 2024/25 financial year, Screenrights made available $43.5 million for distribution to Screenrights members, payable to our members under our statutory licences and other services.

4. Screenrights also administers a licensing scheme in New Zealand, which includes educational licences.

5. Supporting the integrity of copyright in a fast-changing digital environment and supporting our members' right to fair compensation for the usage of their creative material is a fundamental objective for Screenrights.

Executive Summary

6. Screenrights' informed view is that regulatory reform is needed to strengthen copyright licensing for artificial intelligence (**AI**) development in Australia, in order to support creators and copyright holders (**rightsholders**) to negotiate fair remuneration and other terms for AI uses, particularly for smaller or individual rightsholders.

7. For the avoidance of doubt, Screenrights is strongly opposed to any form of copyright exception such as a text and data mining exception (**TDM**), or any narrowing of copyright protections in favour of AI developers that would leave rightsholders unremunerated. Those approaches are not considered in this paper. This paper also does not discuss open licences or other unremunerated copyright permissions. The focus of this paper is the best framework for obtaining fair payment for rightsholders for AI use of their copyrighted materials.

8. Screenrights supports the introduction of an extended collective licensing (**ECL**) framework into Australia copyright law. We support the introduction of ECL in preference to retaining the status quo of only ad hoc direct licensing and in preference to the introduction of a compulsory statutory licence when considered for licensing copyrighted materials for AI training and inputs.

9. ECL is a statutory framework where an intermediary copyright collecting society or collective management organisation like Screenrights (**CMO**) has a legal right to grant an inclusive or extended collective licence for a repertoire of a class of copyrighted materials on behalf of many separate rightsholders, including rightsholders who are not members of the CMO, to a third-party user like an AI developer, for use in that jurisdiction (in this case, the Commonwealth of Australia). All rightsholders are able to exclude their works, or "opt-out" of any ECL agreement, but unlike direct licensing the default position is that all copyrighted materials in the class are included in the ECL agreement unless the rightsholder has excluded them. A CMO can only act to negotiate an ECL agreement if it represents a "substantial" proportion of the rightsholders or copyrighted works for that repertoire; and in some cases if it also has a mandate from its affected members to license for that use. In most jurisdictions, the CMO must also obtain authorisation from a responsible government ministry or body for an ECL use. In ECL the CMO contracts with the third-party user, who remunerates

the CMO, who then remunerates all rightsholders equally regardless of membership status. The user is protected from copyright infringement claims for any compliant use under the ECL agreement.

10. Screenrights' support for regulatory reform to introduce an ECL framework is based on:

(a) a survey of our members into their licensing needs in relation to AI, the results of which demonstrate a clear gap between willingness and capability for some of our members. Those members would license their copyrighted materials to AI developers but feel they lack the ability and/or resources to achieve that outcome; and

(b) extensive research on the operation of ECL in other jurisdictions and its suitability for introduction into Australia, particularly taking into account the flexibility offered by the model and the way it operates alongside direct licensing and/or the reservation of rights, which aspects are especially relevant for licensing of AI.

11. Our research for this paper referred to in paragraph 10(b) above has included:

(a) legislative review of the copyright regimes of forty-five European countries and the European Union (**EU**) in relation to ECL;

(b) policy review of enquiries, studies, analysises, reports, proposals and draft laws issued by regulatory bodies, copyright authorities, CMOs and advocacy bodies in respect of ECL, including from the United States of America, Canada, Australia, Hong Kong and international organisations as well as from the EU and European countries including the United Kingdom (**UK**); and

(c) literature review of academic publications on ECL from around the world from 1959;

(d) viewing panel discussions and seminars hosted by notable copyright right experts in respect of ECL; and

(e) consulting widely with different stakeholders about the possibility of introducing ECL.

12. Screenrights supports ECL as an effective compromise position that strikes the right balance between the needs and interests of rightsholders in protecting their copyright, maintaining autonomy over their copyrighted materials, and providing fair remuneration for use; and the needs and interests of the technology sector in securing efficient broad access to copyrighted materials together with the legal certainty of authorised indemnity from infringement.

What is ECL?

13. ECL is a collective copyright management framework, which has been used successfully in Sweden, Norway, Finland and Denmark since the 1960s. It was endorsed by the European Union (**EU**) in 2019[1] and is now implemented in thirty-nine European countries including the largest economies: Germany, the UK, France, Italy, Russia and Spain, among others (see Schedule 1 for a full list). In this paper we have focused on Sweden, Norway, Finland and Denmark for the reason they have the most mature ECL frameworks, and on the UK for the reason it is a common law country like Australia and also has recent (c. 2013) extensive commentary and consultation material on the introduction of ECL into their laws.

[1] See Article 12 of the "DSM Directive" being Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC, https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32019L0790&qid=1763016466032

14. ECL can also be described as a copyright clearance framework. It is used to facilitate collective copyright licensing that encompasses a class of works on an inclusive or legally extended basis, but is opt-out, not compulsory, for rightsholders, in situations where:

    (a) **Mass use:** there is a demand for high-volume use of copyrighted materials;

    (b) **Qualified public interest:** there is a public interest in permitting that use, but not a public interest that justifies removing rightsholders' rights to the extent of a statutory licence or copyright exception; and

    (c) **Direct licensing is impractical:** there would be considerable practical difficulties in securing direct licences with separate rightsholders, or in securing a fully autonomous collective licence. Such difficulties might be that it would be overly time consuming or difficult to locate all the rightsholders and/or that the cost of securing consent may exceed or significantly deplete the licence fees payable.

15. To give some examples of ECL use, the first collective licensing scenario to which ECL was applied was the use of music for Swedish public television broadcasts. Other examples include internal use of copyrighted materials by businesses or government entities; copying by libraries and archives for mass digitisation projects; reproduction of public works of art; online copies of press publications; educational use or disability accessibility use where not already covered by an exception or statutory licence; and retransmission for satellite or on demand television among others. 15 out of the 39 European countries in Schedule 1 also have a "general" ECL provision, that allows a new use to be defined, proposed and authorised without the need for regulatory amendment. Some countries like the UK only have a general ECL provision, with no specific uses defined in the statute. We consider that a general ECL would be the most appropriate approach for Australia. A general ECL would allow flexibility and future proofing in the face of rapid technological change.

16. The key features of an ECL framework (focusing on those features that differentiate it from direct licensing and statutory licensing) are:

    (a) **Legal extension to non-members:** A licence agreement negotiated by a CMO like Screenrights on behalf of its consenting members under an ECL framework legally extends to non-member rightsholders of the same class of copyrighted materials who have not opted out, even though those non-members are not directly party to any agreement. This extends the repertoire available to the user and protects the user from copyright infringement claims. This is the major advantage over direct licensing.

    (b) **Opt-outs:** Any rightsholder, including non-members of the CMO, may opt out and exclude all or part of their copyrighted material from a licence agreement under ECL. The flexibility and autonomy of opt-out, and the ability for rightsholders to continue to reserve their rights and/or license directly if they choose, is one major advantage of ECL over statutory licensing.

    (c) **CMO negotiates prior agreement:** A CMO negotiates an agreement for use of copyrighted material in an authorised ECL category with a user like an AI developer prior to any use of that material. As well as agreeing to licence fees, any other terms can be negotiated prior to use. These may include attribution requirements, limits on location and type of use, and the length of term of the agreement among others. This is an advantage over statutory licensing because the agreement must precede use and the manner of use can be constrained. It is also an advantage over direct licensing because a CMO usually has much greater resources and bargaining power than an individual rightsholder, and the user gets the benefit of a cost effective collective agreement.

(d) **Regulatory safeguards:** These include:

(i) that a CMO must have substantial representation of a class of rightsholders, in some jurisdictions also a mandate from its members, and authorisation from the responsible government body before the CMO can negotiate a licence agreement with a user under ECL;

(ii) equal treatment of member and non-member rightsholders of the CMO;

(iii) the existing CMO framework that protects members and other stakeholders; and

(iv) additional regulations and dispute resolution processes under the ECL framework that protect non-members and users.

How does ECL work?

17. Five (potentially six) parties are involved in an ECL agreement:

(a) **Licensee/user:** A user interested in copying or exploiting a large volume of copyrighted material, for example a library, a broadcaster, a university or an AI developer.

(b) **CMO:** A CMO like Screenrights who acts for a "significant" or "substantial" number of rightsholders in relation to a particular type or class of copyrighted material.

(c) **The authorising body:** A government body to authorise the CMO to effect ECL for a particular use. This could be the ACCC in Australia.

(d) **Member rightsholders:** the rightsholders of the relevant class of works who are members of the CMO.

(e) **Non-member rightsholders:** the rightsholders of the relevant class of works who are not members of the CMO.

(f) **The regulating body:** A government body to whom parties can apply for dispute resolution and other regulatory aspects of ECL. This may be the same as the authorising body, or it may be a forum such as the Copyright Tribunal.

18. The process for implementing an ECL agreement is described below. This is not always a linear process - some steps may happen simultaneously or in a different order.

(a) **Define a type of high-volume use:** A user such as a library, a broadcaster, a university or an AI developer identifies a need to use a large number of copyrighted materials for a particular use, in a particular jurisdiction. AI inputs for fine tuning – that is where an AI developer enters copyrighted material into a large language model (**LLM**) generative AI tool such as Claude, Chat GPT or Gemini for the purposes of refining outputs for particular clients, for example, to develop targeted professional AI tools in fields such as Australian law, commerce and financial services – could be a starting point for ECL for AI in Australia. In that case, the user would be the LLM or AI model.

(b) **Representative CMO:** The user seeks out a CMO who represents many of the copyright holders of the works that are wanted, in that particular jurisdiction (or in the case of AI, it may be the CMO who approaches the user given that the use is often already occurring without a licence). There are different definitions of the threshold for being representative and it is a combination of qualitative and quantitative assessment across the number of rightsholders and the extent of copyrighted materials. Under Article 12(3)(a) of the Directive (EU) 2019/790 of the European Parliament and of the Council (**DSM Directive**) the recommended test for EU member states is that the CMO is "sufficiently representative of rightholders in the relevant type of works or other subject matter and of the rights which are the subject of the licence". In Norway (not an EU member) the requirement is a "significant number" of rightsholders, which in practice has been a majority, or 50% as the test[2]. Denmark requires a CMO to be "sufficiently representative". Finland has a "significant proportion" of rightsholders. Sweden has the word "flertal" which can mean "most, the majority, or a large number" of rightsholders. The UK (not an EU member) has a CMO showing "significant representation" and representation is defined as the extent to which the CMO acts on behalf or holds rights in works for rightsholders. The threshold for representation appears to be a case-by-case assessment depending on the types of works and the rightsholders who will be most affected.

(c) **Mandate or consent of most members:** The members of the collecting society largely support licensing for the type of use for the proposed ECL. This is not expressly stated in the laws of Sweden, Denmark, Finland or Norway, but as those are jurisdictions with high levels of co-operation and engagement, such a mandate is assumed. Nor is it stated in Article 12 of the DSM Directive, but Article 12 is not mandatory and is intended to set minimum harmonising standards. The UK does impose this requirement. The UK considered adopting a 75% threshold for consent of CMO members for ECLs, but in the end settled on "informed consent of a substantial proportion of the members" as a pre-condition to authorising a CMO for an ECL.

(d) **Application to Government body:** The CMO then seeks authorisation from the relevant government authority by demonstrating its level of representation among authors in the relevant field, the consent of its membership to the ECL proposal, and its adherence to standards of transparency, accountability, and good governance.

(e) **Authorisation:** The government body authorises the CMO to license a class of works for a specific use in that jurisdiction, on behalf of both members and non-members of the organisation. In many countries authorisation is for a limited period of time. For example in Sweden and Finland, CMOs receive an ECL authorisation for 5 years, after which it may be renewed.

(f) **Publication and Opt-out:** The CMO must widely advertise or publicise the proposed ECL agreement in advance of the proposed use beginning, or in advance of the proposed licence being offered to the user, depending on what was appropriate for the particular use. Rightsholders, including non-members, then have the right to opt-out and exclude their works, either entirely or for specific works, within a set period. In Norway and Sweden, for some classes of ECL including the general ECL, there is a presumption of opt-out in certain cases where there is "special reason" to assume that the author objects to or opposes such use. Representatives for the CMO Producers Rights Denmark (**PRD**) have advised Screenrights that, while there is no statutory presumption of opt-out in Denmark, Danish CMOs in practice take the same approach as the Norwegian and Swedish laws by designing licence schemes which exclude classes of works where the owners are likely to opt out. Also in Norway, copyrighted material that is already the subject of a direct licence is automatically excluded from some ECL agreements.

(g) **Negotiation of licence:** The CMO then negotiates licence rates and terms with a prospective user and enters into a licence that covers both members and non-members. The CMO can take a position on any terms of use, not just licence fees. For AI this could mean only use within a closed system, watermark attribution on any derivative works, outputs only within a particular jurisdiction, copies only in a particular medium, providing the CMO with data on use, and so on.

---

[2] Decision of the Norwegian Kabeltvistnemda (The Cable Dispute Tribunal) of 28 June 2011, Case No. 1/2010 and case No. 4/2010, https://www.regjeringen.no/globalassets/upload/kud/medier/kabeltvistnemnda_2011.pdf

(h) **Collection and distribution of licence fees:** Once the ECL agreement is in place the CMO collects licence fees from the user, and distributes those licence fees to rightsholders, including non-members, within a specified period. CMOs like Screenrights have well established systems in place, efficiently servicing members nationally and internationally, that would be utilised for this distribution.

(i) **Equal treatment and non-member processing:** Members and non-members must be treated equally by the user and by the CMO. The CMO must conduct diligent searches for non-members for whom it has collected payments and/or hold those royalties for a set period of time, depending on the specific ECL regulations.

(j) **Individual remuneration:** As well as opt-out, in many ECL frameworks including Sweden, Denmark, Finland, Norway and the UK, non-members are also allowed to claim individual remuneration from the CMO: meaning they can seek to claim higher licence fees from the CMO if they believe this is justified and can provide evidence to that effect. Our research indicated that this right is rarely needed in practice due to the CMO's negotiating power resulting in advantageous licence rates and due to the CMO's efforts to publicise prior to concluding the ECL agreement with the user.

(k) **Dispute resolution:** Dedicated dispute resolution processes scaffold the ECL framework, ensuring efficient cost-effective resolution of disputes between CMOs and users. Members and non-members have the benefit of the existing heavily regulated complaint resolution frameworks for any dispute with the CMO.

Why ECL is better than the status quo or statutory licensing for AI licensing in Australia

19. ECL is the most efficient and pragmatic copyright clearance approach to preserve and commercialise rightsholders' rights in relation to AI use of copyrighted materials and is preferable to the status quo of direct licensing only, and to the introduction of a statutory licence for the reasons discussed in more detail below.

20. **ECL is better for AI than direct licensing only:** In comparison to the current status quo of ad hoc direct licensing for AI use, enacting a "general" ECL provision in the *Copyright Act 1968 (Cth)*, and authorising Australian CMOs to offer ECL agreements for AI specific licences in Australia will strengthen rightsholders' rights and offer better and fairer remuneration for most rightsholders in relation to AI use of their copyrighted material. We hold this view for the following reasons:

(a) **ECL is more cost effective, involves less administration and encompasses more material:** Direct licensing, especially involving large groups of rightsholders, and even more especially for sectors with complex rights ownership like the audiovisual sector, can be very administratively complex, and prohibitively expensive (and not always successful). For AI use, many direct licences may not be viable in the sense that costs may outweigh licence fees payable, or that full consent is too difficult to obtain. ECL overcomes this by establishing a central, efficient system for negotiating agreements and for collecting and distributing royalties at an acceptably low administrative cost. Further, the default position of inclusion and legal extension allows more copyrighted materials to be included in ECL agreement than under direct licensing.

(b) **The convenience of ECL increases compliance:** One of rationalisations regularly raised by AI developers when confronted with their comprehensive infringement of copyright during AI training is that direct licensing is too difficult: i.e. it takes too much time, it is too complicated and too expensive[3]. One of the strengths of ECL is that it provides streamlined, centralised,

[3] See paragraphs 11(a) and 11(d) of Screenrights' *Submission in response to Productivity Commission Interim Report of 5 August 2025 Harnessing data and digital technology 12 September 2025* for some notable examples of Meta's views on this subject:

extended access to large volumes of particular classes of copyrighted material for licensing. While an ECL will not overcome determined infringers, having an ECL framework in place in Australia would robustly counter any excuses from the tech sector that licensing for AI is unachievable. If we retain the status quo of direct licensing only, many AI developers will likely continue to use copyrighted material without permission from or payment to rightsholders. ECL provides a clear, and legal paid avenue for onshore AI development, ensuring rightsholders are compensated for the commercial use of their copyrighted materials.

(c) **Boosting smaller rightsholders benefits everyone:** Individual rightsholders and small business rightsholders are often not able to license to AI developers at all in a purely direct licensing regime – they get no money and are unable to protect the use of their content. They often lack the leverage and resources to negotiate directly with large, global AI foundation model developers. ECL ensures these rightsholders have a practical and effective way to share in the economic value of AI use, offering them the best opportunity to benefit from this new economy. This increases revenue into the creative sector overall, which benefits all rightsholders. Furthermore, if we only have direct licensing in Australia and AI developers continue their infringement of copyrighted material from smaller rightsholders, then it is likely to drag down the commercial value able to be individually negotiated by large rightsholders, as AI developers can utilise "free" material instead.

(d) **ECL disincentivises the introduction of a TDM:** If a viable licensing regime for AI does not develop, then there is a significant risk that the tech sector will use that (their "lack of access to material") as leverage to force the future introduction of a TDM or analogous removal of copyright protection in relation to AI uses. Screenrights is aware from our research and our own advocacy efforts that the tech sector continues to lobby aggressively for weakening of Australia's copyright laws. The Government's ruling out of a TDM on 25 October 2025 has only changed the semantics of that lobbying, not the intent. The Productivity Commission has indicated its support for introducing a TDM into Australia in 2028 if "open web licensing markets fail to develop" [4]. We believe that having an ECL framework either in place or in development would be a strong rebuttal of further attempts to weaken Australian copyright law in relation to AI.

21. To re-examine this question from the perspective of why the status quo is worse, Screenrights does not support retaining the status quo of only direct licensing for AI use of copyrighted materials, for three reasons:

(a) direct licensing is not effective or fair for rightsholders when there is an extreme disparity of market power, as there would be between large AI developers and smaller rightsholders;

(b) direct licensing is impractical for smaller rightsholders as, in the absence of some regulatory support, the transaction cost of achieving a licence agreement with AI developers, whether directly or collectively, will often be higher than the licence fee obtained; and

(c) where it is too onerous for AI developers to obtain licences from numerous smaller rightsholders for high-volume uses, there are two possible outcomes, both negative:

(i) conscientious AI developers may be left without access to the materials they require for development, despite those rightsholders being willing to license, inhibiting the development and application of AI in Australia; and/or

(ii) unscrupulous AI developers may continue to infringe copyright in the materials of smaller rightsholders, relying on those smaller rightsholders having insufficient resources to

---

https://www.screenrights.org/wp-content/uploads/2025/10/Screenrights-Submission-in-response-to-Productivity-Commission-Interim-Report-on-Harnessing-data-and-digital-technology.pdf

[4] Pages 44-48 of the *Harnessing data and digital technology Inquiry report No. 111 | 10 December 2025* https://assets.pc.gov.au/2025-12/data-digital_0.pdf

pursue enforcement action against them. This has the added disadvantage of potentially reducing market licence fees for larger rightsholders because a “free” substitute good exists.

22. **ECL is better than a statutory licence for AI:** In comparison to the introduction of a statutory licence, an ECL framework offers more choice, more control, and more flexibility for rightsholders. Screenrights is aware that a statutory, or compulsory, licence for AI uses is not a popular proposal with most rightsholders, or even with most AI developers, but it is the other remunerated option for licensing for AI uses. We discuss our reasons for finding ECL to be more beneficial as follows:

    (a) **Opt-out; ECL preserves the ability to refuse permission:** Unlike a statutory licence, which is compulsory for all copyrighted materials used in the designated use, ECL allows those rightsholders who have ethical, moral, or commercial objections to their work being used to train AI to simply exercise their right to exclude their material. This allows any rightsholder, member or non-member, to refuse permission, ensuring alignment with their artistic and commercial strategies. The ability to exclude copyrighted works is especially relevant for classes of material with cultural sensitivity such as Indigenous Cultural Intellectual Property (**ICIP**).

    (b) **ECL does not interfere with direct licensing:** Unlike statutory licensing, which overrides direct arrangements, the ECL opt-out right ensures that rightsholders with large, commercially valuable catalogues (e.g. broadcasters, film studios) can continue to negotiate exclusive, bespoke, direct licences with AI developers. Crucially, the availability of the collective ECL for others does not undermine their individual bargaining position.

    (c) **In ECL agreement comes before use:** Unlike a statutory licence, an AI developer cannot simply submit a remuneration notice and proceed with their use of the copyrighted materials. Instead, the terms of the ECL must be agreed upon in full between the parties in advance. This preserves the power of rightsholders (via the CMO) to optimise their commercial position.

    (d) **ECL agreements cover more than money:** Unlike statutory licensing, ECL agreements give scope for addressing creator concerns beyond just payment. The agreement can and should allow for other terms such as an end date to usage, usage restrictions, attribution requirements, or even non-remuneration-based terms that protect the integrity of the work or the moral rights of the creator.

23. To re-examine this question from the perspective of why a statutory licence is worse, Screenrights does not support the introduction of a statutory licence for AI, for three reasons:

    (a) there is no demonstrated widespread market failure for copyright licensing to AI developers; AI developers are securing some licences for copyrighted inputs; difficulties in licensing are not universal;

    (b) statutory or compulsory licensing removes many rights from rightsholders and should only be implemented where the unequivocal public interest in the use outweighs those rights – unlike copying for teaching purposes or government use, we do not agree that AI development for commercial purposes meets this criterion; and

    (c) a statutory licence for AI development would be totally unacceptable to many rightsholders, some of whom have strong moral objections to working with AI developers in light of previous infringements; some of whom prioritise autonomy and direct licensing very highly; and some of whom have substantiated concerns about a lack of appropriate respect and protection for tradition and culture in relation to ICIP.

How are other jurisdictions using ECL for AI licensing?

24. To our knowledge, as yet no country has completed an ECL authorisation for AI licensing.

25. While this may be surprising given the EU's long and successful history with ECL, for member states, the existing TDM, which was expanded and made mandatory by 7 June 2021 for EU members under Articles 3 and 4 of the DSM Directive, has been a significant obstacle to implementing ECL for AI uses. Despite the extensive safeguards that the EU tried to implement including opt-out rights and transparency obligations, AI developers continue to use all copyrighted material that can be accessed using technological means without seeking permission or making payment. The Parliament of the EU recently voted in a Resolution, known as the "Voss Report", proposing to establish a cross-border management regime for ECL for AI use[5] intended to counter this behaviour and may well open the way for ECL licensing for AI uses in Europe.

26. Denmark has been considering an ECL for different aspects of AI use of copyrighted material since 2024. As an EU member they are hampered by the TDM. Despite that, Denmark is positioning itself to implement ECL for AI uses under its general provision in section 50(2) of the Danish *Copyright Act 1995.* On 15 September 2025 Denmark's Expert Group on Copyright and Artificial Intelligence released its Report[6] containing ten recommendations around AI. We quote their recommendation 3 in reference to ECL: "Specifically, the Expert Group recommends that work be pursued at EU level to establish a legal framework enabling collective management organisations to grant licences to providers of AI systems. In this context, consideration should be given to establishing global or multinational licensing schemes to facilitate the conclusion of the necessary agreements by large international actors. Furthermore, mechanisms for recognising national solutions across borders to address unrepresented right holders should be considered."

27. On 10 December 2024 Spain (an EU member) attempted to legislate a specific class of ECL for AI training, publishing a draft royal decree. Unlike Denmark, Spain does not have a general ECL provision, and so legislation was required to introduce a new class of ECL. As an EU member, Spain's proposed ECL had to contend with the effects of the TDM, and among other things Spain's proposed ECL only permitted a 10 day opt-out window. Spain's ECL regime was relatively new, only introduced in 2021, and rightsholders in Spain who were unfamiliar with ECL and still reeling at the audacity of the tech sector's infringements in training AI models were highly sensitive to any perceived benefit granted to AI developers. Unsurprisingly the backlash was so intense that the Spanish Government withdrew the draft royal decree, and Spain will presumably now await EU developments before taking further steps towards ECL for AI development.

Summary

28. Our research confirms that introducing an ECL framework into Australia by enacting a "general" ECL provision in the *Copyright Act 1968 (Cth)* and authorising Australian CMOs to offer ECL agreements for AI specific licences in Australia, will benefit all rightsholders including those that wish to manage their rights directly. ECL has the benefit of being one copyright licensing tool that can operate alongside direct licensing and voluntary collective licensing. The ECL structure addresses the main concerns arising in relation to a statutory licence, in that it allows copyright holders to opt-out, it requires agreement before AI developers can start using material and it allows flexibility of terms. It also addresses the gap arising in the status quo approach by empowering small copyright holders to be able to license effectively to AI developers. Screenrights believes Australia has the requisite robust collective management framework to support this regulatory reform.

[5] https://www.europarl.europa.eu/doceo/document/TA-10-2026-0066_EN.html, European Parliament resolution of 10 March 2026 on copyright and generative artificial intelligence – opportunities and challenges (2025/2058(INI)) See paragraphs 6 and 9.

[6] https://kum.dk/fileadmin/_kum/2_Kulturomraader/Ophavsret/Rapport_Ekspertgruppe-for-ophavsret-og-kunstig-intelligens-09_FINAL_VERSION-UK-TG_01.pdf

Schedule 1 – European Countries using ECL

	Country	2025 Pop. in 000s	EU Status	Date of first ECL laws	General ECL	Classes of ECL specified in the statute other than general ECL
1	**Sweden**	10,657	Member	**1960**	Yes, Section 42k	Yes, nine classes
2	**Denmark**	6,003	Member	**1961**	Yes, Section 50(2)	Yes, ten classes
3	**Finland**	5,623	Member	**1961**	No	Yes, ten classes
4	**Norway**	5,623	NOT a member	**1961**	Yes, Section 63 second paragraph	Yes, four classes
5	**Iceland**	398	NOT a member	**1992**	No	Photocopying for business purposes only
6	**Romania**	18,909	Member	**1996**	No	Yes, four classes
7	**Czechia (Czech Republic)**	10,609	Member	**2000**	No	Yes, fourteen classes
8	**Hungary**	9,632	Member	**2000**	Yes, Section 16(8) general for musical and literary works only, not artistic (or audiovisual)	Musical and Literary works
9	**Ireland**	5,308	Member	**2000**	No	s167 – s169 but note that opt-out is narrow compared to most ECL s58A collections, s82A computer programs and s330A databases, use of out-of-commerce works by cultural heritage organisations.
10	**Georgia**	3,807	Candidate	**2005**	Yes Article 66(1)(g) applies to any collective management	No, General ECL only
11	**Latvia**	1,854	Member	**2007**	No	Yes, eight classes
12	**Russia**	143,997	NOT a member	**2008**	No	Yes, six classes.
13	**Serbia**	6,689	Candidate	**2009**	Yes, Article 180(1)	No, General ECL only
14	**Bosnia and Herzegovina**	3,140	Candidate	**2010**	Yes, Article 18 applies to any collective management	No, General ECL only
15	**France**	66,651	Member	**2012**	No	Yes, three classes
16	**Germany**	84,075	Member	**2013**	Yes, Article 51 VGG	Orphan works; Out of commerce works
17	**United Kingdom**	69,551	Pre- Brexit was Member NOT a member now	**2014**	Yes, Regulation 4 of *The Copyright and Rights in Performances (Extended Collective Licensing) Regulations 2014*	No, General ECL only
18	**Slovakia**	5,475	Member	**2015**	No	Yes, eleven classes
19	**Austria**	9,114	Member	**2016**	Yes, Section 25	No, General ECL only
20	**Montenegro**	633	Candidate	**2016**	No	Yes, four classes
21	**Ukraine**	38,980	Candidate	**2018**	No	Yes, four classes
22	**Poland**	38,141	Member	**2018**	No	Yes, nine classes
23	**Switzerland**	8,967	NOT a member	**2019**	Yes, Article 43a	No, General ECL only

	Country	2025 Pop. in 000s	EU Status	Date of first ECL laws	General ECL	Classes of ECL specified in the statute other than general ECL
24	**Italy**	59,146	Member	**2021**	No	Yes, seven classes
25	**Spain**	47,890	Member	**2021**	No	Yes, three classes
26	**Netherlands**	18,347	Member	**2021**	Yes, Section 45	No, General ECL only
27	**Croatia**	3,848	Member	**2021**	No	Only ECL for out-of-commerce works
28	**Malta**	545	Member	**2021**	No	Only ECL for out-of-commerce works
29	**Belgium**	11,759	Member	**2022**	No	Only ECL for out-of-commerce works
30	**Greece**	9,939	Member,	**2022**	Yes, Article 7A.1	No, General ECL only.
31	**Moldova**	2,996	Candidate	**2022**	No	Yes, three classes
32	**Lithuania**	2,830	Member	**2022**	No	Yes, four classes
33	**Slovenia**	2,117	Member	**2022**	No	Only ECL for out-of-commerce works
34	**Cyprus**	1,371	Member	**2022**	Yes, Section 33	No, General ECL only
35	**Estonia**	1,344	Member	**2022**	Yes, Section 57[1]	No, General ECL only
36	**Luxembourg**	680	Member	**2022**	No	Only ECL for out-of-commerce works
37	**Portugal**	10,412	Member	**2023**	No	Only ECL for out-of-commerce works
38	**Bulgaria**	6,715	Member	**2023**	No	Only ECL for out-of-commerce works
39	**Kosovo**	1,569	Candidate	**2023**	No	Yes, seven classes