Finland

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Introduction to software protection under Finnish law

Body of law

In Finland, copyright protection of software is regulated under the Copyright Act, originally enacted on 8 July 1961 and amended multiple times thereafter. The current version of the Act is available in Finnish and Swedish via the Finlex website of the Ministry of Justice.[1] An unofficial translation of the Act by the Ministry of Justice is also available, although it is not as up to date as the Finnish and Swedish versions. The Copyright Act provides for stipulations on copyright and many neighbouring rights, such as the right to a database and the right to directories. Software copyright is covered by the general stipulations on copyright and a number of software-specific stipulations.

The Finnish Copyright Act implements the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC, as amended) by way of amendments enacted on 11 January 1991 and 7 May 1993.[2]

In the current Copyright Act, the relevant articles containing computer program specific stipulations are:

Article 1, second paragraph
literary work

Article 25 j
copying and examination

Article 25 k
reverse engineering

Article 40 b
employment relationship

Article 56 c
sanction on distribution of protection circumvention

In addition to the above, exceptions concerning computer programs can be found in Art 11, second paragraph; Art 12, second paragraph; Art 19, third paragraph; Art 50a, fourth paragraph; Art 50b, third paragraph; Art 50c, fifth paragraph and Art 56a, second paragraph.

[1] Official Finnish version: http://www.finlex.fi/fi/laki/ajantasa/1961/19610404. Official Swedish version http://www.finlex.fi/sv/laki/ajantasa/1961/19610404 and the unofficial translation to English http://www.finlex.fi/en/laki/kaannokset/1961/en19610404. Links retrieved on 8 November 2013.

[2] The first of the amendments was enacted prior to the Directive, as many principles of the Directive were already anticipated at the time. The original paragraphs enacted then have thereafter been modified and replaced in subsequent amendments.

Copyright Act: Object of protection

Computer programs are protected by copyright as literary works, as stipulated in Article 1 of the Copyright Act. In order to benefit from the protection, a computer program needs to be original in the sense that it is the author's own intellectual creation.[3] As stipulated in paragraph 3 of Article 1 of the Computer Programs Directive, no other criteria may be used to determine whether the program can be subject to copyright protection. Based on this, it has been argued that computer programs are eligible for copyright protection under less stringent requirements compared to other literary works which need to surpass a certain threshold of originality.[4]

According to the preparatory works to amendments of the Copyright Act (Government Proposal HE 161/90; Committee Report KM 1987:8) as well as several subsequent decisions of the Copyright Council, the eligibility for copyright protection in the case of a computer program is to be determined, first and foremost, by assessing the choices made by the programmer in implementing a solution to a computing or data processing problem. A computer program is protected by copyright if it can be considered as an independent and original result of the author's creative work. If the computing or data processing problem at hand has only one solution determined by external factors, the resulting computer program does not represent the author's original creative contribution and is not eligible for copyright protection. The same goes for "simple programs containing only a series of measures that can be deemed as axiomatic by a professional" as well as "commonly applied solutions" to programming tasks.[5]

The case-law on computer programs and eligibility for copyright protection is somewhat scarce, consisting mainly of opinions issued by the Copyright Council.[6] In cases where the Copyright Council has stated its opinion on whether a particular program is eligible for copyright protection, the Council has mainly relied on one of the two following tests, i.e., assessing (a) whether there would have been several alternative programming solutions to the problem at hand, or (b) whether anyone independently embarking on the same programming task could have ended up with a similar outcome. In light of the fact that there are

[3] Article 1, paragraph 3 of the Computer Programs Directive (91/250/EEC).

[4] See Haarmann 2005, pages 62 and 74. This interpretation, however, is not supported by the preparatory works to the Copyright Act which indicate that the same criteria of originality should be applied to computer programs and other works protected under the Act (HE 211/1992, p. 3).

[5] Preparatory works HE 161/90 (Government Proposal for amending the Copyright Act) and KM 1987:8 (Report of the Copyright Committee); for decisions by the Copyright Council, see the following footnote.

[6] There are no Supreme Court prejudicates where the Court would have assessed a particular computer program's eligibility for copyright protection or discussed the matter in detail. However, this question is discussed in two decisions by the Appeal Court of Helsinki, issued on 28 December 1999 (R 99/661) and 20 June 2006 (S 04/1824), as well as a decision by the Appeal Court of Turku, issued on 9 February 1988. In addition to the above, this question has been covered in several decisions of the Copyright Council (see, e.g., TN 1989:7, TN 1996:3, 1997:12, TN 1997:18, TN 2005:7, TN 2008:13 and TN 2011:15).

usually several possible solutions to any programming task, the level of originality required for copyright protection of a computer program can be safely assumed to be rather low.

Authors/Beneficiaries

Copyright to a work, such as a computer program, belongs to the author. An author is always a natural person, since only individuals are able to author intellectual creations.

There is only one automatic transfer of copyright under the Copyright Act. Under Article 40 b of the Act, if a computer program and a work directly relating to it have been created in the fulfilment of duties arising from an employment relationship, copyright to the program and the work passes to the employer. The same applies to the creations of functionaries of public entities.

The concept of a computer program covers software code both in source code and binary form. Source code commentaries in the code fall under the definition of computer software, or at least under the concept of "works that directly relate to" computer software. Source code documentation as well as other supporting material classify as works directly related to computer software.[7] Supporting material can consist of, e.g., user manuals, instructions and the like. Other works contained in the software (such as text, music, pictures, forms and movies) may fall under the definition of "works that directly relate to it", but it is not always certain to what extent this is the case. According to the preparatory works of the Copyright Act (HE 161/90), a text file contained within the program, for example, would fall under the definition.

The right to a database created by an employee or a public functionary is passed to the employer or public body in a similar manner.

Exclusive rights

The general exclusive rights stipulated in the Copyright Act apply to computer programs. According to Article 2 of the Copyright Act, the economic rights are comprised of the exclusive right to control the work by (a) reproducing copies and (b) making the work available to the public in original or altered form, as a translation or adaptation or in another literary or artistic form, or by any other technique.

The reproduction of a copy comprises reproduction in whole or in part, directly or indirectly, temporarily or permanently and with any means and in any form. Transferring of a copy to a device in which it can be performed is also considered reproduction.

Making the work available to the public occurs when 1) the work is communicated to the public by wire or by wireless means, including in ways that members

[7] See preparatory works Government Proposal HE 161/90, under Article 40 b of the detailed argumentation.

of the public may access the material from a place and at a time individually chosen by them; 2) the work is publicly performed to an audience present at a performance; 3) a copy of the work is offered for sale, rental, lending or it is otherwise distributed to the public; or when 4) the work is displayed publicly without technical aid. The concepts of public performance and communication to the public include the performance and communication of a work to a relatively large closed circle provided that there is an intention to make profit.

Exceptions to exclusive rights

Article 19 of the Copyright Act stipulates that the first sale in the European Economic Area of a copy of a program with the consent of the right holder shall exhaust the distribution right of that copy within the Area, with the exception of the right to control further rental or lending of the program or a copy thereof.

Article 25 j provides that

(1) In the absence of an express contractual provision, no authorization by the right holder is required for the lawful acquirer to make any such copies of or alterations to the computer program which are necessary for using the program for the intended purpose, including error correction.

(2) The reproduction of the program by way of a back-up copy by a person having a right to use the computer program may not be prevented, insofar as that copy is necessary to use the program.

(3) The person having the right to use a copy of the computer program is entitled, without the authorization of the right holder, to observe, study or test the functioning of the program in order to determine the ideas and principles which underlie any element of the program, provided that he or she does this in connection with loading, displaying, running, transmitting or storing the program.

Essentially, the above article restates the three exceptions under Article 5 of the Computer Programs Directive. The exceptions (2) and (3) above are mandatory, meaning that a contract stipulation to the contrary is void.

Article 25 k of the Copyright Act explains in detail the circumstances in which no authorization of the right holder is required for the reproduction and/or translation of a computer program provided that such actions are necessary for obtaining the information necessary for the interoperability of an independently created computer program with other programs. This exception is mandatory, as well, and a contract stipulation to the contrary is void.

Moral rights

General stipulations of the Copyright Act on moral rights apply to computer programs, as well. Moral rights under Finnish law are comprised of the paternity right and the right of respect. Paternity right means that in any reproduction or

dissemination of the work to the public the author has to be stated in accordance with good practice. The right of respect, in turn, means that modifications of the work must not offend the literary or artistic value or originality of the author, and that they may not be made available to the public in any manner or form that is offensive to the author.

Due to the nature of computer programs, the moral rights are considered to have only minor importance. Computer programs can hardly be modified in a way offending the author, and good practice in the field does not normally require stating the name of the author where the author is an employee and the copyright holder is the employer.[8]

Moral rights cannot be transferred, and they may be waived only where the use of the work is limited in scope and character. This applies equally to the right of paternity and to the right of respect.

Term of protection

The term of copyright protection for computer programs is the same as for other works, i.e., 70 years following the year of death of the author (Article 43). In the case of multiple authors, the term is calculated from the year of death of the last living author. In the case of derivative works, the copyright term of the right of the modifier is independent of the copyright term of the original work, i.e., the copyright to the modifications lasts for 70 years following the death of the author of the modifications.[9]

Copyright assignment

Copyright can be assigned in full, except for moral rights. Most importantly, moral rights include the obligation to state the author when distributing the work to the public as well as, although hardly applicable to computer programs, the prohibition to alter the work in a way that offends the author. Under Finnish law, copyright assignment is not subject to any requirements of form and oral agreements, for example, are entirely possible. However, for the purposes of evidence, written contracts are recommended.

Unless otherwise agreed, a copyright assignment does not include the right to further assign the copyright or the right to modify the assigned work. If full assignment is the objective, these rights should be expressly included in any assignment contract.

Regarding choice of law, it seems possible that copyright originating under the Finnish Copyright Act can be assigned under laws of another jurisdiction, if such applicable law is agreed upon in the assignment contract. However, this is

[8] These arguments have been presented in the preparatory works of Article 40 b (Government Proposal HE 161/90), under specific argumentation on the Article.

[9] This is a logical conclusion based on the wording of Article 4 of the Act. The same result is presented by Haarmann (2005), page 245.

not completely certain. The uncertainty relates to the question of whether the freedom of contract can cover all aspects of a right based on law.

In the relationship between an employer and an employee, copyright to a computer program and a related work passes automatically to the employer based on Article 40 b of the Copyright Act.[10] Copyright to any other type of work will remain with the employee, unless a specific agreement on copyright assignment has been entered into in the form of an employment agreement or otherwise. In lack of a specific agreement on assignment, the employer will receive a right of use. The exact coverage of such right of use is unclear, but at a minimum, it covers the primary use of the work known at the time of the creation of the work.

In the relationship between a contractor and a procurer, no distinction is made between computer programs and other types of works. The copyright to the created work is held by the creator of the work, i.e., the contractor. If no explicit assignment is agreed upon, the contractor will continue to hold the copyright to the created work and the procurer will receive a right of use in accordance with the agreement between the parties. In the absence of a specific agreement, a right of use is presumed and derived from the joint purpose of the parties.

An unpaid contributor is treated similarly to a contractor. In lack of a specific agreement on assignment or right of use, a right of use is presumed and derived from the joint purpose of the parties.

Special measures

The Copyright Act contains civil law sanctions for a breach of copyright and some provisions on criminal sanctions regarding lesser copyright-related crimes. The Penal Code, in turn, contains criminal sanctions on more severe copyright-related crimes.

There are some criminal consequences that are specific to computer programs. For example, it is a criminal offence to "distribute to the public for the purpose of gain, or for such purpose keep in possession, any device whose sole purpose is the unauthorized removal or circumvention of a technological means protecting a computer program" (Article 56 c of the Copyright Act).

However, the provisions under Articles 50 a , 50 b and 50 c of the Act regarding the prohibition of circumvention of technological measures do not apply to computer programs.

Unprotected software and public domain software

Only software that is original in the sense that it is an intellectual creation of the author is eligible for copyright protection. Non-original software, then, is not

[10] This has been described in more detail under section_title.

eligible for such protection and can be used freely from a copyright perspective.[11]

There is no concept of public domain in the Finnish Copyright Act,[12] although based on the general principles of law, it can be concluded that it is possible for an author to grant a computer program into the public domain. However, this grant is possible only vis-à-vis the economic rights but not vis-à-vis the moral rights. Public domain computer programs are generally understood to mean such works to which the author has renounced all copyrights and which can therefore be freely used with the exception of moral rights.[13]

Although there is some uncertainty as to what is required of a notice in order to fully place a program into the public domain, the authors of this chapter would deem such notices by the author as "This program is placed into the public domain" or "This program is in the public domain" to be sufficient under Finnish law. In this context, it is useful to observe the requirements in comparison to the assignment of copyright. In order for a copyright assignee to have the right to modify the work, such right must be agreed upon in the assignment contract (Article 28 of the Copyright Act). If placing a work into the public domain is compared with an assignment of copyright "to the public", the question is whether the public domain notice must include a statement on modifications. Our conclusion is that there is no such requirement, since granting the right to modify a public domain work can be clearly seen as the intention of any author intending to place a computer program "into the public domain".

FOSS, however, is not considered as public domain software under Finnish law. This is simply because an author of FOSS reserves the copyright, whereas an author placing a work into the public domain renounces it altogether.

Analysis of FOSS under Finnish law

Under Finnish copyright law, FOSS licenses can be examined on a very general level as follows.

Nothing else apart from the FOSS license can grant the user of the computer program the rights he or she needs in order to comply with copyright legislation. Therefore, the user needs the benefit of the copyright license grant, and that can only be achieved by fulfilling the license conditions. To the extent the license constitutes an agreement, the user will need to accept the conditions of such agreement.

[11] The legal criteria and case-law on the threshold of copyright protection for computer programs has been presented in more detail above under section_title.

[12] Article 9 of the Copyright Act lists works that are not subject to copyright protection, such as Acts and Decrees, and can therefore be considered to be in the public domain. However, this is not an acknowledgment of the concept of granting a work into the public domain as decided by the author.

[13] For discussion on the content of moral rights, see under section_title.

Copyrights

Although FOSS can be authored by one person or owned by one legal entity, FOSS is often the result of the work of several authors. In such case, the crucial question is whether the later additions together with the original input form a jointly created work (Article 6 of the Copyright Act), or whether the original software is instead considered as the original work while every further contribution constitutes a derivative work (Article 4 of the Copyright Act). The legal consequences for these two cases are different.

Qualification of FOSS

A work that has been originally created by several parties is a jointly created work. In addition, any work in which the end result is such that the individual contributions cannot be separated from each other is a joint work. Contributions to a joint work can occur either simultaneously or successively.[14]

FOSS can also consist of an original work and the modifications made to it. In such case, the end result is a derivative of the original work.

In some cases, FOSS can constitute a collective work, i.e., a combination of several parties' works. In this case, the author of the collective work is the person assembling and choosing the different works. Again, the permission of the author of the collective work is required for deciding on the license to the whole.

Looking at the different legal scenarios in the light of FOSS development, it seems that many FOSS projects could be construed as partly jointly created works (e.g. the portions created jointly by the project), partly derivative works (e.g. the contributions received later on) and partly collective works (e.g. the third party FOSS components included in the project).

The version control systems used in software development make it often easy to discern between contributions of different persons. Although this might make it possible to regard everything as derivative works, it is possible that jointly planned and executed computer programming would still be considered as creating a joint work, even if a version control system could be used to track every character addition to the code.

Rights of the original co-authors

In the case of a jointly created work, the copyright is held jointly, meaning that each author's permission is required for the exploitation of the work. Regarding license choice, this means that a joint decision is needed on the downstream license.

In case the joint authors have not agreed or are unable to agree upon the license, the work cannot be licensed at all. Here, the rules and principles regarding joint

[14] Haarmann 2005, page 104.

ownership are applied and, eventually, if no joint solution is found, the parties have the option to apply for a separation of the joint ownership. In such case, the end result could be, for example, that the work is auctioned.

When starting a new project, a written upfront agreement between the most important contributors is recommended. In principle, an oral agreement could do just as well, but typically, the content of such agreement can turn out hard to prove. The written agreement should cover the nature of the project, the roles of the parties, the copyright notices used, the downstream license applied as well as the procedures for decision making and amending the agreement. Each author of a jointly created work has the right to present claims on the basis of copyright infringement, so no joint decision is necessarily required for enforcement.

Authors of derivative works

Most FOSS projects will include derivative works. Even every contribution can perhaps be considered as a derivative work. In this case, the copyright to the original work is held by the original author, whereas the copyright to the modifications is held by the subsequent author. These copyrights are – when separated – independent and full copyrights, but the derivative work cannot be distributed without the consent of both authors.

The combination of the original work and the modifications can be used only by the permission of both the original author and the subsequent author. Thus, the downstream license to the whole will need to be agreed upon together.

Again, a written upfront agreement is recommended between the major contributors starting the project.

In the case of derivative works, as well, enforcement by the authors can occur separately. Each author is, however, able to enforce their rights only in relation to the part in which they hold the copyright.

The assignment of copyrights

In order to control the project in an organised manner, it may be useful to collect all copyrights concerning a FOSS project within one organisation (i.e. a legal entity). The existence of such organisation will simplify the management and enforcement of the joint rights.[15] The assignment of copyright is perfectly possible under Finnish law as long as the legal requirements have been fulfilled.[16] Assignment can also be carried out by way of a fiduciary assignment of copyrights. A fiduciary assignment means that the party to whom the copyrights are assigned shall not act for himself but on account of others who have transferred

[15]FSFE (Free Software Foundation Europe) recommends that developers of Free Software projects use its Fiduciary License Agreement (FLA) to assign their rights to a fiduciary (preferably the FSFE). For an analysis of the FLA under Belgian law, see Y., VAN DEN BRANDE, "The Fiduciary Licence Agreement: Appointing legal guardians for Free Software Projects", IFOSS L. Rev., Vol 1, Issue 1, p. 9.

[16]This has been discussed earlier under section_title.

the rights (i.e. the original authors). A fiduciary assignment would resemble an ordinary assignment added, however, with contractual conditions concerning the roles, rights and responsibilities of the fiduciary and the original authors.

Moral rights

As described earlier (see under section_title and section_title), moral rights cannot be assigned under Finnish law, nor can they be fully waived. However, they have less importance with regard to computer programs.

In Finland, it is generally considered that good practice in the software industry does not require the employer to state the names of the employee authors (or contractor personnel) in connection with the dissemination of a computer program. However, this does not necessarily apply to FOSS, since (i) the authors have not assigned their copyrights to the third parties disseminating the program, (ii) the authors have not received salary or any another form of compensation from the third party, and (iii) the authors are often keen to receive acknowledgement of and respect for the use of their works.

Moral rights apply equally to FOSS regardless of whether it has been created as a derivative work, joint work or otherwise. Each relevant author has his or her moral rights.

Enforcing FOSS licenses

In general, FOSS licenses can be deemed fully enforceable under Finnish law. There is no existing case law on FOSS licenses, but it is clear that nothing apart from the license can grant a third party distributor the right to distribute the FOSS. Also, there are no formal requirements for granting licenses. FOSS licenses are therefore enforceable.

However, it may be difficult to clearly associate a computer program with a license. The project may have done their homework poorly, and the license is not adequately communicated to the users, or there are discrepancies in the information given. License attachment clauses may be unclear. This may lead to questions of, and needs for, additional interpretation. Also, individual licenses may have wordings subject to interpretation, and some elements of a license may not be enforceable at all, or the license may be interpreted differently from what was assumed by the project. These uncertainties do not mean that FOSS licenses are unenforceable, per se, but the end result of the enforcement might not always be satisfactory due to unclarity in licensing and license attachment.

There has been very little discussion in Finland on whether a computer program license is (i) an agreement between the copyright holder and the user including copyright permissions grants or (ii) a unilateral permission by the copyright holder. In both cases, the document will need to grant the copyright permissions. With regard to the available measures of execution, copyright-related execution measures would apply in both cases. Contract-related execution measures would

be applicable in the contract-based situation and probably in the unilateral permission situation, as well. In fact, there is little or no difference between these legal concepts.

Violation of a license condition would normally classify as a copyright infringement. A FOSS license cannot be deemed solely as a transfer of a copy of a work, and therefore, any types of conditions contained in a license – depending on the wording of the license – can be considered as prerequisites for the copyright grant. Not observing the conditions could be construed as losing the copyright grant and therefore resulting in a copyright violation and not a mere contract violation.

Waiver and liability

Typically, FOSS licenses contain very strong liability limitation clauses which discharge the author from all liability. Most clauses discharge all liability for quality faults in the software and many clauses discharge liability for issues in the title to the FOSS, as well. The reason for this is that FOSS is mostly made available without a fee, and as a result, the author generates insufficient income to pay for liability insurances and legal costs.[17]

Where business models are built around FOSS, guarantees are often offered against a fee or as a part of chargeable services.

There is no general requirement to offer warranties in (i) business to business, (ii) individual to business, or (iii) individual to individual relations. FOSS liability limitations can thus be considered valid. The reasonableness of such provisions can be contested only on very rare occasions. Since FOSS is mostly licensed without a fee, the circumstances would have to be very exceptional in order for the claim to be able to succeed on grounds of the provision being an unreasonable contract term.

However, in a relationship between a business and an individual using the product as a consumer, there are requirements as to different types of faults in the product. These requirements apply to consumer products but not to consumer services. Although computer software can be considered as a consumer product in some cases (typically in off-the-shelf proprietary software sales), this would not normally apply to FOSS. In any case, since FOSS is normally not sold for a fee, and even proprietary off-the-shelf copies often include full liability limitations, the risk in that a liability limitation of a FOSS license were to be deemed contrary to law or unreasonable can be seen as low.

The variance of licensing regimes does not affect the above analysis. Product liability rules are generic and do not specifically react to particular software licensing regimes.

[17] B. PERENS, "The Open Source Definition", *Open Sources: Voices from the Open Source Revolution*, http://perens.com/OSD.html.

The copyleft principle

Principle

A characteristic found in different (but not all[18]) FOSS licenses is the so-called "copyleft" principle. FOSS licenses incorporating the copyleft principle[19] lay down as a license provision that in order for the licensee to be entitled to further distribute the program with his or her modifications, such modifications must be licensed under the same terms as the original program. The extent of "modifications" subject to the copyleft rule varies from license to license. In some licenses only direct modifications of the files are considered modifications, whereas in others any creation of a derivative work is subject to the copyleft rule.

The copyleft principle may – depending on the case – restrict the commercial uses of the software. Sometimes it is feared that copyleft software could unintentionally cause the company's copyrighted works to become subject to a copyleft license. This is a misconception. The sanctions for incorporating copyleft code in an unpermitted manner into proprietary software are the same copyright law sanctions resulting from unpermitted use of any copyrighted work.

Validity

As discussed above, copyleft clauses are as valid as any other clauses in copyright licenses. Some copyleft clauses, however, are unclear or ambiguous (notably in GPL version 2, especially regarding the question of the extent of copyleft) and may therefore become subject to interpretation.

Compensations and damages

Copyright violations entitle the copyright holders to claim for copyright-based compensation as well as damages. Copyright-based compensation is typically set to a level equal to the license fee charged for the infringing act had the license been lawfully acquired. Damage, in turn, includes any damage occurring due to the infringement, e.g., costs due to specialist work for inspecting the infringing acts. In addition, legal and other costs are compensated, fully in principle, but in practice only to a certain extent.

[18] Nor the principles (freedoms) of the Free Software movement, nor the Open Source Definition mandate the use of a copyleft clause. Several FOSS licenses do not contain a copyleft clause at all, such as the Berkeley Software Distribution (BSD) license or the Apache license.

[19] E.g., GPL version 3 Art. 5 stipulates: "You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have *separately* received it." GPL version 2 Art. 2 b stipulates: "You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License."

In the context of FOSS, the proper amount of copyright-based compensation can be difficult to establish. If FOSS has been distributed against the copyleft rule, the compensation would, in principle, be equal to the license price the copyright holder would ask for such distribution.

FOSS cases in Finland

No cases have been reported yet (November 2013).

Finnish case law on copyright to computer programs

The authors have followed and listed below Finnish case law relating to copyright protection of computer programs up until November 2013. With respect to precedents by the Supreme Court and opinions issued by the Copyright Council, we believe the list is complete and exhaustive. However, with regard to Appeal Court level case law, as well as judgments apart from Supreme Court precedents, we have not been able to perform exhaustive searches for such material. The decisions are in Finnish with Swedish translations available for the Supreme Court precedents.

Supreme Court

- KKO:1996:43
- KKO 2788/1997 (non-precedent)
- KKO:1998:91
- KKO:1999:115
- KKO:2000:68
- KKO:2003:88
- KKO:2008:45

Appeal courts

- Appeal Court of Helsinki (Helsingin HO) 28.12.1999 3571
- Appeal Court of Kouvola (Kouvolan HO) 31.10.2000 1064
- Appeal Court of Helsinki (Helsingin HO) 08.06.2004 2133
- Appeal Court of Vaasa (Vaasan HO) 17.5.2005 712. (The prosecutor obtained, and the Court concurred with, a Copyright Council opinion on copyright threshold in the matter, see TN 2003:10 below.)
- Appeal Court of Helsinki (Helsingin HO) 20.06.2006 1891 (The plaintiff presented as evidence, and the Court concurred with, a Copyright Council opinion on the copyright threshold of a computer program, see TN 1997:2 below. Case decided by Supreme Court, see KKO:2008:45 above.)

- Appeal Court of Turku (Turun HO) 17.02.2009 304
- Appeal Court of Helsinki (Helsingin HO) 20.12.2010 3371
- Appeal Court of Rovaniemi (Rovaniemen HO) 04.03.2011 204

Copyright Council

Opinions of the Copyright Council[20] (in Finnish) can be accessed via the following website: http://www.okm.fi/OPM/Tekijaenoikeus/tekijaenoikeusneuvosto/tekijaenoikeusneuvoston_lausunnot/

∗ English translation available at http://www.okm.fi/export/sites/default/OPM/Tekijaenoikeus/tekijaenoikeusneuvosto/tekijaenoikeusneuvoston_lausunnot/2007/liitteet/TN_2007-9_edi_eng.pdf

References and recommended literature

There are no wider literature presentations on Finnish copyright legislation in English. The references here are to literature on copyright in Finnish or Swedish, with a special emphasis on literature touching upon issues related to computer programs.

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- Takki, Pekka: IT-sopimukset – käytännön käsikirja. Kauppakaari. Helsinki 2003.
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Articles

- Lehtonen, Asko: Kohtuullisen hyvityksen arviointi tietokoneohjelmaa koskevassa tekijänoikeuden loukkaustapauksessa. In (ed. Anne Kumpula): *Juhlajulkaisu Leena Kartio*. University of Turku 1998.

[20] The Copyright Council is a government-appointed council which issues judicially non-binding opinions on the application of the Copyright Act. The Council is mainly composed of representatives of major right holders and users of copyright-protected works, while the chair, vice-chair and at least one member of the Council are impartial appointees. Opinions of the Copyright Council can be requested by any person or entity whether or not they have personal interests in the matter. It is not uncommon that a party to a civil or criminal procedure requests an opinion from the Council regarding a copyright-related question.

- Pitkänen, Olli: Oikeudet tietokoneohjelmistoihin. In (ed. Eero Hyvönen): *Ohjelmistoliiketoiminta*. WSOY 2003.
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