

COPYRIGHT CODE

The Constitution of the Republic enshrines the guarantee and protection of the creation, production, and sale of literary, scientific, and artistic works, including the legal protection of copyright. This Code is intended to comply with a constitutional obligation and to implement a set of rules that bring Timorese law into line with the international industry standards, which safeguard such rights.

The regulation of the authorised reproduction of works is also an obligation of international citizenship. The protection of copyright is therefore essential for the integration of Timor-Leste as a full member of the world markets in objects and works, the value of which is clearly a function of the creative and innovative work of their authors and their collaborators. The Code gives distributors and authors the tools required in order to combat practices that are prohibited and punishable by law.

This Code not only protects copyright, but also makes provision regarding the management of copyright, and contractual relations between the authors, and a wide range of industry parties, regarding the exercise of related rights, in the various areas of the expression and translation of knowledge, culture and art, in written, performed, audio-visual, plastic, and radiophonic forms. Timorese authors will have the benefit of an essential regulatory basis for the dignification and sustainability of their professional activity, which enshrines recognition of their valuable contribution to Timorese identity and culture.

The National Parliament decrees the following, in accordance with Article 95(1) of the Constitution of the Republic, as a law:

TITLE I PROTECTED WORKS AND COPYRIGHT

CHAPTER I PROTECTED WORKS

Article 1 Definition

1 - Works are literary, scientific, and artistic intellectual creations, which are exteriorised in any way, and which are protected as such by the provisions of this Code, which includes the protection of the rights of the authors of such works.

2 - Ideas, processes, systems, operating methods, concepts, principles, and discoveries are not protected by this Code, per se and as such.

3 - For the purposes of this Code, a work exists independently of its dissemination, publication, use, or exploitation.

Article 2

Original works

1 - Literary, scientific, and artistic intellectual creations, whatever their nature, form of expression, merit, mode of communication and objective, include the following:

- a) Books, leaflets, magazines, newspapers and other texts;
- b) Conferences, lessons, lectures and sermons,
- c) Dramatic works, dramatico-musical works, and the performance thereof;
- d) Choreographic works, and pantomimes, which are fixed in writing, or otherwise;
- e) Musical compositions, with or without words;
- f) Cinematographic, televisual, phonographic, videographic and radiophonic works;
- g) Works of drawing, tapestry, basketwork, painting, sculpture, pottery, tiles, engraving, photogravure, woodcut, and architecture;
- h) Photographic works, or works produced by any processes analogous to photography;
- i) Works of applied art, industrial drawings, or models, and works of design, which amount to artistic creations, independently of protection of industrial property;
- j) Illustrations and geographic maps;
- l) Projects, sketches and plastic artworks regarding architecture, urban planning, geography, or other sciences;
- m) Emblems, or symbols, even if for advertising purposes, provided that they have originality;
- n) Parodies and other literary, or musical, compositions, even if inspired by a theme, or motif from another works;
- o) Computer programs, as a series of statements, or instructions that describe a task, to be used directly or indirectly on a computer to produce a certain result.

2 - The successive editions of a work, even if corrected, augmented, enlarged, consolidated, or with an altered title, or format, are not works distinct from the original work. Likewise, reproductions of works of art, with altered dimensions, are not different works.

3 - For the purposes of this Law, works based on traditional knowledge, usages and customs are treated as literary, artistic, and scientific works.

Article 3

Works equivalent to original works.

1 - The following are works equivalent to original works:

- a) Translations, arrangements, instrumentations, dramatisations, adaptations for the cinema, and other transformations of any work, even if the work is not protected;
- b) Summaries and compilations of works, whether protected or not, such as selections, encyclopaedias and anthologies, which are intellectual creations because of the selection, or disposition of their subject matters;

c) Systematic, or annotated compilations of conventions, laws, regulations, and reports, or administrative and judicial decisions, or decisions of any state, or government bodies, or authorities.

2 - The protection of these works is without prejudice to the rights of the authors of the corresponding original works.

Article 4

Title of the work

1 - The protection of a work includes the protection of its title, regardless of whether it is registered, provided it is original and cannot be confused with the title of any other previously disseminated, or published, work of the same type, by another author.

2 - The following are deemed not to comply with these requirements:

a) Titles that consist of a necessary, or usual, generic designation of the theme, or subject matter, of works of a certain type

a) Titles that solely comprise names of historical, historico-dramatical, or literary and mythological personages, or names of living persons.

3 - The titles of works that have not been disseminated or published are protected, provided that they comply with the requirements of this article, and have been registered together with the work.

Article 5

The titles of newspapers, and other periodicals

1 - The titles of newspapers, magazines, or any other periodicals are protected, while they are published regularly, and provided that they are duly registered at the proper registration section of the government department responsible for the media.

2 - The use of a registered title by a similar publication is only possible one year after the expiry of the publication right, as publicised by any means, or three years after the cessation of publication

Article 6

Published works and disseminated works

1 - A published work is a work that is copied with the author's consent, whatever the way in which the copies are produced, provided that they are actually publicly available, on terms that reasonably meet the requirements of the public, given the nature of the work.

2 - The use, or dissemination, of a work that does not involve the copying thereof in accordance with the preceding paragraph, does not amount to publication.

3 - Disseminated works are works that have been lawfully brought to public attention, by any means, such as performance of a dramatic, or dramatico-musical, work, cinematographic screening, performance of musical works, recitation of literary works, transmission, or broadcasting, construction of architectural works, or of plastic works,

incorporated therein, and the exhibition of any artistic works.

Article 7

Exclusion of protection

1 - The following are not protected:

- a) Daily news and merely informative reports, however disseminated;
- b) Applications, allegations, complaints, and other texts submitted orally, or in writing, to public authorities, or public departments;
- c) Texts proposed and speeches made at assemblies, or other national, regional, or local, collegial, political, and administrative bodies, or in public debates regarding matters of common interest;
- d) Political speeches.

2 - The reproduction of the speeches, oratory and the other texts referred to in subparagraphs 1(c) and (d), in full, either separately, in an anthology, or other combined use thereof, may only be made by the author, or with the author's consent.

3 - Third-party use of a work referred to in paragraph 1, when use thereof is unrestricted, must be limited to that required for the purpose to be attained by disseminating it.

4 - The communication of the texts referred to in subparagraph 1(b) is prohibited, when the said texts are confidential, or could give rise to prejudice to the honour, or reputation, of the author, or any other person, unless there is a court order that permits the communication thereof, based on proof of a superior legitimate interest that overrides the interest on which the prohibition of the communication of the texts is based.

Article 8

Compilations and annotations of official texts

1 - The compiled or annotated texts referred to in Article 3(1)(c), and official translations thereof, are not protected.

2 - If the texts referred to in the preceding paragraph incorporate protected works, these may be included without the author's consent, and without acquisition, by the author, of any right, within the ambit of the activity of the public department in question.

CHAPTER II COPYRIGHT

SECTION I THE CONTENT OF COPYRIGHT

Article 9

Content of copyright

1 - Copyright comprises patrimonial rights and personal rights, which are termed moral

rights.

2 - Authors have the exclusive right, in the exercise of their patrimonial rights, to dispose of their works and to the fruition and use thereof, and to authorise the fruition or use thereof, by a third parties.

3 - Independently of property rights, and even after the transfer or extinguishment thereof, the author has moral rights regarding his/her work, i.e. the right to claim authorship thereof, and the right to ensure the authenticity and integrity of the work.

Article 10

Supports of the work

1 - The copyright of the work as an intangible thing is independent of the property right regarding the material things that support the fixation or communication of the work.

2 - Manufacturers and acquirers of the material supports referred to in the preceding paragraph have no copyright powers.

SECTION II

GRANT OF COPYRIGHT

Article 11

Ownership

Copyright belongs to the intellectual creator of the work, in the absence of provision to the contrary.

Article 12

Recognition of copyright

Copyright is recognised independently of registration, deposit, or any other formality.

Article 13

Subsidised works

In the absence of contrary agreement in writing, those who subsidise, or finance, all or part of the preparation, conclusion, dissemination, or publication of a work, do not thereby acquire any copyright powers regarding the work.

Article 14

Determination of ownership in exceptional cases

1 - Without prejudice to the provisions of Article 168, ownership of the copyright of works commissioned by, or created on behalf of another, either pursuant a public occupational duty, or pursuant to an employment contract, is determined according to what has been agreed.

2 - In the absence of agreement, it is presumed that the copyright of works created on behalf of another belongs to the intellectual creator thereof.

3 - The fact that the name of the creator of the work is not mentioned in or on the work, or does not appear in the place customarily designated for that purpose, gives rise to a presumption that the copyright belongs the entity for which the work was created.

4 - Moreover, where the patrimonial content of the copyright belongs to the person for whom the work was created, its intellectual creator may require a special payment, in addition to the agreed remuneration, independently of the dissemination, or publication, of the work:

- a) When the intellectual creation clearly exceeds albeit diligent performance of the duty, or task, entrusted to the intellectual creator;
- b) When use is made of the work, or benefits accrue from it, that were neither included, nor foreseen, when the remuneration was fixed.

Article 15

Limits of use

- 1 - In the circumstances in Articles 13 and 14, when the copyright belongs to the intellectual creator, the work may only be used for the purposes included in the agreement between the parties.
- 2 - The power to alter the work is subject to the express agreement of its creator and may only be exercised in the terms agreed.
- 3 - The intellectual creator cannot use the work in such a way as to prejudice the obtaining of the objectives for which it was produced.

Article 16

The concept of collaborative works and collective works

- 1 - Works created by a plurality of persons are referred to as:
 - a) Collaborative works, when disseminated, or published, in the name of the collaborators, or some of them, regardless of whether the individual contributions can be identified;
 - b) Collective works, when organised at the instance of a natural, or juristic, person, and disseminated, or published, in its name.
- 2 - Improvised works of art are deemed to be collaborative works, when the creative contribution of the performer, or performers, is foreseen from the outset.

Article 17

Collaborative works

- 1 - The copyright of collaborative works, as a whole, belongs to all those who collaborated to create the work, and the co-ownership rules apply to the joint exercise thereof.
- 2 - In the absence of stipulation to the contrary, which must always be in writing, the authors' undivided shares in a collaborative work are deemed to be of equal value.
- 3 - If a collaborative work is disseminated, or published solely in the name of one, or some, of the collaborators, it is presumed, in the absence of explicit identification of the others, in any part of the work, that the unidentified collaborators have ceded their rights to the collaborator, or collaborators, in whose name the work is disseminated, or

published.

4 - Accordingly, persons, who have merely assisted the author in the production, dissemination, or production of the work, are not considered to be collaborators, and therefore have no share in the copyright of the work, however the said assistance was provided.

Article 18

Individual rights of authors of collaborative works

1 - Any of the authors may request the dissemination, publication, exploitation, or alteration of a collaborative work, and, in the absence of agreement, the issue shall be resolved in accordance with the rules of good faith

2 - Any of the authors may, without prejudice to the joint exploitation of collaborative works, exercise their rights regarding their personal contributions, individually, when these can be identified.

Article 19

Collective works

1 - The copyright of a collective work is attributed to the natural, or juristic, person that organised and directed its creation, and in the name of which it was disseminated, or published.

2 - However, if it is possible to identify the personal contribution of one, or some, of the collaborators, within the overall collective work, the provisions regarding collaborative works shall apply regarding the rights in relation to those personal contributions.

3 - Newspapers and other periodicals are presumed to be collective works, and the copyright with regard thereto is presumed to belong to the corresponding companies.

Article 20

Composite works

1 - A composite work is a work that comprises all, or part, of an existing work, with the consent, but without the collaboration, of the author thereof.

2 - The rights regarding composite works belong exclusively to the author of that work, without prejudice to the rights of the author of the pre-existing work.

Article 21

Broadcast works

1 - A broadcast work, is a work that was created according to the special conditions regarding use for audio and video broadcasting, and adaptations to those media, of works originally created for another use.

2 - The authors of the text, the composers of the music, and the creative directors of broadcast works are considered to be co-authors thereof, together with the authors of any adaptation, in the latter case, where the work was not originally produced for audio-visual communication.

3 - The provisions of the following articles regarding cinematographic works shall apply to the authorship of broadcast works, with the necessary adaptations.

Article 22

Cinematographic works

1 - The following are considered to be co-authors of cinematographic works:

- a) The director:
- b) The author of the screenplay, the dialogues, if the work of a different person, and the composer of the soundtrack.

2 - In the case of adaptations of works not created specifically for the cinema, the authors of the adaptation and the dialogues are also considered to be co-authors.

Article 23

Use of other works in cinematographic works

The provisions of Article 20 shall apply to the rights of creators, who are not considered to be co-authors under Article 22.

Article 24

Phonographic or videographic works

The authors of the text, or of the fixed music are considered to be authors of phonographic or videographic works, together with the director, in the latter case.

Article 25

Works of architecture, urban planning, and design.

The author of works of architecture, urban planning or design is the creator of the overall concept and the corresponding project.

Article 26

Technical collaborators

Without prejudice to the related rights to which they may be entitled, natural and juristic persons that involved in the production and dissemination of the works referred to in Article 21 et seq., in the capacity of employees, technical agents, designers, constructors, or in a similar role, are not entitled to claim any copyright powers regarding the same.

CHAPTER III

LITERARY AND ARTISTIC NAMES

Article 27

Authorship of the work

1 - In the absence of provision to the contrary, the author is the intellectual creator of the work.

2 - The author is presumed to be the person, whose name is identified as such in the work, in accordance with established use, or is announced in any form of use, or communication to the public.

3 - In the absence of provision to the contrary, reference to the author includes the author's successors and transferees of the author's rights.

Article 28

Identification of the author

The author may be identified by his/her full or abbreviated, given name, initials, a pseudonym, or any conventional sign.

Article 29

Protection of the name

1 - The use of a literary, artistic, or scientific name that can be confused with another name used previously in a disseminated or published work, even if of a different type, is prohibited, as is the use of the name of a famous person in the history of writing, the arts, or sciences.

2 - If the author is a relative, or kin, of another author previously known by the same name, the distinction may be made by adding an indication of the relationship or affinity, to the author's name.

3 - No one may use the name of another author on their work, even with that author's consent.

4 - Persons prejudiced by the use of a name, contrary to the provisions of the preceding paragraphs, may apply for appropriate court orders, including a ban on the said use, to prevent confusion among the public as to the true author.

Article 30

Anonymous works

1 - Anyone that disseminates, or publishes, a work with the author's consent, either under a name that does not reveal the author's identity, or anonymously, is considered to be a representative of the author, and, in the absence of contrary indication by the author, is subject to a duty to defend the corresponding rights in relation to third parties.

2 - The author may reveal his/her identity and authorship of the work, at any time, when the powers of representation referred to in the preceding paragraph, shall cease.

CHAPTER IV DURATION

Article 31

General rule

In the absence of special provision, copyright expires seventy years after the death of

the intellectual creator, even if the work was published, or disseminated, posthumously.

Article 32

Collaborative works and collective works

- 1 - The copyright of collaborative works expires seventy years after the death of the last surviving collaborator.
- 2 - The copyright of collective works, or works originally attributed to a juristic person expires seventy years after the first lawful publication or dissemination, unless the natural persons that created the works have been identified in versions of the works made publicly available.
- 3 - The duration of the copyright of individual collaborators in collective works, in relation to such of their individual contributions as can be identified, is as provided in Article 31.

Article 33

Anonymous and similar works

- 1 - The duration of the protection of anonymous works published or disseminated lawfully without identification of the author, is seventy years from the publication or dissemination thereof.
- 2 - If the use of a name, other than the given name, leaves no doubt as to the author's identity, or the author reveals his/her name within the period referred to in the preceding paragraph, the protection period is that applicable to works published or disseminated under the author's given name.

Article 34

Cinematographic or audio-visual works

- 1 - The copyright of cinematographic works, or any other audio-visual works, expires seventy years after the death of the last survivor of the following persons:
 - a) The director;
 - b) The author of the screenplay, or adaptation;
 - c) The author of the dialogues;
 - d) The author of the musical compositions specially created for the work.

Article 35

Works published or disseminated in parts

- 1 - If the various parts, volumes, or episodes, of a work are not published or disseminated simultaneously, the corresponding legal protection periods are calculated separately, for each part, volume, or episode.
- 2 - The same principle applies to issues, or instalments, of collective works published periodically, such as newspapers, and similar publications.

Article 36
Computer programs

- 1 - The right granted to the intellectual creator regarding the creation of the program expires seventy years after his/her death.
- 2 - If the right is originally granted to a person other than the intellectual creator, the right expires seventy after the date on which the program was first lawfully published, or disseminated.

Article 37
Foreign works

Where the country of origin of a work is a foreign country, and its author is not a Timorese national, the work shall have the protection period provided in the law of the country of origin, provided that it does not exceed the protection period provided in the preceding articles.

Article 38
Public domain

- 1 - Works enter the public domain on the expiry of the protection periods provided in this code.
- 2 - Works not lawfully published, or disseminated, within seventy years of their creation, also enter the public domain, when the protection period is not calculated from the death of the author.

Article 39
Works in the public domain

- 1 - Where a previously unpublished work is lawfully published or disseminated, after the expiry of the copyright, it is protected in a manner equivalent to copyright patrimonial rights, for twenty-five years from its publication, or dissemination.
- 2 - Critical and scientific publications of works in the public domain are protected for twenty-five years from their first lawful publication.

CHAPTER V
TRANSFER AND ENCUMBERING OF THE PATRIMONIAL CONTENT OF
COPYRIGHT

Article 40
Alienability of patrimonial powers

The original copyright owner, and his/her successors or transferees, may:

- a) Authorise the use of the work by third parties;
- b) Transfer, or encumber, all or part of the patrimonial content of the copyright of the said work.

Article 41

Consent provisions

- 1 - Mere consent given to third parties, to disseminate, publicise, use, or exploit the work by any process, does not involve the transfer of the copyright of the work.
- 2 - The consent referred to in the preceding paragraph can only be granted in writing, and is presumed to be made for equivalent valuable consideration and to be non-exclusive.
- 3 - Consents in writing must precisely state the form of dissemination, publication and use consented to, and the conditions as to time, place, and price.

Article 42

Limits of transfer and encumbrance

The powers granted to protect moral rights, and any other rights excluded by law, cannot be transferred, or encumbered, either voluntarily or compulsorily.

Article 43

Partial transfer or encumbrance

- 1 - The only subject matter of partial transfer or encumbrance is the mode of use stipulated in the acts that effect them.
- 2 - Contracts for the partial transfer or encumbrance of copyright must be in a document in writing, on which the signatures are notarised, on pain of nullity.
- 3 - The contract must identify the powers transferred and the conditions governing the exercise thereof, namely in terms of time and place and, if the transaction is for equivalent valuable consideration, the price.
- 4 - If the transfer, or encumbrance, is temporary, and the duration thereof is not stipulated, a general maximum five-year term is presumed. The presumed maximum in the case of photographic and applied art works is two years.
- 5 - However, the exclusivity granted shall expire after seven years if the work has not been used.

Article 44

Definitive transfer

On pain of nullity, the total and definitive transfer of the patrimonial content of copyright may only be effected by a document in writing, which identifies the work, states the corresponding price, and on which the signatures are notarised.

Article 45

Usufruct

- 1 - Copyright may be subject to both legal and voluntary usufructs.
- 2 - In the absence of a statement to the contrary, the usufructuary may only use the work of which the usufruct has been granted with the consent of the copyright owner, where the said use involves the transformation, or alteration, of the work.

Article 46

Pledge

1. The patrimonial content of copyright may be pledged.
2. If the pledge is enforced, the enforcement shall be limited to the right, or rights, regarding the work or works indicated, offered by the debtor as security.
3. The pledgee acquires no rights regarding the material supports of the work.

Article 47

Attachment and arrest

The author's patrimonial rights regarding some, or all, of his/her works may be attached, or arrested, and the provisions of Article 46 regarding the sale of the pledge by court-ordered auction shall apply.

Article 48

Prior disposal of copyright

- 1 - Prior disposal, or encumbrance, of the copyright of future works may only include future works that the author produces within a maximum period of eight years .
- 2 - If the contract concerns works produced over a longer period, it shall be deemed to be reduced to the limit in the preceding paragraph, when the remuneration stipulated shall be reduced proportionately.
- 3 - Contracts that transfer or encumber future works that are not made for a fixed term, are void.

Article 49

Additional compensation

- 1 - If the intellectual creator, or his/her successors, having transferred, or encumbered, their exploitation right for equivalent valuable consideration, incur serious financial harm because of a manifest disproportion between what they receive and the profits made by the beneficiary of the said acts, they may claim additional compensation from the beneficiary, which shall be paid from the results of the exploitation.
- 2 - In the absence of agreement, the additional compensation referred to in the preceding paragraph shall be fixed in the light of the normal results of the exploitation of the entirety of the author's similar works.
- 3 - If the price of the transfer, or encumbrance, of the copyright was fixed as a share of the proceeds received by the beneficiary from the exploitation, there is no entitlement to additional compensation if the percentage agreed is manifestly less than that currently agreed in transactions of that type.
- 4 - The entitlement to compensation lapses if not exercised within two years of awareness of the serious financial harm.

Article 50

Attachment and arrest of unpublished or incomplete works

1. Incomplete unpublished manuscripts, sketches, drawings, canvases, or sculptures, regardless of whether they are signed, are exempt from attachment and arrest, unless they are offered for attachment or arrest, or the author thereto.
2. However, if the author has disclosed by unequivocal acts that it is his/her intention to disseminate or publish the said works, the creditor may obtain the attachment, or arrest, of the corresponding copyright.

Article 51

Right of copyright included in unclaimed estates

1. Where a copyright is part of an unclaimed estate declared forfeit to the state, the copyright shall be excluded from the liquidation of the estate.
2. The copyright shall enter the public domain 10 years after the forfeiture of the estate, if the state has not used, or authorised, the use of the work.
3. If the estate of one of the authors of a collaborative work is forfeit to the state, the copyright of the work as a whole shall belong solely to the other authors.

Article 52

Republication of out-of-print works

1. If the person with the right to republish refuses to exercise it, or refuses to authorise republication when previous editions are out-of-print, any interested party, including the state, may apply for court authorisation to republish the work.
2. Court authorisation shall be granted, if there is public interest in the republication of the work and the refusal is not based on acceptable moral or material non-financial grounds.
3. The person with the right to publish shall not be deprived thereof and may publish, or authorise, future editions.
4. The provisions of this article are applicable, with the necessary adaptations, to all forms of reproduction, if the transferee of the right regarding any work already disseminated or published does not ensure satisfaction of the reasonable needs of the public.

Article 53

Procedure

1. Court authorisation shall be granted in accordance with procedural law and shall state the number of copies to be published.
2. There shall be a right of appeal against the decision, in accordance with procedural law. The enforcement of the decision shall be stayed, pending a decision on the appeal, which shall be final.

Article 54

Resale right

- 1 - Authors of original works of art, which are neither architectural works, nor applied artworks, are entitled to a share of the price obtained from the sale of the said works, after the initial disposal thereof by the author, where the sale is effected via the intervention of any agent, who acts regularly in a professional capacity in the art market.
- 2 - For the purposes of the preceding paragraph, "original work of art" means any work

of graphic, or visual, art, such as pictures, collages, paintings, drawings, serigraphies, engravings, prints, lithographs, sculptures, tapestries, pottery, glass and photographs, provided that they are the work of the author, or copies that are considered to be works of art, which must be numbered, signed, or be authorised in some way by the author.

3 - The right referred to in paragraph 1 is inalienable and unwaivable.

4 - The share of the price referred to in paragraph 1 shall be fixed as follows:

- a) 4% of the sale price, where the total sale price is between USD 3000 and USD 50 000;
- b) 3% of the sale price, where the total sale price is between USD 50 000.01 and USD 200 000;
- c) 1% of the sale price, where the total sale price is between USD 200 000.01 and USD 350 000;
- d) 0.5% of the sale price, where the total sale price is between USD 350 000.01 and USD 500 000;
- e) 0.25% of the sale price, where the total sale price exceeds USD 500 000.01.

5 - The provisions of the preceding paragraphs shall not apply to any transaction of original artworks, which are intended to be included in the collection of a not-for-profit museum, which is open to the public.

6 - The obligation to pay the share due to the author lies primarily with the seller of the original artwork, and secondarily with art market agent via which the transaction was effected.

Article 55

Acquisitive prescription

Copyright may not be acquired by acquisitive prescription.

CHAPTER VI MORAL RIGHTS

Article 56

Definition

1 - Independently of patrimonial rights, and even if these have been disposed of, or encumbered, the author has a lifetime right to claim authorship of the work, to ensure the authenticity and integrity of the work, to oppose the destruction, mutilation, distortion or other alteration of the work, and generally to oppose any act that could corrupt the work, and that could affect the author's honour and reputation.

2 - This right is inalienable, unwaivable and indefeasible, and survives the author's death, as provided in the following article.

Article 57

Exercise

1 - Following the death of the author, these rights are exercised by the author's

successors, until the work enters the public domain.

2 - The protection of the authenticity and integrity of works in the public domain is the responsibility of the state and is exercised by the state body with ultimate responsibility for copyright.

3 - Following the death of the author, the state body with ultimate responsibility for copyright may arrogate to itself both the defence of works, the authenticity and cultural dignity of which is threatened, and which are not yet in the public domain, and the means to do so, where the copyright owners, having been given notice to do so, fail, without good reason, to do so.

Article 58

Reproduction of "*ne varietur*" works

When the author has reviewed all, or part, of his/her work, and has effected, or authorised, the dissemination, or publication, of a *ne varietur* edition thereof, earlier versions of the author's work may not be reproduced by his/her successors, or third parties.

Article 59

Alterations of the work

1 - Alterations of the work are not permitted without the author's consent, even when the work may lawfully be used without the said consent;

2 - In the case of anthologies for use in education, such alterations as are necessary for that purpose are permitted, provided that the author does not oppose them in accordance with the provisions of the following paragraph;

3 - Once the consent of the author has been sought by recorded delivery mail, with advice of receipt, the author has one month from the date of the registration, in which to state his/her position.

Article 60

Alterations of architectural projects

1 - The author of an architectural or artistic project, which is executed by others, and is incorporated in an architecture work, is entitled to supervise all phases and details of the construction, or implementation thereof, in order to ensure that the work is wholly compliant with the author's project.

2 - When built according to a project, the owner of the work may not alter the work, either during construction, or thereafter, without first consulting the author of the project, failing which, the owner of the work may be liable in damages, for loss and damage.

3 - In the absence of agreement, the author may repudiate authorship of the altered project, in which case, the proprietor shall be prohibited from citing the name of the author of the original project, for its own benefit.

Article 61

Moral rights in the event of attachment

1 - If the successful bidder for the copyright of a published work that has been attached, publishes the work, the right to review the proofs and accuracy of the work, and the corresponding moral rights, in general, shall be unaffected.

2 - If, in the circumstances referred to in the preceding paragraph, the author withholds the proofs, without justification for more than sixty days, the printing of the work may proceed without revision of the proofs.

Article 62

Right to withdraw

Provided that they have reasonable moral grounds, authors of works that are disseminated, or published, may withdraw them from circulation at any time, and terminate the use thereof, whatever the form thereof. However, they must indemnify interested parties for the loss and damage caused to them by the withdrawal.

CHAPTER VII INTERNATIONAL REGIME

Article 63

Jurisdiction of the Timorese legal system

In the absence of an international convention to the contrary, by which the state is bound, the Timorese legal system has exclusive jurisdiction to determine the protection to be given to a work,

Article 64

Protection of foreign works

In the absence of contrary provision in an international convention, by which the state is bound, the works of foreign authors, or authors, whose country of origin is a foreign country, are protected by Timorese law, subject to reciprocity.

Article 65

Country of origin of published works

1 - The country of origin of published works is the country where they were first published.

2 - If a work was published simultaneously in several countries that have differing copyright protection periods, the country of origin shall, in the absence of an applicable treaty, or international agreement, be that which provides the shortest protection period.

3 - A work is considered to be published simultaneously in various countries, when it is published in two or more countries, within thirty days of its first publication, including that publication.

Article 66

Country of origin of unpublished works

1 - The country of origin of unpublished works, is the country of which the author is a

national, and, in the case of dual nationality, that of the nationality acquired first.
2 - However, in the case of architectural, graphic, or plastic artworks, which are incorporated in a building, the country of origin is the country in which the said works are built, or incorporated in a structure.

TITLE II USE OF WORKS

CHAPTER I GENERAL PROVISIONS

SECTION I TYPES OF USE

Article 67

Fruition and use

- 1 - The author has the exclusive right to the fruition and use of, all, or part, of the work, which includes the powers to disseminate, publish and exploit the work financially, in any direct or indirect manner, subject to the legal limits.
- 2 - The guarantee of the patrimonial benefits arising from this exploitation is the fundamental subject matter of legal protection, from a financial point of view.

Article 68

Types of use

- 1 - The work can be exploited and used generally according to the type and nature thereof, by any means known currently, or in the future.
- 2 - The author has, inter alia, the exclusive right to do, or authorise the following, either directly, or via the author's representatives:
 - a) Publication in printed form, or any other means of graphic reproduction;
 - b) Public representation, recitation, performance, showing, or exhibition;
 - c) Reproduction, adaptation, performance, execution, distribution, and cinematographic screening;
 - d) Fixing or adaptation to any device intended for the mechanical, electrical, electronic, or chemical reproduction, and public performance, transmission, or retransmission by these means;
 - e) Dissemination by photography, telephotography, television, radio, or by any other process for the reproduction of signals, sounds or images, and public communication via loudspeakers, or similar devices, both wired and wireless, i.e. via radio waves, fibre optics, cable, or satellite, when this communication is effected by an organisation other than the source organisation;
 - f) Any form of distribution of the original, or copies of the work, such as sale, rental, or loan;
 - g) Translation, adaptation, arrangement, instrumentation, or any other transformation of

the work;

h) Any use in another work;

i) Direct or indirect, temporary, or permanent reproduction, by any means and in any form, of all or part of the work;

j) The public availability of the work, by wire, or wirelessly, in order to make it accessible to anyone at the time and place of their choice;

l) The construction of architectural works according to the project, regardless of whether there are repetitions.

3 - The copyright owner has the exclusive power to freely choose the processes and conditions for the use and exploitation of the work.

4 - The various forms of use of the work are independent of each, and the adoption of any of them by the author, or by an authorised person, is without prejudice to the adoption of other forms, by the author, or third parties.

5 - Acts of lawful disposal, by first sale, or by another means of transfer of title, exhaust the right to distribute the original, or copies, as tangible copies.

Article 69

Posthumous works

1 - It is for the author's successors to decide regarding the use of the author's works that have not yet been disseminated, or published.

2 - Successors, who disseminated or publish a posthumous work shall have the same rights, in relation to that work, as they would have had, had the author disseminated, or published, it during his/her lifetime.

3 - If the successors do not use the work within twenty-five years of the death of the author, they cannot oppose the dissemination, or publication, of the work, without prejudice to the rights provided in the preceding paragraph, unless the dissemination, or publication, of the work is impossible, or delayed, on serious moral grounds, which may be evaluated by a court.

Article 70

Legal power to translate

The legal power to use a work without the prior consent of the author, includes the power to translate, or transform it, in any way, to the extent necessary for that use.

SECTION II

MANAGEMENT OF COPYRIGHT

Article 71

Management powers

The powers regarding the management of copyright may be exercised by the copyright owner, or by the copyright owner's duly appointed representative.

Article 72

Representatives of the author

1 - The national, or foreign, associations and bodies created to manage copyright perform this role as representatives of the copyright owners, and that representation and the provision of those services are a mere function of membership of the said associations and bodies.

2 - The associations or bodies referred to in paragraph 1 have the legal capacity to commence, defend and intervene in civil and criminal proceedings regarding copyright, to defend the legitimate interests and rights of those they represent, without prejudice to the intervention of the representatives expressly appointed by the interested parties.

Article 73

Registration of representation

1 - The exercise of the power of representation referred to in the preceding article, whether granted expressly, or arising from the capacities referred to in the said article, is subject to registration with the state body with ultimate responsibility for copyright.

2 - Registration is obtained on application by the representative, and production of a document that proves that representation. A translation of that document may be required if it is in a foreign language.

CHAPTER II FREE USE

Article 74

Scope

1 - Acts of temporary reproduction, which are transitory, or ancillary, and an integral and essential part of a technological process, the sole objective of which is to permit transmission on a network between third parties, by an intermediary, or a lawful use of a protected work, and do not, per se, have significant financial value, are excluded from the reproduction right.

2 - Acts that permit navigation on networks and temporary storage, and that permit the efficient operation of transmission systems, to the extent that they comply with the conditions stated, provided that the intermediary does not alter the content of the transmission and does not interfere with the lawful use of the technology, in accordance with the best practices acknowledged by the market, in order to obtain data regarding the use of information, and merely technological transmission processes generally, are included.

3 - The following uses of works are lawful without the author's consent:

a) Reproduction on paper, or a similar support, by any type of photographic technique, or a process with similar results, solely for private purposes, except for musical scores, and reproduction, in any medium, by a natural person for private use and with no direct, or indirect, commercial objectives;

- b) Reproduction and making publicly available, via the media, of extracts or summaries of public speeches, addresses and lectures, for information purposes, which do not fall within the categories provided in Article 7.
- c) The regular selection of articles from periodicals, in the form of a press review;
- d) The fixation, reproduction, and public communication, by any means, of excerpts from literary or artistic works, when their inclusion in accounts of current events is justified for information purposes;
- e) The reproduction of all or part of a work that was previously made accessible to the public, provided that the said reproduction is made by a public library, a public archive, a public museum, a non-commercial documentation centre, or a scientific or educational institution, and the said reproduction, and the number of copies, if they are not intended for the public, are limited to the needs of the activities of the said institutions and are not intended for the obtaining of a direct or indirect financial, or commercial, benefit, including reproduction necessary for the preservation and archiving of any works;
- f) Reproduction, distribution, and public availability for educational purposes, of parts of a published work, provided that they are intended solely for the educational objectives of the said educational establishments and are not intended for the obtaining of a direct or indirect financial or commercial benefit;
- g) The inclusion of quotes, or summaries, of third-party works, whatever the type, or nature, thereof, in support of the author's opinions and positions, or for the purposes of criticism, discussion or education, to the extent justified by the objective to be attained;
- h) The inclusion of short excerpts or fragments of third-party works in proprietary works intended for educational purposes;
- i) The reproduction, public communication and making publicly available for persons with disabilities, of works that are directly related to, and to the extent strictly required for, these specific disabilities, provided that they are not directly or indirectly profit-seeking;
- j) The public performance and communication of official patriotic anthems and songs, and exclusively religious works during religious services, or acts;
- l) The use of works for publicity purposes related to public exhibitions, or sales of artistic works, to the extent necessary for the promotion of the event, excluding any other commercial use;
- m) The reproduction, public communication, or making publicly available, of articles about current events, and economic, political, or religious debates, broadcast works, and other matters of the same type, unless expressly reserved;
- n) The use of works for purposes of public security, or to ensure the proper conduct, or reporting, of administrative, parliamentary, or court proceedings;
- o) The communication, or making publicly available, in libraries, museums, public archives, and schools, of protected works in their collections, or catalogues, which are not subject to purchasing or licensing conditions, via terminals intended for that purpose, for the purposes of research, or personal study, by individual members of the public;
- p) Reproduction by non-profit social institutions, such as hospitals and prisons, when they are broadcast;

- q) The use of works, such as works of architecture or sculpture, made to be located permanently, in public places;
- r) The use of works regarding the demonstration or repair of equipment;
- s) The use of artistic works regarding the form of a building, a drawing, or plan of a building for the purposes of the reconstruction thereof.

4 - The distribution of lawfully produced copies is also lawful, to the extent justified by the objective of the act of reproduction.

5 - The forms of exercise of the uses referred to in the preceding paragraphs, must not affect the normal exploitation of the work, or unjustifiably prejudice the author's legitimate interests.

6 - All contractual clauses that are intended to eliminate, or prevent the normal exercise by the beneficiaries of the uses referred to in paragraphs 1, 2, 3 and 4 of this article are invalid, without prejudice to the possibility that the parties may freely agree on the way in which the same are exercised, i.e. regarding the amount of fair remuneration.

Article 75

Requirements

1 - The free use referred to in the preceding article must be accompanied by:

- a) The names of the author and publisher, the title of the work and other identifying circumstances, whenever possible;
- b) In the cases in Article 73(3)(a) and (e), a fair remuneration to be paid to the author, and, by analogy, to the publisher, by the body that made the reproduction;
- c) In the case in Article 73(3)(h), a fair remuneration to be paid to the author and the publisher;
- d) In the case in Article 73(3)(p), a fair remuneration payable to the rights owners.

2 - The works reproduced, or cited in the cases in Article 73(3)(b), (d), (f), (g) and (h), must not be confused with works of those that use them, and neither the reproduction nor the citation may be so extensive as to prejudice the interest in the said works.

3 - Only the author is entitled to combine the works referred to in Article 73(3)(b), in a volume.

Article 76

Comments, annotations, and polemics

1 - The reproduction of third-party works, without the author's consent, on the pretext of commenting on, or annotating the same, is not permitted, but it is lawful to publish comments, or annotations separately, with simple references to chapters, paragraphs, or pages of a third-party work.

2 - Authors, who reproduce their articles, letters, or other discussion pieces, published in newspapers and magazines, in a book or booklet, may also reproduce opposing texts, and the authors of the opposing texts have an identical right, even after the initial publication by the former author.

Article 77

Lectures

1 - Lectures by teachers may only be published by third parties, with the consent of the authors, even if they are presented as a report published at the risk of the person that publishes them.

2 - In the absence of other stipulation, the publication of lectures shall be deemed to be solely for use by students.

Article 78

Braille

The reproduction, or any type of use, in braille, or another system intended for the blind, of lawfully published works, is permitted provided that the said reproduction, or use, is not for profit.

Article 79

Other permitted uses

Reproduction is permitted:

- a) Single copies of works that are not yet commercially available, or which are impossible to obtain, which are made solely for reasons of scientific or humanitarian interest, for the time necessary for the said use;
- b) Exclusively for private use, provided that this does not affect the normal exploitation of the work, and does not unjustifiably prejudice the lawful interests of the author. Such reproductions cannot be used for any public communication, or marketing purposes.

CHAPTER III PARTICULAR USES

SECTION I PUBLICATION

Article 80.

Publishing contract

A publishing contract is a contract by which the author authorises another person to produce a certain number of copies of a work, or series of works, on that person's account, on the terms stipulated in the contract, or by law, subject to the obligation of that person to distribute and sell the same.

Article 81

Other contracts

1 - The following agreements by which the author makes the following arrangements with another person, are not considered to be publishing contracts:

- a) Production by the other party of a certain number of copies of a work, on that party's account, and the deposit, distribution, and sale thereof, with the profits and losses of the

exploitation of the work being shared between the parties.

b) Production by the other party of a certain number of copies of the work and the deposit, distribution, and sale thereof, on the account and at the risk of the rights owner, in consideration of the payment of a fixed, or proportional sum;

c) The deposit, distribution, and sale of copies of the work by the other party, in consideration of the payment of commission, or some other form of remuneration.

2 - Contracts regarding the circumstances described in the preceding paragraph shall be governed by the matters stipulated by the parties, and, in the absence of provision, by the legal provisions regarding partnerships, in the case of subparagraph *a)*, and contracts for the supply of services, in the cases of subparagraphs *b)* and *c)*, and in default by current custom and practice.

Article 82

Subject matter

The subject matter of publishing contracts may comprise one or more existing, future, published, or unpublished works.

Article 83

Contents

1 - Publishing contracts must state the number of editions covered by the contract, the number of copies in each edition, and the retail price of each copy.

2 - If the number of editions is not stipulated in the contract, the publisher is only authorised to publish one edition.

3 - If the publishing contract contains no provision regarding the number of copies to be printed, the publisher must produce at least two thousand copies of the work.

4 - Publishers that produce less copies than agreed may be compelled to complete the edition and, if they fail to do so, the copyright owner may engage another person to produce the missing copies, at the expense of the publisher, without prejudice to the right to claim damages for loss and damage from the publisher.

5 - If the publisher produces more copies than agreed, the copyright owner may apply to a court for the seizure of the excess copies, and appropriate them, when the publisher shall forfeit the cost of the said copies.

6 - Where the publisher has already sold all or part of the excess copies, or the copyright owner has not applied for the seizure thereof, the publisher shall indemnify the copyright owner for loss and damage incurred.

7 - The author, either in person, or via its representative, has the right to monitor the number of copies in the edition, and may, therefore, and in accordance with the law, demand access to the accounts of the publisher, or company that produced the copies, when that company does not belong to the publisher, in order to examine the said accounts, or have recourse to such other means as do not interfere with the production of the work, such as the marking of each copy with the author's signature, or seal.

Article 84

Form

- 1 - Publication contracts are only valid when in writing.
- 2 - Nullity arising from lack of written form shall be deemed to be imputable to the publisher, and may only be invoked by the author.

Article 85

Effects

- 1 - Publication contracts do not involve the permanent or temporary transfer to the publisher of the right to publish the work, but merely authorise the reproduction and marketing of the work, on the terms stipulated in the contract.
- 2 - Consent to publish does not entitle the publisher to translate, transform, or adapt the work, to other types, or forms, of use, which right is always reserved to the author.
- 3 - In the absence of provision to the contrary, publishing contracts prevent the author from making, or authorising, a new edition of the same work, in the same language, in Timor-Leste, or abroad, until the previous edition has sold out, or the expiry of the term stipulated, save in the event of supervening circumstances, which prejudice the interest of the edition and render necessary the redesign, or updating of the work.

Article 86.

Obligations of the author

- 1 - The author is required to provide the publisher with the means necessary for the performance of the contract, and must, namely, provide the original work to be published in a form that admits reproduction, within the agreed timeframe.
- 2 - The original copy referred to in the preceding paragraph belongs to the author, who is entitled to require the return thereof once the publication of the work is concluded.
- 3 - If the author unjustifiably delays the delivery of the original, so as to prejudice the publisher's expectations, the publisher may rescind the contract, without prejudice to a claim for damages for loss and damage.

Article 87

Obligations of the publisher

- 1 - The publisher is required to publish the edition with such care as is necessary for the reproduction of the work on the terms agreed, and to promote and market the copies produced, and is liable to the author for loss and damaged incurred if it fails to do so.
- 2 - The publisher and author must agree the time limits for the commencement and conclusion of the reproduction of the work, in the publishing contract.
- 3 - Neither lack of the financial resources required to pay for the publication, nor increased publication costs are considered to amount to force majeure.

Article 88

Remuneration

- 1 - Publication contracts are presumed to be made for equivalent valuable consideration.
- 2 - The remuneration of the author is that stipulated in the publishing contract and may take one, or more, of the following forms:

- a) a lump sum payable for the entire issue;
- b) a percentage of the cover price of each copy;
- c) the allocation of certain number of copies; or
- d) a payment agreed on another basis, according to the nature of the work.

3 - In the absence of provision as to the author's remuneration, the author is entitled to 25% of the cover price of each copy sold.

4 - If the remuneration is a percentage of the cover price, increases or reductions of that price shall be reflected in the calculation of the said percentage.

5 - The publisher may only make price reductions with the author's consent unless the publisher continues to pay the previous remuneration to the author.

Article 89

Enforceability of payment

The publication price is deemed payable, within the timeframe and subject to the conditions in Article 87(2), as soon as the publication of the edition has been concluded, unless the form of remuneration agreed makes payment subject to subsequent circumstances, e.g. the sale, or placement on the market, of all, or some of the copies produced.

Article 90

Spelling

The text of a work must comply with the official grammar and spelling rules of the language used, save for the author's aesthetically-based spelling options. The updating of the spelling of the text in accordance with the said rules is not considered to be alteration.

Article 91

Proofs

1 - The publisher is required to provide the author with a set of galley proofs, a set of page proofs, and the proposed design of the front cover. The author shall correct the composition of the said pages and be consulted regarding the said design and shall normally return the proofs within twenty days and the front cover design within five days.

2 - If the publisher, or the author, delay the sending, or return, of the proofs, either of them may give notice to the other by recorded delivery mail with advice of delivery, for the publisher to provide, or the author to return, the proofs, within a new and non-extendible timeframe.

3 - The giving of the notice referred to in the preceding paragraph is a precondition of a claim for damages for publication delay.

4 - The author is entitled to make typographical corrections in both the galley proofs and the page proofs, and the cost thereof shall be borne by the publisher.

5 - The cost of corrections, alterations, and additions not justified by new circumstances, shall, in the absence of contrary agreement, be borne in full by the

publisher, subject to a maximum of 5% of the composition cost, and any excess shall be borne by the author.

Article 92

Alterations

- 1 - Without prejudice the provisions of preceding articles, publishers of dictionaries, encyclopaedias, and didactic works, may update them, or complete them with notes, addenda, footnotes, and minor textual alterations, after the death of the author.
- 2 - The updates and alterations referred to in the preceding paragraph must be duly indicated when the corresponding texts are signed, or contain the author's opinions or positions.

Article 93

Rendering of accounts

- 1 - If the remuneration payable to the author depends on the sales figures, or if the payment of remuneration is based on the evolution of sales, the publisher is required to submit accounts to the author within the agreed period, or in the absence of an agreed period, on a half-yearly basis, on 30 June and 31 December each year.
- 2 - The publisher shall, for the purposes of the preceding paragraph, send the sales and returns statement regarding the said period, together with the payment of the balance due, to the author, by recorded delivery mail, within 30 days of the end of the period.
- 3 - The publisher shall always provide the author, or the author's representative, with such information from its accounts as is essential in order to check the accounts referred to in the preceding paragraph.

Article 94

Identification of the author

The publisher must state the name or pseudonym of the author, or any other designation that identifies the author, on each copy.

Article 95

Printing

- 1 - Printing cannot proceed without the consent of the author.
- 2 - The return of the page proofs and the front cover design, signifies consent to print, when not accompanied by a statement to the contrary.

Article 96

Transfer of the publisher's rights

- 1 - The publisher cannot transfer its rights arising from the publishing contract, whether gratuitously, or for equivalent valuable consideration, without the consent of the author, unless the transfer is a consequence of the transfer of the publisher's establishment.
- 2 - If the transfer of the establishment causes, or comes to cause, non-material damage to the other party, it is entitled to rescind the contract within six months of notice of the transfer of the establishment, when the publisher is entitled to damages for loss and

damage.

3 - The inclusion of rights arising from a publishing contract, in the shareholding of the publisher in any commercial company, is deemed to amount to a transfer of rights arising from a publishing contract, for the purposes of this article, and is therefore subject to the author's consent.

4 - The award of the rights arising from the publishing contract to one of the shareholders of the publishing company, on the judicial, or extrajudicial, liquidation of the company, is not deemed to be a transfer of the rights arising from the publishing contract.

Article 97

Death or incapacity of the author

1 - If the author dies, or becomes incapable of concluding the work after the delivery of a considerable part thereof, the successors of the author may rescind the contract, and compensate the publisher for loss and damage. However, if they fail to do so within three months, the publisher may rescind the contract, or treat the contract as having been performed as to the part delivered, provided that the publisher pays the corresponding remuneration to the successor, or representative.

2 - If the author has stated that the work should not be published, if it is not complete, the contract shall be rescinded, and the incomplete work cannot be published in any circumstances. However, any copyright payments made by the publisher must be reimbursed.

3 - An incomplete work may only be completed by a person other than the author, with the written consent of the author.

4 - Without prejudice to the consent referred to in the preceding paragraph, the completed work may only be published, if the original part, the part added, and the authorship of the latter, are clearly identified.

Article 98

Insolvency of the publisher

1 - If it is necessary, in the context of the liquidation of the publisher's assets in insolvency proceedings, to sell the copies of the work in the publisher's warehouses, at a low price, either in their entirety, or in large lots, the administrator of the insolvent estate must give the author at least twenty days' prior notice thereof, in order to give the author the opportunity to take such measures as he/she deems appropriate to defend his/her material and non-material interests.

2 - The author also has a right of pre-emption to acquire the copies auctioned at the highest price bid.

Article 99

Future works

1 - Agreements regarding the publication of future works must stipulate the timeframe for the delivery of the work by the author to the publisher.

2 - If the work subject to the contract is to be published in volumes, or fascicles, as it is

written, the contract must stipulate the number and size of the volumes, or fascicles, at least approximately, with a 10% margin of error, in the absence of other agreement.

3 - If the author exceeds the said number and size, without the prior agreement of the publisher, the author is not entitled to any additional payment, and the publisher may refuse to publish the additional volumes, fascicles, or pages. However, the author is entitled to rescind the contract, in the said circumstances, on indemnifying the publisher as to the expense incurred and the expected publication profits, when the profits already earned shall be taken into consideration in the calculation of the damages.

Article 100

Re-editions and successive editions

1 - If the publisher has been authorised to issue various editions, the conditions stipulated for the original edition, shall apply to the subsequent editions, in the event of doubt.

2 - Before undertaking a new edition, the publisher must provide the author with the opportunity to make such minor corrections, or alterations, as do not involve substantial alteration of the work.

3 - Even if an overall price has been agreed, the author is also be entitled to additional remuneration, where the author agrees with the publisher to make substantial alterations to the work, such as the recasting, or enlargement of the work.

4 - Publishers that are required to issue successive editions of a work must, on pain of liability for loss and damage, issue them uninterruptedly, so that there is never a lack of copies on the market.

5 - Force majeure is an exception to the principle stipulated in the preceding paragraph. However, neither lack of financial resources to pay for the new edition, nor increased costs thereof, are considered to be force majeure.

Article 101

Rescission of the contract

1 - Publishing contracts may be rescinded:

- a) If the publisher is declared by a court to be incompetent;
- b) By the death of the publisher, if a sole trader, if his/her establishment does not continue to be operated by any of his/her successors;
- c) If the author fails to deliver the original within the agreed period, or if the publisher does not conclude the edition within the agreed period, save for duly proved force majeure;
- d) In all other cases, for which special provision is made, and generally, whenever there is breach of any of the clauses, or violation of the applicable legal provisions, whether the same are applicable directly or by default.

2 - The rescission of the contract is always without prejudice to the liability for loss and damage of the party to which the same is imputable.

SECTION II

SCENIC REPRESENTATION

Article 102

Concept

Scenic representation is the performance, in the presence of an audience, of a dramatic, dramatico-musical, choreographic, pantomimic, or other similar work, via dramatic fiction, song, dance, music, or other appropriate processes, either individually, or in combination.

Article 103

Consent

- 1 - The use of a work via the scenic representation thereof, whether in a public, or private, place, and whether admission is paid, or free of charge, and whether for profit, or not, is subject to the consent of the author.
- 2 - If the work has been disseminated in any way, and provided that the scenic representation is not for profit and in private, and in a family setting, the scenic representation of the work may take place without the author's consent.
- 3 - The grant of the right to represent is presumed to be for equivalent valuable consideration, save when granted to amateurs.

Article 104

Form, content, and effects

- 1 - A scenic representation contract is a contract in which the author authorises an impresario to arrange the scenic representation of a work, and the impresario agrees to do so, on the terms agreed.
- 2 - Scenic representation contracts must be in writing, and, in the absence of contrary agreement, do not grant the impresario an exclusive right to the live communication of the work, by that means.
- 3 - Scenic representation contracts must clearly stipulate the conditions and limitations to which the consent to the scenic representation of the work is subject, i.e. time limits, location, payments to the author and the payment method.

Article 105

Remuneration

- 1 - The remuneration of the author for the grant of the right to represent may take the form of a lump sum, a percentage of the receipts of the performances, a fixed sum for each performance, or be fixed in another way stipulated in the contract.
- 2 - If the remuneration is determined according to performance receipts, it must be paid on the day after the performance, unless otherwise agreed.
- 3 - If the remuneration is determined according to the receipts of each performance, the author is entitled to check the receipts either personally, or via his/her representative.
- 4 - If the impresario vitiates the receipts records, or employs other fraudulent means to conceal the exact results of its operations, the impresario shall be liable to the imposition of the penalties for the corresponding crimes, and the author shall be entitled to rescind the contract.

Article 106

Unauthorised representation

Unauthorised representation, or representation which not in accordance with the terms of the consent granted, entitles the author to terminate the representation immediately, without prejudice to the civil or criminal liability of the impresario, or promoter of the performance.

Article 107

Copyright

1 - In the absence of contrary provision, the author has the following rights pursuant to a scenic representation contract.

- a) The right to make such alterations of the work as the author considers necessary, without the agreement of the other party, provided that the said alterations do not prejudice the general structure of the work, reduce its dramatic or theatrical impact, or prejudice the scheduling of rehearsals and performances;
- b) The right to be consulted regarding casting;
- c) The right to attend rehearsals and to make necessary suggestions regarding performances and staging;
- d) The right to be consulted regarding the selection of personnel for the artistic production of the work;
- e) The right to oppose public performance of the work if the author considers the performance to be insufficiently rehearsed. However, the author must not abuse this right and delay the performance of the work unreasonably, and will be liable for the loss and damage incurred if he/she does so;
- f) The right to supervise the performances, either personally or via a representative. The author and his/her representative must therefore have unhindered access to the location during performances.

2 - Where it has been agreed in the contract that the scenic representation of the work be entrusted to certain actors, or performers, these may only be replaced by agreement between the parties.

Article 108

Deletion of parts of the work

If a court order imposes the deletion of any part of the work, in such a way as compromises, or distort the meaning of the work, the author may withdraw the work and rescind the contract, without thereby incurring any liability.

Article 109

Obligations of the impresario

1 - The impresario has a contractual obligation to ensure that the work is performed publicly within the agreed period, and, in the absence of such agreement, within one

year of the making of the contract, except in the case of dramatico-musical works when the time limit is two years.

2 - The impresario is required to conduct such rehearsals as are essential in order to ensure the performance of the work in appropriate technical conditions and generally to make the efforts normal in the said circumstances to ensure the success of the representation.

3 - The impresario is required to ensure the performance of the text provided, and may not alter it by making deletions, replacements, or additions, without the author's consent.

4 - The impresario is required to state the name, pseudonym, or any other identification sign used by the author, in a very visible manner in programmes, posters and any other publicity.

Article 110

Secrecy of unpublished works

In the case of works that have not previously been represented, or reproduced, the impresario may not announce it prior to the first performance, other than for publicity purposes, in accordance with current practice.

Article 111

Transmission, reproduction, and filming

Neither all, nor part, of the representation of the work may be transmitted by audio or video broadcast, reproduced in phonograms or videograms, or be filmed, or screened, without the written consent of the author, in addition to the consent of the impresario of the show, and the performers.

Article 112

Transfer of the impresario's rights

The impresario may not transfer rights arising from the scenic representation contract, without the author's consent.

Article 113

Scenic representation of undisseminated works

Authors, who have made a contract for the scenic representation of an undisseminated work, may, in the absence of agreement otherwise with the impresario, publish it, either in printed form, or by reproducing it via another process.

Article 114

Rescission of the contract

1 - Scenic representation contracts may be rescinded.

- a) In the circumstances provided by law or contract;
- b) If the impresario is declared by a court to be incompetent;
- c) In the event of evident and continued lack of an audience;

d) In all other cases, for which special provision is made, and generally, whenever there is breach of any of the clauses, or violation of the applicable legal provisions, whether the same are applicable directly, or by default.

2 - The rescission of the contract is always without prejudice to liability for loss and damage of the party to which the same is imputable.

SECTION III RECITATION AND PERFORMANCE

Article 115

Equivalence to representation

1 - The recitation of literary works and the performance by instruments, or by instruments and singers, of musical works, or literary-musical works, are equivalent to scenic representation, as defined in the preceding section.

2 - Save as specifically provided by law, contracts for the recitation, or performance, of the said works are subject to the provisions of the preceding section, provided that they are compatible with the nature of the work and the performance.

Article 116

Obligations of the impresario

1 - The impresario is the entity responsible for the promotion, or organisation, of the performance, or recitation, of a literary, musical, or literary-musical work, in a public performance, pursuant to a contract with the author.

2 - The impresario must affix the programme in advance at the location of the performance, and the programme must, as far as possible, state the name of the work and the name of its author.

3 - A copy of the said programme must be provided to the author, or to the author's representative.

4 - If the programme is not affixed, or communicated, in accordance with the preceding paragraphs, the entity that promotes, or organises, the performance, or recitation, is subject to an obligation, on demand, to prove that it has obtained the consent of the authors of the works performed, or recited.

Article 117

Fraud in the organisation, or performance, of the programme

1 - If the entity that promotes the performance or recitation, organises the programme fraudulently, for example by including a work in the programme that it does not intend to perform or recite, and intends instead, to perform or recite another unannounced work, or if, during the performance, for reasons other than a fortuitous event, or force majeure, the work in the programme is not performed or recited, authors, whose material and non-material interests are prejudiced thereby, may claim damages for loss and damage from the said entity, independently of any criminal liability that may exist in the case.

2 - The fact that the performers perform, or recite works in addition to the works in the programme, in response to insistent requests of the audience, does give rise to liability, or an obligation, on the part of the promoters of the performance.

SECTION IV CINEMATOGRAPHIC WORKS

Article 118

Production of cinematographic works

Cinematographic production is subject to the consent of the authors of the pre-existing works, even if they are not considered to be authors of the cinematographic work, in accordance with Article 22.

Article 119

Consent of the authors of cinematographic works

- 1 - The consents granted by the authors of cinematographic works in accordance with Article 22 must specifically contain the conditions governing the production, distribution, and screening of the film.
- 2 - If the author has authorised the screening of cinematographic works, either expressly, or impliedly, the producer is entitled to exercise the corresponding financial exploitation rights.

Article 120

The producer

- 1 - The producer is the impresario of the film and as such, organises the making of the cinematographic work, and ensures the necessary resources and assumes the technical and financial responsibilities inherent therein.
- 2 - The producer must be identified as such in the film.
- 3 - If the copyright owner, or owners, do not ensure the protection of their rights regarding the cinematographic work, in another way, the producer is considered to be their representative during the exploitation period, and must inform them regarding the way in which the said role has been performed.

Article 121

Effects of consent

- 1 - The producer's right to produce the negative, positives, copies, and magnetic recordings necessary for the screening of the work is based on the consent.
- 2 - In the absence of specific provision, the cinematographic production consent, includes an implied consent to the distribution and screening of the film in public cinemas, and consent to the financial exploitation of the film by that means, without prejudice to the payment of the remuneration stipulated.
- 3 - The audio or video broadcast of the film, the communication thereof to the public, by wire, or wirelessly, i.e. by radio waves, fibre optics, cable or satellite, and the reproduction, exploitation, or screening thereof, as a videogram, is subject to the

consent of the authors of the cinematographic work.

4 - The consent referred to in this article does not include the radiophonic broadcast of the soundtrack, or phonograms, in which extracts of the cinematographic work are reproduced.

5 - The dissemination of works produced by an audio, or audio-visual, broadcasting organisation, which is entitled to transmit and communicate all, or part, thereof, to the public, via its broadcasting channels, does not require the consent of the author.

Article 122

Exclusivity

1 - In the absence of contrary agreement, the consent of the authors to the cinematographic production of a work, whether composed specially for that form of expression, or adapted thereto, involves a grant of exclusivity.

2 - In the absence of other provision by the parties, the exclusivity granted regarding the cinematographic production lapses twenty-five years after the making of the corresponding contract, without prejudice to the right of the person to whom the financial exploitation has been granted, to continue to screen, reproduce, and distribute it.

Article 123

Transformations

1 - Translation, dubbing, or any transformation of cinematographic works is subject to the authors' written consent.

2 - The consent to screen, or distribute a foreign film in Timor-Leste, involves an implied consent to translate, or dub, the film, into, or in, the official languages of the Democratic Republic of Timor-Leste.

Article 124

Conclusion of the work

Cinematographic works are considered to be concluded once the director and the producer have agreed on its final version.

Article 125

Remuneration

The remuneration of the authors of cinematographic works may be a lump sum, a percentage of the revenue from the screening of the work, a lump sum for each screening, or another form of remuneration agreed with the producer.

Article 126

Co-production

In the absence of agreement to the contrary, it is permissible for a producer, who has made a contract with the authors, to associate with another producer, in order to ensure the making and exploitation of the cinematographic work.

Article 127

Transfer of the producer's rights

It is also permissible for the producer to transfer all, or part, of the rights arising from the contract to third parties, at any time, although the producer shall continue to be liable to the authors for the timely performance of the contract.

Article 128

Identification of the work and the author

- 1 - The author, or co-authors, of a cinematographic work are entitled to require their names to be stated in the projection of the film, and that the contribution of each of them to the said work be mentioned.
- 2 - If the cinematographic work is an adaptation of pre-existing work, the title of that work, and the name, pseudonym, or any other identification sign of the author of the pre-existing work, must be mentioned.

Article 129

Separate use and reproduction

The authors of the literary and musical parts of the cinematographic work may reproduce them, and use them separately, in any way, provided that they do not thereby prejudice the exploitation of the work as a whole.

Article 130

Term for the performance of the contract

If the producer does not conclude the production of the cinematographic work within three years of the date of the delivery of the literary and musical parts thereof, or does not screen the completed film within three years of the conclusion thereof, the author, or co-authors are entitled to rescind the contract.

Article 131

Rushes, master, and copies

- 1 - The producer is only required to make copies, or rushes, of the cinematographic work, to the extent that these are requested, and must retain the master, which may not be destroyed in any circumstances.
- 2 - The producer of the cinematographic work is not entitled to sell the copies produced, at a reduced price, even on the grounds of lack of demand therefor.

Article 132

Insolvency of the producer

If the producer is insolvent and it is necessary to sell, or auction, copies of the cinematographic work, at a low price, either in their entirety, or in lots, the administrator of the insolvency must give at least twenty days' prior notice thereof to the author, or co-authors, of the work, in order to enable them to take such steps as they deem appropriate in defence of their material and non-material interests, and to exercise their right of pre-emption regarding the copies to be disposed of

Article 133

Applicable legal provisions

The legal provisions governing scenic representation, recitation and performance apply to cinematographic production, with the necessary adaptations.

Article 134

Works produced by a process analogous to cinematography

The provisions of this section of apply to works produced by any process analogous to cinematography.

SECTION V

PHONOGRAPHIC AND VIDEOGRAPHIC FIXING

Article 135

Phonographic and videographic fixation contracts

- 1 - The fixation of a work is subject to the author's consent. Fixation means the incorporation of sounds, or images, whether separately, or cumulatively, on a material support that is sufficiently stable and durable to permit the perception, reproduction, or communication thereof, for more than a short time.
- 2 - The consent must be in writing and entitle the entity authorised, to fix the work and reproduce and sell the copies produced.
- 3 - The consent to the performance the work, in public, broadcast, or transmit the work fixed, in any way, must also be in writing, and may be given to an entity other than the entity responsible for the fixation.
- 4 - The purchase of a phonogram, or videogram, does not entitle the purchaser to use the same for any purpose of performance or transmission, reproduction, resale, or rental for commercial purposes.

Article 136

Identification of the work and the author

Phonograms and videograms must bear the title of the work, or a means to identify it, and the name, or other identification sign, of the author, which must, whenever possible because of the nature of the work, be printed directly on them, or on labels affixed to them, in accordance with the best practices of the international industry.

Article 137

Monitoring

- 1 - The author is entitled to monitor the establishments where the phonograms and videograms are pressed and copied, and where the material supports are stored, the number of copies made, and may, to that end, and in accordance with the law, demand access to the commercial accounts of the reproducer of the work, or of the company that makes the copies thereof, or have recourse to another type of monitoring that does not interfere with the production process, such as the placement of the author's signature, or

seal, on each copy.

2 - Importers, manufacturers and sellers of material supports for phonographic and videographic works must communicate the quantities imported, manufactured, and sold, to the state body with ultimate responsibility for copyright.

3 - Persons, who manufacture, or copy, phonograms and videograms are required to communicate the quantities of phonograms and videograms they press, or copy, to the state body with ultimate responsibility for copyright periodically and in detail, and to produce the document containing the author's consent to it.

4 - The state body with ultimate responsibility for copyright shall fix the regularity and manner in which the communication referred to in paragraphs 2 and 3 must be made.

Article 138

Works that are already fixed

1 - Musical works, and the corresponding texts, which have been the subject of commercial phonographic fixation, which the author is aware of and has not opposed, may be the subject of further fixation.

2 - The author is always entitled to fair remuneration, and, in the absence of agreement between the parties, the state body with ultimate responsibility for copyright shall determine the fair amount thereof.

3 - The author may terminate exploitation whenever the technical quality of the fixation compromises the correct communication of the work.

Article 139

Transfer of the producer's rights

A person, with whom the fixation of a work has been contracted, may not transfer the rights arising from the consent agreement without the authors' agreement, except when the establishment is transferred.

Article 140

Transformations

The adaptation, arrangement, or other transformation of any work for the purposes of fixation, transmission, performance, or screening, by mechanical, phonographic or videographic means, is also subject to the written consent of the author, which must identify the purpose, or purposes, of the transformation.

Article 141

Reference provision

1 - The legal provisions regarding publishing contracts are applicable, with the necessary adaptations, to phonographic, or videographic, fixation consent agreements.

2 - The legal provisions applicable to recitation and performance are applicable, with the necessary adaptations, to performances that involve the public communication of phonographic, or videographic works.

Article 142

Scope

The provisions of this section apply to the reproduction of intellectual works by any existing, or as yet uninvented, process similar to phonography or videography.

SECTION VI

BROADCASTING AND OTHER PROCESSES THAT REPRODUCE SIGNALS, SOUNDS AND IMAGES

Article 143

Consent

- 1 - The audio or video broadcasting of a work, whether live, or recorded, and whatever the means used, is subject to the author's consent.
- 2 - The communication of a work in any public place, whatever the means used to broadcast signals, sound, or images, is also subject to consent.
- 3 - A public place is any place which may be accessed, either impliedly, or explicitly, whether for payment, or not, even if there is an express right to refuse admission.

Article 144

Broadcast of fixed works

If the work was fixed for marketing with the author's consent, which expressly includes the communication, or sound or video broadcast of the work, the author's specific consent for each communication, or broadcast, is not required, without prejudice to author's moral rights and the entitlement to fair remuneration.

Article 145

Technical prerequisites

The owner of the venue, or building, in which the broadcast, or communication, referred to in Article 143, is to take place, the impresario, and any other person involved in the conduct of the show to be transmitted, are required to permit the installation of the equipment necessary for the transmission, and the technical tests and preparatory procedures necessary for a successful transmission thereof.

Article 146

Limits

- 1 - In the absence of contrary provision in writing, the consent referred to in Article 143 does not imply consent to fix the works broadcast.
- 2 - However, it is lawful for broadcasting organisations to fix works to be broadcasted, but solely for use by their broadcasting stations, in the cases of deferred broadcast.
- 3 - However, the fixations referred to above must be destroyed within three months, without prejudice to the remuneration of the author.
- 4 - The restrictions in the two preceding paragraphs apply without prejudice to cases in which the said fixations are of exceptional interest, in terms of documentation, in which case they may be kept in official archives, without prejudice to the copyright.

Article 147

Scope

- 1 - Consents to the broadcast of a work are general and apply to all broadcasts, by the stations of the entity that obtained them, whether live, or recorded, without prejudice to the author's remuneration for each transmission.
- 2 - Broadcasts at different times because of time considerations, or technical issues, by Timorese stations that are linked to the same broadcasting network, or are part of the same organisation, are not considered to be new transmissions.
- 3 - Transmission by a body other than that which obtained the consent referred to in paragraph 1, by cable, or satellite, when this is not expressly provided in the said consent, is subject to the author's consent, and entitles the author to remuneration.

Article 148

Identification of the author

Broadcasting stations must announce author's name, or pseudonym, and the title of the work broadcast, except when the standard practice is to omit this information, and when the circumstances and requirements of the transmission result in the omission thereof.

Article 149

Public communication of broadcast works

The author is also entitled to remuneration for the public communication of the broadcast work, by loudspeaker, or by any other similar equipment for the transmission of signals, sound, or images.

Article 150

Applicable legal provisions

- 1 - The legal provisions regarding publishing, representation and performance contracts are applicable, with the necessary adaptations, to broadcasting and dissemination by any other process that involves the communication of signals, sounds or images.
- 2 - The legal provisions applicable to recitation and performance are applicable, with the necessary adaptations, to shows that involve the public communication of broadcast works.

SECTION VII

PLASTIC, GRAPHIC AND APPLIED ARTWORKS

Article 151

Exhibition

- 1 - Only the author may exhibit, or authorise the public exhibition of his/her artworks.
- 2 - In the absence of contrary agreement, the sale of artworks involves a grant of the right to exhibit them.

Article 152

Responsibility for the works exhibited

Promoters of exhibitions of artworks are responsible for the integrity of the works exhibited and are required to insure them against the risks of fire, transport, theft, and any other risks of destruction and deterioration, and for the conservation of the artworks at the place of exhibition, until the date fixed for the return thereof.

Article 153

Form and content of reproduction contracts

- 1 - Creations of the plastic, graphic and applied arts, design, architectural projects, and urban planning plans may only be reproduced by the author, or by another person, with the author's consent.
- 2 - The consent referred to in the preceding article must be given in a contract in writing, and is presumed to be for equivalent valuable consideration.
- 3 - Reproduction contracts must state the number of copies contemplated, and the retail price of each copy.
- 4 - If the number of copies is not stipulated in the contract, the reproducer is only authorised to make one copy.
- 5 - Reproducers that produce less copies than agreed, may be compelled to produce the missing copies, and, if they fail to do so, the copyright owner may engage another person to produce the missing copies, at the reproducer's expense, without prejudice to the right of the copyright owner to claim damages for loss and damage.
- 6 - If the publisher produces more copies than agreed, the copyright owner may apply to a court for the seizure of the excess copies, and appropriate them, when publisher shall not be entitled to the cost of the said copies.
- 7 - If the reproducer has already sold all or part of the excess copies, or the copyright owner has not applied for the seizure thereof, the publisher shall indemnify the copyright owner for loss and damage.
- 8 - The author, is entitled by him/herself, or via a representative, to monitor the number of copies reproduced, and may accordingly, and in accordance with the law, demand access to the accounts of the reproducer, or of company that produced the copies, where that company does not belong to the reproducer, in order to examine the said accounts, or have recourse to such other means as do not interfere with the production of the copies, such as the marking of each copy with the author's signature or seal.

Article 154

Identification of the work

- 1 - The contract must contain information that permits the identification of the work, such as a summary description of the work, a sketch, drawing, or photograph, which bears the author's signature.
- 2 - Reproductions may not be offered for sale, unless the author has approved the quality of the copy submitted to him/her for examination.
- 3 - All copies produced must bear the name, pseudonym, or other sign that identifies the author.

Article 155

Architectural and urban planning studies and projects

- 1 - Each copy of architectural and urban planning studies and projects in the site office of the architectural work, and that work, once constructed, is required to contain, or bear, the author's name, in a manner clearly legible by the public.
- 2 - The repetition of the construction of an architectural work, according to the same project, is subject to the author's consent.

Article 156

Return of models or items used

- 1 - The original models and any other items used by the person who made the reproductions, must be returned to the author once the contract has terminated.
- 2 - In the absence of contrary agreement, tools created solely for the reproduction of the work must be destroyed, or rendered unusable, if the author does not wish to acquire them.

Article 157

Extent of protection

The provisions of this section also apply to scale models of sets, figurines, handcrafts, clothing designs, tapestry cards, scale models for ceramic panels, tiles, stained glass, mosaics, rural reliefs, advertising posters and drawings, book covers, and to the graphic elements in them, if they are artistic creations.

SECTION VIII

PHOTOGRAPHIC WORKS

Article 158

Protection conditions

- 1 - For a photograph to be protected, it is necessary that the choice of its subject, and the way it is taken, can be considered to be a personal artistic creation of the author.
- 2 - The provisions of this section do not apply to photographs of texts, documents, business papers, technical drawings, and similar things.
- 3 - Photograms of the cinematographic films are considered to be photographs.

Article 159

Copyright of photographic works

- 1 - Authors of photographic works have an exclusive right to copy, disseminate, and sell them, subject to the restrictions regarding the exhibition, reproduction, and sale of portraits, and without prejudice to the copyright of the work reproduced, in the case of the photographs of plastic artworks.
- 2 - If the photograph is taken pursuant to an employment contract, or to order, the right provided in this article is presumed to belong to the employer, or to the person who placed the order.
- 3 - Persons, who use photographic reproduction for commercial purposes, must pay a

fair remuneration to the author.

Article 160

Disposal of the negative

In the absence of contrary agreement, disposal of the negative of a photographic work involves the transfer of the rights referred to in the preceding articles.

Article 161

Compulsory information

- 1 - Copies of photographic works must contain the name of the photographer.
- 2 - Photographs of plastic artworks must contain the name of the author of the work photographed.
- 3 - Improper copying of photographs may only be penalised as illegal if they bear the said information. In the absence of the said information, the author may not demand the payments provided in this Code, unless the photographer proves bad faith on the part of the person who made the copy.

Article 162

Reproduction of photographs taken to order

- 1 - In the absence of contrary agreement, photographs of a person, taken to order, may be published, or reproduced, by the person photographed, their heirs, or transferees, or at their request, without the photographer's consent.
- 2 - If the name of the photographer appears on the original photograph, it must also be stated on reproductions thereof.

SECTION IX

TRANSLATION AND OTHER TRANSFORMATIONS

Article 163

Consent of the author

- 1 - Where the original work is protected under Article 3(2), translations, arrangements, instrumentations, dramatisations, and cinematisations of it, may only be made, or authorised, by its author.
- 2 - The consent must be given in writing and, in the absence of contrary stipulation, does not involve a grant of exclusivity.
- 3 - The person, who receives the consent, must reflect the meaning of the original work.
- 4 - The alteration of the work is permitted, to the extent required for the purpose for which it is to be used, provided that this does not distort the work.

Article 164

Additional compensation

Translators are entitled to additional compensation, whenever the publisher, impresario, producer, or any other entity, uses the translation in a manner that exceeds either the limits agreed, or those stipulated in this Code.

Article 165

Identification of the translator

The name of the translator must always appear on copies of the work translated, theatre advertisements, information that accompanies radio and television broadcasts, film credits, and in all promotional material.

Article 166

Legal provisions applicable to translations

- 1 - The rules regarding the publication of original works in section I of this chapter apply to the publication of translations thereof, whether the consent to translate has been granted to the publisher, or to the author of the translation.
- 2 - In the absence of contrary agreement, the contract between the publisher and translator does not involve any temporary, or permanent, transfer of the translator's rights regarding the translation, to the publisher.
- 3 - The publisher may require the translator to make such changes as are necessary to ensure that it reflects the original work, and, where the work involves a specific graphic arrangement, to ensure that the text complies therewith. The publisher may make the said changes if the translator fails to do so within 30 days.
- 4 - Whenever the nature and characteristics of the work require specific knowledge, the publisher must ensure that the translation is reviewed by an expert selected by the publisher.

SECTION X

NEWSPAPERS AND OTHER PERIODICALS

Article 167

Protection

- 1 - The copyright of works published in newspapers and periodicals, even if unsigned, belongs to the authors thereof, and, in the absence of contrary agreement in writing, only the author may reproduce, or consent to the reproduction of, their work separately, or in a similar publication.
- 2 - Without prejudice to the provisions of the preceding paragraph, the proprietor, or publisher of the publication, may reproduce the issues in which the said contributions were published.

Article 168

Journalistic works produced for a third party

- 1 - The copyright of journalistic works produced pursuant to an employment contract that involves the identification of the author, by signature, or another means, belongs to the author.
- 2 - The author may not, without the consent of the company that owns the newspaper, or similar publication, publish the work referred to in the preceding paragraph, separately, until six months after the issue date of the publication in which it was

published.

3 - In the case of works as part of a series, the time limit referred to in the preceding paragraph begins on the date of the distribution of the issue of the publication in which the final work in the series was published.

4 - If the said works are not signed, or do not identify the author, the copyright of the said works will be granted to the company that owns the newspaper, or publication in which they were published, and the said works may only be published separately with the consent of those who wrote them.

5 - Where the author uses a pseudonym, or requests anonymity from the company which owns the newspaper, or publication, in which the work was published, the said company shall protect the identity of the author, and send all correspondence, or communications, to the author, without prejudice to compliance with court orders, in accordance with the law.

Article 169

Periodic publication and publication by issue

1 - Authors, or publishers, of works that are published in volumes, tomes, fascicles, or in separate consecutive pages, and authors and publishers of periodicals, can contract with others for the sale thereof by subscription, as they are published, for a fixed or indeterminate period.

2 - Failure to return the first book, or fascicle, sent by the author, or publisher, does not amount to the tacit making of a contract, and the person to whom they are sent has no obligation to retain, or return the same.

3 - In the absence of contrary agreement, the sending of tomes, fascicles, or pages, by post is always at the sender's risk, and the sender must replace issues not received, without entitlement to further payment.

TITLE III RELATED RIGHTS

Article 170

Concept

1 - The work of performers, artistes, producers of phonograms and videograms, and broadcasting organisations, are protected under this title.

2 - Performers, or artistes, are the actors, singers, musicians, dancers, and others, who perform, sing, recite, declaim, interpret, or, in any way, perform literary or artistic works.

3 - A producer of phonograms or videograms, is a natural, or juristic, person that fixes the sounds of a performance, or any other sounds, or images from any source, with or without sound.

4 - A phonogram is a recording, on a material support, arising from the fixation of the sound of a performance, or other sounds, or of a representation of sounds.

5 - A videogram is a recording arising from the fixation of images, on a material support, with or without sound, or a copy of cinematographic, or audio-visual works.

6 - A copy is the material support on which sounds and images, or representations of them, are reproduced, either separately, or together, which are recorded directly, or indirectly, from a phonogram, or videogram, which includes all, or part, of the sounds or images, or representations of them, that are fixed thereon.

7 - Reproduction is the making of direct, indirect, temporary, or permanent copies of all or part of a fixation, by any means, and in any form.

8 - Distribution is the activity, the objective of which is the offering to the public of significant quantities of phonograms, or videograms, either directly or indirectly, and whether for sale, or rental.

9 - A broadcasting organisation, is an entity that makes audio or video broadcasts. A broadcast is a dissemination of sounds or images, or of a representation of them, either separately, or together, by wire, or wirelessly, i.e. by radio waves, fibre optics, cable, or satellite, for reception by the public.

10 - Retransmission is a simultaneous broadcast, by a broadcasting organisation, of a broadcast by another broadcasting organisation.

Article 171

Exclusion of authors' rights

The protection of related rights does not affect the protection of the authors of the work used.

Article 172

Power to consent, or prohibit

1 - Performers have the exclusive right to do, or authorise, the following, either directly, or via their representatives:

- a) The broadcasting, and communication to the public, of their performances, by any means, save where the performance is already a broadcast performance, per se, or when the broadcasting, or communication to the public, is based on a fixation;
- b) The fixation, without their consent, of performances that have not been fixed;
- c) The direct, indirect, temporary or permanent unauthorised reproduction, by any means, in any form, of all or part of an unauthorised fixation of their performances, when the reproduction is made for purposes other than those for which consent was given, or when the first fixation was made pursuant to a free use, in accordance with this law, but the reproduction was intended for purposes other than those provided in this article;
- d) The making publicly available of their performances, by wire, or wirelessly, in a manner accessible by anyone at the place and time of their choice.

2 - Whenever performers authorise the fixing of their performances for the purposes of broadcast by a cinematographic, audio-visual, or videographic producer, or by a broadcasting organisation, they are deemed to have transferred their broadcasting and public communication rights, and to retain the inalienable right to a single fair payment, for all the consents referred to in paragraph 1, except for the right provided in subparagraph d) of this number.

3 - The management of the single fair payment referred to in the preceding paragraph

shall be exercised under a collective agreement between the users and the collective management body that represents the corresponding category, which is deemed to be authorised to manage the rights of all rights holders in that category, including those who are not registered with the said body.

4 - The inalienable fair payment fixed in accordance with the preceding paragraph also includes consent to further broadcasts, retransmissions, and the marketing of fixations made solely for broadcasting purposes.

5 - The right provided in subparagraph 1(d) may only be exercised by a state body with ultimate responsibility for copyright, which will be presumed to be authorised to manage the rights of all rights holders, including those that are not registered.

Article 173

Identification

1 - In the absence of contrary agreement, the name, or pseudonym, of the artiste, shall be stated in all disseminations of performances, even if in abbreviated form, unless the form of use of the interpretation, or performance, requires the omission thereof.

2 - Exclusively audio music programmes, without any speech, and cases in which the name, or pseudonym, of the author is omitted, in accordance with accepted current practice, and when the said omission results from the circumstances and requirements of the broadcast, are excepted from the provisions of the preceding paragraph.

3 - The artiste, or performer, is presumed to be the person identified as such in the authorised copies of the performance, and on the corresponding cover; or to be the person, who is announced as such in any form of lawful use, representation, or communication to the public.

Article 174

Representation of artistes

1 - When various artistes participate in the performance, their rights shall, in the absence of agreement, be exercised by the manager of the group.

2 - If there is no manager, or specified representative of the group of artistes:

- a) The stage director shall represent actors;
- b) The conductor, or choir director shall represent the members of the orchestra, or members of the choir;
- c) The oldest singer in the group shall represent musical groups.

Article 175

Unlawful uses

Uses that deform, distort, and disfigure a performance, or which misrepresent its objectives, or negatively affect the artiste's honour or reputation, are unlawful.

Article 176

Duration of related rights

1 - Related rights expire fifty years after:

- a) The representation, or performance, by the performer;
- b) The first fixation, by the producer, of the phonogram, videogram, or film;
- c) The first broadcast by the broadcasting organisation, whether the broadcast is by wire, or wireless, including cable or satellite.

2 - If a fixation of the representation, or performance, by the performer, phonogram, videogram, or protected film, is published, or lawfully communicated to the public, during the period referred to in the preceding paragraph, the copyright protection period shall run from the said facts, and not from the facts referred to in subparagraphs a) and b) of the preceding paragraph.

3 - The term "film" means a cinematographic, or audio-visual, work, and any sequence of moving images, with or without sound.

4 - The provisions of Article 37 shall apply to the entities referred to in subparagraphs a), b) and c) of paragraph 1.

Article 177

Consent of the producer

1 - The direct, indirect, temporary, or permanent reproduction, by any means and in any form, of all or part of phonograms or videograms, the public distribution of copies thereof, and the import and export thereof, is subject to the consent of the producer of the phonogram, or videogram.

2 - The dissemination by any means, public performance, and public availability of phonograms, or videograms, by wire, or wirelessly, in a form accessible by any person at a place and time chosen by that person, is also subject to the consent of the producer of the phonogram or videogram.

3 - When commercially published phonograms, or videograms, or a reproductions thereof, are used in any form of public communication, the user must pay a fair remuneration to the producer and performers, which shall, in the absence of contrary agreement, be divided equally between them.

4 - Producers of phonograms or videograms have a power to monitor analogous to that granted by Article 137.

Article 178

Rights of broadcasting organisations

1 - Broadcasting organisations are entitled to consent to, or prohibit:

- a) Retransmission of their broadcasts by radio waves;
- b) The fixation of their broadcasts on a material support, whether the broadcasts are by wire, or wireless;
- c) The reproduction of the fixation of their broadcasts, when these have not been authorised, or in the case of ephemeral fixation, when the reproduction is intended for objectives other than that for which it was fixed;
- d) The public availability of their broadcasts, by wire, or wirelessly, including by cable or satellite, in a way that is accessible to anyone at the place and at the time of their

choice;

e) Communication to the public of their broadcasts when the said communication is in a public place with paid admission.

2 - The rights provided in this article do not apply to cable distributors that merely retransmit broadcasts of broadcasting organisations.

3 - The persons, whose name are identified, in the usual manner, in a broadcast as the owners of the related rights, are presumed to be the owners thereof.

Article 179

Free use

1- The protection granted under this title does not include:

a) Private use;

b) Excerpts of a performance, phonogram, videogram, or broadcast, provided that the use of the said excerpts is for the purposes of information or criticism, or any other reason that permit the citations, or summaries, referred to in Article 74(3)(g);

c) Use exclusively for scientific or educational purposes;

d) Ephemeral fixing by a broadcasting organisation;

e) Fixations or reproductions by public bodies, or public service concessionaries, because of exceptional documentation interest, or for an archive of recognised historical or cultural interest;

f) Other cases, in which the use of the work is lawful without the author's consent.

2 - The protection granted to the artiste under this chapter does not include performances arising from the performance of a public occupational duty, or under an employment contract.

3 - The limitations and exceptions to which copyright is subject also apply to related rights, to the extent that they are compatible therewith.

Article 180

Protection requirements

1 - Performers are protected provided that one of the following conditions is complied with:

b) The performer is a Timorese national;

b) The performance occurred in Timorese territory;

c) The original performance is fixed or broadcast for the first time, in Timorese territory.

2 - Phonograms and videograms are protected, provided that one of the following conditions is complied with:

- a) The producer is a Timorese national, or has its actual head office in Timorese territory;
- b) The fixing of the sound and images, whether separately, or together, was done lawfully in Timor-Leste;
- c) The phonogram or videogram was published first, or simultaneously, in Timor-Leste, where simultaneous publication is defined as per Article 65(3).

3 - Broadcasts are protected provided that one of the following conditions is complied with:

- a) The actual head office of the organisation is in Timor-Leste;
- b) The broadcast was made from a station located in Timorese territory.

Article 181

Forms of exercise

The provisions regarding the forms of exercise of copyright apply to the forms of exercise of related rights, to the extent applicable.

Article 182

Extent of protection

Performers, producers of phonograms or videograms, and broadcasting organisations, are also protected by the provisions of conventions, treaties, and international agreements transposed into Timorese internal law.

Article 183

Retroactivity

- 1 - The duration of protection and the calculation of the protection period are determined in accordance with Article 176, even if the facts on which the protection is based occurred prior to the coming into force of this Code.
- 2 - Where holders of related rights are entitled, pursuant to a legal provision, to a protection period longer than that provided in this Code, the provisions of this Code shall prevail.

TITLE IV

INFRINGEMENT AND DEFENCE OF COPYRIGHT AND RELATED RIGHTS

Article 184

Usurpation

- 1 - The crime of usurpation is committed when a work, or performance, in any of the forms provided in this Code, is used without the consent of the author, artiste, phonogram, or videogram, producer, or broadcasting organisation.
- 2 - The crime of usurpation is also committed by:
 - a) Illegal dissemination, or publication, of a work that has not yet been disseminated, or

published, by its author, or which is not intended for dissemination, or publication, even if the work is presented as being by the real author, and regardless of whether the offence is committed for financial gain;

c) When published, or unpublished, works are collated, or compiled, without the author's consent;

c) When the limits of consent granted, to use a work, performance by an artiste, a phonogram, videogram, or broadcast, are exceeded, save in the circumstances expressly provided in this Code.

3 - Authors, who, having transferred all, or part, of their rights, or having consented to the use of their work in any of the ways provided in this Code, make direct, or indirect, use thereof, so as to infringe the rights granted to another, are punishable by the imposition of the penalties in Article 188.

Article 185

Counterfeiting

1- Whosoever uses a work, performance by an artiste, phonogram, videogram, or broadcast, which is merely a complete, or partial, reproduction of a third-party work, or performance, whether disseminated, or not, or which is so similar thereto as to lack individuality, as if it is their own work, or performance, commits the crime of counterfeiting.

2 - If the reproduction referred to in the preceding paragraph is only a part, or segment, of the work, or performance, only that part, or segment, is considered to be counterfeit.

3 - It is not an essential feature of the commission of a crime of counterfeiting that the reproduction must be made by the same process and have the same dimensions, or format as the original.

4 - The following do not amount to counterfeiting:

a) Similarity between duly authorised translations, of the same work, or between photographs, drawings, engravings, or other forms of representation, of the same subject, if each work has its own individuality, despite the similarities arising from the common subject;

b) Reproduction by photography, or engraving, effected only for the purposes of documentation of art criticism.

Article 186

Infringement of moral rights

The following acts are punishable by the penalties in Article 188:

a) Plagiarising of a work, or false claiming of authorship of a work or performance;

b) Acts contrary to the authenticity, or integrity, of the work, or performance, which distort it, and are capable of affecting the honour, or reputation of the author, or artist.

Article 187

Use of counterfeit or usurped works

- 1 - Sale, offering for sale, import, export, or any form of distribution to the public, of counterfeit, or usurped works, or unauthorised copies of phonograms, or videograms, whether produced in Timor-Leste, or abroad, is punishable by the imposition of the penalties in Article 188.
- 2 - Negligence is punishable by a fine not exceeding fifty days.

Article 188

Penalties

- 1 - The crimes provided in the preceding articles are punishable by a term of imprisonment not exceeding three years, or a fine of 150 to 250 days, which may be doubled in cases of reoffending, if the act that amounts to the offence does not amount to a crime punishable by a greater penalty.
- 2 - The crimes in this title are punishable by a fine of 50 to 150 days, when committed negligently.
- 3 - Sentences cannot be suspended in cases of reoffending.

Article 189

Criminal proceedings

- 1 - Criminal proceedings regarding the crimes provided in this Code do not depend on complaint by the victim, except when the offence solely concerns the infringement of moral rights.
- 2 - In the case of works in the public domain, the complaint must be made by the state body with ultimate responsibility for copyright.

Article 190

Seizure and forfeiture of property related to the commission of crime

- 1 - Usurped or counterfeit works, or copies thereof, whatever the nature of the work, or the type of infringement, shall always be seized, together with the material packaging, machinery, or other equipment and documents that are suspected of having been used, or to have been intended for use, in the commission of the offence.
- 2 - The police and administrative authorities have the power of seizure, when the offender is caught in the act.
- 3 - The decision on the merits of the case must declare that the property used directly, or intended to be used directly, in the commission of a crime, or which is created by the crime, to be forfeit to the state, and any copies thereof, shall be destroyed, without any entitlement to compensation.
- 4 - The court may, having considered the nature and quality of the assets declared forfeit to the state, award them to public or private not-for-profit bodies, subject to the victim's express consent.
- 5 - The court may also impose a measure on the offender, or on intermediaries whose services are used by the offender, which is intended to prevent the continued commission of the offence, and ban them from certain activities, or occupations, or from

participation in fairs or markets, or order the temporary, or permanent, closure of the establishment.

6 - Court decisions that order termination of an unlawful activity, may provide for the imposition of a monetary penalty to compel compliance therewith.

Article 191

Special provisions regarding the infringement of moral rights.

1 - If only authorship of the work is claimed, the court may, on application by the author, order delivery, to the author, of the copies seized, instead of ordering the destruction thereof, provided that it is possible to ensure, or guarantee, the said authorship, via the addition, or replacement of information regarding the same.

2 - If the author claims that the work is intact, the court may, instead of ordering the destruction of the copies distorted, mutilated, or altered by another means, order them to be delivered to the author, on the author's application, if it is possible to reinstate the said copies to their original form.

Article 192

Civil liability

Civil liability arising from infringement of the rights provided in this Code is independent of criminal proceedings regarding the said infringement, but may, however, be decided in the criminal proceedings.

Article 193

Administrative law offences

1 - Failure, by importers, manufacturers, copiers, and sellers of material supports for works, to report the quantities imported, pressed, copied, manufactured, or sold, contrary to Article 137, is an administrative law offence punishable by an administrative law fine of USD 249.40 to USD 2,493.99.

2 - Failure to comply with the provisions of Articles 94, 109(4), 120(2), 128, 136, 148, 154(3) and 165, and failure to state the artiste's name, or pseudonym, contrary to Article 173(1) is an administrative law offence punishable by an administrative law fine of USD 99.79 to USD 997.60.

3 - Negligence is punishable.

4 - The publication of the judgment may be ordered, when the provisions of Article 206 shall apply, with the necessary adaptations.

Article 194

Power to prosecute administrative law offences and impose administrative law fines

The state body with ultimate responsibility for copyright has the power to prosecute administrative law offences, and the inspector-general of that body has the power to impose administrative law fines.

Article 195

Effect of appeals

Appeals against decisions that impose administrative law fines of less than USD 400.00, do not have suspensive effect.

Article 196

Application of proceeds of administrative law fines

The proceeds of administrative law fines imposed for administrative law offences, shall revert to the state.

Article 197

Precautionary administrative measures

Without prejudice to the precautionary measures provided in procedural law, the author may apply to the police and administrative authorities of the place where the author's right is being infringed, for the immediate suspension of the representation, recitation, performance, or any other form of exhibition, of a protected work, which is taking place without the necessary consent, and may also apply for the seizure of all proceeds thereof.

Article 198

Unlawful identification

The unlawful use of a literary or artistic name, or any other form of identification of the author, entitles the interested party to claim damages for loss and damage, in addition to an order terminating the said use.

Article 199

Obligation to provide information

1 - Owners of copyright, or related rights, or their authorised representatives, may apply for the provision of detailed information regarding the origin, and distribution networks of the goods, or services, involved in the infringement of copyright, or related rights, i.e.:

- a) The names and addresses of the producers, manufacturers, distributors, suppliers and other previous possessors of these goods, or services, and the names and addresses of the final wholesalers and retailers;
- b) Information regarding the quantities produced, manufactured, delivered, received, or ordered, as well as the price received for the goods, or services.

2 - The alleged offender, or any of the following persons, may be ordered to provide the information referred to in this article:

- a) Persons found in possession of the goods, or using or providing the services, on a commercial scale, who are suspected of infringing copyright, or related rights;
- b) Persons indicated by the person referred to in the preceding subparagraph, as having participated in the production, manufacture, or distribution of the goods, or in the

provision of services, who are suspected of infringing copyright, or related rights.

3 - The provisions of this article are without prejudice to the application of other legislative, or reglementary provisions, which:

- a) Entitle the applicant to more extensive information;
- b) Govern the use thereof in civil or criminal proceedings;
- c) Govern liability for abuse of the right to information;
- d) Grant the right not to make statements that may require any of the persons referred to in paragraph 2 to incriminate themselves, or their near relatives;
- e) Grant the right to claim professional secrecy, the protection of the confidentiality of information sources, or the legal provisions governing the protection of personal data.

Article 200

Precautionary measures

1 - Whenever there is infringement, or good reason to fear that someone will cause serious harm, which is difficult to remedy, to copyright, or related rights, the court may, on application by the applicant, order precautionary measures that:

- a) Prohibit any imminent infringement; or
- b) Prohibit the continuation of the infringement.

2 - The court requires the applicant to provide proof that the applicant is a copyright owner, or related rights owner, or is authorised to use them, and that an infringement is occurring, or imminent.

3 - The measures referred to in subparagraph 1 may also be granted against any intermediary, whose services are being used by third parties to infringe copyright, or related rights, contrary to Article 221.

4 - The court may impose a monetary penalty to ensure compliance with the measures in paragraph 1, either on its own motion, or on application by the applicant.

5 - The measures referred to in paragraph 1 may be replaced by a bond within 10 days, whenever, having heard the applicant, a bond is considered sufficient to guarantee the payment of damages to the copyright owner, or related rights owner.

6 - When the court imposes the precautionary measures provided in this article, it must take the nature of the copyright, or related rights, into consideration, and safeguard the ability of the copyright, or related rights, owner, to continue to exploit its rights, without any restriction.

Article 201

Arrest

1 - In the event of an actual, or imminent, infringement on a commercial scale, and whenever the interested party proves the existence of circumstances likely to compromise receipt of damages for loss and damage, the court may order the seizure of the movable and immovable assets of the alleged infringer, including the balances of the

infringer's bank accounts, and the judge may order the communication of, or access to banking, or commercial information, regarding the offender.

2 - Whenever there is an actual or imminent, infringement of copyright, or related rights, the court may, on application by the interested party, order the seizure of the assets that are suspected to infringe the said rights, and the equipment that is essentially used to commit the offence.

3 - The court shall, for the purposes of the provisions of the preceding paragraphs, require the applicant to provide all evidence reasonably available, to prove that the applicant is the copyright, or related rights, owner, or that the applicant is authorised to use the same, and that an infringement is imminent.

Article 202

Ancillary penalties

1 - Without prejudice to the fixing of damages for loss and damage, the court decision on the merits of the case must, on application by the victim, and at the offender's expense, order measures regarding the disposal of the property confirmed to infringe the copyright, or related rights.

2 - The measures referred to in the preceding paragraph must be appropriate, necessary, and proportionate to the seriousness of the infringement, and may include the destruction, removal, or permanent exclusion from the channels of commerce, without any award of compensation to the offender.

Article 203

Preventive measures

1 - The court decision on the merits of the case may also impose a measure on the offender, to prevent the continued commission of the offence.

2 - The measures referred to in the preceding paragraph may include:

- a) A temporary ban from certain activities or occupations;
- b) Removal of the right to participate in the fair, or markets;
- c) Temporary, or permanent, closure of the establishment.

3 - The court may impose a monetary penalty to ensure compliance with the measures in this article, either on its own motion, or on application by the applicant.

4 - The provisions of this article apply to any intermediary, whose services are being used by third parties to infringe copyright, or related rights, contrary to the provisions of Article 221.

Article 204

Commercial scale

1 - For the purposes of this Code, acts practiced on a commercial scale are all acts that infringe copyright, or related rights, with intent to obtain a direct, or indirect, financial, or commercial benefit.

2 - Acts committed by end consumers acting in good faith are excluded from the

definition in the preceding paragraph.

Article 205

Damages

- 1 - Any person that intentionally, or negligently, unlawfully infringes the copyright, or related rights, of another, is required to indemnify the injured party, for the loss and damage arising from the infringement.
- 2 - When the court determines the amount of damages for material and non-material loss and damage, it must take into consideration the profit obtained by the offender, the loss of profits and consequential damage incurred by the victim, and the expense incurred by the victim in order to defend the copyright, or related rights, and regarding the investigation and termination of the infringement of the victim's right.
- 3 - The amount of revenue arising from the offender's unlawful conduct, i.e. from the unlawful show, or shows, held, must be taken into consideration by the court in the calculation of the damages awarded to the victim.
- 4 - The court must also take into consideration the non-material damage caused by the conduct of the offender, the circumstances of the offence, the seriousness of the harm suffered, and the extent of the unlawful dissemination of the work, or performance.
- 5 - If it is not possible to establish the amount of the harm actually incurred by the victim, in accordance with the preceding paragraphs, the court may, alternatively, fix a lump sum based on equitable considerations, which shall, at least, be based on the remuneration that would have been earned if the offender had requested consent to use the rights in question, and the expense incurred by the victim regarding the protection of the copyright, or related rights, and the investigation and termination of the conduct that infringed its right.
- 6 - When the conduct of the offender in relation to the victim, is repeated, or particularly egregious, the court may determine the damages due to the victim by combining some, or all, of the criteria in paragraphs 2 to 5.

Article 206

Publicity of court decisions

- 1 - The court may, at the request of the victim and at the expense of the offender, order the publication of the final decision.
- 2 - The publication referred to in the preceding paragraph may be made via dissemination in any appropriate media outlets.
- 3 - The publicity shall take the form of a summary, which contains excerpts from the decision, the verdict, the sentence, and the parties' identities.

Article 207

Subsidiary law

- 1 - The other measures and procedures provided in the law, i.e. in the Civil Procedure Code, shall apply to the extent that no specific provision is made in this title.
- 2 - The provisions of this title are without prejudice to possible recourse by the

copyright, or related rights, owner, to the procedures and actions provided in the Civil Procedure Code.

TITLE V REGISTRATION

Article 208

General rule

The copyright and the rights derived from it are acquired independently of registration, without prejudice to the provisions of the following article.

Article 209

Constitutive registration

The effectiveness of legal protection is subject to the registration of:

- a) The title of unpublished works pursuant to Article 4(3);
- b) The names of newspapers and other periodicals.

Article 210

Subject matter of registration

1 - The following are subject to registration:

- a) Facts that involve the creation, transmission, encumbering, disposal, alteration, or extinction of copyright;
- b) Literary, or artistic names;
- c) The title of unpublished works;
- d) The attachment and arrest of copyright;
- e) Powers of representation under Article 73.

2 - The following are also subject to registration:

- a) Actions, the main, or ancillary, objective of which is the creation, recognition, alteration, or extinction of copyright;
- b) Actions, the main or ancillary objective of which is the alteration, declaration of nullity, annulment, or cancellation, of a registration;
- c) The corresponding decisions, once they are final.

Article 211

Literary or artistic name

1 - Literary or artistic names can only be registered, for the benefit of the original creator of the work.

2 - The registration of literary or artistic names has no effect other than the mere publication of the use thereof.

TITLE VI

PROTECTION OF TECHNOLOGICAL MEASURES AND INFORMATION FOR THE ELECTRONIC MANAGEMENT OF RIGHTS

Article 212

Protection of technological measures

- 1 - This Code affords legal protection to copyright, and related rights, owners against the inactivation of any effective technological measure.
- 2 - For the purpose of the preceding paragraph, “technological measures” means all techniques, devices, or components, which are intended, in the course of the normal operation thereof, to prevent or restrict acts regarding protected works, performances, and productions, which are not authorised by the owner of the intellectual property rights.
- 3 - Technological measures are considered to be “effective” when the use of the protected work, performance, or production, is controlled by rights owners via the application of an access control, or protection, process, such as the codification, encryption, or other transformation of the protected work, performance, or production, or a copy control mechanism, which ensures the achievement of the desired protection.
- 4 - The application of technological access control measures is defined voluntarily and optionally by the owner of the reproduction rights regarding the work, when this is expressly authorised by the intellectual creator of the work.

Article 213

Criminal law jurisdiction

- 1 - The inactivation of any effective technological measure, by a person, who knows, or has good reason to believe, that they are not authorised to do so, is punishable by a term of imprisonment not exceeding 1 year, or by the imposition of a fine not exceeding 100 days.
- 2 - Attempt is punishable by a fine not exceeding 25 days.

Article 214

Preparatory acts

- 1 - The unauthorised manufacture, import, distribution, sale, rental, publicising for sale or rental, or possession for commercial purposes, of devices, products, or components, or the provision of services that:
 - a) Are promoted, publicised, or marketed to inactivate the protection provided by an effective technological measure of the process; or
 - b) Have limited commercial purpose, or use, other than the inactivation of the protection provided by an effective technological measure; or
 - c) Are essentially conceived, produced, adapted, or executed, in order to permit, or facilitate, the inactivation of the protection provided by effective technological measures.
- Is punishable by a term of imprisonment not exceeding 6 months, or a fine not exceeding 20 days.

Article 215

Extension of agreements

Effective technological measures arising from agreements, decisions of authorities, or voluntary application thereof by copyright, and related rights, owners, that are intended to permit free use by beneficiaries, in accordance with this Code, are entitled to the legal protection provided in the preceding articles.

Article 216

Limitation of the protection provided by technological measures

- 1 - Effective technological measures must not be an obstacle to the normal exercise, by the beneficiaries, of the free use provided by law, in their direct interest.
- 2 - The provisions of the preceding paragraph do not prevent rights owners from applying effective technological measures to limit the number of authorised reproductions for private use.

Article 217

Information for the electronic management of rights

- 1 - Save with regard to computer programs, copyright and related rights owners are legally protected against infringement of their intellectual property rights regarding information for the electronic management of the said rights, in accordance with this Code.
- 2 - For the purposes of the preceding paragraph, “information for the electronic management of the said rights”, means all information provided by the rights owners, which identifies the protected work, performance, and production, information regarding the conditions of use thereof, and any numbers, or codes, which represent the said information.
- 3 - Legal protection is afforded to all information for the electronic management of the rights regarding the original, or copies of the protected works, performances, and productions, and also in the context of any communication to the public.

Article 218

Criminal law jurisdiction

- 1 - Intentional commission of any of the following acts, by an unauthorised person, who knows, or has good reason to know, that they are unauthorised:
 - a) Deletion, or alteration of any information for the electronic management of rights;
 - b) Distribution, import for distribution, broadcasting, communication, or the making publicly available, of protected works, performances, or productions, when the information for the electronic management of rights has been deleted or altered, without consent, knowing that any of the said circumstances is causing, permitting, facilitating, or concealing the infringement of intellectual property rights;Is punishable by a term of imprisonment not exceeding 1 year, or a fine not exceeding 100 days.
- 2 - Attempt is punishable by a fine not exceeding 25 days.

Article 219

Seizure and forfeiture of property

1 - The following ancillary penalties may be imposed in relation to the crimes provided in this title:

- a) Forfeiture of equipment used in the commission of the crimes, including the unlawful profit obtained;
- b) The rendering unusable, or destruction, when necessary, of equipment, devices, products and services, whose only purpose is the facilitation of unauthorised deletion, or inactivation, of effective technological measures, or which permit the unauthorised deletion, or alteration, of information for the electronic management of rights.

2 - The disposal of property seized is decided in the final judgment.

Article 220

Civil liability

Civil liability arising from infringement of the rights provided in the preceding articles, is independent of the criminal proceedings regarding the same, but may however be decided in the criminal proceedings.

Article 221

Precautionary measures

1 - Rights owners may, in the event of infringement of their rights, or when there is good reason to believe that infringement thereof is imminent, apply to the court for the precautionary measures provided in the general law, which are necessary, in the circumstances, in order to ensure the urgent protection of the right.

2 - The provisions of the preceding paragraph apply to circumstances in which intermediaries, to whom a third party has recourse in order to infringe a copyright, or related rights, may be subject to the precautionary measures provided in the general law, without prejudice to the right of the rights owners to give direct prior cease and desist notice to the intermediaries regarding the unlawful acts.

Article 222

Jurisdiction under other legal provisions

The jurisdiction under this Code is without prejudice to jurisdiction under other rules regarding patents, registered brands, utility models, semi-conductor product topographies, typefaces, restricted access, cable access to broadcasting services, protection of national heritage assets, legal deposit, legislation regarding agreements, decisions or concerted practices between companies and unfair competition, commercial secrecy, security, confidentiality, protection of personal data and privacy, access to public documents and the law of contract.

TITLE VII

FINAL PROVISIONS

Article 223

Disputes

The resolution any dispute that does not involve inalienable rights, which arise in the context of the application of the provisions of this Code, may be referred to arbitration, by the parties, in accordance with the general law.

Article 224

Commencement

This law shall come into force on the day following the date on which it is published.

Passed on

The President of the National Parliament,

Promulgated on

To be published.

The President of the Republic,