



Law No 14 /2022
COPYRIGHT AND RELATED RIGHTS CODE

The Constitution of the Republic enshrines the guarantee and protection of the creation, production and commercialisation of literary, scientific and artistic work, including the legal protection of copyright.

This Code aims to fulfil a constitutional obligation and to implement rules that conform the national legal system to international standards that safeguard this type of rights. The regulation of the authorised use of a work is also an imperative of international citizenship.

In this framework, the protection of copyright and related rights is essential for the integration of Timor-Leste as a full member of the global markets in the trade of articles and works whose value clearly derives from the work of creation and innovation.

The Copyright and Neighboring Rights Code aims not only at the protection of copyright, but also at the management of those rights and the contractual relationships between the author and the most varied industry players in the exercise of related rights in the different specialties of expression and translation of knowledge, culture and art, in the written, performed, audiovisual, plastic and radio forms.

The Code provides authors and distributors with adequate tools to combat prohibited and sanctioned practices.

National creators will benefit from a regulatory basis that is essential for the dignification and sustainability of their professional activity, enshrining the recognition of their valuable contribution to national identity and culture.

The National Parliament decrees, under the terms of Article 95(1) of the Constitution of the Republic, to be valid as law, the following:

TITLE I
GENERAL PROVISIONS

CHAPTER I
OBJECT

Article 1
Object

The object of the present law is the protection of literary, artistic and scientific works and the rights of the respective authors, artists, producers of phonograms and videograms and broadcasting organizations, and aims at stimulating the creation and production of intellectual work in the area of literature, art and science.

Article 2

Recognition of authorship

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

Article 3

Media of the work

1. The copyright over the work as an intangible thing is independent of the property right over the material things that serve as support for its fixation or communication.
2. The manufacturer and the purchaser of the material supports referred to in the preceding paragraph do not enjoy any powers comprised in copyright.
3. The copyright may not be acquired through *usucapião*.

Article 4

Content of the copyright

1. Copyright covers rights of a patrimonial nature and rights of a personal nature, the latter termed moral rights.
2. In the exercise of economic rights, the author has the exclusive right to dispose of his work and to enjoy and use it, or to authorise its enjoyment or use by a third party, totally or partially.
3. Independently of patrimonial rights, and even after their transmission or extinction, the author shall enjoy moral rights over his work under the terms of this Code.

CHAPTER II

DEFINITIONS

Article 5

Definitions

1. Intellectual creations in the literary, scientific and artistic domain, by any means exteriorised and, as such, protected under the terms of this Code, are deemed to be works.
2. Ideas, processes, systems, operational methods, concepts, principles or discoveries are not, by themselves and as such, protected under the terms of this Code.

3. For the purposes of this Code, the work is independent of its dissemination, publication, use or exploitation.
4. For the purposes of this law, the following definitions shall apply:
 - a) "Performers" means actors, singers, musicians, dancers and other persons who act, sing, display, perform, recite, play, interpret or otherwise express literary or artistic works or folkloric expressions
 - b) "Public lending" means the act of making available for use by the public, for a limited period of time and without direct or indirect economic or commercial advantage, the original or copies of the work, when made through establishments accessible to the public, with the exception of interlibrary loans, face-to-face consultation of documents in the establishment and transmission of works over a network
 - c) "Copies" means media on which sound, images or both are reproduced separately or together
 - d) 'Related rights' means the rights of performers, producers of phonograms and videograms and broadcasting organisations
 - e) "Film" means an audiovisual work and any sequence of moving images, whether or not accompanied by sound;
 - f) "Fixation" means the embodiment of works or sounds or representations thereof by means of a sufficiently permanent or stable medium from which they can be perceived, reproduced or communicated through a device for a period of time that is not merely transient
 - g) "Phonogram" means a fixation of the sounds of a performance or of other sounds or of a representation of sounds, other than in the form of a fixation incorporated in an audiovisual work
 - h) "Information for the electronic management of rights" means all information provided by rightholders which identifies the protected work, performance and production, information on the conditions of use of such works, as well as any numbers or codes that represent such information
 - i) "Technological measures" means any technique, device or component that in the normal course of its operation is intended to prevent or restrict unauthorized acts in relation to works or other subject matter protected under this Law
 - j) "Audiovisual work" means a work consisting of the recording of sounds, images or sounds and images in a support which is sufficiently stable and durable to permit its perception, reproduction or communication in a non-ephemeral manner, namely cinematographic work

- k) "Collective work" means a work that is organized on the initiative and under the responsibility of a natural or collective entity and published under its name
- l) "Work made in collaboration", that which is created by a plurality of persons and disseminated or published in the name of the collaborators or of any of them, whether or not individual contributions may be discriminated
- m) "Broadcasting organization" means an entity that makes broadcasts of sound or visual broadcasting, where broadcasting is understood as the diffusion of sounds and/or images, or their representation, separately or jointly, whether by wire or not, namely by radio waves, optical fiber, cable or satellite, and intended for reception by the public;
- n) "Producer" means the natural or legal person who organises the fixation for the first time of sounds from a performance or of any other sounds or images from whatever source, whether or not accompanied by sounds, or who arranges the making of the audiovisual work, providing the necessary facilities and assuming the technical and financial responsibilities for it;
- o) "Computer program" means a set of statements or instructions to be used directly or indirectly in a computer, in order to achieve a specific result;
- p) "Promoter" means a natural or legal person who promotes or organizes the performance or recitation of a literary, musical or literary-musical work in public hearing;
- q) "Publication" means, in relation to a work, the making available to the public of the work with the author's consent, irrespective of the means of production of copies, where the making available of such copies is designed to meet the reasonable requirements of the public, considering the nature of the work. Publication of a work does not include the performance of a dramatic, dramatic-musical, audiovisual or musical work, the public recitation of a literary work, the communication by wire or broadcast of literary or artistic works, the exhibition of a work of art, or the construction of a work of architecture. In relation to a fixed performance or a phonogram, publication means the offering to the public of copies of the fixed performance or phonogram with the consent of the rightholder, provided that the copies are offered to the public in reasonable quantity;
- r) 'Recitation' means the recitation, reading, narration, acting or equivalent activity in reference to a literary work before an audience;
- s) 'Reproduction' means the making of copies of a work or phonogram, either in whole or in part, directly or indirectly, temporarily or permanently, in any material form and by any means;

- t) "Videogram" means the recording resulting from the fixation, on a support, of images, whether or not accompanied by sound, as well as the copying of audiovisual works;
- u) "Infringement on a commercial scale" means any infringement of a copyright or related right for direct or indirect economic or commercial advantage, excluding acts carried out by end consumers acting in good faith.

CHAPTER III SCOPE

Article 6 Competence of the national legal order

1. The provisions of the present law concerning copyright shall apply to:
 - a) Any published or unpublished work by an author who, at the time of the making of the work, was a national or habitual resident of Timor-Leste;
 - b) Any work published for the first time in Timor-Leste, irrespective of the nationality or residence of the author of the work;
 - c) Any audiovisual work whose director has his or her seat or habitual residence in Timor-Leste
 - d) Any architectural work built in national territory, or any other artistic work incorporated in a building or other structure located in national territory;
 - e) Other works by foreign authors, on the basis of reciprocity.
2. The protection provided for in paragraphs a) to d) of the preceding subsection shall be extended to nationals or residents of countries with which Timor-Leste has entered into an international intellectual property convention.

Article 7 Country of origin of a published work

1. A published work has as its country of origin the country of first publication.
2. If the work has been published simultaneously in several countries that grant different duration of copyright, the country of origin shall be considered, in the absence of an applicable international treaty or agreement, to be the one granting a shorter duration of protection.
3. A work published simultaneously in several countries is considered to be published simultaneously in two or more countries within 30 days of the first publication.

Article 8
Country of origin of an unpublished work

1. For unpublished works, the country of origin is considered to be the one of which the author is a national and, in the case of dual nationality, the one he/she first acquired.
2. However, in the case of works of architecture and of the graphic and plastic arts which are incorporated in a building, the country of origin shall be the country in which the works are built or incorporated in a building.

Article 9
Requirements for the protection of related rights

1. The artist is protected provided that he or she:
 - a) He or she is a Timorese national;
 - b) The performance takes place in the national territory
 - c) The original performance is fixed or broadcast for the first time on national territory.
2. Phonograms and videograms are protected provided that one of the following conditions is met:
 - a) The producer is of Timorese nationality or has its effective headquarters in national territory;
 - b) The fixation of the sounds and images, separately or cumulatively, has been licitly done in Timor-Leste;
 - c) The phonogram or videogram has been published for the first time or simultaneously in Timor-Leste, understood as simultaneously the publication defined in number 3 of article 7.
3. Broadcasts shall be protected provided that one of the following conditions is met:
 - a) The effective headquarters of the body is located in the national territory;
 - b) The broadcast was transmitted from a station on national territory.
4. Artists, producers of phonograms or videograms and broadcasting organisations protected under the provisions of international conventions, treaties and agreements on intellectual property received into the national legal order shall also benefit from protection.

TITLE II
COPYRIGHT

CHAPTER I
WORKS

Article 10
Works

1. Intellectual creations in the literary, scientific and artistic domain, whatever their genre, form of expression, merit, mode of communication and purpose, include:

- a) Books, pamphlets, magazines, newspapers and other writings;
 - b) Conferences, lessons, speeches and sermons;
 - c) Dramatic and dramatic-musical works;
 - d) Choreographic works and pantomimes;
 - e) Musical compositions, with or without words;
 - f) Audiovisual works;
 - g) Works of drawing, tapestry, basketry, painting, sculpture, ceramics, tiles, engraving, lithography, photogravure, wood engraving and architecture;
 - h) Photographic works or produced by any processes analogous to photography;
 - i) Works of applied arts, industrial designs or models and design works that constitute artistic creation, irrespective of protection regarding industrial property
 - j) Illustrations, geographical maps, projects, sketches and plastic works concerning architecture, urbanism, geography or other sciences;
 - k) Computer programs, in source and object code;
 - l) Compilations and databases which, by the selection or arrangement of their contents, constitute intellectual creations.
2. Successive editions of a work, even if corrected, augmented, recast or with a change of title or format, are not works distinct from the original work, nor are reproductions of a work of art, albeit of different dimensions.

Article 11

Derivative works

1. Original creations made from one or more pre-existent works constitute derivative works, namely:
- a) translations, arrangements, instrumentations, dramatisations, cinematisations and other transformations of any work, even if the work is not subject to protection;
 - b) The summaries and compilations of protected or nonprotected works, such as selections, encyclopedias and anthologies which, by the choice or arrangement of the subject-matters, constitute intellectual creations
 - c) b) The summaries and compilations of protected or nonprotected works, such as selections, encyclopedias and anthologies which, by the choice or arrangement of the subject-matters, constitute intellectual creations
 - d) The systematic compilations or annotations of texts of conventions, laws, regulations and reports or administrative or judicial decisions or of any organs or authorities of the State or Administration.
2. The protection granted to these works is without prejudice to the rights recognised to the authors of the corresponding basic work.
3. The production and exploitation of derivative works using protected works as a basis shall be subject to the provisions of Article 112.

Article 12
Title of the work

1. The protection of the work extends to the title provided that it is original and cannot be confused with the title of any other work of the same kind by another author previously disclosed or published.
2. It is considered that these requirements are not met:
 - a) Titles consisting of generic, necessary or usual designation of the subject or object of works of a certain genre;
 - b) Titles exclusively composed by names of historical, historical-dramatic or literary and mythological characters or by names of living personalities.

Article 13
Title of a newspaper or any other periodical

1. The title of a newspaper, magazine or any other periodical publication shall be protected for as long as it is published regularly, provided that it is duly registered with the entity competent for the registration of any organ and means of media.
2. The use of the said title by a similar publication shall only be possible one year after the extinction of the right of publication, announced by any means or after three years have elapsed since the interruption of the publication.

Article 14
Computer program

1. The protection granted to a computer program falls upon its expression, in the form of source code or object code.
2. The protection referred to in the preceding paragraph does not affect the freedom of ideas and principles that underlie any element of the programme or its interoperability, such as the logic, the interfaces, the algorithms or the programming language.

Article 15
Exclusion of protection

1. The following shall not be the object of protection:
 - a) News of the day and reports of miscellaneous events having the character of mere information disseminated in any way;
 - b) The requests, allegations, complaints and other texts presented in writing or orally before public authorities or services

- c) Proposed texts and speeches delivered before assemblies or other collegial, political and administrative bodies, of national, regional or local scope, or in public debates on matters of common interest
 - d) Political speeches
 - e) Judicial decisions and legislative and regulatory texts.
2. Speeches, oratorical pieces and other texts referred to in subparagraphs (b), (c) and (d) of paragraph 1 may only be reproduced in full, in separate, in collections or in other joint use, by the author or with his or her consent.
 3. The use by third parties of the aforesaid paragraph 1, when free, shall be limited to what is required by the purpose to be achieved with its disclosure.

Article 16

Compilations and annotations of official texts

1. The compiled or annotated texts referred to in Article 11(1)(c) and their official translations shall not benefit from protection.
2. If the texts referred to in the previous paragraph incorporate protected works, these may be introduced without the author's consent and without this conferring any right within the scope of the public service activity in question.

CHAPTER II

AUTHORSHIP AND OWNERSHIP

Section I

Authorship

Article 17

Authorship of the work

1. Except if otherwise provided, the author is the intellectual creator of the work.
2. The author is presumed to be the one whose name has been indicated as such in the work, according to common usage, or announced in any form of use or communication to the public.
3. Except where otherwise provided, the reference to the author covers the successor and the assignee of the respective rights.

Article 18
Protection of the name

1. The author may identify himself by his own full or abridged name, his initials, a pseudonym or any conventional sign.
2. The use of a literary, artistic or scientific name that may be confused with another name previously used in a published or broadcasted work, even if of a different kind, is not allowed, nor with the name of a famous personage in the history of letters, arts or sciences.
3. If the author is related or akin to another previously known by an identical name, the distinction may be made by adding to the civil name an addition indicating the kinship or affinity.
4. No one may use in his own work the name of another author, even with the authorisation of the latter.
5. Anyone harmed by the use of a name in violation of the provisions of the preceding paragraphs may request the appropriate judicial measures to avoid confusion of the public as to the true author, including the termination of such use.
6. The illegitimate use of the literary or artistic name or of any other form of identification of the author confers the interested party the right to request, besides the termination of such use, compensation for damages.

Article 19
Work of anonymous author

1. Anyone who disseminates or publishes a work with the author's consent, under a name that does not reveal the author's identity or anonymously, is considered the author's representative and is responsible for defending the respective rights before third parties, unless the author expresses otherwise.
2. The author may at any time reveal his identity and authorship of the work, and from that moment the powers of representation referred to in the previous number cease.

Section II
Ownership

Article 20
Ownership

The copyright belongs to the intellectual creator of the work, except if there is an express provision to the contrary.

Article 21
Determination of ownership in exceptional cases

1. Unless otherwise agreed in writing, anyone who subsidises or finances in any way, totally or partially, the preparation, completion, disclosure or publication of a work does not acquire by that fact any of the powers included in copyright.
2. Ownership of copyright over a commissioned work or work made on behalf of another person, whether in fulfillment of functional duty or of an employment contract, is determined in accordance with what has been agreed in writing.
3. In the absence of agreement, the intellectual creator of a copyright in respect of a work made on behalf of third parties shall be presumed to hold the copyright.
4. The circumstance that the name of the creator of the work is not mentioned therein or does not appear in the place intended for that purpose according to universal usage constitutes a presumption that the copyright belongs to the entity on whose behalf the work is made.
5. Even when the ownership of the property content of the copyright belongs to the entity for whom the work is made, its intellectual creator may demand, in addition to the adjusted remuneration and irrespective of the very fact of disclosure or publication, a special remuneration:
 - a. When the intellectual creation clearly exceeds the performance, even if zealous, of the function or task entrusted to him;
 - b. When uses are made of the work or advantages are derived from it that were not included or foreseen in the determination of the adjusted remuneration.

Article 22
Limits on use of commissioned or subsidised work

1. In the cases provided for in the previous article, when the copyright belongs to the intellectual creator, the work may be used by the financier, commissioner or employer, but only for the purposes intended by the parties.
2. The faculty of introducing modifications to the work depends on the express agreement of its creator and may only be exercised under the terms agreed upon.
3. The intellectual creator may not use the work in such a way as to prejudice the achievement of the purposes for which it was produced.

Article 23
Individual rights of authors of collaborative works

1. The copyright of a work made in collaboration belongs, as a whole, to all those who have collaborated in it.
2. Unless otherwise stipulated, which must be put in writing, the undivided shares of the authors in the collaborative work are considered to be of equal value.
3. If a collaborative work is disclosed or published only in the name of one or some of the collaborators, it is presumed, in the absence of explicit designation of the others anywhere in the work, that those not designated have assigned their rights to the one or those in whose name the disclosure or publication is made.
4. Those who have merely assisted the author in the production and dissemination or publication of the work, by any means whatsoever, are not considered to be collaborators and do not therefore participate in the copyright of the work.
5. Any of the authors can request the disclosure, the publication, the exploitation or the modification of the work done in collaboration, being, in case of divergence, the question resolved according to the rules of good faith.
6. Any author may, without prejudice to the joint exploitation of a collaborative work, exercise individually the rights relating to his personal contribution when this can be discriminated against.

Article 24
Collective work

1. The copyright over a collective work is attributed to the natural or collective entity that organised and directed its creation and on whose behalf it was disclosed or published.
2. If, however, within the collective work as a whole it is possible to discriminate the personal production of one or more collaborators, the provisions on the rights over such personal production shall apply as regards the work made in collaboration.
3. Newspapers and other periodic publications are presumed to be collective works and the copyright over them belongs to the respective companies.

Article 25
Audio-visual work

1. The following are deemed to be co-authors of an audio-visual work:
 - a) the director;
 - b) The author of the script, of the dialogues, if different, and of the musical band.

2. When it is an adaptation of a work not expressly composed for the cinema, the authors of the adaptation and of the dialogues shall also be considered to be co-authors.

Article 26 **Photographic work**

1. If the photograph is made in performance of an employment contract or by order, the copyright shall be presumed to belong to the employer or the person who made the order.
2. Whoever uses the photographic reproduction for commercial purposes shall pay the author equitable remuneration.
3. Unless otherwise agreed upon, a photograph of a person, when such photograph is made on commission, may be published, reproduced or ordered to be reproduced by the person photographed or by his heirs or assigns without the consent of the photographer who made it.
4. If the name of the photographer appears on the original photograph, it shall also be indicated on reproductions.

Article 27 **Phonographic or videographic work**

The authors of a phonographic or videographic work are considered to be the authors of the text or the fixed music and, in the latter case, also the director.

Article 28 **Works of architecture, urbanism and design**

The authors of a work of architecture, urbanism or design are considered to be the creators of its global conception and respective project.

Article 30 **Computer programs**

1. A computer program made within the scope of an undertaking shall be presumed to be a collective work.
2. Where a computer program is created by a person on behalf of another person in the execution of his duties or following the instructions given by his employer, or on commission, the recipient of the program shall own the rights to it, unless otherwise stipulated or unless the purposes of the contract require otherwise.
3. Article 22(2) shall not apply to computer programs.

Article 31
Newspapers and other periodic publications

1. The copyright on a work published, even if unsigned, in a newspaper or periodical belongs to the respective author and only he or she may make or authorise reproduction in a separate or similar publication, unless there is a written agreement to the contrary.
2. Without prejudice to the provisions of the preceding paragraph, the owner or publisher of the publication may reproduce the numbers in which the contributions referred to were published.
3. The copyright on journalistic work produced in fulfilment of an employment contract that includes identification of authorship, by signature or otherwise, belongs to the respective author.
4. Unless authorised by the company that owns the newspaper or similar publication, the author may not publish the work referred to in the preceding paragraph separately before six months have elapsed from the date on which the publication in which it was inserted was put into circulation.
5. In the case of works published in series, the period referred to in the previous number begins on the date of distribution of the number of the publication in which the last work of the series was inserted.
6. If the works referred to are not signed or do not contain the identification of the author, the copyright over them shall be attributed to the company to which the newspaper or publication in which they were inserted belongs, and they may only be published separately by those who wrote them.

CHAPTER III
CONTENTS

Section I
Moral rights

Article 32
Content

1. Independently of the rights of patrimonial character and even if he has alienated or burdened them, the author will enjoy, during all his life, the right of claiming the authorship of the work and of assuring its genuineness and integrity, opposing its destruction, any mutilation, deformation or other modification of it and, in general, any act that distorts it and may affect the author's honour and reputation.
2. Moral rights are inalienable, unrenounceable and imprescriptible, being perpetuated after the death of the author, under the terms of the following article.

Article 33
Exercise

1. After the author's death, as long as the work does not fall into the public domain, the exercise of moral rights belongs to his successors.
2. The protection of the integrity and completeness of the work in the public domain belongs to the State and is exercised through the State entity that protects the author's rights.
3. Once the author is deceased, the State entity that protects copyright may take upon itself, and ensure by appropriate means, the defence of works not yet in the public domain which are threatened in their authenticity or cultural dignity, when the successors of the author, notified to exercise it, have abstained without reasonable cause.

Article 34
Modifications of the work

1. Modifications of the work are not allowed without the author's consent, even in those cases where, without such consent, the use of the work is licit.
2. In the case of collections intended for teaching, the modifications required for the purpose are allowed, provided that the author does not oppose them under the terms of the following paragraph.
3. When the author's consent is requested, he has a period of one month to express his position.
4. When the author has revised all or part of his work and has carried out or authorized its dissemination or publication *ne varietur*, it may not be reproduced by its successors or by third parties in any previous version.

Article 35
Modifications of the architectural project

1. The author of a project of architecture or of plastic work executed by another person and incorporated into a work of architecture has the right to supervise its construction or execution in all phases and details, in order to ensure the exact conformity of the work with the project of which he is the author.
2. When built in accordance with the project, the owner of the work cannot, during construction or after completion, make changes to it without prior consultation with the author of the project.

3. If there is no agreement, the author may repudiate the authorship of the modified work, and the owner is forbidden to invoke, for his own benefit, the name of the author of the initial project.

Article 36

Right of withdrawal

1. The author of a disseminated or published work may withdraw it at any time from circulation and cease the respective use, whatever the modalities of this, provided that he has reasonable moral reasons, but must compensate the interested parties for the damage that the withdrawal causes them.
2. The right of withdrawal may not be exercised by the author's successors in title.
3. The right provided for in this article does not apply to works of architecture or single copy works.
4. If, by court decision, the removal of any part of the work is imposed which compromises or distorts its meaning, the author may withdraw it and terminate the contract without incurring any liability.

Article 37

Incapacitated author

An intellectual creator who is incapacitated may exercise moral rights author who is incapable of doing so, as long as he or she has a natural understanding of the matter.

Article 38

Moral rights of the author of a computer program

1. The author of a computer program shall have the right to the citation of his name on the program and the right to claim authorship thereof.
2. Other moral rights shall not apply to computer programs.

Article 39

Compulsory particulars in photographic works

1. The photographic print must bear the photographer's name.
2. Photographs of fine arts works shall bear the name of the author of the work photographed.
3. The irregular reproduction of photographs in which any of the indications referred to in the preceding numbers is missing may only be considered abusive under the terms of this Code if the photographer proves bad faith on the part of the person who made the reproduction.

Section II
Property rights

Article 40
Exploitation and use

The author has the exclusive right of economically exploiting the work 1. in whole or in part, by any means, directly or indirectly, within the limits of the law, ensuring the patrimonial advantages resulting from such exploitation.

Article 41
Forms of use

1. The exploitation and, in general, the use of the work may be made, according to its kind and nature, by any of the means currently known or which may become known in the future.
2. The author has, among others, the exclusive right to make or authorize, by himself or by his representatives:
 - a) Reproduction of the work, directly or indirectly, temporarily or permanently, by any means and in any form
 - b) in whole or in part;
 - c) The diffusion of the work by photography, telephotography, television, radio or by any other process
 - d) of reproduction of signals, sounds or images and the public communication of the work, by wire or wireless means, namely by radio waves, optical fibres, cable or satellite;
 - e) The making available to the public, by wire or wireless means, of the work in such a way that members of the public may access it from a place and at a time individually chosen by them
 - f) The representation, recitation, performance, exhibition or display in public;
 - g) The translation, arrangement, instrumentation, dramatization, audiovisual adaptation or any other transformation
 - h) of the work, including the creation of derivative works
 - i) Any form of distribution of the original or copies of the work, such as sale, rental or public lending
 - j) The construction of the architectural work according to the project, whether or not there are repetitions.
3. Lawful acts of disposal, by first sale or by other means of transfer of ownership, exhaust the right of distribution of the original or copies, as tangible copies.

Article 42
Authorisation

1. The broadcasting of the sound or visual work, whether direct or by retransmission, by any means obtained, is subject to authorisation by the author.
2. The communication of the work to the public by any means used to disseminate signals, sounds or images is equally subject to authorisation.

Article 43
Exposure

1. Only the author may exhibit or authorise others to exhibit his works of art publicly.
2. The alienation of a work of art involves, unless expressly agreed otherwise, the attribution of the right to exhibit it.
3. The promoter of an exhibit of works of art shall be responsible for the integrity of the works exhibited, being obliged to insure them against fire, transportation, theft and any other risks of destruction or deterioration, as well as to keep them in the respective premises until the end of the period fixed for their return.

Article 44
Right of resale

1. The author of an original work of art that is not of architecture or applied art shall be entitled to a share in the price obtained, free of tax, from the sale of that work, carried out through the intervention of any agent acting professionally and stably in the art market, after its initial sale by that agent.
2. For the purposes of the provisions of this Article, an original work of art shall mean any graphic or plastic work of art, such as pictures, collages, paintings, drawings, serigraphs, engravings, prints, lithographs, sculptures, tapestries, ceramics, glassware and photographs, to the extent that they are executed by the author or are copies considered to be original works of art, which must be numbered, signed or otherwise authorised by him or her.
3. The right referred to in paragraph 1 is inalienable and unrenounceable.
4. The royalty provided for in paragraph 1 shall be fixed as follows:
 - a. 4% on the sale price whose total amount is between US\$ 3000 and US\$ 50.000;
 - b. 3% over the sale price whose total amount is comprised between US\$ 50.000,01 and US\$ 200.000;
 - c. 1% over the sale price whose total amount is comprised between US\$ 200. 000,01 and US\$ 350.000;

- d. 0.5% on the sale price whose total amount is between US\$ 350.000,01 and US\$ 500.000;
 - e. 0.25% on the sale price whose total amount is higher than US\$ 500.000,01.
- 5. The provisions of the preceding paragraphs do not apply to any transaction of an original work of art intended to become part of the assets of a museum that is not for profit and is open to the public.
 - 6. The payment of the share due to the author is the responsibility of the seller of the original work of art and, secondarily, of the entity operating in the art market through which the transaction was effected.
 - 7. The author or his agent may demand from any party to the transaction of the original work of art the information strictly necessary to guarantee the exercise of his resale right, using, if necessary, the appropriate administrative and judicial means.
 - 8. The right to claim the information referred to in the previous item prescribes a period of three years as from the knowledge of each transaction.
 - 9. The right referred to in paragraph 1 may be exercised after the death of the author by his or her heirs until expiry of the copyright.
 - 10. The attribution of the resale right to nationals of other countries is subject to the principle of reciprocity.
 - 11. This Article also applies to original manuscripts of writers and composers.

CHAPTER IV EXERCISE OF ECONOMIC RIGHTS

Section I In general

Article 45 Availability of economic powers

- 1. The right to freely choose the processes and conditions of use and exploitation of the work belongs exclusively to the holder of the copyright.
- 2. The original owner, as well as his successors or assigns, may:
 - a) Authorise the use of the work by a third party;
 - b) Transmit or assign, in whole or in part, the patrimonial content of the copyright on that work;
 - c) Renounce, in whole or in part, the patrimonial content of the copyright on that work.

3. The various forms of use of the work are independent of each other and the adoption of any of them by the author or person entitled does not prejudice the adoption of the others by the author or third parties.
4. Transactions relating to copyright shall be governed by the general rules of contracts and by the provisions of typical contracts in which they are integrated or with which they offer greater analogy.
5. Contractual stipulations shall be understood in a manner consistent with good faith and with the scope justified by the purposes of the contract.
6. Powers granted for the protection of moral rights and any others excluded by law may not be transferred or encumbered, voluntarily or forcibly.

Article 46 **Authorisation system**

1. The mere authorisation granted to third parties to disseminate, publish, use or exploit the work by any process does not imply the transfer of copyright over it.
2. The authorisation referred to in the preceding paragraph may only be granted in writing, being presumed to be onerous and of a non-exclusive nature.

Article 47 **Partial transfer or encumbrance**

1. Partial transfer or encumbrance shall have as its mere object the modes of use designated in the act that determines it.
2. Contracts whose object is the partial transfer or assignment of the copyright shall be set down in a public deed or certified private document, under penalty of nullity.
3. The contract shall determine the faculties that are the object of the disposition and the conditions for the exercise thereof, namely with respect to time and place and, if the business is onerous, with respect to the price.
4. Where the transfer or encumbrance is transitory and the duration has not been established, the maximum duration shall be presumed to be 25 years in general and 10 years in the case of photographic work or works of applied art.
5. The granted exclusive license shall expire, however, if, after the seven-year period has elapsed, the work has not been used.

Article 48
Total transfer

The total and definitive transfer of the patrimonial content of the copyright may only be carried out by public deed or authenticated private document, with identification of the work and indication of the respective price, under penalty of nullity.

Article 49
Advanced disposition of the copyright

1. The transfer or encumbrance of the copyright over future works may only cover those that the author will produce within a maximum period of eight years.
2. If the contract concerns works produced in a longer term, it shall be deemed reduced to the limits of the preceding paragraph and the remuneration provided for shall be proportionally reduced.
3. The contract of transfer or encumbrance of future works without a limited time limit is null and void.

Article 50
Additional compensation

1. If the intellectual creator or his successors, having transferred or encumbered his exploitation right for consideration, suffers serious patrimonial damage due to manifest disproportion between his profits and the profits gained by the beneficiary of those acts, he may claim from the latter additional compensation, which shall be levied on the results of the exploitation.
2. In the absence of agreement, the additional compensation referred to in the preceding paragraph will be fixed taking into account the normal results of the exploitation of all the similar works of the author.
3. If the price of transfer or encumbrance of the copyright has been fixed as a share in the profits that the beneficiary derives from the exploitation, the right to additional compensation only subsists in the event that the established percentage is manifestly inferior to those usually practiced in transactions of the same nature.
4. The right to compensation lapses if it is not exercised within two years of the knowledge of the serious patrimonial damage suffered.

Article 51
Copyright as patrimonial security

1. The property rights of an author may be pledged and may be subject to seizure, attachment or legal or voluntary usufruct.

2. Unless otherwise stated, only with the authorisation of the copyright owner may the usufructuary use the work object of the usufruct in any way involving its transformation or modification.
3. In the event of enforcement, it will be specifically over the right or rights that the debtor has offered as guarantee in relation to the work or works indicated.
4. The pledging creditor shall not acquire any rights in the media of the work.
5. In the event of attachment of the property right of the creator of the work, the system laid down by the Code of Civil Procedure shall apply in respect of the attachment of wages, salaries or benefits of a similar nature.
6. Unpublished manuscripts, sketches, drawings, canvases or sculptures, whether or not signed, are exempt from attachment and seizure, except with the author's consent.
7. Where, however, the author has disclosed by unequivocal acts his intention to disseminate or publish the said works, the creditor may obtain seizure or attachment of the corresponding copyright.

Article 52

Moral rights in case of attachment

1. If the garnishee of the copyright over the pledged and published work promotes its publication, the right to review the proofs and correction of the work and, in general, the moral rights shall not be affected.
2. If, in the hypothesis provided for in the preceding paragraph, the author withholds the proofs without justification for a period of more than 60 days, printing may proceed without revision.

Article 53

Posthumous works

1. It shall be incumbent on the successors of the author to decide on the use of his works that have not yet been disclosed or published.
2. Successors who disseminate or publish a posthumous work shall have the same rights in respect of it as those that would accrue to them if the author had disseminated or published it during his lifetime.
3. If the successors in title do not use the work within 25 years from the author's death, except in the case of impossibility or delay in disclosure or publication for weighty moral reasons, which may be judged in court, they may not oppose the disclosure or publication of the work, without prejudice to the rights provided for in the preceding paragraph.

Article 54 Reference

The provisions regarding the publishing contract and the recitation and performance contract shall apply to the other contracts, namely contracts for phonographic or videographic fixation, audiovisual production or broadcasting, insofar as they are in accordance with their nature and do not contradict specific legal provisions.

Section 2 In particular

Subsection I Publishing

Article 55 Publication contract

1. A publishing contract shall be deemed to be a contract whereby the author grants another party, under the conditions stipulated therein or prescribed by law, authorisation to produce a given number of copies of a work or set of works for his own account, with the other party undertaking the obligation to distribute and sell them.
2. The publishing contract may have as its object one or more works, existing or future, unpublished or published.

Article 56 Form

1. The publishing contract shall be concluded in writing, under penalty of nullity.
2. Nullity resulting from the lack of reduction of the contract to writing is presumed to be imputable to the publisher and may only be invoked by the author.

Article 57 Content

1. The publishing contract must mention the number of editions it covers, the number of copies that each edition comprises and the retail price of each copy.
2. If the number of editions has not been contractually fixed, the publisher is only authorized to make one.
3. If the publishing contract is silent on the number of copies to be printed, the publisher is obliged to produce at least two thousand copies of the work.

4. The publisher who produces fewer copies than the number agreed upon may be compelled to complete the edition and, if he does not do so, the copyright owner may contract with another person, at the publisher's expense, for the production of the missing number of copies, without prejudice to the right to claim damages from the publisher.
5. If the publisher produces more copies than the number agreed upon, the copyright owner may request judicial seizure of the extra copies and appropriate them, and the publisher will lose the cost of those copies.
6. In cases where the publisher has already sold, totally or partially, the extra copies or where the copyright holder has not requested the seizure, the publisher shall indemnify the latter for losses and damages.
7. The author has the right to verify, by himself or through his representative, the number of copies of the edition, and, for that purpose and in accordance with the law, may require examination of the commercial records of the publisher or of the company that produced the copies, if the latter does not belong to the publisher, or resort to other means that do not interfere with the manufacture of the work, such as the application of his signature or seal on each copy.

Article 58 **Effects**

1. The publishing contract does not imply the transfer, on a permanent or temporary basis, to the publisher of the right to publish the work, but only the granting of authorisation to reproduce and market it in the precise terms of the contract.
2. The authorisation for publication does not confer on the publisher the right to translate the work, to transform it or to adapt it to other genres or forms of use; this right remains reserved to the author.
3. The publishing contract, unless stipulated otherwise, inhibits the author from making or authorising a new edition of the same work in the same language, in the country or abroad, while the previous edition is not sold out or the stipulated period has not elapsed, except if circumstances have arisen that harm the interest of the edition and make it necessary to remodel or update the work.

Article 59 **Obligations of the author**

1. The author undertakes to provide the publisher with the means necessary for the fulfilment of the contract and, namely, to deliver, within the agreed periods, the original of the work that is the object of the publication in conditions that allow for its reproduction.

2. The original referred to in the previous sub-paragraph belongs to the author, who has the right to demand its return as soon as the publication is concluded.
3. If the author unjustifiably delays the delivery of the original in such a way as to compromise the publisher's expectations, the publisher may terminate the contract, without prejudice to the claim for compensation for losses and damages.

Article 60 **Obligations of the publisher**

1. The publisher is obliged to devote to the execution of the edition the care required for the reproduction of the work under the agreed conditions and to encourage, with zeal and diligence, its promotion and the placing in the market of the copies produced, and, in case of non-fulfilment, to compensate the author for losses and damages.
2. The publisher and the author shall agree in the publishing contract the respective deadlines for the beginning and conclusion of the reproduction of the work.
3. Lack of financial means to pay for the publication or the aggravation of the respective costs shall not be considered as cases of force majeure.
4. If the work deals with a matter of great actuality or of such nature that it loses interest or opportunity in case of delay in publication, the publisher shall be obliged to immediately start the reproduction and have it concluded within a period of time capable of avoiding the damage of the aforementioned loss.
5. The publisher shall mention on each copy the name or pseudonym of the author or any other designation that identifies him/her.

Article 61 **Retribution**

1. The publishing contract is presumed to be onerous.
2. The author's remuneration is that stipulated in the publishing contract and may consist of one or a combination of the following modalities:
 - a) In a fixed sum, payable for the entire edition;
 - b) A percentage on the cover price of each copy;
 - c) the allocation of a certain number of copies; or
 - d) In an instalment established on any other basis, according to the nature of the work.
3. In the absence of a stipulation on the author's retribution, the author has the right to 25% of the cover price of each copy sold.
4. If the remuneration consists of a percentage on the cover price, any increases or reductions of the respective price shall be included in its calculation.

5. The publisher may only determine reductions of the price with the author's agreement, unless he pays the author the remuneration corresponding to the previous price.
6. The price of the publication shall be considered due immediately after the conclusion of the publication, except if the form of remuneration adopted makes the payment dependent on subsequent circumstances, namely the sale or placement of all or part of the copies produced.

Article 62

Accountability

1. Should the publisher's remuneration to the author depend on the results of the sale or should its payment be subject to the evolution of the sale, the publisher shall be obliged to present accounts to the author within the agreed period of time or, in the absence of such an agreement, on a half-yearly basis, with reference to 30 June and 31 December of each year.
2. For the purpose of the previous number, the publisher shall send to the author, by registered letter, within the 30 days immediately after the end of the period, a statement of the sales and returns occurred in that period, accompanied by the payment of the respective balance.
3. The publisher shall always provide the author or his representative with the elements of his records, which are indispensable for the proper verification of the accounts referred to in the previous number.

Article 63

Modifications

1. Always subject to the provisions of the previous articles, the publisher of dictionaries, *enciclopedias* or didactic works, after the author's death, may update or complete them by means of notes, supplements, footnotes or minor textual alterations.
2. The updates and alterations provided for in the previous number shall be duly marked whenever the respective texts are signed or contain doctrinal matter.

Article 64

Spelling

The text of a work shall respect the rules of official grammar and spelling of the language used, except if the author makes an aesthetic spelling choice; updating the spelling of the text in harmony with those rules shall not be considered a modification.

Article 65
Proofs and printing

1. The publisher is obliged to provide the author with a set of bulk proofs, a set of page proofs and the graphic design of the cover, the author being required to correct the composition of those pages and to be heard regarding this design and being obliged, under normal conditions, to return the proofs within 20 days and the cover design within five days.
2. If the publisher or the author is late in submitting the proofs or in returning them, either of them may notify the other, so that the publisher provides or the author returns the proofs within a new and non-extendable time limit.
3. The notification referred to in the preceding paragraph is a condition for a claim for damages for delay in publication.
4. The author is entitled to make typographical corrections, the costs of which shall be borne by the publisher, both in bulk and in page proofs.
5. As for corrections, modifications or additions of the text which are not justified by new circumstances, their cost is borne, unless agreed otherwise, entirely by the publisher, if it does not exceed 5% of the price of the composition, and above this percentage, by the author.
6. The printing cannot be done without the author's consent.
7. The return of page proofs and of the graphic design of the cover, when not accompanied by a statement to the contrary, means authorization for printing.

Article 66
Transfer of publisher's rights

1. The publisher may not, without the author's consent, transfer his or her rights arising from the publishing contract to third parties, whether free of charge or against payment, except where the transfer results from the transfer of his or her business.
2. In the event that the transfer causes or will cause moral damage to the other party to the contract, the latter has the right to terminate the contract within six months from the date of knowledge of the transfer, the publisher having the right to compensation for losses and damages.
3. The inclusion of the rights arising from a publishing contract, under the terms of this Article, and therefore dependent on the author's consent, is considered to be a transfer of rights arising from the publisher's participation in the capital of any commercial company.

4. The assignment of the rights arising from the publishing contract to any of the partners of the publishing company due to the judicial or extra-judicial liquidation of the latter shall not be considered a transfer of rights arising from the publishing contract.

Article 67

Death or incapacity of the author

1. If the author dies or becomes unable to finish the work after delivering an appreciable part of it, the author's heirs may terminate the contract, compensating the publisher for damages, but if they do not do so within three months, the publisher may terminate the contract or consider it fulfilled for the delivered part, provided that he pays the successor or representative the corresponding compensation.
2. If the author has expressed the wish that the work should not be published if not completed, the contract will be terminated and the incomplete work may not be published under any circumstances, but the publisher must be reimbursed for any payments he may have made under copyright.
3. An incomplete work may only be completed by a person other than the author with his written consent.
4. Without prejudice of the consent provided for in the previous number, the publication of the completed work can only be made with the clear identification of the original part and of the addition and the indication of its authorship.

Article 68

Future works

1. It is mandatory for the parties to fix the deadline for the delivery of the work by the author to the publisher in the agreement for the publication of a future work.
2. If the work subject matter of the contract is to be written as it is published, in volumes or fascicles, the contract must fix the number and extension, at least approximate, of the volumes or fascicles, adopting, as to extension, a 10% tolerance, except if otherwise agreed.
3. If the author exceeds the referred proportions, without prior agreement of the publisher, he shall not have the right to any supplementary remuneration and the publisher may refuse to publish the excess volumes, fascicles or pages.

Article 69

Re-editions and successive editions

1. If the publisher has been authorised to make several editions, the conditions stipulated for the original edition shall, in case of doubt, apply to the subsequent editions.

2. Before beginning a new edition, the publisher shall give the author the possibility of intervening in the text for minor corrections or refinements which do not entail a substantial change to the work.
3. Even if the price has been fixed globally, the author is still entitled to additional remuneration if he agrees with the publisher on a substantial modification of the work, such as recasting or enlargement.
4. The publisher who is obliged to make successive editions of a certain work shall, under penalty of being held liable for losses and damages, execute them without interruption, in such a way that there is never a shortage of copies on the market.
5. An exception to the principle established in the preceding paragraph is made in the case of force majeure, but the lack of financial means to pay for the new edition or the increase of its costs shall not be considered as such.

Article 70 **Fractional and periodical publication**

1. The author or publisher of a work that is published in volumes, tomes, fascicles or consecutive sheets, as well as the author or publisher of a periodical publication may contract with another person the sale by subscription, as and when printed, for a determined or indefinite period of time.
2. The non-return of the first volume or fascicle issued by the author or publisher does not imply the tacit signing of the contract, nor does the recipient have the obligation to keep or return it.
3. The postal delivery of volumes, fascicles or sheets shall always be at the risk of the sender, who shall be obliged to replace lost copies without any right to a new payment, unless otherwise agreed.

Article 71 **Re-publishing an out-of-print work**

1. If the holder of the right of republication refuses to exercise it or to authorise a republication after all editions have been exhausted, any interested party, including the State, may request judicial authorisation to proceed with the republication of the work.
2. Judicial authorisation shall be granted if there is public interest in the republication of the work and the refusal is not based on reasonable moral or material grounds, excluding those of a financial nature.
3. The holder of the right of edition shall not be deprived of it and may make or authorise future editions.

4. The provisions of this Article shall apply, mutatis mutandis, to all forms of reproduction if the transferor of the right over any work already published or disclosed does not ensure that the reasonable needs of the public are satisfied.

Article 72

Process

1. The judicial authorisation referred to in the previous Article shall be given under the terms of the procedural law and shall indicate the number of copies to be published.
2. The decision may be appealed, with suspensive effect, under the terms of the procedural law, which shall be final.

Article 73

Termination of the contract

1. The publishing contract may be terminated:
 - a) if the publisher's interdiction is judicially declared;
 - b) If the publisher dies, if his establishment does not remain with one or some of his successors;
 - c) If the author does not deliver the original within the agreed period of time or if the publisher does not conclude the edition within the agreed period of time, except in case of force majeure duly proven;
 - d) In all the other cases specifically provided for and, in general, whenever there is a breach of any of the clauses or legal provisions that are directly or additionally applicable.
2. The termination of the contract is always without prejudice to the liability for losses and damages of the party to whom it is attributable.

Article 74

Other contracts

1. An agreement whereby the author engages another party t:
 - a) Produce for his own account a certain number of copies of a work and ensure its deposit, distribution and sale, with the parties agreeing to divide between themselves the profits or losses of the respective exploitation;
 - b) To produce a certain number of copies of the work and ensure its deposit, distribution and sale on behalf and at the risk of the owner of the right, against the payment of a certain fixed or proportional sum;
 - c) Ensure the deposit, distribution and sale of copies of the work produced by him/her, against payment of a commission or any other form of consideration.

Subsection II
Representation, recitation and performance

Section 75
Notions

1. A stage performance is considered to be the interpretation before spectators of a dramatic, dramatical-musical, choreographic, pantomimic or other work of similar nature, by means of dramatic fiction, song, dance, music or other adequate processes, separately or combined.
2. The recitation of a literary work and the performance by instruments or by instruments and singers of a musical or literary-musical work shall be assimilated to the stage performance.

Article 76
Authorisation

1. The use of the work by means of scenic representation or recitation depends on the authorisation of the author, whether it takes place in a public or in a private place, with or without paid admission fees, for profit or not.
2. If the work has been disseminated in any way, and provided that it is performed for non-profit purposes and in private, in a family environment, the scenic representation or recitation may be performed independently of the author's authorisation.
3. The grant of the right of representation or recitation shall be presumed onerous, except when made in favour of amateurs.

Article 77
Form, Content and Effects

1. By the contract of scenic representation or recitation the author authorises an entrepreneur to promote the scenic representation of the work, undertaking to have it represented under the conditions agreed upon.
2. By the contract of recitation or performance the author authorises the promoter and the latter undertakes to promote or organise the performance or recitation of a literary, musical or literary-musical work at a public hearing.
3. The contracts referred to in the preceding subsections shall be concluded in writing and, unless otherwise agreed, shall not confer upon the entrepreneur or promoter the exclusive right of direct communication of the work by such means.

4. The contracts referred to in the preceding paragraphs shall define precisely the conditions and limits under which the scenic representation or recitation of the work is authorised, namely as to time, place, remuneration of the author and methods of payment.

Article 78 **Retribution**

1. The author's retribution for granting the right of performing or reciting may consist in a fixed global amount, in a percentage over the revenues of the shows, in a certain amount for each show or be determined by any other form established in the contract.
2. If the fee is determined according to the revenue of the show, it shall be paid on the day following the respective show, unless otherwise agreed upon.
3. If the remuneration is determined according to the revenue of each show, the author shall have the right to control by himself or by his representative the respective revenues.
4. If the entrepreneur or promoter falsifies the revenue notes or uses any other fraudulent means to conceal the exact results of his exploitation, he shall incur the penalties applicable to the corresponding crimes and the author shall have the right to terminate the contract.

Article 79 **Author's rights**

1. From the contract of stage presentation, the author has the following rights, unless otherwise stipulated:
 - a) To introduce in the work, independently of the consent of the other party, the alterations that he/she deems necessary, provided that they do not harm its general structure, do not diminish its dramatic or spectacular interest nor harm the programming of the rehearsals and of the representation;
 - b) To be heard on the distribution of roles;
 - c) To attend rehearsals and make the necessary indications as to interpretation and staging;
 - d) To be heard on the choice of collaborators for the artistic realization of the work
 - e) Oppose a public performance as long as they do not consider the show to be sufficiently rehearsed; however, they may not abuse this faculty and unjustifiably delay the performance, in which case they shall be held liable for losses and damages

- f) To supervise the show, by himself or through his representative, having free access to the place during the performance.
- 2. If it has been agreed in the contract that the scenic representation of the work is entrusted to certain actors or performers, the substitution of the latter may only be made by agreement of the contracting parties.
- 3. Unless otherwise agreed, the rights provided for in this Article do not apply to recitation.

Article 80 **Obligations of the undertaker**

- 1. The performer undertakes, through the contract, the obligation to have the work performed in a public show within the period agreed upon and, in the absence of an agreement, within one year as of the signing of the contract, except in the case of a dramatic-musical work, in which case the period may be extended to two years.
- 2. The organiser is obliged to carry out the necessary tests to ensure representation under the appropriate technical conditions and, in general, to make all the usual efforts in such circumstances for the good success of the representation.
- 3. The entrepreneur is obliged to represent the text supplied to him, and may not make any changes therein, such as deletions, substitutions or additions, without the consent of the author.
- 4. The entrepreneur is obliged to mention, in a visible manner, in the programmes, posters and any other means of publicity, the name, pseudonym or any other sign of identification adopted by the author.

Article 81 **Obligations of the promoter**

- 1. The promoter shall display in advance at the place of the public hearing the respective programme of works, which shall include, as far as possible, the name of the work and the identification of the author.
- 2. The promoter shall provide a copy of the programme to the author or his representative.
- 3. Failing the display of the programme or its communication under the terms of the previous numbers, it is up to the entity that promotes or organizes the performance or recitation, when requested, to prove that it has obtained authorization from the authors of the works performed or recited.

Article 82

Fraud in the organisation or realisation of the programme

1. Performance without authorization or that does not comply with its content confers the author the right to have it ceased immediately, without prejudice to possible civil or criminal liability of the impresario or promoter of the show.
2. If the entity promoting the performance or recitation fraudulently organises the programme, namely by including in it a work which it does not propose to have performed or recited, and promoting, in its place, the performance or recitation of another not announced, or if, during the audition, for a reason which does not constitute fortuitous or force majeure, a work contained in the programme ceases to be performed or recited, the authors harmed in their moral or material interests may claim compensation for damages from the said entity, independently of the criminal responsibility which may be applicable to the case.
3. It shall not imply any responsibility or liability for the promoters of the hearing if, at the insistent request of the audience, performers perform or recite any works other than those included in the programme.

Article 83

Transmission, reproduction and filming

In order that the representation or performance of the work, in whole or in part, may be transmitted by radio or visual broadcast, reproduced in phonograms or videograms, filmed or shown, the written consent of the author is required, in addition to the authorizations of the organiser of the show and the performers.

Article 84

Secrecy of unpublished work

In the case of a work that has not yet been performed or reproduced, the show organiser or promoter may not make it known before the first performance, except for publicity purposes, in accordance with common practice.

Article 85

Stage representation or recitation of an unpublished work

The author who has contracted the scenic representation or the recitation of a work that has not yet been divulged may publish it, printed or reproduced by any other process, except if otherwise agreed with the entrepreneur or promoter.

Article 86

Termination of the contract

1. The contract of stage representation or recitation may be terminated:
 - a) in cases where it is legally or contractually established;

- b) If the interdiction of the entrepreneur or promoter is judicially declared
 - c) In case of evident and continuous lack of attendance by the public;
 - d) In all the other cases specifically provided for and, in general, whenever there is a breach of any of the clauses or legal provisions that are directly or suppletively applicable.
2. The termination of the contract is always without prejudice to the responsibility for losses and damages of the party to whom it is imputable.

Subsection III
Production of audiovisual works

Article 87
Production of an audiovisual work

1. Audiovisual production depends on the authorisation of the authors of pre-existing works, even if they are not considered authors of the audiovisual work pursuant to Article 25.
2. Authorisations granted by the authors of audiovisual works shall specifically set out the conditions for the production, distribution and exhibition of the film.
3. If the author has given his explicit or implicit authorisation for the showing of the audiovisual work, the producer shall exercise the rights of economic exploitation of the work.

Article 88
Producer

1. The producer must be identified as such in the film.
2. During the period of exploitation, the producer, if the owner or owners of the copyright do not otherwise ensure the defence of their rights over the audiovisual work, shall be considered as their representative for that purpose, and shall inform them of the manner in which he or she has carried out that mandate.
3. Unless otherwise agreed, a producer who contracts with authors may associate with another producer to ensure the making and exploitation of the audio-visual work.

Article 89
Effects of authorisation

1. Authorization for audiovisual production implies, unless specifically stipulated, authorization for the distribution and exhibition of the film in public cinemas, as well as for its economic exploitation by this means, without prejudice to payment of the stipulated remuneration.

2. The audiovisual producer derives from the authorization the right to produce the negative, the positives, the copies and the magnetic records necessary for exhibition of the work.
3. Authorisation from the authors of audiovisual works shall be required for the radio or visual broadcasting of the film, its communication to the public by wire or wireless means, namely by radio waves, optical fibres, cable or satellite, and its reproduction, exploitation or exhibition in the form of videogram.
4. Authorisation for audiovisual production does not cover radio broadcasting of the soundtrack or phonogram in which excerpts of the audiovisual work are reproduced.
5. The broadcasting of works produced by a radio or audiovisual broadcaster, who has the right to transmit and communicate them to the public, in whole or in part, through his or her own transmitter channels, does not require authorization from the author.

Article 90 **Exclusive**

1. Authorisation given by authors for audiovisual production of a work, whether composed especially for this form of expression or adapted, shall imply the grant of exclusive rights, unless otherwise agreed.
2. In the silence of the parties, the exclusive granted for the audiovisual production lapses 25 years after the conclusion of the respective contract, without prejudice to the right of the person to whom the economic exploitation of the film has been assigned to continue to project, reproduce and distribute it.
3. The authors of the literary and musical parts of the audiovisual work may reproduce and use them separately in any manner whatsoever, provided they do not prejudice the exploitation of the work as a whole.

Article 91 **Transformations**

1. Translations, dubbing or any transformation of the audiovisual work require the written authorisation of the authors.
2. Authorization for the exhibition or distribution of a foreign film in national territory implicitly grants authorization for translation or dubbing in both official languages.

Article 92 **Retribution**

The payment to authors of audiovisual works may consist of a fixed lump sum, a percentage of receipts from exhibition, a fixed amount for each exhibition or in another form agreed upon with the producer.

Article 93
Transfer of producer's rights

The producer is allowed to transfer at any time to a third party, in whole or in part, rights arising from the contract for audiovisual production, remaining, however, responsible towards the authors for the timely compliance of the same.

Article 94
Identification of the work and of the author

1. The author or co-authors of an audiovisual work shall have the right to demand that their names be indicated in the projection of the film, mentioning also the contribution of each one of them to the work referred to.
2. If an audiovisual work is an adaptation of a pre-existing work, the title of the latter and the name, pseudonym or any other identifying mark of the author of the pre-existing work must be mentioned.

Article 95
Completion of the work

An audiovisual work shall be deemed to be finished when the director and the producer agree on its definitive version.

Article 96
Time limit for performance of the contract

If the producer does not complete production of the audiovisual work within three years of delivery of the literary part and the musical part or does not screen the completed film within three years of completion, the author or co-authors shall have the right to terminate the contract.

Article 97
Proofs, matrices and copies

1. The producer is only obliged to make copies or proofs of the audiovisual work as and when requested and to keep the respective matrix, which he may under no circumstances destroy.
2. The producer of the audiovisual work shall not be entitled to sell the copies he or she has produced at a reduced price, even on the grounds that there is no demand for them.

Subsection IV
Phonographic and Videographic Fixation

Article 98
Phonographic and videographic fixation contract

1. The affixing of the record shall depend on the author's authorisation.
2. The authorisation must be given in writing and entitles the entity that holds it to fix the work and to reproduce and sell the copies produced.
3. Authorisation to perform publicly, broadcast or transmit in any way the fixed work must also be given in writing and may be granted to an entity other than the fixer.
4. The purchase of a phonogram or videogram does not give the purchaser the right to use them for any purpose of public performance or transmission, reproduction, resale or rental for commercial purposes.

Article 99

Works that have already been fixed

1. The musical work and its text which have been the object of commercial phonographic fixation with the author's knowledge, but without opposition, may be fixed again.
2. The author is always entitled to equitable remuneration and the State entity that protects copyright, in the absence of agreement between the parties, will determine the fair amount.
3. The author may stop the exploitation whenever the technical quality of the fixation compromises the correct communication of the work.

Article 100

Translation or dubbing of a recorded cinematographic work

Public showing of a recorded cinematographic work shall entail simultaneous showing of a translation in the form of subtitles or dubbing of the work into at least one of the official languages.

Article 101

Transformations

The adaptation, arrangement or other transformation of any work for the purpose of fixation, transmission, performance or exhibition by mechanical, phonographic or videographic means is also subject to the written authorisation of the author, who shall specify for which purpose or purposes the transformation is intended.

Subsection V

Broadcasting

Article 102

Broadcasting of a fixed work

If the work has been fixed for commercialisation purposes with the author's authorisation, expressly covering the respective communication or broadcast of sound or visual communication or broadcast, it is not necessary to obtain the author's special consent for each communication or broadcast, without prejudice to moral rights and the right to equitable remuneration.

Article 103

Technical assumptions

The owner of a concert hall or building in which the broadcasting or communication provided for in Article 42 is to take place, the operator and any other person who assists in the staging of the event to be broadcast shall be required to permit the installation of the instruments necessary for broadcasting, as well as the technical experiments or tests necessary for its proper execution.

Article 104

Limits

1. Unless otherwise stipulated in writing, the authorisation provided for in Article 42 shall not imply authorisation to fix the works broadcast.
2. However, broadcasting organisations may fix the works to be broadcast, but only for the use of their broadcasting stations, in the case of deferred broadcasting.
3. Such fixations must, however, be destroyed within a maximum period of three months without prejudice to the author's remuneration.
4. In cases where such fixations are of exceptional interest for documentation purposes, they may be retained in the official archives, without prejudice to copyright.

Article 105

Scope

1. Authorisation to broadcast a work is general for all broadcasts, whether direct or deferred, made by the stations of the entity that obtained it, without prejudice to remuneration to the author for each transmission.
2. Broadcasts made at different times, by national stations belonging to the same broadcasting chain or belonging to the same entity, due to scheduling or technical constraints, will not be considered a new transmission.
3. Transmission made by an entity other than that which obtained the authorisation referred to in paragraph 1, when made by cable or satellite and not expressly provided for in that authorisation, shall be subject to the author's consent and shall confer on him the right to remuneration.

4. Remuneration is also due to the author for the public communication of the work by radio, by loudspeaker or by any other similar instrument transmitting signals, sounds or images.

Article 106 **Identification of the author**

Broadcasting stations shall announce the name or pseudonym of the author together with the title of the work broadcast, except in cases, established by common usage, in which the circumstances and needs of broadcasting lead to omission of the said indications.

Subsection VI **Creation of plastic, graphic and applied arts**

Article 107 **Form and content of the reproduction contract**

1. The reproduction of creations of plastic, graphic and applied arts, design, architectural projects and urbanisation plans may only be made by the author or others with his or her authorisation.
2. The authorisation referred to in the preceding paragraph must be given by written contract and is presumed to be onerous.
3. The reproduction contract shall mention the number of copies it covers and the retail price of each copy.
4. Where the number of copies has not been contractually established, the breeder shall be authorised to make only one.
5. A reproducer who produces a number of copies lower than that agreed upon may be compelled to complete the volume and, if he or she fails to do so, the copyright owner may contract with another person, at the expense of the reproducer, for the production of the missing number of copies, without prejudice to the right to claim compensation for losses and damages from the latter.
6. If the reproducer produces more copies than agreed upon, the copyright owner may request judicial seizure of the extra copies and appropriate them, without the publisher having the right to be compensated for them.
7. In cases where the reproducer has already sold, totally or partially, the extra copies or where the copyright holder has not requested the seizure, the publisher shall indemnify the latter for losses and damages.
8. The author has the right to control, by himself or through his representative, the number of copies reproduced and, for that purpose and in accordance with the law, may require

examination of the commercial records of the reproducer or of the company that produced the copies, if they do not belong to the reproducer, or resort to other means that do not interfere with the manufacture, such as, for example, the application of his signature or seal on each copy.

Article 108

Identification of the work

1. The reproduction contract must contain indications that allow the work to be identified, such as its summary description, sketch, drawing or photograph, with the author's signature.
2. Reproductions cannot be offered for sale without the author having approved the quality of the copy submitted for his examination.
3. All reproduced copies must bear the name, pseudonym or other sign that identifies the author.

Article 109

Architectural and urban planning studies and designs

1. The indication of the respective author, in a manner clearly legible to the public, is mandatory on each copy of the architectural and urban planning studies and projects, close to the construction site of the architectural work and on the work itself, once it has been built.
2. The repetition of the construction of a work of architecture, according to the same project, may only take place with the agreement of the author.

Article 110

Return of the models or elements used

1. Once the production contract is terminated, the original models and any other element used by the one who made the reproductions must be returned to the author.
2. The instruments exclusively created for the reproduction of the work must, except if there is an agreement to the contrary, be destroyed or made unusable, if the author does not prefer to acquire them.

Article 111

Extent of protection

The provisions of this Section also apply to scenery models, costumes, handicrafts, clothing design, tapestry cards, models for ceramic panels, tiles, stained glass, mosaics, rural reliefs,

advertising posters and drawings, book covers and other graphic creations that are artistic creations.

Subsection VII
Translation and derivative works

Article 112
Authorisation from the author

1. Translation, arrangement, instrumentation, dramatisation, cinematisation and, in general, any transformation of the work, may only be made or authorised by the author of the original work, which is protected under the terms of Article 11, paragraph 2.
2. The authorisation must be given in writing and shall not entail the grant of an exclusive right, unless otherwise stipulated.
3. The beneficiary of the authorisation must respect the meaning of the original work.
4. To the extent required by the purpose for which the work is to be used, it is lawful to make modifications that do not distort it.

Article 113
Rules applicable to translations

1. The rules on the edition of original works set out in Subsection I of this Section apply to the edition of the respective translations, whether the authorisation to translate has been granted to the publisher or to the author of the translation.
2. Unless otherwise agreed, the contract between publisher and translator does not imply the assignment or transfer, temporarily or permanently, to the publisher of the translator's rights over his translation.
3. The publisher may require the translator to make the necessary changes in order to ensure that the original work is respected, and, when this involves a particular graphic layout, that the text conforms to it; the publisher may promote such changes if the translator does not make them within a maximum of thirty days.
4. Whenever the nature and characteristics of the work require specific knowledge, the publisher may have the translation revised by a technician of his choice.

Article 114
Supplementary compensation

The translator has the right to additional compensation whenever the publisher, the entrepreneur, the producer or any other entity uses the translation beyond the limits agreed upon or established in this Code.

Article 115
Indication of the translator

The name of the translator must always appear in copies of the translated work, in theatrical advertisements, in notices accompanying radio and television broadcasts, in the credits for films and in any promotional material.

Section III
Collective management

Article 116
Author's representatives

1. The powers regarding the management of the copyright may be exercised by its holder or through a duly empowered representative.
2. The national or foreign associations and organisms constituted for the management of authors' rights will perform this function as representatives of the respective titleholders, the representation resulting from the simple fact of being a member or adherent, or from the registration as beneficiary of the respective services.
3. The associations or organisms referred to in paragraph 2 have judicial capacity to take civil and criminal action in defence of the interests and legitimate rights of those represented in matters of copyright, without prejudice to the intervention of an agent expressly constituted by the interested parties.
4. The establishment of general tariffs and the regulation of the activities of the bodies representing the author will be regulated by decree-law.

Article 117
Registration of representation

1. The exercise of representation referred to in the previous Article, expressly granted or resulting from the qualities mentioned therein, depends on the registration with the State entity that supervises copyrights.
2. The registration is made upon request of the representative, accompanied by a document proving the representation, and a translation may be required, if written in a non-official language.
3. The fees due for the registrations referred to in this article and the respective certificates shall be regulated by decree-law.

**CHAPTER V
LIMITS AND EXCEPTIONS**

**Section I
Duration**

**Article 118
Counting**

The expiry of the copyright and of the rights of related parties shall only occur as from January 1st of the year following the one in which the term is completed.

**Article 119
General rule**

In the absence of a special provision, copyright shall expire 50 years after the death of the intellectual creator, even if the work was only published or disseminated posthumously.

**Article 120
Collaborative and collective work**

1. Copyright over a work made in collaboration lapses 50 years after the death of the collaborator who died last.
2. Copyright over collective work or work originally attributed to a collective person expires 50 years after the first lawful publication or disclosure, except if the natural persons who created it were identified in the versions of the work made available to the public.
3. The duration of copyright individually attributed to contributors to a collective work, in respect of their contributions which may be discriminated against, shall be that established in the preceding article.

**Article 121
Anonymous and similar works**

1. The duration of protection of an anonymous work or work lawfully published or disclosed without identification of the author is of 50 years after the publication or disclosure.
2. If the use of a name other than the author's own leaves no doubt as to the author's identity or if the author reveals it within the time limit referred to in the previous number, the duration of protection shall be that dispensed to the work published or disclosed under the author's name.

Article 122
Audio-visual work

The copyright on an audio-visual work lapses 50 years after the death of the last co-author, in accordance with Article 25.

Article 123
Work published or disseminated in parts

If different parts, volumes or episodes of a work are not published or disseminated simultaneously, the periods of legal protection shall be counted separately for each part, volume or episode.

The same principle shall apply to numbers or fascicles of collective periodical works, such as newspapers or similar publications.

Article 124
Computer program

1. The right granted to the intellectual creator over the creation of a computer program will expire 50 years after his death.
2. Where the right is originally granted to a person other than the creator, the right shall expire 50 years from the date on which the program was first lawfully published or disseminated.

Article 125
Foreign work

Works originating from a foreign country and whose author is not Timorese shall enjoy the duration of protection provided for by the law of the country of origin, provided it does not exceed that fixed in the previous articles.

Article 126
Public Domain

1. A work falls into the public domain when the protection periods established in this law have elapsed.
2. A work shall also fall into the public domain if it is not lawfully published or disseminated within 50 years from its creation, where this term is not calculated from the death of the author.

Article 127
Copyright included in a vacant estate

1. If a copyright is included in an estate that is declared vacant for the State, such right shall be excluded from liquidation.
2. After ten years have elapsed from the date of vacancy of the inheritance, without the State having used or authorized the use of the work, it shall fall into the public domain.
3. If, due to the death of one of the authors of a work made in collaboration, his estate must be returned to the State, the copyright over the work as a whole shall belong only to the others.

Article 128
Protection of publications of unpublished works in the public domain

The natural or collective person who licitly publishes or discloses, in national territory, after the expiry of copyright, an unpublished work will benefit for 15 years from the publication or disclosure of the rights to control the respective reproduction, distribution, communication to the public and making available to the public, as defined in this Code and subject to the respective limits and free uses.

Section II
Free and Permitted Uses

Subsection I
Free Uses

Article 129
Scope

1. Temporary acts of reproduction which are transient, incidental or incidental, form an integral and essential part of a technological process and whose principal purpose is to enable a transmission over a network between third parties by an intermediary, or a legitimate use of a protected work and which do not have an economic significance in themselves, shall be excluded from the reproduction right, including, in so far as they comply with the conditions set out acts enabling navigation on networks and temporary storage, as well as those enabling the efficient operation of transmission systems, provided that the intermediary does not alter the content of the transmission and does not interfere with the legitimate use of the technology, in accordance with recognised good market practice, to obtain data on the use of the information, and in general the purely technological processes of transmission.
2. The following uses of the work are lawful without the author's consent:

- a) The reproduction in any medium by a natural person for private use and without direct or indirect commercial purposes;
- b) the reproduction and the making available to the public by the media, for information purposes, of speeches, addresses and lectures given in public that do not fall within the categories provided for in Article 15, in extract or summary form;
- c) The regular selection of periodical press articles, in the form of a press review;
- d) The fixation, reproduction and public communication, by any means, of fragments of literary or artistic works, when their inclusion in news reports is justified by the information purpose pursued
- e) The reproduction, in whole or in part, of a work that has previously been made available to the public, provided that such reproduction is made by a library, archive or museum accessible to the public, a non-commercial documentation centre or a scientific or educational institution, and that such reproduction and the respective number of copies are not intended for the public, are limited to the needs of the activities of those institutions and are not for direct or indirect economic or commercial advantage, including acts of reproduction necessary for the preservation and archiving of any works
- f) The reproduction, distribution and public availability for teaching and educational purposes, of parts of a published work, provided that they are intended exclusively for the purposes of teaching in such establishments and do not aim at obtaining a direct or indirect economic or commercial advantage
- g) The insertion of quotations, short pieces, fragments or summaries of works by others, of whatever kind and nature, in support of one's own doctrines or for the purposes of criticism, discussion or teaching, and to the extent justified by the objective to be achieved
- h) The reproduction, public communication and making available to the public, for the benefit of persons with disabilities, of a work which is directly related to, and to the extent strictly required by, those specific disabilities, and provided that it is, directly or indirectly, for non-profit purposes, without prejudice to permitted use
- i) The performance and public communication of officially adopted patriotic hymns or songs and of works of an exclusively religious nature during acts of worship or religious practices
- j) The use of the work for publicity purposes in connection with the public exhibition or sale of artistic works, to the extent necessary to promote the event, to the exclusion of any other commercial use;

- k) The reproduction, communication to the public or making available to the public of articles of current affairs, of economic, political or religious discussion, of broadcast works or of other material of the same nature, if not expressly reserved;
 - l) The use of works for the purposes of public security or to ensure the proper conduct or reporting of administrative, parliamentary or judicial proceedings
 - m) The communication or making available to the public, for the purpose of research or personal study, to individual members of the public by dedicated terminals on the premises of libraries, museums, public archives and schools, of protected works not subject to purchase or licensing terms and which are part of their collections or holdings
 - n) The production made by non-profit institutions, such as hospitals and prisons, when transmitted by broadcast
 - o) The use of works, such as works of architecture or sculpture, made to be kept permanently in public places;
 - p) The use of a work related to the demonstration or repair of equipment;
 - q) The use of an artistic work in the form of a building, a drawing or plan of a building for the purpose of its reconstruction;
 - r) The use of the work in parodies, satires and pastiches;
 - s) The episodic inclusion of a work or other protected material in other material;
 - t) Reproduction in a single copy, for purposes of scientific or humanitarian interest only, of works not yet available in commerce or impossible to obtain, for the time necessary for its use.
- 3. The distribution of copies lawfully reproduced is also lawful to the extent justified by the purpose of the act of reproduction.
 - 4. The modes of exercise of the uses provided for in the preceding paragraphs must not affect the normal exploitation of the work, nor cause unjustified prejudice to the legitimate interests of the author.
 - 5. Any contractual clause that aims to eliminate or impede the normal exercise by the beneficiaries of the free uses set out in this Code is null and void, without prejudice to the possibility of the parties freely agreeing on the respective forms of exercise, namely as regards the amounts of equitable remuneration.

Article 130 Requirements

1. The works reproduced or quoted, in the cases of sub-paragraphs b), d), e), f) and g) of paragraph 2 of the previous article, must not be confused with the work of whoever uses them, nor may the reproduction or quotation be so extensive as to impair interest in those works.
2. Only the author has the right to assemble the works referred to in paragraph 2(b) of the preceding Article into a volume.

Article 131 Comments, annotations, lectures and polemics

1. The reproduction of third-party works without the authorisation of the author on the pretext of commenting or annotating them is not permitted, it being, however, licit to publish comments or annotations of one's own in a separate part with simple references to chapters, paragraphs or pages of the work of another.
2. 2. Authors who produce books or leaflets with their articles, letters or other polemic texts published in newspapers or magazines may also reproduce adverse texts, and the adversary or adversaries shall have the same right, even after publication by the former.
3. 3. Teachers' lectures may only be published by third parties with the authorization of the authors, even if they are presented as reports of the personal responsibility of the person publishing them.
4. If no specification is made, it is considered that the publication may only be intended for the use of students.

Section 132 Free use of computer programs

1. Whenever compatible, the free uses established in this Code shall apply to computer programmes, subject to the provisions of point 4 of Article 129.
2. Software may be used freely as an object of scientific research or teaching.
3. It shall be lawful to observe, study or test the functioning of a computer program, in order to determine the ideas and principles that underlie any of its elements, when any loading, display, execution, transmission or storage operation is carried out.
4. A person who purchases, subscribes to or otherwise obtains valid authorisation to use a computer program may lawfully load, display, run, transmit and store it in order to use it or to correct errors.

Article 133
Decompilation of computer programs

1. Decompilation of those parts of a computer program which are necessary for the interoperability of that program with other programs shall always be lawful where it is the indispensable means of obtaining the information necessary for such interoperability.
2. The licensee or any other person lawfully entitled to use the program or any person authorised by him shall be entitled to carry out the decompilation if the information is not already readily and rapidly available.
3. The information obtained shall not:
 - a) be used for an act which infringes copyright in the original program;
 - b) harm the normal exploitation of the original program or unreasonably prejudice the legitimate interests of the rightholder;
 - c) be communicated to others where it is not necessary for the interoperability of the independently created program.
4. The program created under (c) of the preceding paragraph may not be substantially similar in its expression to the original program.

Article 134
Legal option of translation

The legal right to use a work without the author's prior consent implies the right to translate or transform it in any way, to the extent required for such use.

Subsection II
Permitted uses

Article 135
Definitions

1. For the purposes of this Section, the following definitions apply.
 - a) "work or other material" means a work protected under this Code, published or lawfully made available to the public, in the form of a book, a periodical, a newspaper, a magazine, a computer program, or other types of writings or notations, including scores, as well as related illustrations, regardless of their medium, including in sound form, such as audiobooks, and in digital form;
 - b) "Beneficiary person" means a blind person or a person with a visual impairment that cannot be alleviated so as to provide substantially equivalent visual function to a person unaffected by that impairment, and who, to that extent, is unable to read

printed works to the same extent as a person unaffected by that impairment or a person who has a difficulty in perceiving or reading and is consequently unable to read printed works to the same extent as a person unaffected by such difficulty; or a person who is unable, because of a physical disability, to hold or handle a book or to fix or move his eyes in a way that permits reading;

- c) "copy in an accessible format" means a copy of a work or other subject-matter in an alternative medium or format which enables the beneficiary person to access the work or other subject-matter, in particular by allowing access to it as easily and comfortably as a person not affected by the disabilities or difficulties referred to in the previous subparagraph, including accessible formats such as Braille, large print, adapted digital books, audio books and broadcasting;
- d) "authorised entity" means an entity authorised or recognised to provide non-profit services to beneficiaries in the field of education, pedagogical training, adapted reading or access to information, including public institutions or non-profit organisations providing the same services to beneficiaries as part of one of their core activities, institutional obligations or as part of their public interest missions.

Article 136 **Permitted uses**

1. Uses of a work or other material, without the consent of the owner of the copyright and related right, for the benefit of a beneficiary person under the terms of this Article, are lawful, without any lucrative purpose.
2. The uses provided for in the preceding paragraph relate to acts of reproduction, broadcasting, communication to the public, including making them available to the public, distribution and public lending, provided that they are necessary for:
 - a) a beneficiary person or a person acting on his behalf makes a copy in accessible format of a work or other material to which he has legal access for the exclusive use thereof;
 - b) an authorised entity makes a copy in accessible format of a work or other subject-matter to which it has legal access or communicates, makes available, distributes or makes available on a public lending basis, on a non-profit basis, a copy in accessible format to the beneficiary person or other authorised entity for its exclusive use.
3. Each copy in accessible format must respect the integrity of the work or other subject-matter, taking into consideration the modifications necessary to make the work or other subject-matter available in an alternative format.
4. The exception and the modes of use provided for in this Article must not affect the normal exploitation of the work or other subject-matter or cause unjustified prejudice to the legitimate interests of the rightholder.

5. Any contractual term aimed at eliminating or preventing the normal exercise by the beneficiary of the uses provided for in this Article shall be null and void.

Article 137 **Authorised entities**

1. Authorised entities established in national territory that carry out the activities foreseen in paragraph b) of no. 2 of the previous article must guarantee, in their practices:
 - a) that the distribution, communication and making available of accessible format copies are made solely for the benefit of beneficiary persons or other authorised entities;
 - b) That appropriate measures are taken to discourage the reproduction, distribution, communication or making available to the public of unauthorised copies in accessible format;
 - c) Taking the necessary steps to ensure proper registration and correct use of the works or other subject-matter, as well as of their copies in accessible format;
 - d) Publishing and updating, on its website if appropriate, or through other channels, online or offline, information on how it complies with the obligations set out in the previous sub-paragraphs.
2. The authorised entities established in the national territory, which carry out the activities referred to in paragraph 2(b) of the previous article, must provide the following information, upon request and in an accessible form, to any beneficiary person, authorised entity or titleholder of the right:
 - a) The list of the works or other subject-matter of which they hold copies in accessible format and the formats available;
 - b) The name and contact details of the authorised entities with which they have exchanged accessible format copies in accordance with paragraph 2(b) of the previous article.

TITLE III **NEIGHBOURING RIGHTS**

CHAPTER I **ARTISTS**

Article 138 **Rights of artists**

1. The artist has the exclusive right to make or authorise, by himself or by his representatives:

- a) to broadcast, and to communicate to the public, by any means, his performance, except where the performance is itself already a broadcast performance or is made from a fixation;
 - b) the provision of services which have not been fixed;
 - c) direct or indirect, temporary or permanent reproduction by any means and in any form, in whole or in part, without his consent, of a fixation of his performances where the latter has not been authorised, where the reproduction is made for purposes other than those for which consent was given or where the first fixation was made pursuant to free use under the terms of this law but the respective reproduction is for purposes other than those provided for in that article;
 - d) the making available to the public, by wire or wireless means, of the performance thereof, in such a manner that it is accessible to any person from a place and at a time individually chosen by him or her.
2. Where an artist authorises a film or audiovisual or videographic producer or a broadcasting organisation to fix his performance for broadcasting purposes, he shall be deemed to have transferred his broadcasting and communication rights to the public, and shall retain the right to receive a single, equitable and non-transferable remuneration for all authorisations referred to in paragraph 1;
3. The non-transferable and equitable remuneration to be fixed pursuant to the preceding paragraph shall also cover the authorisation for further transmission, retransmission and commercialisation of fixations obtained for exclusive broadcasting purposes.

Article 139

Representation of artists

1. When several performers participate in the performance, their rights shall be exercised, in the absence of agreement, by the director of the ensemble.
2. Where there is no director or specified representative of the ensemble of performers:
- a) the actors shall be represented by the director;
 - b) The members of the orchestra or the members of the choir by their respective conductor or director;
 - c) The musical group by its oldest singer.

Article 140

Illegal use

Any use which distorts, mutilates or disfigures a performance, which distorts it in its purpose or which injures the artist in his honour or reputation, shall be considered illicit.

**CHAPTER II
PRODUCERS OF PHONOGRAMS AND VIDEOGRAMS**

**Article 141
Producer's rights**

1. The producer of the phonogram or videogram shall have the exclusive right to make or authorise, by himself or by his representatives
 - a) the direct or indirect, temporary or permanent reproduction, by any means and in any form, in whole or in part, of the phonogram or videogram
 - b) the distribution to the public of copies of the phonograms or videograms, the cinematographic exhibition of videograms as well as their import or export
 - c) the making available to the public, by wire or wireless means, of the phonograms or videograms to make them accessible to any person from a place and at a time chosen by him/her
 - d) any use of the phonogram or videogram in a different work
 - e) the communication to the public of phonograms and videograms, including broadcasting by any means and in any public place.
2. When a commercially published phonogram or videogram, or a reproduction thereof, is used by any form of public communication, the user has to pay, as consideration for the authorization provided for in paragraph 1 (e), a single equitable remuneration to be shared equally between the producer and the performers, unless otherwise agreed.

**CHAPTER III
BROADCASTERS**

**Article 142
Rights of Broadcasters**

The broadcasting organizations shall have the right to authorize or prohibit:

- a) (a) the transmission of their broadcasts by radio-electric waves
- b) (b) the fixing of their broadcasts whether or not transmitted by wire;
- c) (c) the reproduction of the fixation of its broadcasts when these have not been authorised or when the fixation is ephemeral and the reproduction is for purposes other than those for which it was made

- d) (d) the making available to the public of their broadcasts by wire or wireless means, including by cable or satellite, in such a way that they are accessible to any person from a place and at a time individually chosen by him or her;
- e) (e) The communication to the public of their broadcasts, where such communication is made in a public place with admission charges.

CHAPTER IV COMMON RULES

Article 143 Restriction of authors' rights

- 1. Related rights are independent among themselves and autonomous as regards copyright.
- 2. The provisions on the modes of exercise of copyright shall apply, *mutatis mutandis*, to the modes of exercise of related rights.

Article 144 Identification

- 1. In any disclosure of a performance, the name or pseudonym of the artist shall be indicated, even if abbreviated, unless otherwise agreed, or if the manner of use of the interpretation or performance requires that such indication be omitted.
- 2. Exception is made for sound and exclusively musical programmes without any form of voiceover and for cases, consecrated by common usage, in which the circumstances and needs of broadcasting lead to the omission of the indications of the author's name or pseudonym.
- 3. The artist is presumed to be the one whose name has been indicated as such in the authorized copies of the performance and in the respective wrapping or the one who is announced as such in any form of lawful use, representation or communication to the public.
- 4. 4. The holder of related rights over a broadcast is presumed to be the one whose name or denomination has been indicated as such in the respective broadcast, according to the established usage.
- 5. Phonograms and videograms shall bear, directly printed or affixed to labels, whenever their nature permits, the title of the work or the manner of identifying it, as well as the author's name or any other identification mark, in conformity with the best practices established by the international industry.

Article 145
Unrestricted use

1. The protection granted in this title does not cover:
 - a) private use;
 - b) extracts from a performance, phonogram, videogram or broadcast, provided that the use of such extracts is justified for the purposes of information or criticism or any other purpose authorised by the quotations or summaries referred to in Article 129 (2) (g);
 - c) The use for exclusively scientific or pedagogical purposes;
 - d) ephemeral fixations by broadcasting organisations
 - e) Fixations or reproductions made by public entities or concessionaires of public services for some exceptional interest of documentation or for archives of recognized historical or cultural interest.
2. The norms regarding free use provided for in copyright law are applicable to related rights in everything that is compatible with the nature of these rights.

Article 146
Duration of related rights

1. Related rights shall expire at the end of a period of 50 years:
 - a) after the performance or representation by the artist;
 - b) after the first fixation, by the producer, of the phonogram, videogram or film;
 - c) After the first broadcast by the broadcasting organisation, whether the broadcast is transmitted by wire or over the air, including cable or satellite.
2. If, during the period referred to in the preceding paragraph, the protected videogram or film is the object of publication or lawful communication to the public, the term of expiry of the right is 50 years, after the date of the first publication or the first communication to the public, whichever occurs first.
3. If a fixation of the performance of the performer in a phonogram is the subject of a lawful publication or lawful communication to the public within the period referred to in paragraph 1, the term of expiry of the right shall be 50 years after the date of the first such publication or the first such communication to the public, whichever is the earlier.
4. The provisions of Article 125 shall apply to the entities referred to in paragraph 1 of this Article.
5. The rules on the duration of copyright shall apply to related rights, with the necessary adaptations.

**TITLE IV
ENFORCEMENT**

**CHAPTER I
CRIMINAL PROCEEDINGS**

**Article 147
Counterfeiting**

1. Any person who, without the authorisation of the author or the artist, the phonogram and videogram producer or the broadcasting organisation, uses a work or performance in any of the ways provided for in this Code, shall commit a crime of counterfeiting.
2. Also commits the crime of counterfeiting:
 - a) Whoever abusively discloses or publishes a work not yet disclosed or published by its author or not intended for disclosure or publication, even if he presents it as belonging to the respective author, whether or not he intends to obtain any economic advantage;
 - b) Who collects or compiles published or unpublished works without the author's authorization;
 - c) Who, being authorised to use a work, performance of an artist, phonogram, videogram or broadcast, exceeds the limits of the authorisation granted, except in the cases expressly provided for in this Code.
3. The author or holder of related rights who, having transmitted, totally or partially, the respective rights or having authorised the use of his work by any of the means provided for in this Code, uses it, directly or indirectly, infringing the rights attributed to another person, shall commit the crime of counterfeiting.
4. The crimes provided for in the previous paragraphs are punishable with a prison sentence of up to three years or with a fine of 150 to 250 days, both of which are doubled in case of recidivism, if the fact constituting the infraction does not typify a crime punishable with a more serious penalty.
5. Negligence shall be punishable by a fine of between 50 and 150 days.
6. In case of recidivism there shall be no suspension of the penalty.

**Article 148
Misappropriation**

1. The crime of usurpation is committed by whoever uses, as his or her own creation or performance, a work, performance by an artist, phonogram, videogram or broadcast that is a mere total or partial reproduction of another's work or performance, disclosed or not disclosed, or is similar in such a way that it has no individuality of its own.

2. If the use referred to in the preceding paragraph represents only a part or fraction of the work or performance, only that part or fraction shall be considered as usurpation.
3. For there to be usurpation it is not essential that the use be made by the same process as the original, with the same dimensions or in the same format.
4. Usurpation does not include:
 - a) similarity between translations, duly authorised, of the same work or between photographs, drawings, engravings or other form of representation of the same object, if, despite the similarities arising from the identity of the object, each of the works has its own individuality;
 - b) The reproduction by photography or engraving done only for the purpose of documentation of artistic criticism.
5. The crime provided for in this article is punishable by a prison sentence of up to three years or a fine of 150 to 250 days, both of which are doubled in case of recidivism, if the fact constituting the offence does not typify a crime punishable with a more serious penalty.
6. Negligence is punishable by a fine of 50 to 150 days.
7. In case of recidivism there is no suspension of the penalty.

Article 149
Violation of the moral right

1. A penalty of imprisonment for up to three years or a fine of 150 to 250 days, both of which shall be doubled in case of recidivism, shall be punished if the fact constituting the infraction does not typify a crime punishable with a more serious penalty:
 - a) Whoever plagiarises or claims authorship of a work or performance which he knows does not belong to him;
 - b) Whoever attempts to counteract the integrity or integrity of the work or performance by committing an act that distorts it and may affect the honour or reputation of the author or artist.
2. Negligence is punishable by a fine of 50 to 150 days.
3. In case of recidivism, there is no suspension of the penalty.

Article 150
Making use of a counterfeit or usurped work

1. Whoever sells, offers for sale, imports, exports or distributes in any way to the public a usurped or counterfeit work or an unauthorised copy of a phonogram or videogram,

whether the respective copies were produced in the country or abroad, will be punished with a prison sentence of up to three years or a fine of 150 to 250 days, both of which will be doubled in case of recidivism, if the fact constituting the infraction does not typify a crime punishable with a more serious penalty.

2. Negligence is punishable by a fine of up to 50 days.
3. In case of recidivism, there shall be no suspension of the penalty.

Article 151 Criminal Procedure

1. The criminal procedure regarding the crimes provided for in this Code depends on the victim's complaint.
2. In the case of works in the public domain, the complaint must be filed by the State entity that protects the author's rights.

Article 152 Seizure and forfeiture of things related to the commission of the crime

1. Copies or copies of usurped or counterfeited works are always seized, whatever the nature of the work and whatever the form of violation, as well as the respective material wrappings, machines or other instruments or documents suspected of having been used or intended for the commission of the infraction.
2. In cases of flagrant offence, the police and administrative authorities shall be competent to carry out the seizure.
3. The sentence judging on the merits of the legal action shall declare lost in favour of the State the goods that have served or were directly intended to serve for the commission of an offence or were produced by it, and copies or copies shall be destroyed, without any right to compensation.
4. In applying these measures, the court shall take into account the legitimate interests of third parties, in particular consumers.
5. The court, considering the nature and quality of the goods declared forfeited to the State, may assign them to public or private non-profit entities, if the injured party gives his express consent to that effect.
6. The court may also impose on the infringer, or the intermediary whose services are being used by the infringer, a measure aimed at inhibiting the continuation of the infringement found, namely the temporary prohibition of the exercise of certain activities or professions, the deprivation of the right to participate in fairs or markets or the temporary or definitive closure of the establishment.

7. In an order to cease an unlawful activity, the court may impose a periodic penalty payment to ensure its implementation.

Article 153

Special rules in the event of infringement of moral rights

1. If only the authorship of the work is claimed, the court may, on application by the author, instead of ordering the destruction, order the return of the copies seized to the author, provided that it appears possible, by adding or substituting indications relating to their authorship, to ensure or guarantee that authorship.
2. Where the author maintains the integrity of the work, the court may, instead of ordering the destruction of copies which are distorted, mutilated or otherwise modified, on application by the author, order the return of such copies to the author if it is possible to restore their original form.

Article 154

Liability

The civil liability arising from the violation of the rights provided for in this Code is independent from the criminal proceedings to which it gives rise, although it may be exercised together with the criminal action.

CHAPTER II

MISDEMEANOUR PROTECTION

Article 155

Administrative Offences

1. Failure to comply with the provisions of Article 60(5), Article 80, Article 88(1), Articles 94 and 106, Article 108(3), Article 115 and, not exempting the indication of the artist's name or pseudonym, Article 144(1) constitutes a punishable administrative infraction punishable by a fine of US\$ 150 to US\$ 1500.
2. Negligence shall be punishable.
3. The publication of the conviction may be ordered and the provisions of Article 167 shall apply mutatis mutandis.

Article 156
Regime of administrative offences

1. The fine shall be determined in accordance with the seriousness of the administrative offence, the concrete illicitness of the fact and the culpability of the offender, taking into account his or her previous conduct as well as the respective economic situation.
2. The processing of administrative offences and application of fines falls within the competence of the State entity that protects copyright.
3. When fines imposed in administrative offence proceedings are not paid voluntarily, they may be collected coercively.
4. The administrative offence procedure is extinguished by prescription as soon as one year has elapsed since the commission of the offence.
5. The statute of limitations for the administrative offence procedure shall be interrupted:
 - a. With the communication to the accused of the orders, decisions or measures issued or taken against him/her;
 - b. With the completion of any evidentiary requirements;
 - c. With the request for assistance to the police authorities or any administrative authority;
 - d. With the notification for the fulfilment of the duty to hear the accused or with the exercise of that right;
 - e. With the decision of the administrative authority that applies the fines.
6. In cases of concurrent criminal and administrative offence proceedings, the interruption of the statute of limitations for the criminal proceedings determines the interruption of the statute of limitations for the administrative offence proceedings.
7. The appeal against the decision that applies a fine of less than US\$ 400 has no suspensive effect.
8. The amount of fines imposed for administrative offences reverts to the Treasury.

Article 157
Administrative precautionary measures

Without prejudice to the injunctions provided for in the procedural law, the holder of a copyright or related rights may request the police and administrative authorities of the place

where the infringement of his or her right is verified to suspend immediately any representation, recitation, performance or any other form of exhibition of the protected work that is taking place without due authorisation and, cumulatively, request the seizure of all revenues.

CHAPTER III TUTELACIVIL TUTELE

Article 158 Measures for preservation of evidence

1. Whenever there is a violation or a well-founded fear that someone else will cause serious injury, difficult to repair, to the copyright or related rights, the interested party may request urgent and effective provisional measures aiming at preserving evidence of the alleged violation.
2. Measures to preserve evidence may include the detailed description, with or without the taking of samples, or the actual seizure of goods suspected of infringing copyright or related rights and, where appropriate, of materials and implements used in the production or distribution of such goods, as well as documents relating thereto.

Article 159 Procedure and contradictory procedure

1. Where any delay in the application of the measures would cause irreparable harm to the applicant, or where there is a serious risk of destruction or concealment of evidence, the measures provided for in the previous Article may be applied without a prior hearing of the respondent.
2. Where the measures to preserve evidence are applied without a prior hearing of the requested party, the requested party shall be notified forthwith.
3. Following the notification provided for in the previous paragraph, the respondent may request, within 10 days, a review of the measures applied, producing evidence and alleging facts not taken into account by the court.
4. After hearing the respondent, the court may determine the modification, revocation or confirmation of the measures applied.

Article 160 Obligation to provide information

1. The holder of a copyright or related right, or his authorised representative, may request the provision of detailed information concerning the origin and distribution networks of the goods or services in which the infringement of copyright or related rights has taken place, in particular:

- a) the names and addresses of the producers, manufacturers, distributors, suppliers and other previous possessors of such goods or services, as well as the receiving wholesalers and retailers;
 - b) information on quantities produced, manufactured, delivered, received or ordered, as well as the price obtained for the goods or services.
2. The provision of the information provided for in this article may be ordered from the alleged infringer, or from any person who:
 - a) Has been found in possession of the goods or using or providing the services, on a commercial scale, which are suspected to infringe copyright or related rights
 - b) (b) was indicated by a person referred to in sub-paragraph (a) above as having participated in the production, manufacture or distribution of the goods or in the provision of the services suspected of infringing a copyright or related right.
3. The provisions of this Article do not prejudice the application of other legal or regulatory provisions that, namely:
 - a) confer on the applicant the right to more extensive information;
 - b) Regulate its use in civil or criminal proceedings;
 - c) Regulate the responsibility for abuse of the right to information;
 - d) Grant the right to refrain from making statements that may compel any of the persons referred to in paragraph 2 to admit their own participation or that of close relatives;
 - e) Which confer the right to invoke professional secrecy, the protection of confidentiality of information sources or the legal protection of personal data.

Article 161 **Interim measures**

1. Where there is infringement or a justified fear that someone else may cause serious and difficult to repair injury to the copyright or related rights, the court may, at the request of the applicant, order appropriate measures to:
 - a. inhibit any imminent infringement; or
 - b. prohibit the continuation of the infringement.
2. The court may require the applicant to provide evidence to demonstrate that he is the owner of copyright or related rights or is authorised to use them and that infringement is occurring or imminent.
3. The measures provided for in paragraph 1 may also be ordered against any intermediary whose services are being used by a third party to infringe a copyright or related right.
4. The court may, either of its own motion or on application by the applicant, order a periodic penalty payment to ensure compliance with the measures referred to in paragraph 1.

5. At the request of the respondent, the measures referred to in paragraph 1 may, within a period of ten days, be replaced by security, where such security, after hearing the applicant, is adequate to ensure compensation of the right holder.
6. When determining the measures provided for in this article, the court shall take into consideration the nature of the copyright or related rights, safeguarding, inter alia, the possibility for the holder to continue to exploit his rights without any restriction.

Article 162

Arrest

1. In case of actual or imminent infringement on a commercial scale, and whenever the interested party proves the existence of circumstances susceptible of compromising the collection of compensation for damages, the court may order the seizure of the movable and immovable property of the alleged infringer, including the balances of his bank accounts, and the judge may order the communication of or access to banking or commercial data and information pertaining to the infringer.
2. Whenever there is an actual or imminent infringement of copyright or related rights, the court may, at the request of the interested party, order the seizure of the goods that it suspects of infringing those rights, as well as of the instruments essentially used in the commission of the illicit act.
3. For the purposes of the provisions of the preceding paragraphs, the court shall require the applicant to provide any reasonably available evidence to show that he is the owner of the copyright or related right or is authorised to use it and that an infringement has occurred or is imminent.

Article 163

Liability of the applicant

1. Application of the measures to preserve evidence may be made conditional on the lodging by the applicant of security or any other guarantee intended to ensure compensation as provided for in paragraph 3.
2. In fixing the amount of the security, the economic capacity of the applicant shall be taken into account, among other relevant factors.
3. Where the measure to preserve evidence applied is deemed unjustified or ceases to have effect for reasons attributable to the applicant, as well as in cases where it is established that there has been no infringement of copyright or related rights, the court may order the applicant, at the request of the requested party, to pay appropriate compensation to remedy any damage caused by the application of the measures.

Article 164
Ancillary sanctions

1. Without prejudice to the determination of compensation for damages, the court decision on the merits shall, at the request of the injured party and at the expense of the infringer, determine measures relating to the destination of assets in which there has been an infringement of copyright or related rights.
2. The measures provided for in the preceding paragraph must be appropriate, necessary and proportional to the gravity of the infringement and may include destruction, withdrawal or definitive exclusion from commercial channels, without awarding any compensation to the infringer.

Article 165
Injunctions

1. The court decision of merit may also impose a measure on the infringer in order to inhibit the continuation of the established infringement.
2. The measures provided for in the previous number may comprise:
 - a) the temporary interdiction of the exercise of certain activities or professions;
 - b) The deprivation of the right to participate in fairs and markets;
 - c) Temporary or definitive closure of the establishment.
3. The court may, of its own motion or at the request of the applicant, order a penalty payment to ensure the execution of the measures provided for in this article.
4. The provisions of this article shall apply to any intermediary whose services are being used by a third party to infringe a copyright or related right.

Article 166
Compensation

1. Whoever unlawfully infringes the copyright or related rights of another shall be liable to compensate the injured party for the losses and damages resulting from the infringement.
2. In determining the amount of damages, both pecuniary and non-pecuniary, the court shall take into consideration the profit made by the infringer, the loss of profit and emerging damages suffered by the injured party and the costs incurred by the latter in protecting the copyright or related rights, as well as the investigation and termination of the conduct infringing his or her right.
3. In order to calculate the compensation due to the injured party, the importance of the revenue resulting from the illicit conduct of the infringer shall be taken into account, namely the show or shows illicitly staged.

4. The court shall also take into consideration the non-material damage caused by the conduct of the infringer, as well as the circumstances of the infringement, the seriousness of the injury suffered and the extent of the illicit dissemination of the work or performance.
5. In the impossibility of fixing, under the terms of the preceding paragraphs, the amount of the damage effectively suffered by the injured party, and provided that the latter does not object, the court may, alternatively, establish a fixed amount by recourse to equity, which shall be based, at least, on the remunerations that would have been received if the infringer had requested authorisation to use the rights in question and the expenses incurred by the latter with the protection of the copyright or related rights, as well as with the investigation and termination of the conduct harmful to its right.

Article 167 **Publicity of judicial decisions**

1. Upon application by the defendant and at the expense of the infringer, the court may order the publication of the final decision.
2. The publicity provided for in the preceding paragraph may be made through disclosure in any media deemed to be appropriate.
3. The publication shall be made by means of an extract, containing the elements of the sentence and of the conviction, as well as the identification of the agents.

TITLE V **TECHNICAL PROTECTION MEASURES AND ELECTRONIC RIGHTS** **MANAGEMENT INFORMATION**

Article 168 **Protection of technological measures**

1. The owners of copyright and related rights are ensured legal protection, under the terms provided for in this Code, against the neutralisation of any effective technological measure.
2. Technological measures are considered effective when the use of the protected work, performance or production is controlled by the rights holders through application of access control or a protection process such as, among others, encryption, scrambling or other transformation of the protected work, performance or production, or a copy control mechanism, which guarantees the achievement of the protection objective.
3. The application of technological access control measures is defined on a voluntary and optional basis by the holder of the reproduction rights to the work, as long as this is expressly authorised by its intellectual creator.

Article 169
Criminal Enforcement of Technological Measures

1. Whoever, not being authorized, neutralizes any effective technological measure, knowing it or having reasonable grounds to know it, shall be punished by a term of imprisonment of up to one year or a fine of up to 100 days.
2. Attempt is punishable by a fine of up to 25 days.

Article 170
Preparatory Acts

Any person who, without authorisation, manufactures, imports, distributes, sells, rents, advertises for sale or rents, or has possession for commercial purposes of devices, products or components, or provides services that:

- a) Are promoted, advertised or marketed to circumvent the protection of an effective technological measure;
- b) Have only a limited commercial purpose or use beyond circumvention of the protection of the effective technological measure;
- c) (c) are primarily designed, produced, adapted or performed for the purpose of enabling or facilitating the circumvention of the protection of an effective technological measure.

Article 171
Limitations on the protection of technological measures

1. Effective technological measures shall not constitute an obstacle to the normal exercise by the beneficiaries of the free uses in their direct interest.
2. The provision in the previous number does not prevent rights holders from applying effective technological measures to limit the number of authorised reproductions regarding private use.

Article 172
Information for the electronic management of rights

1. Legal protection is ensured, under the terms provided for in this Code, to the holders of copyright and related rights, with the exception of computer programmes, against the infringement of intellectual property rights in relation to information for the electronic management of rights.
2. Legal protection shall apply to all information for the electronic management of rights present in the original or copies of protected works, performances and productions or in the context of any communication to the public.

Article 173
Criminal sanction for electronic rights management

1. Any person who, while not authorised, intentionally, knowingly, or with reasonable grounds to know, commits any of the following acts, shall be punished by a maximum imprisonment of one year or a fine of up to 100 days:
 - a) suppresses or alters any information for electronic rights management;
 - b) Distribute, import for distribution, broadcast, communicate or make available to the public protected works, performances or productions from which electronic rights management information has been removed or altered without authority, knowing that in any of the situations indicated he or she is causing, enabling, facilitating or concealing the infringement of intellectual property rights.
2. An infringement is punishable by a fine of up to 25 days.

Article 174
Seizure and confiscation

1. For the crimes provided for in this Title, the following accessory penalties may be applied:
 - a) The confiscation of the instruments used in the commission of the crimes, including the illicit profit obtained;
 - b) The destruction, and, if necessary, destruction of instruments, devices, products and services the sole use of which serves to facilitate the unauthorised suppression or neutralisation of effective technological measures, or which permits the unauthorised suppression or modification of information for the electronic management of rights.
2. The destination of the seized goods shall be fixed in the final judgment.

Article 175
Civil liability

The civil liability arising from the violation of the rights provided for in the previous articles is independent from the criminal proceedings to which it gives rise, although it may be exercised in conjunction with criminal proceedings.

TITLE VI
FINAL PROVISIONS

Article 176
Entry into Force

The present Law shall enter into force 180 days after the date of its publication.

Approved on 29 November 2022.

The President of the National Parliament,
Aniceto Longuinhos Guterres Lopes

Promulgated on 20 December 2022.
To be published.

The President of the Republic,
José Ramos-Horta
