

**618/2003 Coll.**

**ACT**  
of 4 December 2003

**on copyright and rights related to copyright (Copyright Act)**

Amendment: 84/2007 Coll.  
Amendment: 220/2007 Coll.  
Amendment: 453/2008 Coll.

The National Council of the Slovak Republic adopted a resolution regarding this Act:

**PART ONE**

**INTRODUCTORY PROVISIONS**

Section 1

**Subject of Regulation**

This Act regulates the relations arising in connection with the creation and use of a literary work and other artistic work and scientific work, artistic performance, with the production and use of phonograms, audiovisual recording, with broadcasting and use of radio broadcasting and television broadcasting (hereinafter referred to as "broadcasting") and in connection with the creation and use of a database so that the rights and lawful interests of an author, artistic performer, producer of phonograms, audiovisual recording producer, radio broadcaster and television broadcaster (hereinafter referred to as "broadcaster") and a maker of a database are protected. The Act further regulates collective rights management pursuant to this Act.

**Applicability of Act**

Section 2

- (1) The provisions of this Act shall apply to a work
- a) of an author who is a citizen of the Slovak Republic (hereinafter referred to as "citizen of the Slovak Republic") or has permanent residence in its territory, or
  - b) released in the Slovak Republic irrespective of nationality or permanent residence of its author.

(2) The provisions of this Act also apply to a work protected in the Slovak Republic pursuant to international treaties or agreements, by which the Slovak Republic is bound and which were promulgated in a manner stipulated in a special law.

(3) To a work of visual arts of an author, who is not a citizen of the Slovak Republic, provisions of this Act on remuneration in the case of resale of the original work of visual arts shall apply exclusively if mutuality on the basis of international treaties or agreements by which the Slovak Republic is bound and which were promulgated in a manner stipulated in a special law, is ensured.

(4) The term of copyright in case of a work of a citizen of another country must not be longer than it is in the country of the work origin.

### Section 3

(1) The provisions of this Act shall apply to an artistic performance of an artistic performer, who

a) is a citizen of the Slovak Republic;

b) is not a citizen of the Slovak Republic, if

1. the artistic performance was performed in the territory of the Slovak Republic;

2. the artistic performance forms a part of the phonogram protected pursuant to this Act, or

3. the artistic performance was not fixed as a phonogram, but it was communicated to the public by broadcasting that is protected pursuant to this Act.

(2) The provisions of this Act shall apply to a phonogram and an audiovisual recording

a) of a producer of phonograms and an audiovisual recording producer who is a citizen of the Slovak Republic or who has permanent residence or registered office in its territory;

b) fixed in the Slovak Republic, or

c) released in the Slovak Republic.

(3) The provisions of this Act shall apply to broadcasting

a) of a broadcaster, if he has its permanent residence or registered office in the territory of the Slovak Republic, or

b) carried out by a broadcaster from a place in the territory of the Slovak Republic.

### Section 4

The provisions of this Act shall apply to

a) a publisher of a work not released in the past, who is a citizen of the Slovak Republic or who has permanent residence or registered office in its territory;

b) an artistic performer, a producer of phonograms, an audiovisual recording producer, a broadcaster or a publisher of a work not released in the past, which is protected accord-

ing to international treaties or agreements by which the Slovak Republic is bound, and if such treaties and agreements do not exist, if mutuality is ensured,

c) a maker of a database, who is a citizen of the Slovak Republic or who has permanent residence or registered office in its territory.

## Section 5

### **Specification of certain terms**

(1) Architectural work is the most general architectural depiction of a creative idea of an author, especially pictorial representation and plastic representation of an architectural design of a building or town design, and also a work of garden architecture, interior and stage architecture and a work of building design.

(2) Audiovisual work is a work perceivable through technical engineering equipment as a sequence of connected pictures, whether accompanied with a sound or not, if the work is meant to be performed in public; the original of an audiovisual work is the first audiovisual recording of this work designated to be performed in public. The co-authors of this work are especially considered the head director, scriptwriter, dialogues author and author of music which was especially created for this work.

(3) Work of applied arts is a work which is art with utility functions or that is incorporated into a utility object regardless of the fact whether it was made by hand, industrially or by any other technological procedure.

(4) Database is a collection of independent works, data or other materials systematically or methodically arranged and individually accessible by electronic or other devices. The computer program used for the creation or operation of the database accessible by electronic devices shall not be deemed to be a database.

(5) Photographic work is a recording of light or other radiation on a medium on which a picture is created regardless the manner of making the recording; a picture from audiovisual work shall not be deemed to be a photographic work, but is considered to be a part of an audiovisual work.

(6) Cable retransmission of work by cable is the present, unchanged and complete communication to the public of work broadcasted by means of cable or micro-wave system carried out by a person other than the original broadcaster.

(7) Rental of original work or its copy is the temporary assignment of the original work or its copy implemented in order to acquire direct or indirect property benefit.

(8) Computer program is a set of orders and instructions used directly or indirectly in a computer. Commands and instructions may be written or expressed in source code or computer operating code. The background records necessary for its development shall form an integral part of the computer program; if it fulfils conceptual features of a

work (S. 7 par. 1), it is protected as a literary work.

(9) Reprographic equipment or other technical engineering equipment is equipment which uses electromagnetic radiation for producing reproductions, or is producing reproductions in an alternative method. It is especially a copying device, scanner, fax and hard disk built into a personal computer.

(10) Distribution of original work or its copy is manipulation with the object through which the work is expressed; public distribution includes rental, lending, sale or other form of transfer of the title to the original work or its copy.

(11) Making available to the public is a communication to the public of a work in a manner enabling an individual to have access to the work from a place and at a time of the individual's discretion.

(12) School work is a work created by a pupil or student as a part of his school or educational assignments ensuing from his legal relationship with the grammar school, secondary school, university/institution of higher education or interest or educational establishment (hereinafter referred to as "school").

(13) A performance of an artistic work is an exhibition, a recitation or reading or other creative performance of a work of arts or a work of traditional folk culture by singing, performance, recitation, dance or other manner of making available to the public.

(14) Communication to the public is the result of the dissemination or presenting of work with any technical facilities designated for diffusion of sound or sounds and of images simultaneously, or of their expression by means of radio or television for reception so that this work can be perceived by persons at places where it would not be possible to perceive them without this communication; communication to the public shall also mean cable retransmission, broadcasting and making available to the public.

(15) Public performance is

- a) recitation, theatre play, dance or any other manner of exhibition a literary work, artistic work or a work of traditional folk culture by an artistic performer in public,
- b) presentation of images of an audiovisual recording in sequence and the parallel presentation of sounds accompanying these images; such presentation of an audiovisual recording shall not be deemed to be communication to the public.

(16) Public exhibition is the presentation of original work or its copy in public, directly or indirectly by means of picture slides, television image or in similar manner on a screen; in case of audiovisual work – the presentation of individually abstracted images without any succession in public.

(17) Making copies of work is the transfer of a work or part thereof onto another material foundation directly from the original work or indirectly from its copy, on a temporary or continuous basis, namely by any means and in any form; a copy of a work can

especially be made in the form of a printed, photographic, sound or audiovisual reproduction, of an erection of an architectural work or in the form of another three-dimensional reproduction, or in an electronic form including its analogue and digital expression.

(18) Performing artist is a singer, musician, actor, dancer and other person who sings, acts, presents, recites or otherwise performs a literary work, artistic work or a work of traditional folk culture.

(19) Lending of the original work or its copy is making the original work or its copy available through an establishment which is accessible to the public not for the purpose of direct or indirect property benefit for a limited period of time for use.

(20) Audiovisual recording producer or producer of phonogram is the natural person or legal entity who has initiated or provided for its final making; the producer of the original audiovisual work is the producer of the audiovisual recording of this work.

(21) Broadcasting is communication to the public carried out by the broadcaster, namely also in the case the broadcasting is technically provided by another person under command of the original broadcaster and the original broadcaster responsibility, including communication to the public by means of satellite. <sup>1)</sup>

(22) Employee work is a work created by the author in fulfilling his duties resulting from the employment, service or civil service relation to the employer or from an employment relationship between a cooperative and its member.

(23) Maker of a database is the natural person or legal entity, at the suggestion, account and responsibility of who the database was made.

(24) Audiovisual recording is a recording of both sounds and images, which are perceivable both by hearing and eye sight, regardless of the manner of recording and the medium at which these sounds and images are recorded.

(25) Phonogram is a fixation of sounds, which are perceivable by hearing, regardless of the manner of recording and the medium at which these sounds are recorded; the phonogram contained in the audiovisual recording shall not be deemed to be a phonogram.

## **PART TWO**

### **COPYRIGHT**

#### **Section 6**

##### **Author**

(1) The author is a natural person who has created the work.

(2) The author of a collection in its entirety is a natural person who has selected the components or arranged them; this shall not prejudice the rights of the authors of the works selected and arranged in the collection.

## Section 7

### **Work**

(1) The subject matter of copyright shall be a literary work or other work of arts and a scientific work which are the unique outcome of the creative activity of the author, especially

- a) a literary work and computer program,
- b) a literary work expressed by speech, a presentation or otherwise, especially exhibition and lecture,
- c) a theatrical work, especially a dramatic work, a dramatico-musical work, a pantomimic work and a choreographic work, and also other work created for the purpose of its releasing,
- d) a musical work with text or without text,
- e) an audiovisual work like, especially cinematographic work,
- f) a painting, a drawing, a graphic design, an illustration, a sculptural work and other work of fine arts,
- g) a photographical work,
- h) an architectural work, especially a work of architecture and town-planning work, a landscape work and an interior-architectural work and a building design work,
- i) a work of applied arts,
- j) a cartographic work in analogue or other form. <sup>1a)</sup>

(2) The subject matter of copyright is also the work of a collection, especially an anniversary volume, journal, encyclopaedia, anthology, broadcast programme, exhibition, or other database, which is a collection of independent works or other elements that by reason of their selection and of the arrangement of the contents constitute a unique outcome of the creative activity of the author, is a work of collection.

(3) Protection pursuant to this Act shall not apply to

- a) idea, manner, system, method, concept, principle, discovery or information that has

been expressed, described, explained, depicted or incorporated in the work;

b) a text of legal regulation, official decision, public charter, publicly accessible register, official records, Slovak technical norm including a draft documentation thereof and translation of such works, daily reports and a speech and address presented during official proceedings; the copyright governing the issuance of such speech and addresses and the use of such works in a collection remains unaffected.

## Section 8

### **Co-Authors' Work**

Co-authors' work is a work, which is the unique outcome of the creative activity of two or more authors as one exclusive work to which rights are pertaining to all of the authors jointly and severally.

## Section 9

### **Joint Works**

Joining of two or more independent works is subject to the approval of the co-authors, namely for the agreed upon purpose; the authors dispose of joint works together. The rights of authors to dispose of works joined in a different manner as within the respective joining shall remain unaffected.

## Section 10

### **Collective Work**

(1) A collective work is a work which was created with the participation of the collective activity of two or more authors who gave their consent to their own unique outcome of the creative activity when creating the work under the management of a natural person or legal entity, who

a) initiated the creation of this work, and

b) directed and provided for the process of the work creation.

(2) Regulations governing a collective work shall reasonably be applied to an employee work (S. 50); the above shall also apply if the work was in full or partially created on the basis of a contract on the creation of work (S. 39) concluded between the author and natural person or legal entity pursuant to par. 1.

(3) repealed from 1 March 2007.

## Section 11

### **Alteration and Translation of Work**

(1) The subject matter of copyright is also a new original work, which is the outcome of the creative alteration of another work.

(2) Translation of work into another language and a adaptation of work shall also be the subject matter of copyright.

## Section 12

### **Anonymous and pseudonymous work**

(1) The anonymous work is a work that has been made released without the indication of name and surname (hereinafter referred to as "name") of the author; the identity of the author must not be revealed without the consent of the author.

(2) The pseudonymous work is a work that was released under a code name; the identity of the author must not be revealed without the consent of the author.

(3) Until such time when the author publicly reveals his identity, exclusively the person who published the work in a justified manner for the first time and, if the work was not published, the person who released the work may file a claim in the copyright in the work. The public declaration of the author shall not be necessary if his real name is commonly known.

## Section 13

### **The releasing and publication of work**

(1) A work is released on the day of its first public performance, public presentation, publishing or by other manner of making available to the public.

(2) A work is published on the day when authorised public distribution of its reproductions commenced.

## Section 14

### **Country of origin of work**

- (1) For the country of work origin is deemed to be
- a) in the case of not issued work, the country of which the author is a citizen,
  - b) in the case of issued work, the country where the work was rightfully published for the first time.



(2) A work published in another country is regarded as being published in the Slovak Republic, if it was published in the Slovak Republic within the time period of 30 days from the day of its publishing in another country.

## Section 15

### **Origin of copyright in a work**

(1) The copyright in a work shall commence at the moment when the work is expressed in any objectively perceivable form, regardless of its format, contents, quality, purpose or form of its expression.

(2) The copyright applies to completed work, its individual development phases and parts, including the name of the work and names of characters, if they fulfil conceptual characteristics of the work.

## Section 16

### **Content of copyright**

The copyright shall include exclusive moral rights (hereinafter referred to as “moral rights”) and exclusive economic rights (hereinafter referred to as “economic rights”).

## Section 17

### **Moral rights**

- (1) The author shall have the right
- a) to label his work with his name or pseudonym and to request that his name or pseudonym is given in all reproductions of his work in the proper manner during every use of the work in public, namely according to the manner of use,
  - b) not to label his work with his name or pseudonym,
  - c) to decide about making his releasing his work,
  - d) to the inviolability of his work, especially to protection against any unauthorised alteration of, or other intervention into his work, and also against any defamatory manipulation with his work, which would result in violation of his dignity and good reputation. If not ensuing otherwise from the nature of the work or of its utilisation, the author shall have the right of author’s supervision (author’s alteration) over the manipulation with his work; in the case of architectural work, the author’s supervision is the supervision over the building construction.

(2) The author can not waive his rights pursuant to par. 1; these rights are not transferable and shall terminate by the death of the author.

(3) After the death of the author no other person may assume authorship of the work; the work may be used only in a manner which does not depreciate its value and, if the work is not an anonymous work, the name of the author or his pseudonym must be indicated. Protection may be claimed by any of the author's kin<sup>2)</sup>, they shall maintain this authorisation even after the passage of the term of economic rights to the work. Such protection may also be claimed by the authors' association, professional chamber and by the relevant collective management organization.

## Section 18

### **Economic rights**

(1) The author shall have the right to use his work.

(2) The author shall have the right to grant authorisation to every use of his work, especially

a) to make a reproduction of the work,

b) to distribute an original work or its copy to the public by sale or other forms of assignment of title,

c) to distribute an original work or its copy to the public by rental or lending,

d) alteration, translation and adaptation of work,

e) inclusion of the work into a work of collection,

f) public exhibition, presentation of the work,

g) public performance of the work,

h) communication of the work to the public.

(3) The rights pursuant to par. 1 and 2 granted by the author pursuant to par. 2 do not expire; the author is only obliged to allow the use of the work by another person in the range of the granted consent.

(4) Other persons may use the work without the consent of the author only in cases stipulated in this Act.

(5) The rights pursuant to par. 1 and 2 are not transferable, rights may not be waived by the author, and such rights are neither subject to the execution of a judicial ruling nor to seizure conducted according to special regulations; the above shall not apply to claims arisen from economic rights.

(6) The rights pursuant to par. 1 and 2 are the subject of inheritance. The provisions of this Act concerning the author shall also apply to his heirs, if not their nature indicates otherwise. If the co-author does not have heirs, the author's share shall devolve to other co-authors.

(7) If the author gives his consent with public distribution of original work or its copy by rental or lending [par. 2 letter c)] to the producer of phonogram of this work or to the producer of the original audiovisual work, he shall be entitled to equitable remuneration received from the person, who will distribute the original work or its copy to the public by rental or lending; this right can not be waived.

(8) Provisions of par. 2 letter c) shall not apply to

a) an architectural work expressed by a structure or in the form of a garden, interior or stage,

b) a work of applied arts expressed in a utility form.

## Section 19

### **Right to remuneration on the resale of the original work of visual arts**

(1) Where the original work of visual arts which has been transferred by its author into the ownership of another person is resold, the author shall be entitled to the remuneration for every resale of this original work, if the sale is being participated by an auctioneer, organizer of sales exhibitions, gallery operator or other person undertaking in the business with artistic works (hereinafter referred to as "art dealer") in the position of a seller, purchaser or agent; the right of the author to the remuneration is not transferable and the author cannot waive this right.

(2) The art dealer shall be obliged to pay the author a remuneration pursuant to par. 1 by means of the collective management organization which had been granted authorization to execute collective management of right to remuneration in the case of resale of the original work of visual arts in the territory of the Slovak Republic (S. 78 par. 3); the collective management organization is obliged to enable the art dealer to consult the register of contractually represented right holders or the register of subject-matters [S. 81 par. 1 letter e) a f)].

(3) Remuneration pursuant to par. 1, paid by the art dealer to the collective management organization pursuant to par. 2 of the purchase price exceeding EUR 1,000 EUR is in the amount of

a) 5% of a sales price not exceeding EUR 3,000;

b) 4% of a sales price exceeding EUR 3,000 not exceeding EUR 50,000;

c) 3% of a sales price exceeding EUR 50,000 not exceeding EUR 200,000;

- d) 1% of a sales price exceeding EUR 200,000 not exceeding EUR 350,000;
- e) 0.5% of a sales price exceeding EUR 350,000 not exceeding EUR 500,000;
- f) 0.25% of a sales price exceeding EUR 500,000; however, the total remuneration must not exceed EUR 12,500.

(4) The value added tax shall not be included into the basis of calculation of remuneration pursuant to par. 3, if the original work of visual arts was sold for a purchase price that included the value added tax.

(5) The art dealer shall be obliged to report the collective management organization, pursuant to par. 2, every resale carried out by the art dealer and to pay remuneration to the collective management organization calculated pursuant to par. 3, namely at the latest by the end of January of the following calendar year following the year in which the sale was carried out; the obligation to notify shall apply to the specification of the sold original work and to the information on the purchase price pursuant to par. 3. The collective management organization pursuant to par. 2 or the author are entitled to request the art dealer who carried out the resale or who participated in the resale, any information which is necessary for verification of the calculation of the remuneration payment pursuant to par. 3, namely within three years from the year on which the resale was made.

(6) The right to remuneration pursuant to par. 1 shall not apply in cases of resale if the art dealer has obtained the original work of arts directly from the author within three years prior its resale and the purchase price of the original work of arts in case of this sale will not exceed EUR 10,000.

(7) For the purposes of the application of the right to remuneration pursuant to par. 1, the original work of visual arts shall mean, namely, painting, drawing, collage, tapestry, engraving, lithography or other graphics, sculpture, ceramics, glass, jewellery work protected by copyright, photograph or other work of visual art if it was created by the author himself, or a reproduction thereof commonly deemed to be an original. A reproduction which is deemed to be the original work is a copy made in a limited number of pieces by the author himself or with the author's approval; such a reproduction must properly be figured with a number and signed or otherwise marked by the author.

(8) The right to remuneration pursuant to par. 1 shall neither apply to architectural work expressed by a structure nor to a work of applied arts, if they are not the original work or its copy, which is deemed to be the original work; right pursuant to par. 1 shall apply neither to the manuscripts of a composer nor a writer.

## Section 20

### **Relation of copyright to rights *in rem***

(1) The acquisition of the ownership right or of another right *in rem* to the object through which the work is expressed shall not imply the copyright, especially moral right pursuant to S. 17 par. 1 letter d), if not agreed otherwise or if not stipulated otherwise by this Act.

(2) The ownership right or another right *in rem* to the object through which the work is expressed shall not be implied by the copyright, if not agreed otherwise or if not stipulated otherwise by special legislation or by this Act; the owner or other user of the object through which the work is expressed is obliged to abstain from the use of this object which would result in the use of the work, if not agreed otherwise or if not stipulated otherwise by special legislation or by this Act.

(3) The owner or other user of the object through which the work is expressed shall not be obliged to maintain such object and protect it from destruction, if not agreed otherwise or stipulated otherwise by special legislation or by this Act.

(4) The destruction of the object through which the work is expressed shall not imply the extinction of the copyright in the work.

(5) The author shall have the right to demand the owner of the object through which the work is expressed to make such object available to him if this is necessary for the exercise of right to use his work in accordance with this Act. This right must not be applied contrary to the legitimate interests of the object's owner; the object's owner shall not be obliged to give up such object to the author, however, he shall be obliged to make a photography or other reproduction of the work at the request and cost of the author and submit it to the author.

(6) The owner or other user of a structure which is the expression of an architectural work may perform, without the consent of the author, exclusively such alterations of such structure and maintenance work, which are necessary for its maintenance in a good state, and for preserving its functional use and do not decrease the value of the architectural work and do not interfere with the copyrights.

### **Term of economic rights**

## Section 21

(1) If not stipulated otherwise in this Act, economic rights shall last for the life of the author and for 70 years after his death.

(2) In the case of the work of co-authors and in the case of joint works created for the purpose of being used in such an interconnection, the economic rights shall last for

the life of the last surviving author and 70 years after his death.

(3) In the case of the collective work, the economic rights shall last for 70 years after releasing the work. If the work was labelled with the name of the authors who created the work, the economic rights shall last for the life of the last surviving author and 70 years after his death.

(4) The economic rights to an audiovisual work shall last for the life of the head director, scriptwriter, dialogues author and the composer of music that was specifically created for this work, and 70 years after the death of the last surviving person of the above; provisions of par. 2 and 3 shall not apply.

(5) The economic rights to a released pseudonymous and anonymous work shall last for 70 years from the time when the work was released. If there are no doubts about the author's identity or if the author of such a work becomes publicly known during the course of the term pursuant to the first sentence, the term of economic rights to such work shall be governed by par. 1, and in the case of a work of co-authors by par. 2.

(6) If the publication of a work is decisive for the continuance of economic rights to a work released in volumes, parts, instalments or episodes, the term of economic rights shall run for each such volume, part, instalment or episode separately.

(7) If a work where the death of the author or authors is not decisive for the calculation of the term of economic rights, was not released within 70 years from its creation, economic rights shall expire at the end of this period.

## Section 22

The term of economic rights shall be calculated from the first day of the year following the year in which the event forming basis for its calculation occurred.

## Section 23

### **Public distribution of original work or its copy after its first sale**

(1) The copyright for giving his consent for public distribution of original work or its copy pursuant to S. 18 par. 2 letter b) shall cease with regard to the territory of the European Union member state (hereinafter referred to as "member state") or a state of the Agreement on the European Economic Area (hereinafter referred to as "EEA state") by the first lawful sale or other transfer of the title to the original work or its copy in the territory of a member state or an EEA state, namely for the original work and all its copies that have been the subject of this sale or other transfer of the title.

(2) In case of an architectural work expressed by a structure and a work of applied arts expressed in a utility form, the lawful building construction or a lawful making of a work of applied arts expressed in a utility form shall be deemed to be the first lawful sale pursuant to par. 1.

## **Limitations of economic rights**

### **Section 24**

#### **Reproduction of a released work**

(1) A natural person may make a copy of a work released for his personal use and for, whether directly or indirectly, non commercial purposes without the author's consent; such use of the work does not result in obligation to pay remuneration to the author.

(2) A natural person or a legal entity may make a copy of a work released by transferring the work on paper or other similar basis by means of a technical device for making printed reproductions or other technical equipment without the author's consent; such a copy may be publicly distributed by sale or other form of transfer of the title. This use does not result in obligation to pay remuneration to the author.

(3) Provisions of par. 1 and 2 shall not/neither apply to

- a) an architectural work in the form of project documentation of a structure or a building construction;
- b) entire literary work nor its essential part;
- c) entire cartographic work nor its essential part;
- d) a musical work written down on paper;
- e) a computer program, if not stipulated otherwise,
- f) database in electronic form.

(4) The author of the work a copy of which may be made pursuant to par. 1 shall be entitled to the compensation of remuneration.

(5) The author of the work a copy of which may be made pursuant to par. 2 shall be entitled to the compensation of remuneration.

(6) The compensation of remuneration pursuant to par. 4 and 5 through the collective management organization (S. 79), for

- a) a blank recording medium usually used for reproduction pursuant to par. 1, shall be paid by its manufacturer, recipient from a member state (hereinafter referred to as "recipient"), importer from a third country (hereinafter referred to as "importer") or another person who will launch it for the purpose of sale for the first time on the market in the Slovak Republic, namely 6% of the purchase price or the import price of such a medium;
- b) a technical device designated for making of reproductions of phonograms or audio-

visual recordings shall pay its manufacturer, recipient, importer or another person who will launch it for the purpose of sale for the first time on the market in the Slovak Republic, namely 3% of the selling price or the import price of such a device;

c) a reprographic equipment or other technical equipment designated for the making of reproductions shall pay its manufacturer, recipient, importer or another person who will launch it for the purpose of sale for the first time on the market in the Slovak Republic, namely 3% of the purchase price or the import price of such an equipment; if the equipment forms an integral part of the object, the compensation of remuneration shall be paid of the aliquot part of the purchase price or the import price of such an object;

d) a personal computer shall pay its manufacturer, recipient, importer or another person who will launch it for the purpose of sale for the first time on the market in the Slovak Republic, namely 0.5% of the purchase price or the import price of the hard disc built in the personal computer; for such an equipment, the compensation of remuneration pursuant to letter c) shall not be paid;

e) paid reproduction services shall pay their provider, namely 3% of the net income for these services;

f) a medium pursuant to letter a), technical device pursuant to letter b) or equipment pursuant to letter c) or d) shall pay its seller, consignor or carrier if he fails to report the relevant collective management organization at its formal notice the data necessary for identification of the manufacturer, recipient, importer or other person who has launched such a medium, technical device or equipment for the purpose of sale for the first time on the market in the Slovak Republic, namely percentage ratio pursuant to letters a) to d).

(7) The compensation of remuneration shall not be paid for a medium pursuant to par. 6 letter a), a technical device pursuant to par. 6 letter b) or equipment pursuant to par. 6 letter c) or d), which for the purpose of resale are exported into third countries or sent into a member state. The compensation of remuneration shall also not be paid for a medium, a technical device or equipment, which exclusively will be used for the personal use of the importer or recipient.

(8) The compensation of remuneration pursuant to par. 6 shall be paid to the relevant collective management organization at the first sale of a medium, a technical device or an equipment or import or receipt of the above, namely on a quarterly basis by the end of the first month of the following quarter.

(9) Persons pursuant to par. 6 shall submit the relevant collective management organization information regarding the type, quantity and import price or sale price of imported, accepted or sold mediums, technical devices or equipment, or data regarding the total revenue for reproduction services; failure to fulfil this obligation even within the supplementary period granted by the relevant collective management organization shall result in the increase of the compensation of remuneration by double the initial rate.

(10) Provisions of par. 1 and 2 shall not affect the provisions of this Act on the



protection of measures for the prevention against unauthorised manufacturing of reproductions of the work, and other unauthorised actions (S. 59 to 61).

## Section 25

### **Quotation of work**

No consent of the author is necessary to use a short part of a released work in other work in the form of a quotation exclusively for the purpose of review or critique of the released work or for teaching, scientific and research purposes or artistic purposes. Such use must be in accordance with customs and its scope must not exceed the scope reasoned by the purpose of citation. If the work is not anonymous, the author's name or pseudonym must be specified in quotes, or the name of the person by the name of who the work is performed in public, including the name of work and source. Such use of a work does not result in obligation to pay remuneration to the author.

## Section 26

### **Advertising for an exhibition of works of arts or auction of works of arts**

(1) For advertising an exhibition of works of arts or an auction of works of arts, without the author's consent, a work may be used so that its copy is made and publicly distributed by its sale or by other forms of assignment of title, or by its communication to the public, namely in the extent necessary for such advertising. The above forms of use are governed by provisions of S. 25 third sentence.

(2) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 27

### **Use of work located in public areas**

(1) No consent of the author is necessary to express the work located in a public area on a permanent basis by a drawing, painting, graphic art, picture in relief and relief model or by photography or film; a work expressed or recorded as described above can, without the consent of the author of the work located in a public area on a permanent basis, be used by making its copy, by public distribution of the copy in the form of its sale or by other forms of assignment of title, or by its communication to the public. The above forms of use are appropriately governed by provisions of S. 25 third sentence.

(2) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 28

### **Use of works for teaching purposes**

(1) No consent of the author is required to make a copy of a short part of a released work, to its public distribution by other forms of assignment of title as by sale, or to communication to the public of a short part of a released work, if such use does not exceed the scope substantiated by teaching purposes at school and the purpose is not to acquire direct or indirect property benefit.

(2) No consent of the author is required to make a copy of a short part of a released work, a short released work or a work of fine arts released by transferring the work onto paper or other similar foundation by means of reprographic equipment, and to its public distribution by other forms of assignment of title as by sale, if such use does not exceed the scope substantiated by teaching purposes at school and the purpose is not to acquire direct or indirect property benefit.

(3) The above forms of use pursuant to par. 1 and 2 are appropriately governed by provisions of S. 25 third sentence.

(4) Using the work pursuant to par. 1 and 2 does not result in an obligation to pay remuneration to the author.

## Section 29

### **Use of work for the needs of disabled persons**

(1) No consent of the author is required to make a copy of a released work, to its public distribution by other forms of assignment of title as by sale, to its public distribution by lending or to communication to the public, if such use is carried out exclusively for the needs of disabled persons within the scope substantiated by their health condition and the purpose is not to acquire direct or indirect property benefit.

(2) The above form of use pursuant to par. 1 is appropriately governed by provisions of S. 25 third sentence.

(3) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 30

### **Use of work for civil and religious ceremonies, school exhibitions and use of school work**

(1) No consent of the author is required for using  
a) the work at free of charge civil ceremonies or at free of charge religious ceremonies;

b) the work at free of charge school exhibitions in which exclusively pupils, students or school teachers are performing;

c) school works during free of charge fulfilments of tasks ranking among the subject of activities of the school.

(2) The above form of use pursuant to par. 1 is appropriately governed by provisions of S. 25 third sentence.

(3) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 31

### **Use of work by a library or an archive**

(1) A library <sup>3)</sup> or an archive <sup>4)</sup>, without the author's consent, may make a copy  
a) of a work forming a part of their own collection if the purpose of making a copy is the satisfaction of requirements of a natural person who will use the copy for educational purposes or scientific and research purposes exclusively on the premises of the library or the archive;

b) of any work forming a part of their own collection if the purpose of making a copy is the replacement, archiving or protection of the original work or its copy against loss, destruction or damage or in case a permanent collection is concerned.

(2) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

(3) Provisions of par. 1 and 2 shall not affect the provisions of this Act on the protection of measures for the prevention against unauthorised making of reproductions of the work, and other unauthorised actions (S. 59 to 61).

## Section 32

### **Transient or incidental making of copies of work**

(1) No consent of the author is required for making of reproductions of work that is transient or incidental and that forms an integral and substantial part of the technological procedure, if its only purpose is the lawful use of the work or transmission of the work in the communication network between third parties by an intermediary, if the work does not have its separate asset value.

(2) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 33

### **Use of work for information purposes**

- (1) No consent of the author is required for
- a) the making of reproduction of the released work in newspapers or other information media informing about up-to-date events or themes of economical, political or other social character and for communication to the public having such contents; the above shall not apply if the author, in individual cases, has reserved the right to give his consent with the reproduction and with communication to the public of this work;
  - b) the making of reproductions and communication to the public of a short part of a work perceivable to current affairs that form an integral part of the news programme;
  - c) the making of reproductions and communication to the public of a talk, speech or other work of similar nature given in public,
  - d) the public distribution of reproduction of the work made according to letter a) to c) by sale or other form of assignment of title, if this right was not reserved by the author of work.

(2) The above form of use pursuant to par. 1 is appropriately governed by provisions of S. 25 third sentence.

(3) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 34

### **Use of the work of a collection**

- (1) An authorised user of a copy of the work of a collection may use this work without the consent of its author for the purpose of having access to its contents and for the legitimate use of its contents
- a) by the manufacturing of reproductions,
  - b) by its alteration, translation, adaptation and other change thereof,
  - c) by public distribution of this original work or its reproduction by sale or other form of assignment of title,
  - d) by communication to the public,
  - e) by public exhibition,
  - f) by public performance.

(2) An authorised user of a copy of the work of a collection may, without the consent of its author, use this work in manners pursuant to par. 1 letter a), c) to f), even a work created by alteration, translation, adaptation or other change of the respective work of a collection, if such use is carried out within the extent substantiated by reasons pursuant to par. 1 and the purpose is not to acquire direct or indirect property benefit.

(3) Using the work pursuant to par. 1 and 2 does not result in an obligation to pay remuneration to the author.

## Section 35

### **Reproduction and modification of computer program**

(1) An authorised user of a copy of a computer program may, without the consent of its author, reproduce a copy of the particular copy of the computer program or to modify or translate the copy, if such a copy, modification or translation is necessary for

- a) connection of the computer program with a computer, for the purpose of and in the extent to which it was acquired, including the correction of the computer program defects;

b) replacement of a legitimate copy of a computer program (back-up copy).

(2) An authorised user of a copy of a computer program may, without the consent of its author, examine, study or verify the functionality of a computer program with an objective to specify ideas or principles forming a basis of any part of the program, namely during recording, depiction, broadcasting, verifying functionality and storing the program in memory, which he was authorised to.

(3) If further use of a computer program copy becomes unauthorised pursuant to par. 1, every such copy, modification or translation must be devaluated.

(4) The rights pursuant to par. 1 letter b) and par. 2 must contractually not be excluded.

(5) Using the work pursuant to par. 1 and 2 does not result in an obligation to pay remuneration to the author.

## Section 36

### **Decompilation of a computer program from computer code into the source language of the computer program**

(1) No consent of the author is required for making a copy of computer program or the translation of its form, if it is inevitable for obtaining information necessary for achieving mutual co-operation of independently created computer programs with other computer programs, if

a) this activity is carried out by an authorised user of a computer program copy;

b) information necessary for achieving mutual co-operation was previously not commonly available to persons authorised to reproduction or to translation;

c) these activities exclusively affect a part of the computer program and are necessary for achieving mutual co-operation of independently created computer programs.

(2) Information obtained pursuant to par. 1 must not be used for

a) achieving another objective other than achieving a mutual co-operation of independently created computer programs;

b) its rendering to other persons, except for use which is necessary for ensuring mutual co-operation of independently created computer programs;

c) ensuring the development,, manufacture, or trading with a computer program, which is similar in its formulation,

d) activity resulting in violation of the copyright.

(3) Consent of the author is required for activities pursuant to par. 1 – making of copies of computer programs, if such manufacturing of copies would contradict legitimate use of computer program or it would unreasonably infringe upon the interests protected by law of the author of the computer program.

(4) Making of copies of computer code of a computer program or translation of its form must contractually not be excluded.

(5) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 37

### **Public exhibition of work**

(1) No consent of the author is required for direct public exhibition <sup>5)</sup> of the original work or its reproduction, if

a) it is concerning a public exhibition of the original work which was sold or with regard to which the title was assigned in other manner to a natural person or legal entity, about who the author knew that such an activity formed a part of its ordinary activities,

b) the public exhibition does not contradict legitimate use of original work or its reproduction and does not infringe in other manners into the copyright.

(2) Using the work pursuant to par. 1 does not result in an obligation to pay remuneration to the author.

## Section 38

Limitations of economic rights of the author are permitted only in special cases stipulated in provisions of S. 24 to 37; disposal with the work pursuant to these provisions must not conflict with normal exploitation of the work and must not unreasonably prejudice the legitimate interests of author.

### **Copyright contracts**

## Section 39

### **Contract for the Creation of a Work**

- (1) The author by work contract undertakes to create a work for the client.
- (2) In a work contract, the author may agree upon remuneration for creating a work with the client.
- (3) The author is obliged to create the work personally.
- (4) If the work shows any defects, the client may withdraw from the contract; if the defects can be removed, the client is entitled to withdraw from the contract only if the author fails to remove them in an adequate time period granted by the client for this purpose.
- (5) By transfer of the object through which the work is expressed, the title to the object shall pass to the client, if not agreed otherwise.
- (6) Neither by concluding a work contract nor by transfer of the object through which the work is expressed, the client shall acquire the right to use this work, if not specified otherwise, except if the client concludes a licence contract with the author, simultaneously with the conclusion of the work contract or after its conclusion.
- (7) Provisions of special legal regulation shall reasonably be applied to a work contract.<sup>6)</sup>

### **Licence contract**

## Section 40

### **Basic provisions**

- (1) By means of a licence contract, the author grants the licensee his consent with the use of his work (hereinafter referred to as "licence"). The licence contract must contain the manner of use of the work, the scope of the licence, period of licence validity granted by the author or the manner of its determination and remuneration or the man-

ner of its determination, if free of charge provision of the licence was not agreed upon between the author and the licensee.

(2) The licence contract must be in writing, otherwise it is invalid.

(3) If the economic rights of the author are exercised by another person (S. 50), regulations on licence contract shall reasonably be applied to granting a licence.

#### Section 41

##### **Manner of use of work**

(1) In a licence contract, the author and the licensee must agree upon the manner of use of the work or individual manners of use of the work (S. 18 par. 2) which the author grants his licence for.

(2) An author can not grant a licence to a licensee for such a use of work which is not known at the time of conclusion of the licence contract.

#### Section 42

##### **Scope of licence**

(1) The author may agree upon with the licensee in the licence contract that the license is granted without any limitation to its scope.

(2) If agreed upon between the author and the licensee that the license is granted with limitation to its scope, the licence contract must contain territorial or a material specification of the scope of the licence.

#### Section 43

##### **Exclusive licence and non-exclusive licence**

(1) The author may grant a licence to the licensee on an exclusive or non-exclusive basis. If not stipulated by the contract that the author has granted the exclusive licence, it shall apply that the non-exclusive licence was granted.

(2) If the author has granted the exclusive licence, the author must not grant a licence to a third party to use the work in the same manner as in the granted exclusive licence and the author is obliged, if not agreed otherwise in the contract, to abstain from the exercise of the use of the work in the same manner of use to which he has granted the exclusive licence.

(3) If the author has granted the non-exclusive licence, the author's right to use the work in the manner to which he has granted the non-exclusive licence as well as the right of the author to grant the licence to a third person shall be unaffected.



(4) The non-exclusive licence acquired by the licensee before the exclusive licence was granted to a third person shall be retained, if not agreed otherwise between the author and the licensee of such non-exclusive licence.

(5) The contract by which the author has granted a licence to a third party to use the work in a manner granted in the exclusive licence is invalid, if the licensee of the exclusive licence did not grant his prior consent to the conclusion of such contract.

#### Section 44

### **Disposition with a licence**

(1) The licensee shall be entitled to grant a third person his consent to use the work within the licence granted to him (hereinafter referred to as "sub-licence") only with the author's consent; provisions of S. 40 to 43 shall be applied accordingly. The author may give his consent to granting a sub-licence at the conclusion of a licence contract or later.

(2) The licensee may transfer the licence by means of an agreement only with the prior author's written consent; he is obliged to inform the author about transferring the licence and the person of the assignee without undue delay. If not agreed otherwise the author's consent shall not be required for the sale of enterprise which the licence is a part of; this shall also be applied to an independent organisational unit of which the licence is an integral part.

#### Section 45

### **Remuneration**

(1) The agreed remuneration must comply with the manner, scope, purpose and time of the use of work.

(2) If remuneration was agreed upon depending on the revenues resulting from the exploitation of the licence, the licensee shall be obliged to enable the author the control of his accounting records or other documentation necessary to determine the remuneration. If in this case the licensee provides the author with the information marked by the licensee as confidential, the author must neither pass such information onto a third person nor use such information for himself in conflict with the purpose for which the information was provided to him.

(3) If remuneration was agreed upon depending on the revenues resulting from the utilization of the licence, the licensee shall be obliged to submit the author, at least once a year, information regarding the revenues resulting from the utilization of the licence separately for each manner of use of the work and simultaneously, the licensee shall be obliged to submit the author the remuneration accounting statement, if not agreed otherwise.

## Section 46

### **Passing of licence and termination of licence**

(1) By dissolution of the legal entity to which the licence was granted, rights and obligations resulting from the licence contract shall pass to its legal successor; the licence contract may exclude such passing of rights and obligations onto a legal successor.

(2) By death of the natural person to whom the licence was granted, rights and obligations resulting from the licence contract shall pass to its heirs; the agreement may exclude such passing of rights and obligations onto heirs.

(3) If there is no legal successor pursuant to par. 1 or heirs pursuant to par. 2, the licence terminates.

## Section 47

### **Special provisions regarding the licence contract on publishing a work**

(1) The licence contract by which the author has granted the licensee a licence to reproduce a literary work, a dramatic work, a musico-dramatical, a musical work, a work of fine arts, a photographic work or a cartographic work made in printed form or in the form of photography and for public distribution of these reproductions, shall be a licence contract on publishing a work.

(2) If the licence contract does not stipulate otherwise, it is supposed that the licence on an exclusive basis is the case; this shall not apply to publication of a work forming an integral part of periodical publications.

(3) If the licence contract does not stipulate otherwise, the author shall be entitled to make, prior the publication of the work and within a reasonable period granted by the licensee, creative alterations of the work if these do not evoke on the part of the licensee the necessity of incurring unreasonable cost, or if they do not change the character of the work (author's corrections).

(4) If the licensee does not make it possible for the author to make author's corrections of his work or if the licensee would use the work in a manner depreciating its value, the author may withdraw from the agreement and request the surrender of the work (object); if the title to the original work has passed (expired?) on the licensee, the title to the work shall pass onto its author by delivery of the original work to its author.

## Section 48

### **Special provisions on mass licence contract**

(1) The collective management organization may conclude a mass licence contract with the licensee. Through this mass licence contract, this organization grants the licensee its approval to use all works or some works with regard to which the organization is administering rights, in an agreed upon manner or manners, in the agreed upon extent, for the agreed upon time period, and the licensee undertakes, if not agreed otherwise, to pay remuneration.

(2) The mass licence contract must be made in writing, otherwise it is invalid.

(3) Provisions on the mass licence contract shall apply accordingly, if not stipulated otherwise in this Act.

(4) The mass licence contract must not stipulate restrictions that exceed the framework of protection provided for by this Act.

## Section 49

### **Special provisions on collective licence contract**

(1) The collective management organization may conclude a collective licence contract with a legal entity, which has been associating the users of works. Through this collective licence contract, this organization grants its approval to use all works or some works with regard to which the organization is administering rights, in an agreed upon manner or manners, in the agreed upon extent, for the agreed upon time period and for the agreed upon remuneration.

(2) From the collective licence contract results rights and obligations binding directly every individual member of the legal entity associating the users of works, namely from the moment on which the user accedes to the agreement. Provisions of special regulation shall be applied accordingly.<sup>7)</sup>

(3) The collective licence contract must be made in writing, otherwise it is invalid.

(4) Provisions regarding the licence contract shall be applied accordingly, if not stipulated otherwise in this Act.

## **Special provisions on some works**

### **Section 50**

#### **Employee work**

(1) If not agreed otherwise, the author's economic rights to an employee work shall be exercised by the employer in his own name and on his own account. The employer may transfer the right to exercise the author's economic rights to a third person only with the author's consent; the above shall not apply in the case of the sale of the enterprise or an independent organisational unit of the enterprise.

(2) In the event of the death of the employer or dissolution of the employer who has been authorised to exercise the author's economic rights to an employee work who has no legal successor, the employer's authorisation to exercise the economic rights shall terminate and the economic rights to an employee work shall fall to the author.

(3) If the employer has been carrying out the author's economic rights to an employee work it shall apply that the author had given his consent to release this work and that the employer would perform the work in public under his name, if not stipulated otherwise; however, moral rights of the author to an employee work shall not be prejudiced.

(4) During the exercise of the author's economic rights to an employee work by the employer, the author shall be obliged to abstain from the exercise of economic rights to this work.

(5) A computer program, a work of a collection or cartographic work which is not a collective work (S. 10) shall be deemed to be an employee work also even if, fully or partially, it was created on the basis of a work contract (S. 39); in such a case, the client shall be considered to be the employer. Withdrawal from the work contract shall result in the termination of the right to exercise the author's economic rights.

(6) The rights and obligations pursuant to par. 1 to 4 shall remain unaffected by the termination of the employment, service or civil service relation or employment relation between an association and its member.

### **Section 51**

#### **School work**

(1) A school may conclude, under habitual terms, a licence contract on the utilization of a school work with the author; if the author has refused to conclude a licence contract without giving a serious reason, the school may claim the stipulation of contents of such an agreement in court.<sup>8)</sup> The provision of S. 30 par. 1 letter c) shall remain unaffected.

(2) If not agreed otherwise, the author of a school work may use his work or grant

the licence to another person if this is not in contravention to the lawful interests of the school.

(3) A school may claim from the author of the school work, from the remuneration obtained by him in connection with the utilization of the work or granting of the licence pursuant to par. 2, to make an appropriate contribution to the reimbursement of the costs incurred by the school in connection with the creation of the work, and that, depending on the circumstances, up to the full amount of this cost; the proceeds from the utilisation of the school work pursuant to par. 1 received by the school shall be taken into account.

## Section 52

### **Rights to Previously Undisclosed Work**

(1) A person who publishes a work not made public before and to which the period of protection of economic rights has already expired shall, on the basis of this publishing, be entitled to the economic rights to the work equal to those as would have been enjoyed by the author of the work himself if his economic rights to the work were still in effect.

The entitlement pursuant to par. 1 shall run for 25 years from the releasing the work. The provisions of S. 22 shall, in this case, apply analogously.

## Section 53

### **Work in public domain**

(1) If the author does not have heirs or if his heirs refuse to accept the descendant's estate, the work shall become free for public domain except for a case pursuant to S. 18 par. 6 third sentence, even before expiry of the time period pursuant to S. 21.

(2) If the work is free to be published for public domain, the user shall neither be obliged to obtain consent to use the work nor to pay remuneration.

(3) Provisions of par. 1 and 2 shall not be prejudiced by provisions of S. 17 par. 3 and S. 52 par. 1.

## Section 54

### **Presumption of authorship**

(1) A natural person whose name is given on a work in a manner usual to stating the author's name is deemed to be the author of the work, if not proven as something different. This provision shall also apply if the work is signed with a pseudonym, if there are no doubts regarding the author's identity.

(2) If the work is neither signed with a name nor with a pseudonym pursuant to par. 1, or such marking of the work is not possible and nothing else was proven, the natural person whose name is given as the author of the work in the works register of the relevant collective management organization [S. 81 par. 1 letter f)] or in the works register pursuant to special regulations is deemed to be the author.

## Section 55

### **Audiovisual work**

(1) Declaration on an audiovisual work and on rights related to this work including rights concerning its use and entered in the international register of audiovisual works<sup>9)</sup> shall be deemed to be true up to the moment until something different is proven, with the exception if the declaration

a) cannot be true pursuant to this Act, or

b) it contradicts other declaration specified in the international register.

(2) If not agreed otherwise, economic rights of authors to an audiovisual work are exercised by the producer of the original audiovisual work, if, on the basis of an agreement in writing, has obtained a permit to manufacture original of this work from authors of the original audiovisual work and if he has agreed upon the remuneration for creating the work with the authors and the remuneration and of its determination separately for the individual use of this work pursuant to S. 18 par. 2; for the use of work provisions of S. 45 shall appropriately apply to the agreement on remuneration.

(3) If the producer of an original audiovisual work is exercising economic rights of authors to an audiovisual work pursuant to par. 2, it shall apply that he also has obtained rights to use this work in original wording, dubbed or supplemented by subtitles, and also to use images created in connection with producing its original (a part of audiovisual work), namely with the possibility to grant a licence to use this work to a third person; provisions of S. 50 par. 1 to 3 shall apply accordingly.

### **Protection of Copyright**

## Section 56

(1) The author the rights of who were infringed upon unlawfully or the rights of who are in jeopardy to be infringed unlawfully, may especially request

a) the determination of his authorship,

b) prohibiting jeopardising of his rights including the prohibiting to repeat such jeopardising, namely including against a person who indirectly participated in jeopardising these rights;

c) prohibiting unlawful infringement of his rights, namely including against a person who indirectly participated in jeopardising of these rights including prohibition pursuant to S.

59 and 60;

d) to be given information regarding the origin of the copy of work or counterfeit of work, about the manner and scope of its use and about services infringing the copyrights, including

1. data about the owner, publisher, manufacturer, distributor, supplier or seller of such a copy of work or counterfeit of work or about the provider of services;
2. data about the issued, produced, delivered, provided, accepted or ordered amount or the price of such a copy of work, counterfeit of work or service;

e) removal of consequences resulting from the infringement of the right, at the cost of the person who unlawfully infringed or jeopardized with unlawful infringement, namely

1. by destruction of unlawfully manufactured copy of work or counterfeit of work, by its withdrawal from circulation or from other form of use, or
2. by destruction of material, tools and aids pursuant to S. 59 and 60 used for carrying out the unlawful infringement or jeopardy of unlawful infringement, by their withdrawal from circulation or from other form of use;

f) compensation of loss pursuant to special regulations. <sup>9b)</sup>

(2) The author, who at the exercise of mandatory collective management of his economic rights to a work is not contractually represented by the relevant collective management organization, may demand the payment of remuneration or equitable remuneration if his work was used, or the payment of the compensation of remuneration from the relevant collective management organization or other person, who is obliged to create a reserve fund pursuant to this Act for such purposes; the above shall not prejudice the entitlements of the author resulting from unauthorised use of the work.

(3) Information pursuant to par. 1 letter d) shall also be provided by the person, who

a) has in his possession a copy of work or counterfeit of work;

b) makes use of services violating the copyright;

c) provides services used for violating the copyrights;

d) was named by a person specified in letters a) to c) as the person who participated in the production, alteration or distribution of a copy of work, counterfeit of work or in providing services violating the copyright.

## Section 57

(1) Entitlements pursuant to S. 56, apart from the author may also claim the licensee of an exclusive licence or a person, who has economic rights to a work or who was entrusted with the execution of administration of the author's economic rights.

(2) If the author or a person having economic rights to a work will grant another

person a licence on an exclusive basis or if another person is entrusted with the execution of administration of the author's economic rights on the basis of law, the right to claim entitlements pursuant to S. 56 par. 1 letter b) to e) shall have only this particular person; the copyright or the right of a person who has economic right to the work to claim other entitlements including the entitlements resulting from the use of the work exceeding the extent of the licence on an exclusive basis shall remain unprejudiced.

#### Section 58

(1) The author may also require from customs authorities information regarding the contents and extent of imports of a goods which;

a) is a reproduction of his work in any form;

b) is intended to serve as a carrier [S. 24 par. 6 letter a)] for the manufacturing of such a reproduction;

c) is an equipment or device designated for the manufacturing of the reproductions [S. 24 par. 6 letter b), c) and d)];

d) is a tool pursuant to S. 59 par. 1.;

(2) The author may inspect customs documents to know whether the import or receipt of these goods being used in the territory of the Slovak Republic is in compliance with this Act, or to acknowledge details necessary for the enforcement of rights resulting from this Act.

(3) The provisions of par. 1 and 2 shall apply accordingly also for export.

(4) The provisions of par. 1 and 2 shall also apply to the relevant collective management organization and the legal entity authorised to defend the interests of authors.

#### Section 59

(1) The copyright shall also be infringed by whoever, for the purpose of achieving property benefit by rendering services or by other manner, who develops, produces, offers for sale, rental or lending, imports, distributes or utilizes tools exclusively or partially designed for the removal, deactivation or limitation of the function of any technical device or of technological measure designated for the protection of rights pursuant to this Act.

(2) Technological measure pursuant to par. 1 shall mean any procedure, product or component integrated into a procedure, product or device designed to avoid, limit or prevent infringement of copyright in a work.

#### Section 60

(1) Unauthorised intervention into copyright shall also mean:



- a) removal or alteration of any electronic information identifying rights;
- b) public distribution of the original work or its reproductions, including their import, as well as communication to the public in case of which electronic information identifying the rights have been removed or altered without the author's consent.

(2) Information identifying rights pursuant to par. 1 shall mean data identifying the work, the author of the work or the holder of any right to the work, information about terms and conditions governing the use of the work and any other figures or codes stating such information, if any of this information is attached to the work copy or if it will be displayed in connection with the communication to the public of a work.

#### Section 61

The copyright shall also be infringed by whoever uses for his work a title or external design that has been legitimately used by another author for a work of the same kind, if this could lead to the danger of confusion of the two works, if not ensuing otherwise from the nature of the work or from its designation.

### **PART THREE**

#### **RIGHTS RELATED TO COPYRIGHT**

##### Section 62

#### **Moral rights of performing artist**

Provisions of S. 17 shall appropriately be applied to a performing artist and his artistic performance.

##### Section 63

#### **Economic rights of performing artist**

- (1) The performing artist shall have the right to use his artistic performance.
- (2) The performing artist shall have the right to give his consent to use his (*artistic performance*) by the following use:
  - a) communication to the public of unfixed artistic performance; the above shall not apply to communication to the public of broadcasted unfixed artistic performance;
  - b) manufacture original recording of artistic performance;
  - c) making copy recording of artistic performance;
  - d) public distribution of original recording of artistic performance or its copy by sale or other forms of assignment of title;

e) public distribution of original recording of artistic performance or its copy by rental or lending;

f) disclosure of recording of artistic performance to public.

(3) The right of the performing artist to give his consent to public distribution of original recording of artistic performance or its copy pursuant to par. 2 letter d) shall be forfeited for the territory of a member state or an EEA state by the first lawful sale or other transfer of the title to the original recording of artistic performance or its copy in the territory of a member state or an EEA state, namely for the original recording of artistic performance and all its copies that have been the subject of sale or other transfer of the title.

(4) If the performing artist gives the producer his consent to public distribution of original recording of artistic performance or its copy by rental or lending [par. 2 letter e)], the right to equitable remuneration shall arise to him from the person who will publicly distribute this original recording of artistic performance or its copy by rental or lending; this right cannot be waived.

(5) If not agreed otherwise, at the exercise of the rights artistic ensemble to performances created jointly during the performance of the same work by more than one performing artists, e.g. by members of an orchestra, choir, dance troupe or other artistic corps or artistic ensemble, these performing artists shall be represented, on their behalf and on their account, by their joint representative. The joint representative shall be the artistic leader of the artistic corps or artistic ensemble, except for the case if the majority of the members of the artistic corps or artistic ensemble assign another person as their joint representative, who will be granted the authorisation in writing.

(6) The provision of paragraph 5 on the joint representative shall not apply to the following performing artists – soloist, conductor and director of a theatrical performance; the above shall not prejudice the right of such persons to be the joint representative of performing artists.

(7) The rights of the performing artist pursuant to par. 1, 2 and 4 shall run for 50 years from the creation of the artistic performance. If the recording of such artistic performance is released during this period, the rights of the performing artist shall not expire until 50 years from the time when such work was released.

## Section 64

### **Economic rights of producer of phonograms**

(1) The producer of a phonogram shall have the right to use his phonogram.

(2) The producer of a phonogram shall have the right to give his consent to use his (*phonogram*) by the following use:

- a) to make copy of the phonogram;
- b) public distribution of the original phonogram or its reproduction by sale or other forms of assignment of title,
- c) public distribution of the original phonogram or its reproduction by rental or lending,
- d) broadcasting of phonogram,
- e) making available the phonogram to the public.

(3) The right of the producer to give his consent to public distribution of original phonogram or its reproduction pursuant to par. 2 letter b) shall be forfeited for the territory of a member state or an EEA state by the first lawful sale or other transfer of the title to the original phonogram or its reproduction in the territory of a member state or an EEA state, namely for the original phonogram and all its reproductions that have been the subject of this sale or other transfer of the title.

(4) The rights of a producer of phonograms pursuant to par. 1 and 2 are transferable.

(5) The rights of a producer of phonograms pursuant to par. 1 and 2 shall run for 50 years from the creation of a phonogram. If the phonogram is released during this period, by its release, the rights of the producer of a phonogram shall terminate by expiry after 50 years from the time when such release occurred. If the phonogram is not released by its publishing during the time period pursuant to the first sentence, but it will be released in another manner, the rights of the producer of a phonogram shall terminate by expiry after 50 years from the time when such release occurred.

## Section 65

### **Right of a performing artist and producer of phonograms to equitable remuneration**

(1) If the performing artist does not have the exclusive right to give his consent to the communication to the public of his artistic performance pursuant to S. 63 par. 2, he shall be entitled to equitable remuneration for such use of the above.

(2) If the producer of a phonogram does not have the exclusive right to give his consent to the communication to the public of his phonogram pursuant to S. 64 par. 2, he shall be entitled to equitable remuneration for such use of the above.

(3) Provisions of S. 63 par. 7 shall apply to the right to equitable remuneration pursuant to par. 1.

(4) Provisions of S. 64 par. 5 shall apply to the right to equitable remuneration pursuant to par. 2.

## Section 66

### **Economic rights of audiovisual recording producer**

(1) The audiovisual recording producer shall have the right to use his audiovisual recording.

(2) The audiovisual recording producer shall have the right to give his consent to use his (*audiovisual recording*) by the following use:

- a) to make copy of the audiovisual recording,
- b) public distribution of the original audiovisual recording or its copy by sale or other forms of assignment of title,
- c) public distribution of the original audiovisual recording or its copy by rental or lending,
- d) public performance of audiovisual recording,
- e) broadcasting of audiovisual recording,
- f) making available the phonogram to the public.

(3) The right of the recording producer to give his consent to public distribution of original audiovisual recording or its copy pursuant to par. 2 letter b) shall be forfeited for the territory of a member state or an EEA state by the first lawful sale or other transfer of the title to the original audiovisual recording or its copy in the territory of a member state or an EEA state, namely for the original audiovisual recording and all its copies that have been the subject of this sale or other transfer of the title.

(4) The rights of an audiovisual recording producer pursuant to par. 1 and 2 are transferable.

(5) The rights of an audiovisual recording producer pursuant to par. 1 and 2 shall run for 50 years from the creation of an audiovisual recording. If the audiovisual recording is released during this period, the rights of the audiovisual recording producer shall terminate by the expiry of 50 years from the time when such release occurred.

## Section 67

### **Right of an audiovisual recording producer to equitable remuneration**

(1) If the audiovisual recording producer does not have the exclusive right to give his consent to the communication to the public of his audiovisual recording pursuant to S. 66 par. 2, he shall be entitled to equitable remuneration for such use of the above.

(2) Provisions of S. 66 par. 5 shall apply to the right to equitable remuneration

pursuant to par. 1.

## Section 68

### **Economic rights of broadcaster**

(1) The broadcaster shall have the right to use his broadcasting.

(2) The broadcaster shall have the right to give his consent to use his (*broadcast*) as follows:

a) communication to the public of the broadcast, if it is carried out at places accessible to the public against the payment of an entrance fee;

b) manufacture original recording of the broadcast,

c) making copy recording of the broadcast,

d) public distribution of the original recording of the broadcast or its copy by sale or other forms of assignment of title,

e) retransmission of the broadcast by cable,

f) making accessible the recording of the broadcast to the public.

(3) The right of the broadcaster to give his consent to public distribution of an original recording of broadcasting or its copy pursuant to par. 2 letter d) shall be forfeited for the territory of a member state or an EEA state by the first lawful sale or other transfer of the title to the original recording of broadcasting or its copy in the territory of a member state or an EEA state, namely for the original recording of broadcasting and all its copies that have been the subject of this sale or other transfer of the title.

(4) The rights of a broadcaster pursuant to par. 1 and 2 are transferable.

(5) The rights of a broadcaster pursuant to par. 1 and 2 shall run for 50 years from releasing the broadcasting.

## Section 69

### **Limitation of economic rights of artistic performer, producer of phonograms, audiovisual recording producer and broadcaster**

(1) The rights of the artistic performer, producer of a phonogram, audiovisual recording producer and broadcaster are appropriately governed by provisions of S. 24 par. 1 and 6 to 10, S. 25, S. 28 par. 1, 3 and 4, S. 29, S. 30 par. 1 letter a) and b) and par. 2 and 3, S. 32, S. 33 par. 1 letter a), b) and d), par. 2 and 3, S. 34 and 38.

(2) The broadcaster may

a) use a short part of a work, artistic performance, phonogram, audiovisual recording or broadcast of another broadcaster in a news programme in a justified extent,

b) prepare a soft copy of his broadcast by means of his own equipment and for his own broadcasting; if the soft copy is of a special documentary value, the broadcaster shall be entitled to archive the above, otherwise he is obliged to destroy the above within 30 days.

(3) The artistic performer, producer of phonograms, audiovisual recording producer and broadcaster or their legal successor shall be entitled to the compensation of remuneration for the use pursuant to S. 24 par. 1.

#### Section 70

### **Calculating the term of rights related to copyright**

The term of a performing artist's rights (S. 63 par. 7, S. 65 par. 3), of a producer of phonograms (S. 64 par. 5, S. 65 par. 4), of a audiovisual recording producer (S. 66 par. 5, S. 67 par. 2) and a broadcaster (S. 68 par. 5) shall be calculated from the first day of the year following the fact decisive for this term.

#### Section 71

(1) Provisions of S. 5 par. 6, 7, 10, 11, 14, 15, 17, 19, 21, S. 8 to 10, S. 12, 13, 15, S. 18 par. 3 to 6, S. 20 par. 1 to 4, S. 39 to 51, S. 53 to 61 shall appropriately apply to the performing artist and his artistic performance.

(2) Provisions of S. 5 par. 6, 7, 10, 11, 14, 15, 17, 19, 21, S. 8 to 10, S. 13, S. 15 par. 2, S. 18 par. 3, S. 20 par. 1 to 4, S. 39 to 49, S. 51, 53 to 61 shall appropriately apply to the producer of phonograms and his phonogram, to the audiovisual recording producer and his audiovisual recording and to the broadcaster and his broadcasting.

## **PART FOUR**

### **RIGHT *SUI GENERIS* TO A DATABASE**

#### Section 72

The right *sui generis* to a database –which is a qualitative or quantitative substantial contribution for the acquisition, verification or presentation of its contents– shall belong to its producer, irrespective of whether the database or its contents are the subject of copyright or of other rights.

## Section 73

### **Right *sui generis* of a maker of database**

(1) The maker of a database shall have the right to give his consent to extraction or re-utilisation of the database content or of its qualitative or quantitative substantial part.

(2) The extraction pursuant to par. 1 means the permanent or temporary transfer of all or substantial part of the content of a database to another medium by any means or in any form.

(3) The re-utilization pursuant to par. 1 means any form of making available to the public all or a substantial part of the content of a database by the distribution of its copies, by rental, by on-line or by other forms of communication.

(4) The lending of the original database or its reproduction shall neither mean extraction pursuant to par. 2 nor re-utilization pursuant to par. 3.

(5) The repeated and systematic extraction and re-utilization of insubstantial parts of the database contents implying acts which are neither habitual nor appropriate and which prejudice the legitimate interests of the maker of a database, are prohibited.

(6) The rights of the maker of a database are transferable.

## Section 74

### **Rights and obligations of a database user**

(1) The maker of a database made public in any manner must not prohibit a user of the database or part thereof any extraction and reutilization of its qualitative or quantitative insubstantial parts of its content, namely for any purpose.

(2) The user of a database made public in any manner must not use it in another manner than usual, reasonable and without detriment to legitimate interests of the maker of a database.

(3) The user of a database made public in any manner must cause damage neither to its author nor to any other person, who is the owner of rights to works or other subjects under protection contained in the database pursuant to this Act.

## Section 75

### **Limitation of right *sui generis* to a database**

The legitimate user of a database made public in any manner may, without the consent of its producer, carry out the extraction, reutilization of substantial part of its

contents, if the following is concerned:

a) extraction of contents of non-electronic database for personal use;

b) extraction for scientific research or educational purposes by way of illustration, however the source must be indicated and the extent of extraction must not be focused on acquiring direct or indirect property benefit;

c) extraction and reutilization carried out in order to protect the public and in administrative proceedings or court proceedings.

#### Section 76

### **Term of the right *sui generis* of the maker of a database**

(1) The right *sui generis* of the maker of a database shall run for 15 years.

(2) The term of the database maker's right *sui generis* shall be calculated from the first day of the year following the year in which the database was made. If the database is released during this period, the term of the database maker's right *sui generis* shall commence on the first day of the year following the year in which the database was released.

(3) Every new, qualitative or quantitative substantial contributions to the database consisting in its completion, shortening or another amendment or modification shall result in the creation of a new database.

#### Section 77

Provisions of S. 5 par. 4, 7, 11 a 14, S. 7 par. 3, S. 13, S. 18 par. 3 and 4, S. 20 par. 2 to 4, S. 40 to 46, S. 53 a 54, S. 56 to 61 shall appropriately apply to a maker of a database.

## **PART FIVE**

### **COLLECTIVE RIGHTS MANAGEMENT**

#### Section 78

(1) The purpose of collective rights management pursuant to this Act (hereinafter referred to as "collective management") is the collective enforcement and collective protection of economic rights of an author and of economic rights of a performing artist, of a producer of phonograms, of an audiovisual recording producer and broadcaster and the making available the subjects of these rights to the public.

(2) The collective management is the representation of a larger number of persons, who

a) have economic rights to a work, artistic performance, phonogram, audiovisual re-



ording or broadcasting (hereinafter referred to as "subject-matters"),

b) perform economic rights on the basis of this Act (S. 50 and 55), or

c) on the basis of a contract, were granted a licence on an exclusive basis valid for the entire period of term of economic rights to the subject-matter and for the territory of the Slovak Republic, with the right to grant a sub-licence (hereinafter referred to as "right holders ") for their joint benefit, and that during the exercise of their economic rights to subject-matters released or offered to be released, if not any other than collective execution of these rights is not permitted (par. 3) or is inappropriate; the subject-matters offered to be released shall mean such a subject-matter, which has been notified in writing by the right holder to the relevant organization of collective management for the purpose of including such subjects into the register of subject-matters.

The exercise of collective management is not a temporary representation of right holders at the execution of their economic rights, if other than collective management of these rights is also permitted.

(3) Rights subject to mandatory collective management are as follows:

a) the right to remuneration in the case of the resale of the original work of visual arts (S. 19 par. 1),

b) the right to the compensation of remuneration (S. 24 par. 4 and 5 and S. 69 par. 3);

c) the right to give consent for retransmission of work by cable [S. 18 par. 2 letter h)]; the above shall not apply to rights to subject-matters which are contained in the broadcast of a broadcaster and the broadcaster has been executing them on the basis of law, a licence contract or another similar contract;

d) the right of the performing artist and the producer of a phonogram to equitable remuneration for the retransmission by cable of their subject-matters pursuant to S. 65; the above shall not apply to rights to subject-matters which are contained in the broadcast of a broadcaster and the broadcaster has been executing them on the basis of law or a licence contract;

e) the right of the author or the performing artist to give his consent to lending [S. 18 par. 2 letter c) and S. 63 par. 2 letter e)],

f) the right of the author or the performing artist to equitable remuneration for lending (S. 18 par. 7 and S. 63 par. 4).

(4) The collective management is carried out especially in the following areas:

a) public performance of work;

b) communication to the public by exhibiting the subject-matter by any technical devices;

c) broadcasting of the subject-matter;

- d) retransmission of subject-matter by cable;
- e) public distribution of original subject-matter or its copy by rental or lending;
- f) making copies of subject-matter for personal use;
- g) making copies of subject-matter by means of a reprographic equipment or other technical engineering equipment;
- h) resale of the original work of visual arts;
- i) use of the subject-matter for which equitable remuneration is paid.

(5) The collective management is carried out by the organization of collective management, namely systematically, in its own name, on its own responsibility and as the main subject of activity.

## Section 79

### **Collective management organization**

(1) The collective management organization is a legal person who was granted the authorisation to carry out the collective management.

(2) The authorisation to carry out the collective management can exclusively be given to a legal entity with its registered office in the territory of the Slovak Republic and which was established for non-business purposes pursuant to special regulation.<sup>10)</sup>

## Section 80

### **Granting and termination of authorisation**

(1) The decision on the granting of authorisation to execute collective management (hereinafter referred to as "authorisation") shall be made by the Ministry of Culture of the Slovak Republic (hereinafter referred to as "Ministry") on the basis of a written application of the legal entity (hereinafter referred to as "applicant").

(2) The application must contain

- a) the name, registered office, identification number, if assigned, and the designation of the statutory body of the applicant, the name and surname and permanent residence of the person who is the statutory body, or of the persons who are its members;
- b) the specification of the rights which are to be managed collectively;
- c) the specification of the subjects of rights referred to in letter b), and in the case of works, the definition of their type including;

d) supplements pursuant to par. 3 and 4.

(3) The applicant shall attach the following documents to his application pursuant to par. 2

a) the document proving facts required pursuant to par. 2 letter a) and S. 79 par. 2;

b) a document proving the membership or a promise of membership in an international organisation and a written statement from at least three international organisations executing collective management that they have a binding interest in contractual cooperation with the applicant, or a list of at least 150 persons from at least three other member states who showed a binding interest in collective management of their rights by the applicant;

c) information on professional, technological and economical ability to carry out the collective management including documents confirming this information;

d) a list of rights holders, who showed interest in collective management of their rights by the applicant including specification of their residence, state citizenship and signature of these rights holders;

e) a sample of draft contract on representation of rights holders at performing collective management;

f) a remuneration proposal regarding individual manners of use of subject-matters;

g) a proposal of rules of remuneration containing basic principles of distribution of selected remuneration and compensation of remuneration to authorised rights holders;

h) a statutory declaration of the applicant that annexes pursuant to letters c) and d) are up-to-date, complete and true.

(4) Documents pursuant to par. 3 letter a) and b) shall be attached to as an original copy or a verified copy; a verified translation made in Slovak shall be attached to documents made out in a foreign language.

(5) The applicant is a party to the proceedings pursuant to par. 1.

(6) The Ministry shall decide about the application for granting authorisation within 90 days from the day of filing an application. The Ministry, in the proceedings regarding granting authorisation will take into consideration especially the fact whether it is possible to presume that the applicant is qualified to carry out the collective management in an orderly and expedient manner.

(7) The Ministry grants a licence to the applicant,

a) whose application for authorisation fulfils prerequisites pursuant to par. 2;

b) who is applying for an authorisation for rights and to such a subject of these rights, and in case of works – then such a type, in which case the collective management is practical;

c) who is fulfilling prerequisites for ensuring the execution of collective management in an orderly and expedient manner.

(8) The Ministry will release its decision regarding granting authorisation in the sector medium and on its internet page.

(9) The Ministry is keeping a record of organisations of collective management to which the Ministry has granted authorisation; the records contains the name, seat of the organisation of collective management and specification of collectively managed rights and the subject of these rights, and in case of works – the specification of their type.

(10) The authorisation shall expire by dissolution of the legal entity to which the authorisation was granted, or on the basis of a decision of the Ministry regarding withdrawal of authorisation (S. 83 par. 9).

### **Obligations of the collective management organization and the user of subject-matters**

#### Section 81

(1) The collective management organization shall properly, by applying the principles of professional care, and within the scope of the granted authorisation

a) represent each right holder in the exercise of his rights which *the collective manager* manages on the basis of this Act;

b) take on habitual terms the representation of every right holder in the exercise of his rights if the latter requests him to do so and proves that the subject-matter has been used in the relevant manner, and if that right holder is not represented by another person in the exercise of the right relating to the subject-matter, and in the case of works – in the exercise of the right to the work;

c) represent every right holder in the exercise of his rights within the scope as agreed upon with him;

d) represent right holders on equal conditions;

e) keep a register of contractually represented right holders; the register contains only such data as are necessary for the execution of collective management;

f) keep a register of the subject-matters for which the rights are being collectively managed, if such subjects are known to him; the register must contain only such data as are necessary for the execution of collective management;

g) inform whoever requests such information in writing, whether he represents the right holder and issue a written certificate of such fact at the request and cost of the applicant;

h) conclude, on reasonable and equal terms, with the users or with the persons authorised to protect the interests of users associated in such bodies who use the subject-matters, or with persons obliged to pay the compensation of remuneration pursuant to this Act, agreements by which

1. the user is granted authorisation to exercise the right to use the subject-matter for which the collective manager manages such right collectively;

2. agree upon with the user or the person obliged remuneration, equitable remuneration or compensation of remuneration and the manner of its payment;

i) in his own name and on behalf of the right holders, seek claims for the surrender of unlawful enrichment resulting from the unauthorised exercise of a collectively managed right; the above shall not apply if a right holder, if authorised to do so, presents such claims for himself, or if such procedure is uneconomical;

j) collect on behalf of the right holders, in compliance with this Act and with the agreements pursuant to letter h), remuneration, equitable remuneration, compensation of remuneration and eventual revenue from the surrender of unlawful enrichment, to divide it and disburse it in compliance with his rules of remuneration

k) keep a record of collected remuneration, equitable remuneration, compensation of remuneration and revenue from surrendered unlawful enrichment, and to allow the right holder at his request the checking of the correctness of the amount of remuneration, equitable remuneration, compensation of remuneration and eventual revenue from unlawful enrichment paid out to him;

l) ensure tasks in the area of registration and ensure registration into the international lists of right holders and subject-matters, and with the consent of right holders to provide the Ministry information connected with both registration and record-keeping pursuant to letter f) and k);

m) create a reserve fund from the collected remuneration, equitable remuneration, compensation of remuneration and eventual revenue from unlawful enrichment;

n) perform accounting;

o) draft, as of 30<sup>th</sup> June of each year, an annual report on the activities and economic management (hereinafter referred to as "annual report ") for the preceding calendar year, comprising also the annual financial statements verified by an auditor, and to submit it to the Ministry without undue delay; the annual report shall contain a full and fair description of all decisive facts and shall be made available to all right holders;

p) inform the Ministry of all changes in the data presented in the application for the granting of authorisation pursuant to S. 80 including changes of the person who is the statutory body of the collective manager or member of such body, and document such

changes not later than 15 days from such change;

r) provide the Ministry

1. a copy of changes of documents attached to the application for the granting of authorisation pursuant to S. 80 par. 3 and 4 within 15 days from the day of change;
2. information about the contractual commission to carry out the collective management from other collective management organization including foreign (*collective management organization*) and a copy of other documents related to the carrying out of the collective management within 15 days from the date on which the Ministry requested them;
3. a copy of judicial decision or other relevant body, if the organization of collective management is a participant in the proceedings, within 15 days from the date on which the Ministry requested it;

s) publish in a suitable manner the remuneration and equitable remuneration tariff rates;

t) inform the Ministry on judicial decisions or other relevant bodies in proceedings to which the collective manager is a participant, and which have a fundamental impact on his activity.

(2) The obligations pursuant to par. 1 letter a) and b) shall exclusively apply to a right holder who is citizen of the Slovak Republic, or who has permanent resident or is based in its territory.

(3) The organization of collective management shall represent the right holder on the latter's account and under the collective manager's name. The collective management organization shall execute collective management on a non-profit basis. The collective management organization shall be entitled to claim compensation of effectively expended costs.

(4) Both the user and the person obliged to pay compensation of remuneration (S. 24 par. 6) shall be obliged to enable the collective management organization to perform the orderly execution of collective management and must not, without serious reason, refuse to provide necessary information to the organization of collective management. The collective management organization may not use the information obtained during the execution of the collective management for any other purpose than the execution of collective management. The collective management organization shall be authorised to monitor the orderly and timely fulfilment of both the agreements concluded by it in the execution of collective management and statutory obligations of persons obliged to make the payment of compensation of remuneration; the user or other party to such an agreement and also the person obliged to pay compensation of remuneration, shall be obliged to allow the collective management organization the execution of such activity.

(5) If the operator of premises or other area provides his premises or other area to an organizer of public-cultural performances for public performance or communication to the public of a musical work or artistic performance, this operator shall be deemed to be the user of the musical work or artistic performance, if he fails to report to the collec-

tive management organization the data necessary for the identification of the organizer of the said public-cultural performance.

(6) In case of public performance of a musical work, the organizer of the public-cultural performance shall, at the latest within 10 days before the performance, inform the relevant collective management organization of the programme of the performance, listing the names of the authors and titles of all works that are to be produced; if the organizer fails to report the above facts to the collective management organization, the presumption is that only such works will be performed with regard to public performance of which the collective management organization has been administering the rights.

## Section 82

(1) If the collective management organization will neither agree with the user on the conclusion of a licence contract or a mass licence contract, or on the conclusion of a collective licence contract with a legal entity associating the users, by which the organization will grant its approval to use the subject-matters to which the organization has been administering rights pursuant to this Act (hereinafter referred to as “administered subject-matters”), nor on the conclusion of an agreement on equitable remuneration for the use of the subject-matters by the user, the collective management organization, the user or the legal entity associating the users of the subject-matters may request that the contents of such a contract or agreement is stipulated by a court; <sup>8)</sup> the court at stipulating the contents of the contract or agreement shall take into consideration the type of administered subject-matter, the manner and extent of its use, time during which the administered subject-matter will be used and conditions pursuant to S. 81 par. 1 letter h).

(2) The collective management organization, the user or the legal entity associating the users may file an action pursuant to par. 1 also in case if the right to use the administered subject-matters continues but one party was submitted a legal act directed at the termination of this right; if a contract concluded for a limited period of time is concerned, the suit may be filed within the time period from the first day of the month proceeding the month in which the validity of this contract shall expire, up to the moment on which arises the right to use the administered subject-matters.

(3) The right to use the administered subject-matters for remuneration pursuant to par. 5 shall arise to the user, if he files an action pursuant to par. 1 at the latest within the time period of 60 days from (*the moment*) on which the right to use the administered subject-matters has expired or on which he commenced to use the administered subject-matters, and if he proves

a) the collective management organization, within this time period, the creation of a bank guarantee <sup>11)</sup> for the fulfilment of the user’s obligation at the latest in the amount calculated according to the remuneration for the use of subject-matters for 12 months specified in the suit pursuant to par. 1, or

b) the collective management organization to deposit funds on a regular basis, at least once in three calendar months in the amount of remuneration for the use of the adminis-

tered subject-matters as specified in the suit pursuant to par. 1 with a notary or to his own account determined exclusively for this purpose.

(4) The right to use the administered subject-matters pursuant to par. 3 shall terminate on the day on which the judicial decision regarding the suit pursuant to par. 1 becomes valid; if right to use the administered subject-matters has arisen earlier to the user, the right pursuant to par. 3 shall terminate at that moment.

(5) The collective management organization shall agree with the user, the remuneration for the use of administered subject-matters pursuant to par. 3 after the termination of right to use the administered subject-matters pursuant to par. 4. If the collective management organization and the user fail to agree on remuneration according to the first sentence, the remuneration will be set by a court on the proposal of one party; the court at setting the remuneration shall take into consideration the type of administered subject-matter, the manner and extent of its use, time during which the administered subject-matter will be used and conditions pursuant to S. 81 par. 1 letter h).

(6) If the action pursuant to par. 1 is filed by the collective management organization or a legal entity associating the users within the period pursuant to par. 3, the condition pursuant to par. 3 regulating the filling of an action shall be deemed to have been fulfilled by the user. The amount of the bank guarantee pursuant to par. 3 letter a) or the amount of funds deposited on account pursuant to par. 3 letter b) may also be calculated by the user so that the basis shall form the remuneration and the terms and conditions of the last valid contract by which the collective management organization has granted its approval for the use of administered subject-matters.

(7) If any rights pursuant to S. 78 par. 3 are not regulated by any collective management organization in the Slovak Republic, a right to use these subject-matters shall be created in favour of the user if the user has been establishing a fund for the payment of remuneration for their use; the user is not obliged to create a reserve fund for the payment of remuneration for the use of subject-matters that were used at least three years ago. Provisions of par. 5 shall apply accordingly.

(8) If a user becomes entitled to use the subject-matters pursuant to par. 3 or par. 7, documents proving the fulfilment of conditions stipulated in these provisions are other documents proving the conclusion of a contract with the collective management organization, which must be submitted (*by the user*) or by which he shall prove the fulfilment of obligations pursuant to special provision.<sup>12)</sup>

## Section 83

### **Supervision by the Ministry**

(1) The Ministry is performing the supervision over the execution of collective rights management by verifying the fulfilment of obligations by the collective management organization at the execution of collective management, and also over obtaining and analysing information and background records connected with the execution of col-



lective management.

(2) The Ministry, at performing the supervision pursuant to par. 1, shall be entitled  
a) to request information, documents or other background records necessary for the proper carrying out of supervision from the collective management organization, and also from other persons who disposes or who could dispose with such information or background papers;

b) to ascertain whether the collective management organization is fulfilling its obligations pursuant to S. 81 par. 1 to 3;

c) to fix a suitable period of time for the rectification of found faults to the collective management organization;

d) to impose a fine;

e) to withdraw authorization.

(3) The collective management organization or other person is obliged to provide the Ministry true and complete information or background papers and co-operation, namely in the extent necessary for the performance of supervision pursuant to par. 1 and within the time period stipulated by the Ministry.

(4) If the collective management organization or other person fails to fulfil obligations pursuant to par. 3, the Ministry may impose a procedural fine up to EUR 1 659, namely also repeatedly.

(5) If the Ministry ascertains that the collective management organization has violated any of its obligations pursuant to S. 81 par. 1 to 3, the Ministry will impose a fine to the above up to EUR 16 596.

(6) If the Ministry ascertains that the collective management organization or other person has been carrying out the collective management without authorisation, the Ministry will impose a fine to the above from EUR 165 to EUR 33 193.

(7) The Ministry will withdraw the authorisation, if  
a) the authorization was granted on the basis of false data;

b) the collective management organization ceased to fulfil the conditions for granting of authorization and it did not remedy the matter within an adequate period of time stipulated by the Ministry, or it is not possible to remedy the matter; or

c) the collective management organization has so applied.

(8) The Ministry may withdraw the authorisation also if the collective management organization has seriously and repeatedly violated obligations pursuant to par. 3 or any obligation pursuant to S. 81 par. 1 to 3.

(9) Authorisation withdrawn pursuant to par. 7 letter a) or b) or par. 8 shall terminate on the day stipulated in the decision on withdrawal of authorization, however at the latest on the day on which the decision becomes valid. Authorization withdrawn pursuant to par. 7 letter c) shall cease on the last day of the calendar month in which elapses a six-month period from the day on which the application was submitted to the Ministry, however not before the day on which the decision regarding withdrawal of authorization comes into force.

(10) Provision of S. 80 par. 6 shall reasonably be applied to proceedings on withdrawal of authorization pursuant to par. 7 letter c).

(11) The Proceedings on imposition of a penalty may be commenced within one year from the day on which the Ministry has learned about the violation of obligations imposed by this Act. At determining the fine amount, the Ministry will take into consideration the gravity and consequences of the violation of obligations.

(12) By imposing a fine, the obligations for the violation which the fine was imposed shall not be forfeited.

(13) The fine imposed by the Ministry is due within 30 days from the day on which the decision, by which the fine was imposed, comes into force. Fine revenues are the state budget income.

## Section 84

### **Rights and obligations of the user**

If the user fails to prove that the rights holder has explicitly excluded the collective management of his rights, and if authorization pursuant to S. 80 was granted in the area of use of subject-matters, the user is obliged to fulfil his obligations resulting from the use of the subject-matter by means of the collective management organization that was granted authorization to collective management in the specified area of use of subject-matters.

## Section 85

### **Financial management and assets of collective management organization**

(1) Costs connected with the execution of collective administration shall, after agreement with the represented rights holders, be paid by a deduction from selected remuneration, membership fees and other income.

(2) The manner of handling with property is regulated by statutes of collective management organization and special regulations.

(3) After dissolution of an collective management organization or after the with-

drawal of authorization, the property settlement shall be carried out in accordance with special regulations.

## **PART SIX**

### **COMMON, TRANSITORY AND FINAL PROVISIONS**

#### **Section 86**

##### **Common provisions**

(1) Rights recognized to citizens of the Slovak Republic pursuant to this Act shall also apply to citizens of other member states or EEA states.

(2) Rights recognized pursuant to this Act to a producer of phonograms, audiovisual recording producer, broadcaster, publisher of a work not released before or maker of a database having his registered office in the territory of the Slovak Republic shall also apply to a producer of phonograms, audiovisual recording producer, broadcaster, publisher of a work not released before or maker of a database having his registered office in the territory of a member state or EEA state.

(3) The protection of rights pursuant to this Act shall also apply to an subject-matter of which the country of origin is another member state or EEA state.

(4) The general provision on administrative proceedings <sup>13)</sup> shall apply to proceedings pursuant to S. 80 and 83, if not stipulated otherwise by this Act.

#### **Heading cancelled as from 1 March 2007**

#### **Section 87**

(1) Term of economic rights of an author, performing artist, producer of phonograms and broadcaster are governed by this Act also if this period commenced prior the validity of this Act.

(2) Provisions of this Act shall also regulate legal relations arisen prior the validity of this Act; the establishment of these legal relations including claims arisen therefrom prior the validity of this Act, however shall be considered according to the hitherto provisions.

(3) Authorisations to carry out the collective management granted in accordance with hitherto provisions are deemed to be authorisations to carry out the collective management pursuant to this Act. The Ministry shall harmonise the contents and scope of these authorisations with this Act and shall grant the relevant persons authorisations pursuant to this Act within 90 days from the day on which this Act comes into force.

(4) A proceeding commenced prior the validity of this Act shall be governed by hitherto provisions.

(5) The precondition governing the filing an action pursuant to S. 82 par. 4 shall be deemed to have been fulfilled, if the user filed an action pursuant to S. 82 par. 1 within 60 days from the day on which this Act took effect.

#### Section 87a

(1) Legal relations arisen prior 1 March 2007 shall also be regulated by provisions of this Act; commencement of these legal relations including claims arisen therefrom and rights resulting from the responsibility for violation of contracts concluded prior 1 March 2007 shall be assessed according to legal regulations in force to 1 March 2007.

(2) Term of economic rights of a producer of phonograms to the phonogram and the audiovisual recording producer to audiovisual recording that have not passed as of 1 March 2007, shall be governed by this Act also if the period commenced prior 1 March 2007. Provisions of S. 64 par. 5 and S. 70 of this Act shall also apply to the term of economic rights of a producer of phonograms to the phonogram if this term has expired prior 1 March 2007; rights arisen from the use of such a phonogram prior 1 March 2007 shall remain free from prejudice. Provisions of S. 66 par. 5 and S. 70 of this Act shall also apply to the term of economic rights of an audiovisual recording producer to the audiovisual recording if this term has expired prior 1 March 2007; rights arisen from the use of such an audiovisual recording prior 1 March 2007 shall remain free from prejudice.

(3) Administrative proceedings not rightfully closed with a final judgment prior this Act came into force shall be closed in accordance with the legal regulations effective 1 March 2007.

(4) If the user becomes entitled to use the subject-matter pursuant to S. 82 par. 7 prior 1 March 2007, this right shall terminate on 1 March 2007 in the scope which is not in accordance with these provisions, in the wording in force from 1 March 2007; the above shall not prejudice the user's obligation related to the reserve fund for the payment of remuneration for use of the subject-matter.

(5) If the collective management organization has been carrying out the collective rights management regarding adequate remuneration in a different area as it is the area pursuant to S. 78 par. 4 letter i) as of 1 March 2007, it is obliged to apply for authorisation to carry out the collective rights management in accordance with this Act to the Ministry, namely not later than 30 March 2007, otherwise the authorisation to carry out the collective rights management shall terminate; the performance of collective rights management which the collective management organization has been carrying out pursuant to hitherto provisions shall be deemed to be legitimate, namely up to the moment of lawful resolution of the Ministry in the matter.

## Section 87b

The administrative proceedings initiated before 1 January 2009 shall be finished in accordance with this act so that the amount of the fine expressed in Slovak crowns will be converted by the conversion rate<sup>14)</sup> and it shall be rounded to EUR down.

## Section 88

By this Act, legal deeds of the European Community specified in the supplement are adopted.

## Section 89

Deleted:

1. Act No. 383/1997 Coll. Copyright Act and the act amending and completing the Customs Tariff Act, as amended and as amended by Act No. 234/2000 Coll.

2. Act No. 283/1997 Coll. on Collective Rights Management pursuant to Copyright Act and on amendment to and completion of some acts as amended by Act No. 234/2000 Coll.

## Section 90

### **Effect**

This Act takes effect on 1 January 2004.

Act No. 84/2007 Coll. took effect on 1 March 2007.

Act No. 220/2007 Coll. takes effect on 31 May 2007.

Act No. 453/2008 Coll. takes effect on 1 January 2009.

**Rudolf Schuster v.r.**

**Pavol Hrušovský v.r.**

**Mikuláš Dzurinda v.r.**

## **SUPPLEMENTS**

### **LIST OF ADOPTED LEGAL ACTS OF THE EUROPEAN COMMUNITY AND THE EUROPEAN UNION**

1. Council Directive 91/250/EC dated 14 May 1991 on the legal protection of computer programs (Special edition OJ of the European Union, Chapter 17/Volume 1, Official Journal L 122, 17.5.1991) as amended by Directive 93/98/EC (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 290, 24 November 1993).

2. Council Directive 92/100/EEC dated 19 November 1992 on rental right and lending right and on certain rights related to copyright in the field of intellectual property (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 346, 27 November 1992).

3. Council Directive 93/83/EEC dated 27 September 1993 on the coordination of certain rules concerning copyright and rights related to copyright applicable to satellite broadcasting and cable retransmission (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 248, 6 October 1993).

4. Council Directive 93/98/EEC dated 29 October 1993 harmonizing the term of protection of copyright and certain related rights (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 290, 24 November 1993) as amended by 2001/29/ES of the European Parliament and of the Council (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 167, 22 June 2001).

5. Directive 96/9/EC of the European Parliament and of the Council dated 11 March 1996 on the legal protection of databases (Special edition OJ of the European Union, Chapter 13/ Volume 15, Official Journal L 77, 27 March 1996).

6. Directive 2001/29/EC of the European Parliament and of the Council dated 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 167, 22 June 2001).

7. Directive 2001/84/EC of the European Parliament and of the Council dated 27 September 2001 on the resale right for the benefit of the author of an original work of art (Special edition OJ of the European Union, Chapter 17/ Volume 1, Official Journal L 272, 13 October 2001).

8. Directive 2004/48/EC of the European Parliament and of the Council dated 29 April 2004 on the enforcement of intellectual property rights (Special edition OJ of the European Union, Chapter 17/ Volume 2, Official Journal L 157, 30 April 2004).

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1) S. 56 of Act No. 220/2007 Coll. Digital Broadcasting of Programme Services and on Provision of other Content Services Through Digital Communication and on Amendments to Certain Acts (Act on Digital Broadcasting).

1a) S. 2 par. 8 of Act of the National Council of the Slovak Republic No. 215/1995 Coll. on Geodesy and Cartography.

2) S. 116 of the Civil Code.

3) S. 3 par. 1 and S. 4 of Act No. 183/2000 Coll. on libraries, on the amendment to Act No. 27/1987 Coll. of the Slovak National Council on the preservation of historical monuments and on the amendment to Act No. 68/1997 Coll. on the League for the Advancement of the Slovak Nation.

4) S. 4 of Act No. 395/2002 Coll. on Archives and Registries and on the Amendment to certain Acts.

5) S. 1 par. 2 letter c) of Act of the National Council of the Slovak Republic No. 96/1991 Coll. on Public Cultural Events.

6) S. 631 to 643 of the Civil Code.

7) S. 50 of the Civil Code.

8) S. 161 par. 3 of the Rules of Civil Procedure.

9) Article 3 of the Convention on International Recording of Audio-Visual Works (report No. 365/1992 Coll.).

9a) For example S. 24 par. 1 letter k) and S. 31 par. 2 letter l) of Act of the National Council of the Slovak Republic No. 138/1992 Coll. on Authorised Architects and Authorised Civil Engineers, as amended by the National Council of the Slovak Republic.

9b) the Civil Code.

10) For example Act No. 83/1990 Coll. on Association of Citizens, as amended.

11) S. 313 of the Commercial Code.

12) S. 16 letter f), S. 17 par. 1 letter c), S. 46 par. 2 letter d), S. 57 par. 2 letter d) of Act No. 308/2000 Coll. on Broadcasting and Retransmission and on the amendment to Act No. 195/2000 Coll. on Telecommunication, as amended.

13) Act No. 71/1967 Coll. on Administrative Proceedings (the Rules of Civil Procedure), as amended.

14) S. 1 par. 2 letter c) of Act No. 659/2007 Coll. on establishment of EURO currency in the Slovak Republic and on amendment and supplementing of some acts.