

## Supreme Decree No. 23907

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*Whereas:*

Copyright Law No. 1322 of April 13, 1992 regulates the rules of copyright protection for works of a literary, artistic or scientific nature and the related rights, making provision in Article 74 for the regulations governing its execution.

The Office of the National Secretary for Culture shall be responsible for preserving and strengthening all expressions of culture, as a result of which it must align its basic goals with the norms of the above-mentioned law and those that govern it.

*In the Council of Ministers*

*It is hereby decreed:*

*Article One.* The Regulations under Copyright Law No. 1322 of April 13, 1992, composed of 31 articles, which are annexed to this Supreme Decree, are hereby adopted.

The Ministers of State for Human Development Affairs, Finance, Economic Development and Labor shall remain responsible for executing and enforcing this Supreme Decree.

Done in the Palace of Government in the city of La Paz, on the seventh day of the month of December, of the year one thousand nine hundred and ninety-four.

*Signed: Gonzalo Sánchez de Lozada, Antonio Aranibar Quiroga, Germán Quirogá Gómez, Raúl Tovar Piérola, Carlos Sánchez Berzaín, René Oswaldo Blattmann Bauer, Fernando Alvaro Cossio, Enrique Ipiña Melgar, José G. Justiniano Sandoval, Reynaldo Peters Arzabe, Ernesto Machicao Argiró, Alfonso Revollo Thenier, Jaime Villalobos Sanjinés.*

### **Regulations under the Copyright Law**

**1.** These Regulations establish the specific provisions for the copyright protection rules enshrined in Law No. 1322 and the related rights determined by the same Law.

Copyright encompasses the moral rights which protect the paternity and integrity of the work, and the economic rights which protect the economic exploitation thereof. Similarly, it safeguards the cultural heritage of the Nation.

**2.** This shall also mean an anonymous work, as defined by clause (*d*) of Article 5 of the Copyright Law, whose author is unknown and which has been kept in some form, without any certain possibility of identifying the author.

With respect to clause (*p*) of the same Article, this shall be understood as broadcasts or live or delayed transmissions by any medium that is known or may become known in the future.

**3.** Without prejudice to the author's moral right to object to any distortion, mutilation or other modification to the work, as provided for in Article 14(*b*) of the Copyright Law,

anyone seeking to utilize a work that generates profits of any kind must obtain authorization from the author or his/her representatives, expressed in the form of a written contract stipulating the scope and characteristics of the utilization. Any full or partial utilization of a work, as well as its transformation by any method allowed by the Law in the form mentioned above, shall contain a reference to the original author, the title of the work, year of publication or performance, name of the publisher or producer, as appropriate, any relevant credits and any other information allowing his identification.

When other works as defined by the Law, or similar works, are derived from protected collective works of any kind, the copyright of the creators of the original works shall subsist, and it shall be necessary to obtain the prior authorization of the author(s) or their representatives, provided that said works are to be found in the private domain.

Individual or collective works created under a contract for employment or the delivery of services, or those created by employees or public officials in the performance of the duties inherent in their position, shall be owned by the legal entity or person on whose behalf and at whose risk they were made, unless otherwise agreed.

**4.** When an anonymous work is utilized, it shall be in accordance with the provisions of Article 60 of the Law and Article 25 of these Regulations, insofar as there is no possibility of reliable identification of authorship. When the utilization refers to a work under a pseudonym, initials, acronym or sign and the author's identity is unknown, the corresponding right shall be exercisable by the natural person or legal entity who or which has made it known, provided this is done with the author's consent by means of a written contract, and insofar as the author does not reveal his identity.

**5.** In all cases involving divisible works, each of the authors shall be free to publish, reproduce and exploit by any means his respective part.

**6.** In accordance with Article 13 of the Law, the following rights of the economic exploitation of the collective work shall be considered transferred as follows: (a) literary works to the publisher; (b) musical and theatrical works to the impresario or producer, as the case may be; (c) cinematographic works and videos to the producer.

Failing a specific reference, it shall be understood that the rights remain transferred to the primary person in charge of the utilization of the work.

**7.** In any utilization of a work, including those not for profit, the person in charge of said utilization shall be obliged to mention the author or authors or their pseudonyms, and the title thereof.

In the case of the works referred to in Chapter II of Title V of the Law, there is an obligation to mention the origin of works of national folklore with, if possible, a clear reference to the community from whence the works come. The State, through the Office of the National Secretary for Culture, shall ensure the integrity of the works of folklore, including for utilizations that take place outside the national territory.

Any violation of the author's moral rights may be actionable by him, his heirs or successors in title, the State, local councils or any natural person or legal entity with legal grounds to take such action.

**8.** The duration of the protection of economic rights in special cases shall be subject to the following provisions:

(a) Protection for all joint works, for collections, dictionaries, encyclopedias and other collective works shall extend for 50 years from the date of their publication, and economic rights shall be recognized for the benefit of their directors or in equivalent shares for the contributors, on the basis of prior agreement therewith.

(b) In the case of compound works of various volumes which are not published simultaneously, or publications in the form of periodic installments or submissions, the term of protection for each volume, installment or submission shall run from the respective date of publication.

(c) In the case of a pseudonymous work which leaves no doubt as to the identity of the author, the term of protection shall be as usual.

(d) Cinematographic and photographic works, as well as those obtained by processes analogous to cinematography or photography, shall be deemed to be published on the date of their first showing in public.

(e) In all cases to which this is applicable, the term of protection starting with publication shall be interpreted to mean that said term ends on December 31 of the corresponding year.

**9.** The right of quotation enshrined in Article 24 of the Law shall not apply to the utilization of fragments of works for profit, in which case a contract shall be negotiated with all of the parties which hold economic rights of authors and related rights.

**10.** Letters from deceased persons, whether they have been disclosed or not, may only be published in the 50 years following their decease with the express authorization of their heirs or successors in title.

**11.** In the community of property, each spouse shall be the owner of the works created by each one of them, in which they shall retain respectively their moral and economic rights, in accordance with the provisions of Article 107 of the Family Code.

**12.** The transfer of the negative or a similar medium of reproduction for a cinematographic, photographic or similar work by its author, shall not imply the transfer of the reproduction rights, unless otherwise agreed.

**13.** The different forms of utilization of the work shall be independent of each other; the author's authorization for one form of utilization shall not extend to the others.

The contracts stipulated in Article 29 of the Law shall, as appropriate, provide for the following exceptions:

(a) The person transferring the right to use a work shall assume towards the author jointly and severally with the transferee the obligations contracted by the transferee in the respective contract, as well as in terms of compensation for any damage and harm the transferee may cause as a result of non-fulfillment of any of those contractual obligations.

(b) The right to use a work that has been acquired by means of a contract may only be transferred to a third party with the author's consent. Said consent shall be deemed granted when the author does not refuse it within 15 days following receipt of a written request from the right holder or presumed transferee. This warning shall be expressly contained in the request.

(c) The full exercise of the right of revocation shall be effective within sixty days of communication by the author or his successors in title, without requiring any other formality, unless the exercise of the transferred right of use proves impossible for the holder or if said holder refuses to exercise it or if the deadline mentioned entails emerging damage or a cessation of profits for the author.

(d) Utilization of the right of revocation shall not affect the rights and obligations of the derivative parts of the contract, or other legal provisions involving the payment of compensation for damage and harm caused by the non-fulfillment of any such provision.

**14.** If no deadline is stipulated for submitting the original of the work, it shall be understood that this shall take place within 60 days following signature of the contract. In the case of an already published work, the original may be submitted in the form of a printed copy, with all changes, additions or deletions duly indicated.

If the author or publisher delays publication of the agreed edition without completely just cause, he shall compensate the other party for the damage caused.

During the life of the publishing contract, the publisher shall be entitled to institute or continue any proceedings provided for by the Law against acts of fraud which infringe his rights, without prejudice to the right of the author and his successors in title to go ahead with the same proceedings, which the author and publisher may do jointly or separately.

**15.** The author's compensation may be negotiated as a quantity of copies that will be 10% (ten per cent) of the print run or as a fixed sum agreed contractually that is not less than 10%, or in periodic payments depending on sales.

Any increase or decrease in the sale price of a work whose compensation for the author must be paid in proportion to the number of copies sold, shall be taken into account in every payment.

**16.** The publishing contract shall take due account of the following regulatory provisions:

(a) The printer may print an additional quantity of each sheet of not more than 5% (five per cent) of the quantity authorized, to cover the risk of damage or loss during printing or binding. The resulting additional copies over and above the quantity stipulated shall be taken into account in the author's compensation, if it has been agreed on the basis of the number of copies sold.

(b) If the author's compensation is equivalent to a fixed sum regardless of the results obtained from the sale of the copies printed and unless stipulated otherwise, it shall be assumed that it is due once the work is ready for distribution or sale to the public.

(c) If the remuneration has been agreed in proportion to the number of copies sold, it shall be paid in half-yearly installments or at more frequent intervals agreed contractually by the parties, starting from the date on which the work went on sale, by means of accounts which the publisher shall give the author and which may be verified at any moment. Any contract that increases the maximum half-yearly term shall be null and void, and failure to pay said obligation shall entitle the author to rescind the contract, without prejudice to the acknowledgement of any damage or harm that may have been caused.

(d) The publisher may not order work to begin on a new printing or edition that has been authorized in the contract without notifying the author accordingly, who shall be entitled

to make any corrections or additions he deems necessary, with the publisher being obliged to bear the additional costs.

(e) Unless otherwise agreed, in the case of works which by their nature must be updated, the preparation of the new originals shall be done by the author; if, however, he cannot or does not wish to do so, the publisher may contract such preparation out to an appropriate person, indicating this in the new edition and highlighting by means of different-sized characters or a different font those parts which are added or amended, without prejudice to the compensation negotiated for the benefit of the author or his successors in title.

(f) Non-fulfillment by the author as to the date and form of submission of the originals shall give the publisher the option to rescind the contract or to return the originals to the author so that their presentation may be adjusted to fit the agreed terms. In the event that the originals are returned, the publisher's deadline(s) for beginning and finishing the edition shall be extended by the amount of time by which the author is late in submitting the duly corrected originals.

(g) The right to publish separately one or more works by the same author shall not confer upon the publisher the right to publish them together. Similarly, the right to publish an author's joint works shall not entitle the publisher to publish them separately.

(h) If, prior to finishing the preparation and submission of the originals of the work, the author dies or through no fault of his/her own is unable to finalize them, the publisher may deem that the contract is terminated, without prejudice to any rights that have been constituted for the author's benefit. If he opts to publish the part of the original he has received, he may reduce the negotiated compensation accordingly.

(i) If, after the work has been on sale to the public for one year, no more than 30 per cent of the copies printed are on public sale, the publisher may consider the contract to be terminated and sell off the remaining copies at a price lower than the one negotiated or initially set by the publisher, and reduce the author's compensation proportionately to the new price if this has been agreed, in proportion to the number of copies sold. In this case, the author shall have an option to buy unsold copies at the new sale price set minus a discount of 30% (thirty per cent), for which purpose he shall have a time limit of 60 days from the date on which the publisher has notified him of his decision to sell off such copies. If the author avails himself of this right of purchase, he may not request fees or royalties for such copies.

In addition to the obligations under the Commercial Code and the Copyright Law, the publisher shall have the following obligations:

1. To provide the author, free of charge and without affecting the royalties, with up to a maximum of one per cent (1%) of the copies printed for each edition, unless otherwise agreed. Copies received by the author under this arrangement shall not be for sale, and shall not be considered copies sold as far as the payment of royalties is concerned.

2. To provide the author with the corresponding accounts or reports on a timely basis, and to allow him or his representatives to inspect the printing works or warehouses.

3. To comply with the current obligations concerning legal deposit.

4. Without prejudice to other applicable provisions, the publisher shall affix, on the inside cover of each of the copies printed, a reference to the reservation consisting of the symbol © followed by the name of the copyright holder, the name and full address of the original publisher and, as appropriate, preceded by a new symbol ©, the name and address of

the publisher of the current edition, that of the translator, as the case may be, and that of the publisher of the translation and his full address.

**17.** The author or his representatives, as well as the phonogram producer, may, together or separately, initiate proceedings for the unlawful production or utilization of phonograms or of the arrangements or mechanisms according to which the work is illicitly fixed.

The provisions set out in the Law and these Regulations with regard to the record-recording contract shall apply by extension to literary works used as a text for a musical work or fixed on the phonogram in declamatory form or as a printed text accompanying the phonogram. The author of the literary work shall authorize the utilization of said text in the recording or printing by means of the mechanisms provided for in the Law and these Regulations.

**18.** In the record-recording contract, the author shall be compensated solely in proportion to the number of copies sold, and the phonogram producer shall keep a registry system making it possible to ascertain said number at any time. The author or his representatives may verify the accuracy of the corresponding payment by inspecting the works, warehouses, depots and offices of the producer. The authors or society representing them shall be informed in advance of any change in the public sale price of the phonograms.

**19.** If no term has been set for the contract of representation or if the term set is longer than the usual one, the term shall be one year, without prejudice to the validity of other contractual obligations. Said term shall be calculated from the day the author gave the work to the impresario.

If the impresario fails to pay the author his corresponding share, the competent authority, at the request of the author, his successors in title or the societies which represent them, shall order an embargo on receipts and the suspension of performances, without prejudice to any other appropriate legal measures which may be taken for the author's benefit.

In the event that the work is not performed in the term set in the contract, the impresario shall return to the author the copy of the work received from him and compensate him for the damages caused by non-fulfillment.

The impresario may only replace the main performers of the work or the orchestra or choir directors directly without consulting the author in case of an unforeseen emergency that can not be delayed.

**20.** The cinematographic producer shall be the natural person or legal entity who or which is legally and ultimately responsible for contracts with all persons or entities involved in the making of the film and shall have the following exclusive rights:

(a) To reproduce the cinematographic work with a view to its distribution and showing by any means.

(b) To initiate legal proceedings for any unauthorized reproduction or showing of the cinematographic work.

**21.** The competent administrative authorities may not authorize public performances or concerts of musical works unless the person in charge submits a program accompanied by the authorization of the rights holders or their representatives.

Authorizations for the utilization of public performances of musical works may be granted by societies for copyright and related rights recognized by the Law.

**22.** Any public performance given in accordance with the Law and these Regulations shall entail, for the author(s) and for the performers and phonographic producers when the performance is made based on a fixation or reproduction or is transmitted by any means, receipts or royalties in favor thereof, which shall be set in accordance with the provisions of Articles 55 and 56 of the Law and Article 27.5 of these Regulations.

**23.** In accordance with Articles 53 and 54 of the Law, it shall be understood that the right granted to the phonographic producer may not impair the right granted to performers under Article 53. Unless otherwise stipulated, it shall be understood that:

(a) authorization to broadcast a performance shall not imply authorization to allow other broadcasting bodies to transmit the performance.

(b) authorization to broadcast shall not imply authorization to fix the performance.

(c) authorization to broadcast and to fix the performance shall not imply authorization to reproduce the fixed performance.

(d) authorization to fix the performance and to reproduce this fixation shall not imply authorization to transmit the performance on the basis of the fixation or reproductions thereof.

If the performers authorize the incorporation of their performance in a fixation with sound, images or both images and sounds, clauses (b) and (c) above shall not apply.

None of the foregoing provisions may be interpreted as limiting performers' rights to sign contracts, on conditions more favorable to themselves, concerning any utilization of their performance.

**24.** Broadcasting bodies may make temporary fixations of works or performances to whose transmission the holders have consented, for the sole purpose of using them for their own broadcasts for the stipulated number of times, and shall be obliged to destroy or erase them immediately following the last authorized transmission.

**25.** The sums collected in relation to the utilization of works belonging to the national heritage and foreign works in the public domain shall be deposited into an account; such an account shall be set up to that end by the Office of the National Secretary for Culture and earmarked for programs for cultural development and dissemination programs implemented by that body. Author's societies may receive such sums acting as collection agents.

For the purposes of Articles 60 and 61 of the Law, the following collection percentages are hereby established, which shall apply to the percentages corresponding to works in the private domain for the utilization of works from the national heritage and the public domain:

(a) General works of literature, art and science: 10%;

(b) Sale of original works of the three-dimensional arts: 20%;

(c) Theatrical, dramatico-musical, choreographic and cinematographic performances: 30%;

(d) Musical performances on public premises: 40%;

(e) Radio or television broadcasts by wire or wireless and recordings of musical works: 50%.

**26.** The National Copyright Registry, which comes under the General Copyright Department, shall be governed by the following regulatory provisions:

1. The following shall be entered in the National Copyright Registry:

(a) The works which their authors submit for registration, thereby benefiting from the best protection afforded by the Law.

(b) Agreements or contracts of any form which confer, transmit or extinguish the author's economic rights or authorize changes to a work.

(c) The statutes and regulations of the various authors' societies as well as amendments thereto, and those of performer's societies as well as amendments thereto.

(d) Agreements or pacts between authors' and performers' societies with foreign societies.

(e) The rights granted to natural persons or legal entities to take steps with the General Copyright Department, when the representation conferred covers all of the matters the agent must take up with the Department and is not limited to dealing with a single matter.

(f) The proper names of those authors who, by means of a pseudonym, wish to remain anonymous. Said information shall be deposited in a sealed envelope.

2. For the anonymous works as defined by the provisions of Article 4 of these Regulations, the entry shall be made in the name of the natural person or legal entity responsible for disclosure. The same conditions shall apply to pseudonymous works, unless the pseudonym is registered.

3. Posthumous works shall be registered in the author's name. Said entry may be made by the heirs or legatees or any other natural person or legal entity.

4. The registration of a work may be challenged by any natural person or legal entity or by the State, should any doubt remain as to the authorship of the registering body. In this case, the effects of registration shall be suspended unless a final decision on authorship has been taken by the competent authority.

5. Registration requirements for applications, as well as the obligations of the officials responsible for the Registry, the norms, conditions and other formalities for the operation of the National Copyright Registry and the Departmental Registries, shall be determined by the Regulations sent to this end by the Office of the National Secretary for Culture, through the General Copyright Department.

6. Protection for the reservation of use and exclusive exploitation shall be acquired by means of the corresponding certificate obtained from the National Copyright Registry and shall apply while the party concerned is using or exploiting such a reservation. Such protection shall be renewed every two years.

**27.** Authors and performers societies shall operate in accordance with the following general rules:

1. Recognition of authors' and performers' societies, subject to the determination of their legal status through the corresponding channels, shall be conferred by means of a decision of the Office of the National Secretary for Culture through the General Copyright Department. Only one society may be established in each branch of literary, artistic or



scientific creation or related rights. A single person may belong to more than one society but may not sit on more than one governing board.

2. Independently of any new categories which may appear in the future, the following categories for the establishment of copyright societies are hereby established: a.- Literary, which includes novelists, essayists, historians, scientists, poets, lecturers and professors; b.- Authors of dramatic, dramatico-musical and pantomime works; c.- Authors and composers of music, including lyricists and choreographers of dance works; d.- Artists of the three-dimensional arts, such as painters, sculptors, engravers, architects, draftsmen, stage designers, graphic and crafts designers; e.- Makers of films and videos and photographers; producers, directors and scriptwriters; f.- Designers of computer programs (software).

Related rights societies shall also be established for performers, whether they be: a.- singers or instrumentalists; b.- actors, mimes, recitalists or dancers.

3. Once they have been recognized, the authors' and performers' societies mentioned in the above clause shall be the only bodies empowered to collect and pay out, throughout the territory of the republic and abroad, by virtue of reciprocity agreements, the royalties arising from the utilization by any means or method of the works protected by them. The natural persons or legal entities, national or foreign, who or which are the final beneficiaries of said economic rights, shall take action through the respective society. To ensure the fulfillment of these provisions, the societies shall guarantee the collections referred to in their statutes and regulations, both for their members and for those who are not affiliated.

4. The authors and performers societies shall be empowered to:

(a) establish procedures for the collection, administration and payment of copyright and related rights, with the possibility of coordinating with other societies of different categories as to the way in which such procedures are applied.

(b) determine the conditions for adjusting contracts with users, provided that said conditions do not infringe the Law or these Regulations, and grant or deny the authorizations provided for in Articles 29, 33, 36, 43, 47 and 53 of the Law. As far as authorizations are concerned, the societies shall take steps to ensure that the wishes of the author or performer are met.

(c) set the respective periodic collection fees for each type of use, collecting and paying out those fees in accordance with the statutes of each society.

(d) sign any kind of documentation relating to the rights of the author or performer.

(e) require users to make timely and appropriate payment of the fees set and to present the sworn statements and performance logs, especially those provided for in Article 49 of the Law, namely programs, catalogs, publication lists and any other elements of verification allowing and guaranteeing the proper collection and payment of royalties.

(f) monitor and check the accuracy of the supporting documents submitted by the users, including the documents substantiating the payments which those users claim to have made.

(g) verify entries of persons, the sale of works and box office receipts or other forms of contribution; the correct use of the authorized works and of any other resulting value or applicable arrangement, which is determined as a basis for setting the fees corresponding to the collection of royalties for authors and performers.

(h) retain, as established by international rules and practices, 30 per cent of total receipts, to cover administrative expenses and overheads.

(i) undertake the necessary steps with administrative, police and judicial authorities, to prohibit the use of repertory and works which have not been duly authorized.

(j) take any other measures needed to ensure respect for and compliance with the Law and its Regulations and with the obligations for societies stipulated therein.

5. The compensation provided for in the Law for the creator or performer of a work shall be agreed directly between him and the person wishing to make use of the work, although societies may, at the author's or performer's request, act as representatives to that end. The royalties arising from the sale or utilization, by any means, of such works shall be exclusively channeled through the respective societies, as established under paragraph 3 of this Article.

6. The documentary proof provided by each society that it has been recognized by the State to represent its category, shall be sufficient to require users to pay the royalties and guarantee the protection of the rights mentioned in the Law and these Regulations.

7. The societies shall have the following powers:

(a) To protect the author's moral and economic rights.

(b) To represent their members, the other authors or artists in their category and their respective rightful rightsholders, before the administrative and judicial authorities, and third parties, in all matters of general and particular interest thereto, and to sign contracts relating to copyright and related rights, on the terms and with the limitations imposed by the Law, these Regulations and the respective statutes.

(c) To collect and pay out to the authors and performers the monetary fees arising from the rights they hold. The societies shall be mandated by the authors and performers for all such purposes, as well as for the case of the associates, by the act of affiliation. The relevant payments due to unaffiliated authors or performers shall be retained by those authors and performers and with a view to their payment, for a term to be determined in the statutes which may not exceed five years. Once this term has expired, such funds shall be earmarked as benefits for elderly or disabled members.

(d) To collect and forward, to the body provided for by the Law and these Regulations, the fees corresponding to the use of works from the national heritage and the public domain.

(e) To sign agreements with the national societies representing other categories referred to in this Article and with other foreign societies in the same or related branches, and with holders of related rights, on a reciprocal basis.

(f) To represent foreign societies in the country and be represented abroad, under the specific mandate or reciprocity agreement signed by the same societies.

(g) To do any other acts which do not infringe the provisions of the Law, these Regulations and their own statutes.

8. Authors and holders of related rights or the societies which represent them may sign contracts with users and with the organizations which represent them as far as the utilization of their works is concerned. The compensation agreed in such contracts may not be contrary to the provisions of the Law and these Regulations.

9. The fees and/or compensation, for periodic collection, of the rights of representation and public performance enshrined in the Copyright Law and in these Regulations, shall be agreed and collected from users by a body constituted by the authors' society, the performers' society and the society of producers of phonograms or videograms. This entity shall be a civil association with legal status whose own statutes shall be agreed by means of a convention between the foregoing organizations.

**28.** Unlawful copies shall be defined as all books, phonograms, cinematographic works or videograms, works of the three-dimensional arts and crafts, the reproduction of which violates the provisions of the Law and these Regulations, such as:

(a) fraudulent copies which retain the characteristics of the original and have been reproduced on the basis of a legitimate copy by means of any type of reproduction processes.

(b) copies whose external characteristics may not be those of the original, but which contain the work or a large share thereof.

(c) copies which have been obtained by any means and which have been placed on sale or rented or distributed through various media without the authorization of the owners.

And in general any reproduction of a literary or artistic work which circumvents the rights of the authors, the performers and the publishers or producers.

**29.** Illicit copies of works from the national heritage and the public domain that have been confiscated pursuant to Article 70 of the Law shall be sold at public auction and the proceeds shall go to the Office of the National Secretary for Culture, in accordance with Article 60 of the Law. Moreover, anyone who produces, prints, distributes or commercializes such works shall be liable to the criminal punishment provided for in Article 66 of the Law.

**30.** In accordance with Article 71 of the Law, an administrative procedure for conciliation and arbitration shall be set up under the authority of the General Copyright Department, as follows:

1. Any of the parties, or both by mutual agreement, may avail itself/themselves of the conciliation procedure before the Director General for Copyright, who shall proceed as follows:

(a) Once conciliation has been requested, the Director General for Copyright shall, no later than 48 hours after receiving the request, summon the parties to a public hearing for the purposes of conciliation.

(b) If the conciliation attempt fails, arbitration will be attempted at a second hearing convened no later than 15 days after the end of the conciliation hearing, with the appointment of three arbitrators: one for the denouncing party, one for the party denounced, and one representative of the Director General for Copyright.

2. The arbitration procedure shall take place as follows: once the new hearing commences in the presence of the parties and arbitrators, the Director General for Copyright shall make provision for the following:

(a) The reading-out of the background, of which the denounced party shall be informed, shall require the submission of evidence to the parties, which shall be produced in the document and orally.

(b) Once the second hearing has been held, and once the steps referred to in the previous clause have been taken, he shall convene a third hearing, no more than 15 days later, for the sole purpose of hearing the arbitrators' report.

(c) Once the arbitrators' report has been heard, at the same hearing he shall hand down his decision, which the parties may either accept or ask that the case be heard by the ordinary courts. This shall mark the end of the conciliation and arbitration process.

**31.** The General Copyright Department shall have the following powers:

(a) To protect copyright and related rights.

(b) To ensure the proper functioning of societies of authors and holders of related rights.

(c) To keep, verify and conserve the Registry of Intellectual Property covering copyright, rights of reservation and use, and legal deposit.

(d) Those stipulated in the Copyright Law, these Regulations, their internal operating rules and other applicable provisions.