

**618/2003 Coll.**  
**THE ACT**  
of 4 December 2003

**on Copyright and Rights Related to Copyright (the Copyright Act)**

Amendment: 84/2007 Coll.

Amendment: 220/2007 Coll.

Amendment: 453/2008 Coll.

Amendment: 349/2012 Coll.

Amendment: 289/2013 Coll.

Amendment: 352/2013 Coll.

Amendment: 283/2014 Coll.

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

**PART ONE**

**INTRODUCTORY PROVISIONS**

Article 1

**Subject of Regulation**

This Act regulates the relations arising from the creation and use of a literary work and other artistic work and scientific work, an artistic performance, 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 the "broadcaster") and a maker of a database are protected. The Act further regulates collective rights management pursuant to this Act.

**Applicability of the Act**

Article 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 who has permanent residence in its territory; or
- b) released in the Slovak Republic regardless of the nationality or permanent residence of its author.

(2) The provisions of this Act shall 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) Regarding visual work arts whose creator is not a citizen of the Slovak Republic, the provisions of this Act on remuneration in the event of the resale of the original visual work of art shall apply exclusively if reciprocity 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 may not be longer than it is in the country of the origin of the work.

### Article 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 Slovak Republic;
  - 2. the artistic performance forms a part of a phonogram protected pursuant to this Act; or
  - 3. the artistic performance was not fixed as a phonogram, but it was communicated to the public through a broadcast 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 a registered office in its territory;

- b) recorded in the Slovak Republic; or
- c) released in the Slovak Republic.

(3) The provisions of this Act shall apply to the broadcast

- a) of a broadcaster, if he has its permanent residence or registered office in the Slovak Republic; or
- b) carried out by a broadcaster from a place in the Slovak Republic.

### Article 4

The provisions of this Act shall apply to

- a) a work not released in the past by a publisher, who is a citizen of the Slovak Republic or who has permanent residence or a registered office in the Slovak Republic;
- b) a work not released in the past by an artistic performer, a producer of phonograms, an audiovisual recording producer, a broadcaster or a publisher, which is protected according to international treaties or agreements by which the Slovak Republic is bound, and if such treaties and agreements do not exist, if reciprocity is ensured; and

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

## Article 5

### **Specification of Certain Terms**

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

(2) An audiovisual work is a work perceivable through technical engineering equipment as a sequence of connected pictures, with or without sound, if the work is meant to be performed in public; the original of an audiovisual work is the first audiovisual recording of this work designed to be performed in public. The following are especially considered as co-authors of this work: the head director, scriptwriter, dialogue author and the composer of the music which was especially created for this work.

(3) A work of applied art is a work with utility functions or which is incorporated into a utility object regardless of whether it was made by hand, machine or by any other technological procedure.

(4) A database is a collection of independent work, 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) A photographic work is a recording of light or other radiation on a medium on which a picture is created regardless of the manner of its recording; a picture in an audiovisual work shall not be deemed to be a photographic work, but is considered to be a part of an audiovisual work.

(6) A cable retransmission of a work by cable is the current, unchanged and complete communication to the public of work broadcast by means of cable or micro-wave system by someone other than the original broadcaster.

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

(8) A computer program is a set of orders and instructions used directly or indirectly in a computer. Such 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 the conceptual features of a work (Article 7, par. 1), it is protected as a literary work.

(9) Reprographic equipment or other technical engineering equipment is equipment which uses electromagnetic radiation or alternative methods for producing reproductions. In particular, it includes copying devices, scanners, faxes and hard disks built into a personal computer.

(10) The distribution of an original work or its copy is the manipulation with the object through which the work is expressed; public distribution includes the rental, lending, sale or other form of transfer of title to an 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 gain 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 child, pupil or student in the performance of their school or educational assignments ensuing from their legal relationship with the kindergarten,

elementary school, secondary school, university/institution of higher education or interest or educational establishment (hereinafter referred to as the “school”).

(13) A performance of an artistic work is an exhibition, recitation or reading or other creative performance of a work of art or a work of traditional folk culture by singing, performance, recitation, dance or other form of public presentation.

(14) Communication to the public is the result of the distribution or presentation of a work with any technical facilities designated for the simultaneous diffusion of sound or sounds and images, or their wire or wireless expression so that this work can be perceived by persons in places where it would not be possible to perceive them without such communication; communication to the public shall also mean cable retransmission, broadcasting and making available to the public.

(15) Public performance is

a) a recitation, theatre play, dance or any other manner of exhibition of a literary work, artistic work or a work of traditional folk culture by an artistic performer in public,

b) a presentation of images of an audiovisual recording in sequence and the simultaneous presentation of sounds accompanying these images; such presentation of an audiovisual recording shall not be deemed to be a communication to the public.

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

(17) Making copies of a work is the transfer of a work or a 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, the construction 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) A performing artist is a singer, musician, actor, dancer or other person who sings, acts, presents, recites or otherwise performs a literary work, artistic work or a work of traditional folk culture.

(19) The lending of an original work or its copy is making of an 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) An audiovisual recording producer or producer of phonogram is a 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) A broadcast is a communication to the public carried out by the broadcaster, namely also in the case that the broadcast is technically provided by another person under the guidance of the original broadcaster and the original broadcaster’s responsibility, including communication to the public by means of satellite. <sup>1)</sup>

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

(23) A maker of a database is the natural person or legal entity, at whose suggestion, account or responsibility a database is made.

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

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

(26) Diligent search is a search for information carried out in good faith using the information sources included in Annex 2 for the category of works specified in Annex 2 for the purpose of determining whether a given work is an orphan work. A diligent search shall be carried out

a) in the territory of the Member State of the European Union (hereinafter a “Member State”) or the State party to the Agreement on the European Economic Area (hereinafter an “EEA State”) in which the work was first published or, if not published, first broadcast.

b) in the territory of the Member State or EEA State in which the producer of the original audiovisual work has his habitual residence or headquarters,

c) in the territory of the Member State or EEA State in which person is established that provided public access to the work with the author’s consent in the case of an unpublished or unbroadcast work falling under the second sentence of Article 12a par.2,

d) in other states than states falling under points (a) to (c) if there are indications that information on authors can be found in these other states.

## **PART TWO**

### **COPYRIGHT**

#### *Article 6*

##### **Author**

(1) An 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 or arranged the components; this shall not affect the rights of the authors of the works selected and arranged in the collection.

#### *Article 7*

##### **Work**

(1) The subject of the copyright is a literary work or other work of art or a scientific work which is the unique outcome of the creative activity of the author, especially

a) a literary work or computer program;

b) a literary work expressed by speech, presentation or otherwise, especially an exhibition and lecture;

c) a theatrical work, especially a dramatic work, a dramatic-musical work, a pantomime or a work of choreography, or any other work created for the purpose of its release;

d) a musical work with or without text;

e) an audiovisual work, especially cinematographic work;

f) a painting, a drawing, a graphic design, an illustration, a sculptural work or any other work of fine art;

g) a photographic work;

h) an architectural work, especially a work of architecture and town planning , a landscape work or an interior-architectural work and a construction design;

i) a work of applied arts; or

j) a cartographic work in analogue or other form.<sup>1a)</sup>

(2) The subject of a copyright is also the work of a collection expressed in any form including the electronic form incorporating analogue and digital expression, in particular a collection, newspaper magazine/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.

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

a) an idea, manner, system, method, concept, principle, discovery or piece of information that has been expressed, described, explained, depicted or incorporated in the work;

b) a text from a legal regulation, official decision, public charter, publicly accessible register, official records, Slovak technical standards including the draft documentation thereof and translation of such works, speeches presented during official proceedings; in order to publish a collection of such speeches or to incorporate or include them in a collection, the consent of the persons who presented them is necessary; or

c) a daily report; a work containing information particularly concerning current events or subjects of an economic, political or other social nature which is a result of an author's own creative intellectual activity is not considered to be a daily report.

## Article 8

### **Co-Author's Work**

Co-author's work is a work, which is the unique outcome of the creative activity of two or more authors in one exclusive work whose rights pertain to all of the authors jointly and severally.

## Article 9

### **Joint Work**

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

## Article 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 creation of the work .

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

## Article 11

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

(1) A new original work which is the outcome of the creative alteration of another work shall also be subject to copyright.

(2) The translation of a work into another language and an adaptation of a work shall also be subject to copyright.

## Article 12

### **Anonymous and Pseudonymous Work**

(1) An anonymous work is a work that has been released without the indication of the name and surname (hereinafter referred to as the “name”) of the author; the name of the author may not be revealed without his/her consent.

(2) A pseudonymous work is a work that was released under a code name; the name of the author may not be revealed without his/her consent.

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

### **Orphan work**

#### Article 12a

(1) An orphan work is a literary work in written form, in particular a book, magazine or newspaper, a musical work in written form or an audiovisual work, whose author cannot be identified, or if identified cannot be located despite a diligent search, and which is deposited within an entity under Article 31a par. 1.

(2) The provisions of par. 1 shall apply to a work that was first published or, if not published, first broadcast in a Member State or EEA State. The provisions of par. 1 shall also apply to a work that was not published or broadcast but public access to the work was otherwise granted with the author’s permission by an entity under Article 31a par. 1 if it is reasonable to suppose that the author would not object to its use pursuant to Article 31a.

(3) If a work has more than one author and some of the authors were not identified, or were identified but were not located despite a diligent search, the work shall be considered an orphan work only in relation to the authors who were not identified or were not located.

(4) A work that is considered an orphan work in any Member State or EEA State shall be considered an orphan work pursuant to par. 1.

(5) An author shall be entitled to put an end to orphan work status by written notification of authorship sent to the Slovak National Library,<sup>1b)</sup> which shall immediately notify the entity using the orphan work pursuant to Article 31a.

(6) An author who has put an end to orphan work status pursuant to par. 5 shall be entitled to equitable remuneration from an entity that has used the work pursuant to Article 31a. Determination of the amount of equitable remuneration shall take into account the conditions laid down in Article 45 par. 1.

(7) A work shall not be considered to be an orphan work if it ceases to satisfy the conditions laid down in par. 1 or if the author puts an end to orphan work status pursuant to par. 5.

#### Article 12b

The provisions of Article 5 par. 26, Article 12a and Article 31a shall apply mutatis mutandis to a work that is part of a work under Article 12a par. 1 or connected therewith.

#### Article 12c

### **Out-of-commerce works**

(1) An out-of-commerce work is a published literary work in written form, in particular a book, magazine or newspaper,

a) copies of which can no longer be acquired through paid transfer of ownership rights; this does not apply to the purchase of previously owned thing,

b) that is deposited in a library,<sup>1c)</sup> an archive<sup>1d)</sup> or a museum<sup>1e)</sup> and

c) that is inscribed in the publicly accessible list of out-of-commerce works (hereinafter the “list”) kept by the Slovak National Library.

(2) The provisions of par. 1 shall apply mutatis mutandis also to photographic works and works of visual art that are part of a work under par. 1 or are joint with it.

(3) A proposal for insertion of a work under par. 1 into the list can be made by a natural person or a legal entity. Any proposal for insertion of a work into the list shall be published on the website of the Slovak National Library without undue delay.

(4) The Slovak National Library shall insert a work under par. 1 into the list if, within three months of the filing of the proposal for insertion of the work into the list

a) the Slovak National Library found that it was not possible to acquire a copy of the work by paid transfer of ownership rights despite making reasonable efforts and subject to usual terms, and

b) the author did not file a written objection to the insertion of the work into the list.

(5) The author is entitled to request a legal entity whose establisher is the ministry to remove an out-of-commerce work from the list. The Slovak National Library shall remove an out-of-commerce work without undue delay from delivery of the written request of an author pursuant to the first sentence or after delivery of notification by a collective management organization on an author’s opting out of collective rights management pursuant to par. 6.

(6) If an author has not explicitly opted out of collective management of his rights, the user is entitled to use the out-of-commerce work by making copies, making the work available to the public or publicly distributing copies by sale or other forms of assignment of title under an agreement concluded with the relevant collective management organization representing a significant number of authors for works under par. 1, even if the collective management organization does not represent the author for the out-of-commerce work.



## Article 13

### **The Releasing and Publication of a Work**

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

(2) A work is published on the day of the commencement of the authorised public distribution of its reproduction.

## Article 14

### **Country of Origin of a Work**

(1) The country of origin of the work is deemed to be

- a) in the case of an unpublished work, the country in which the author is a citizen; or
- b) in the case of a published work, the country in which 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 30 days from the day of its publishing in another country.

## Article 15

### **Creation of a Copyright for a Work**

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

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

## Article 16

### **Content of a Copyright**

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

## Article 17

### **Moral Rights**

(1) The author shall have the right

- a) to label his/her work with his/her name or pseudonym and to request that his/her name or pseudonym be given in all reproductions of his/her work in the proper manner during every use of the work in public, namely according to the manner of its use;
- b) not to label the work with his/her name or pseudonym;

c) to decide about the release of his/her work; and  
d) to the inviolability of his/her work, especially to protection against any unauthorised alteration of, or other intervention in his/her work, and also against any defamatory manipulation of his/her work, which would result in the violation of his/her dignity and good reputation. If the nature of the work or the method of its use does not exclude it, the author shall have the right of authorial supervision (authorial alteration) over the manipulation of his/her work; in the case of architectural work, the authorial supervision is the supervision over the building construction.

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

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

## Article 18

### **Economic Rights**

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

(2) The author shall have the right to grant authorisation to every use of his/her 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 form of assignment of title;
- c) to distribute an original work or its copy to the public by rental or lending;
- d) the alteration, translation and adaptation of the work;
- e) the inclusion of the work in a collection;
- f) public exhibition of the work;
- g) public performance of the work; and
- 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 suffer the use of the work by another person in the range of the granted consent.

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

(5) The rights pursuant to par. 1 and 2 are not transferable; the rights may not be waived by the author, and 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 arising 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/her heirs, unless their nature indicates otherwise. If the co-author does not have heirs, the author's share shall pass to the other co-authors.

(7) If the author grants his/her consent to the public distribution of an 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/she shall be entitled to equitable remuneration from the person who

distributes the original work or its copy to the public by rental or lending; this right may not be waived.

- (8) The 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; or
  - b) a work of applied art expressed in a useful form.

## Article 19

### **Right to Remuneration upon the Resale of the Original Work of Visual Arts**

(1) If an original work of visual arts which has been transferred by its author to the ownership of another person is resold, the author shall be entitled to the remuneration for every further resale of this original work if the sale involves an auctioneer, an organizer of sales exhibitions, a gallery operator or another person undertaking in the trade of artistic works (hereinafter referred to as the “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 may not 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 was granted the authorization to execute the collective management of the right to remuneration in the case of the resale of the original work of visual arts in the Slovak Republic (Article 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 subjects of protection [Article 81, par. 1, letter e) and f)].

(3) Pursuant to par. 1, remuneration paid by the art dealer to the collective management organization pursuant to par. 2 for a purchase price exceeding EUR 1,000 EUR shall be in the amount of

- a) 5% of the purchase price up to EUR 3,000;
- b) 4% of the purchase price exceeding EUR 3,000 not exceeding EUR 50,000;
- c) 3% of the purchase price exceeding EUR 50,000 but not exceeding EUR 200,000;
- d) 1% of the purchase price exceeding EUR 200,000 but not exceeding EUR 350,000;
- e) 0.5% of the purchase price exceeding EUR 350,000 but not exceeding EUR 500,000; and
- f) 0.25% of the purchase price exceeding EUR 500,000; however, the total remuneration may not exceed EUR 12,500.

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

(5) Pursuant to paragraph 2 the art dealer shall be obliged to report to the collective management organization 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 notify shall apply to the specification of the sold original work and to the information on the purchase price pursuant to par. 3. Pursuant to par. 2, within three years from the year in which the resale was made the collective management organization or the author is entitled to request from the art dealer who carried out the resale or who participated in the resale, any information which is necessary for the verification of the calculation of the remuneration payment pursuant to par. 3.

(6) The right to remuneration pursuant to par. 1 shall not apply in cases of resale if the art dealer obtained the original work of art directly from the author within three years prior to its resale and the purchase price of the original work of art in the 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, an original work of visual art 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/herself, or a reproduction thereof commonly deemed to be an original. A reproduction which is deemed to be an original work is a copy made in limited numbers by the author himself/herself or with the author's approval; such a reproduction must be properly marked with a number and signed or otherwise marked by the author.

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

## Article 20

### **Relation of Copyright to Rights *in rem***

(1) The acquisition of the ownership right or another right *in rem* to an object through which a work is expressed shall not imply the copyright, especially a moral right pursuant to Article 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 an object through which a 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 an object through which a 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 a work is expressed shall not imply the extinction of the copyright for the work.

(5) The author shall have the right to demand that the owner of the object through which the work is expressed makes such object available to him/her if this is necessary for the exercise of right to use his/her work in accordance with this Act. This right may not be applied at variance with the legitimate interests of the object's owner; the object's owner shall not be obliged to surrender such object to the author, however, he/she shall be obliged to make 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, without the consent of the author, exclusively perform such alterations of such structure and maintenance work, which are necessary for its maintenance in a good state, for preserving its functional use, for preventing decrease in value of the architectural work and for not interfering with the copyrights.

### **Term of Economic Rights**

## Article 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/her death.

(2) In the case of the work of co-authors and joint works created for the purpose of being used in such connection, the economic rights shall last for the life of the last surviving author and 70 years after his/her death.

(3) In the case of a collective work, the economic rights shall last for 70 years after the release of 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/her death.

(4) The economic rights to an audiovisual work shall last for the life of the head director, script-writer, dialogues author and the composer of music that was specifically created for this work, and 70 years after the death of the last surviving of the abovementioned persons; the 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 after the release of the work. 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 continuation of economic rights to a work re-leased 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, the economic rights shall expire at the end of this period.

#### Article 22

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

#### Article 23

### **Public Distribution of Original Work or Its Copy after Its First Sale**

(1) The right of an author to grant his/her consent to the public distribution of an original work or its copy pursuant to Article 18, par. 2, letter b) shall cease with regard to the territory of the Member State or a state of the EEA state upon the first lawful sale or other transfer of title to the original work or its copy in the Member State or EEA state, namely for the original work and all its copies that have been the subject of this sale or other transfer of title.

(2) In the 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 lawful creation 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**

#### Article 24

### **Reproduction of a Released Work**

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

(3) The provisions of par. 1 and 2 shall not apply to

- a) an architectural work in the form of a project documentation of a structure or a building construction;
- b) an entire literary work or its essential part;
- c) an entire cartographic work or its essential part;
- d) a musical work written down on paper;
- e) a computer program, if not stipulated otherwise; or
- f) a database in electronic form.

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

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

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

- a) a blank recording medium usually used for reproduction pursuant to par. 1, shall be paid by its manufacturer, a recipient from a Member State (hereinafter referred to as a "recipient"), an importer from a third country (hereinafter referred to as an "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 import price of such a medium;
- b) a technical device designated for making of reproductions of phonograms or audiovisual recordings shall be paid by 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 import price of such a device;
- c) reprographic equipment or other technical equipment designated for the making of reproductions shall be paid by its manufacturer, recipient, importer or another person who will launch it for the purpose of its sale for the first time on the market in the Slovak Republic, namely 3% of the purchase price or import price of such an equipment; if the equipment forms an integral part of the object, the remuneration of the aliquot part of the purchase price or import price of such an object shall be paid;
- d) a personal computer shall be paid by 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 import price of the hard disc built in the personal computer; the compensation pursuant to letter c) shall not be paid for such an equipment;
- e) paid reproduction services shall be paid by their provider, namely 3% of the net income for these services; or
- f) a medium pursuant to letter a), technical device pursuant to letter b) or equipment pursuant to letter c) or d) shall be paid by its seller, sender or carrier if he/she fails to

report to the relevant collective management organization upon its formal notice the data necessary for the 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 a percentage ratio pursuant to letters a) to d).

(7) The 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 are exported to third countries or sent into a Member State for resale purposes. Remuneration shall also not be paid for a medium, technical device or equipment, which will be exclusively used for the personal use of the importer or recipient.

(8) The remuneration pursuant to par. 6 shall be paid to the relevant collective management organization upon the first sale of a medium, technical device or equipment or upon the 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 to the relevant collective management organization information regarding the type, quantity and import price or purchase price of the 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 an additional period granted by the relevant collective management organization shall result in the doubling of the initial rate of remuneration.

(10) Persons pursuant to par. 6, letters a) to d) shall submit to the relevant collective administration organization information regarding the type, quantity and import price or purchase price of the goods pursuant to par. 6, letters a) s to d) which they export to third countries or send to the Member State for resale purposes.

(11) The provisions of par. 1 and 2 shall not affect the provisions of this Act on the protection of measures for prevention against unauthorised manufacture of reproductions of the work, and other unauthorised actions (Articles 59 to 61).

## Article 25

### **Citation of a Work**

No consent of the author is necessary for the use of a short part of a released work in another work in the form of a quotation exclusively for the purpose of the 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 may not exceed the scope justified by the purpose of the citation. If the work is not anonymous, the author's name or pseudonym, or the name of the person who performs the work is performed in public, including the name of the work and source must be specified. Such use of a work shall not result in obligation to pay remuneration to the author.

## Article 26

### **Advertising for an Exhibition or Auction of Works of Art**

(1) When advertising for an exhibition or an auction of works of art, a work may be used without the author's consent 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 the provisions of Article 25, third sentence.

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

#### Article 27

##### **Use of a Work Located in a Public Space**

(1) A work located in a public space on a permanent basis may be depicted by a drawing, painting, graphic art, picture in relief and relief model or by photography or film without the consent of the author; a work expressed or depicted as described above can, without the consent of the author of the work located in a public space 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 the provisions of Article 25, third sentence.

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

#### Article 28

##### **Use of a Work for Teaching Purposes**

(1) No consent of the author is required for the creation of a copy of a short part of a released work, for its public distribution by other forms of assignment of title such as its sale, or for the communication to the public of a short part of a released work, if such use does not exceed the scope justified 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 art by transferring the work onto paper or another similar foundation by means of reprographic equipment, or for its public distribution by other forms of assignment of title such as its sale, if such use does not exceed the scope justified by teaching purposes at school and its 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 the provisions of Article 25, third sentence.

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

#### Article 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, for its public distribution by other forms of assignment of title such as its sale, or for 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 justified by their health condition and its purpose is not to acquire direct or indirect property benefit.

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



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

#### Article 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 the use of

- 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 children, pupils, students or school teachers are performing; or
- c) school works during the free of charge performance of tasks pertaining to the subject of activities of the school.

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

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

#### Article 31

#### **Use of a Work by a Library, Archive or Museum**

(1) A library, archive, or museum may without the author's consent, make a copy

- a) of a work forming a part of its own collection if the purpose of making such copy is the satisfaction of requirements of a natural person who will use the copy for educational purposes or scientific or research purposes exclusively on the premises of the library, archive or museum;
- b) of any work forming a part of its own collection if the purpose of making such copy is the replacement, archiving or protection of the original work or its copy against loss, destruction or damage or in the event that a permanent collection is concerned.

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

(3) The 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 (Articles 59 to 61).

#### Article 31a

#### **Use of an orphan work**

(1) An orphan work can be used without the author's consent by a library, archive, museum, school or legal depository pursuant to special regulations<sup>10</sup> only for education and cultural purposes and for the fulfilment of public interest missions

- a) by making copies of the orphan work for the purposes of digitisation, indexing, cataloguing, preservation, restoration or for providing public access to the work,
- b) by making the orphan work available to the public.

(2) An entity under par. 1 shall not use the orphan work to obtain direct or indirect property benefit; only compensation of effectively expended costs can be charged.

(3) In the case of use under par. 1 in relation to authors who have been identified, the provisions of the third sentence of Article 25 shall apply *mutatis mutandis*.

(4) Use pursuant to par. 1 shall not result in an obligation to pay remuneration to the author; it is without prejudice to the provisions of Article 12a par. 6.

(5) The entity under par. 1 shall maintain records of the diligent search and provide the Slovak National Library without undue delay and in the set format with

a) the results of the diligent searches which have led to the conclusion that a work is considered an orphan work,

b) information on the use of orphan works by the entity under par. 1,

c) information on changes in the status of the orphan work pursuant to Article 12a par. 5 that the entity used pursuant to par. 1,

d) the entity's contact information.

(6) The Slovak National Library shall, without undue delay, forward information pursuant to par. 5 to the Office for Harmonization in the Internal Market,<sup>1g)</sup> which maintains and manages the public database of orphan works.

## Article 32

### **Temporary or Incidental Making of Copies of a Work**

(1) No consent of the author is required for making of reproductions of a work that is temporary 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 a 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 shall not result in an obligation to pay remuneration to the author.

## Article 33

### **Use of Work for Information Purposes**

(1) No consent of the author is required for

a) the making of reproduction of a released work in newspapers or other information media reporting on up-to-date events or themes of an economic, political or other social character and for communication to the public having such content; the above shall not apply if the author, in individual cases, has reserved the right to give his/her consent to 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 during current events 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 a similar nature given in public; or

d) the public distribution of reproduction of the work made according to letters 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 the provisions of Article 25, third sentence.

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

#### Article 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 or 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; and
- 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, letters 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 shall not result in an obligation to pay remuneration to the author.

#### Article 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 modify or translate the copy if such a copy, modification or translation is necessary for

- a) the 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's defects; or
- b) the 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 the objective to specify ideas or principles forming a basis of any part of the program, namely during the recording, depiction, broadcast, verification of functionality or storage of the program in memory, for which he/she was authorised.

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

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

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

## Article 36

### **Decompilation of a Computer Program from a Computer Code into the Source Language of the Computer Program**

(1) No consent of the author is required for making a copy of a computer program or the translation of its form if it is essential for obtaining information necessary for the 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) the information essential for achieving mutual co-operation was previously not commonly available to the persons authorised to reproduction or to translation; or
- c) these activities exclusively affect a part of the computer program and are necessary for achieving the mutual co-operation of independently created computer programs.

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

- a) achieving an objective other than achieving the mutual co-operation of independently created computer programs;
- b) its rendering to other persons, except for use necessary for ensuring the 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; or
- d) an activity resulting in a 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 the legitimate use of the 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 the translation of its form may not be contractually excluded.

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

## Article 37

### **Public Exhibition of a Work**

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

- a) it concerns a public exhibition of the original work which was sold or with regard to which the title was assigned in another manner to a natural person or legal entity, about whom the author knew that such an activity formed a part of its ordinary activities,
- b) the public exhibition does not contradict the legitimate use of original work or its reproduction and does not infringe in another manner on the copyright.

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

## Article 38

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

## **Copyright Contracts**

### **Article 39**

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

- (1) The author undertakes to create a work for the client pursuant to a work contract.
- (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 shall only be entitled to withdraw from the contract if the author fails to remove them in an adequate time period granted by the client for this purpose.
- (5) The title to the object shall pass to the client upon the transfer of the object through which the work is expressed, if not agreed otherwise.
- (6) If not specified otherwise, the client shall not acquire the right to use this work by concluding a work contract or by the transfer of the object through which the work is expressed, except if the client concludes a licence contract with the author, upon the conclusion of the work contract or after its conclusion.
- (7) The provisions of special legal regulation shall reasonably be applied to a work contract.<sup>6)</sup>

#### **Consent to Use a Work**

### **Article 40**

#### **Licence Agreement**

- (1) The author grants the licensee his/her consent with the use of his/her work (hereinafter referred to as the “licence”) by means of a licence agreement. The licence contract must particularly contain the manner of use of the work (Article 18, paragraph 2), the scope of the licence, period of validity of the licence granted by the author or the manner of its determination and the remuneration or the manner of its determination if the free of charge provision of the licence was not agreed upon between the author and the licensee.
- (2) If the author grants an exclusive licence, the licence contract must be in writing.
- (3) If the economic rights of the author are exercised by another person (Article 50), provisions of Articles 40 to 49a shall reasonably be applied to granting a licence.
- (4) If the licence agreement is not concluded in writing, each of the contractual parties has the right to request from the other contractual party the issuance of a written certificate concerning the conclusion of the licence agreement which must contain the specification of the work which is the subject of this licence, and the data pursuant to Articles 41 to 42a and Article 45; this does not apply to a licence agreement for the publishing of a work contained in a periodical publication<sup>6a)</sup> concluded

pursuant to Article 47 and to the granting of a licence pursuant to Article 49a. If the right pursuant to the first sentence fails to be applied within 15 days from the date of conclusion of the licence agreement, the entitlement to the issuance of such certificate shall expire. If the other contractual party fails to issue the certificate pursuant to the first sentence within 15 days from obtaining the request to issue the certificate, it shall be understood that no conclusion of an agreement occurred.

#### Article 41

##### **Manner of Use of a Work**

(1) If the manner of use of the work is not otherwise stipulated in the licence agreement, the licence shall be understood to be granted for the manner of use of the work necessary for achieving the purpose of the agreement.

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

#### Article 42

##### **Scope of a Licence**

(1) The author and the licensee may agree in the licence contract that the license is granted without limitation to its scope, or in a territorially or factually limited scope.

(2) If the licence agreement does not otherwise stipulate the scope of the licence, it shall be understood that the licence is granted in the scope necessary for achieving the purpose of the agreement.

(3) If the licence agreement does not specify the scope of the licence, and even from its purpose it is not otherwise specified, it shall be understood that

- a) the territorial specification is limited to the territory of the Slovak Republic; and
- b) the factual specification is limited as is usual in the case of given type and manner of use of the work.

#### Article 42a

(1) If the licence agreement neither stipulates the time for which the author grants the licence, nor the manner of its designation, it shall be understood that the licence is granted for the period of time necessary to achieve the purpose of the agreement.

(2) If the licence agreement neither stipulates the time for which the author grants the licence, nor the manner of its designation, and it does not otherwise arise from its purpose, it shall be understood that the licence is granted for the period of time usual in the case of given type and manner of use of the work, however not more than for one year from the granting of the licence.

#### Article 42b

The content of the licence agreement or its part may also be designated by a reference to the licence terms and conditions with which the contractual parties are familiar or which are accessible to them at the time of conclusion of this licence agreement.

#### Article 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 the contract does not stipulate that the author has granted the exclusive licence, it shall be understood that the non-exclusive licence was granted.

(2) If the author has granted the exclusive licence, the author may not grant a licence to a third party to use the work in the same manner as in the granted exclusive licence and, if not agreed otherwise in the contract, the author is obliged to abstain from the exercise of the use of the work in the same manner of use to which he/she 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/she 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 shall be invalid if the licensee of the exclusive licence did not grant his/her prior written consent to the conclusion of such contract.

#### Article 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/her (hereinafter referred to as the "sub-licence") only with the author's consent; the provisions of Articles 40 to 43 shall be applied accordingly. The author may give his/her consent to granting a sub-licence upon the conclusion of a licence contract or later.

(2) The licensee may only transfer the licence by means of an agreement with the prior author's written consent; he/she 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 organizational unit of which the licence is an integral part.

(3) If the licence agreement is concluded in written form, the granting of the sub-licence and the transfer of the licence must be in written form if not otherwise stipulated by the licence agreement

#### Article 45

##### **Remuneration**

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

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

(3) If remuneration was agreed upon according to the revenues resulting from the utilization of the licence, at least once a year the licensee shall be obliged to provide the author, with 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 also be obliged to provide the author with the remuneration accounting statement, if not agreed otherwise.

(4) If neither remuneration nor the manner of its designation are stipulated in the licence agreement and the licence agreement does not stipulate that the licence is granted for free or that it arises from its purpose, it shall be understood that the author has the right to remuneration in the amount which is usual for similar contractual conditions at the time of conclusion of the licence agreement.

#### Article 46

### **Passing of a Licence and Termination of a Licence**

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

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

(3) The licence shall terminate if there is no legal successor pursuant to par. 1 or heirs pursuant to par. 2.

#### Article 47

### **Special Provisions Regarding the Licence Contract on Publishing a Work**

(1) A licence contract by which the author has granted the licensee a licence to reproduce a literary work, a dramatic work, a music-dramatic, 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 the publishing of a work.

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

(3) If the licence contract does not stipulate otherwise, prior the publication of the work and within a reasonable period granted by the licensee, the author shall be entitled to make creative alterations of the work if they do not evoke on the part of the licensee the necessity of incurring unreasonable costs, 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/her work or if the licensee uses the work in a manner that depreciate its value, the author may



withdraw from the agreement and request the surrender of the work (object); or the surrender or destruction of the surrendered reproduction of the work; if the title to the original work or its reproduction has passed to the licensee, the title to the original work or its reproduction shall pass to its author by the delivery of the original work or its reproduction to its author.

(5) If several licence agreements for publishing the work contained in a periodical publication have been concluded between the same contractual parties in the course of one calendar year in a form other than in writing, each of the contractual parties shall have the right to request from the other contractual party the issuance of a summary written certificate as of 31 of December of the calendar year concerning the conclusion of these licence agreements which must contain the specification of the works which are the subject of these licences and data pursuant to Articles 41 to 42a and Article 45. The other contractual party is obliged to issue such certificate within 30 days from the day of delivery of the request to issue such certificate. If the right fails to be applied pursuant to the first sentence by the 15<sup>th</sup> of January of the following calendar year, the entitlement for the issuance of such certificate shall be extinguished.

#### Article 48

##### **Special Provisions regarding a 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 a remuneration.

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

(3) If not otherwise stipulated in this Act, the provisions regarding the mass licence contract shall apply accordingly.

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

#### Article 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) Pursuant to the collective licence contract, the rights and obligations shall directly bind every individual member of the legal entity associating the users of works, namely from the moment on which the user accedes to the agreement. The provisions of a special regulation shall be applied accordingly.<sup>7)</sup>

(3) The collective licence contract must be made in writing.

(4) The provisions of Articles 40 to 46 shall be applied accordingly, if not otherwise stipulated in this Act.

## Article 49a

### Special Provisions regarding the Granting of a Licence

- (1) The author may also offer the granting of a licence even through a legal act directed towards unidentified persons.
- (2) The action from which the consent to the terms and conditions of the licence may be derived is the acceptance of the offer pursuant to paragraph 1.
- (3) Pursuant to paragraphs 1 and 2, the licence may only be granted as non-exclusive and for free.
- (4) The provisions of Articles 40 to 42b shall apply accordingly to the licence granted pursuant to paragraphs 1 and 2.

### Special Provisions on Some Works

## Article 50

### Employee's Work

- (1) If not agreed otherwise, the author's economic rights to an employee's work shall be exercised by the employer in its own name and on its 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 organizational unit of the enterprise.
- (2) In the event of the death or dissolution of the employer who has been authorised to exercise the author's economic rights to an employee's work and who has no legal successor, the employer's authorisation to exercise the economic rights shall terminate and the economic rights to such employee's work shall pass to the author.
- (3) If the employer has been carrying out the author's economic rights to an employee's work it shall be understood that the author gave his/her consent to release this work and that the employer will present the work in public under its name, if not stipulated otherwise; however, the moral rights of the author to an employee's work shall not be affected.
- (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 a cartographic work which is not a collective work (Article 10) shall also be deemed to be an employee work even if it was fully or partially created on the basis of a work contract (Article 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.

## Article 51

### School Work

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

(2) If not agreed otherwise, the author of a school work may use his/her 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 request that the author of the school work provide the remuneration obtained by him/her in connection with the utilization of the work or the granting of a 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, 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 and received by the school shall be taken into account.

## Article 52

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

(1) A person who publishes a work not previously made public 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 rights that would have been enjoyed by the author of the work himself/herself if his/her economic rights to the work were still in effect.

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

## Article 53

### **Work in Public Domain**

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

(2) If the work is free to be published due to 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 affect the provisions of Article 17, par. 3 and Article 52, par. 1.

## Article 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 otherwise. This provision shall also apply if the work is signed with a pseudonym and there are no doubts regarding the author's identity.

(2) If the work is not signed with a name or a pseudonym pursuant to par. 1, or if 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 [Article 81, par. 1, letter f)] or in the works register pursuant to special regulations shall be deemed to be the author.<sup>9a)</sup>

## Article 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 until proven otherwise, except if the declaration

- a) cannot be true pursuant to this Act, or
- b) it contradicts another declaration specified in the international register.

(2) If not agreed otherwise, the 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/she has agreed upon the remuneration for creating the work with the authors and the remuneration and upon its determination separately for the individual use of this work pursuant to Article 18, par. 2; the provisions of Article 45 shall appropriately apply to the agreement on remuneration for the use of work.

(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 be understood that he/she 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 an audiovisual work), namely with the possibility to grant a licence to use this work to a third person; the provisions of Article 50, par. 1 to 3 shall apply accordingly.

### **Protection of Copyright**

## Article 56

(1) An author whose rights were unlawfully infringed upon or whose rights are in jeopardy of being unlawfully infringed upon may especially request

- a) the determination of his/her authorship;
- b) the prohibition of the jeopardising of his/her rights including the prohibition to repeat such jeopardising, namely including against a person who indirectly participated in jeopardising these rights;
- c) the prohibition of the unlawful infringement of his/her rights, including against a person who indirectly participated in jeopardising these rights and prohibitions pursuant to Articles 59 and 60;
- d) to be provided with the information regarding the origin of the copy of work or its 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 the work or about the provider of services; and
  2. data about the issued, produced, delivered, provided, accepted or ordered amount and price of such copy, counterfeit of the work or service;
- e) the removal of consequences resulting from the infringement of the right, at the cost of the person who unlawfully infringed or jeopardized the work with unlawful infringement, namely
  1. by destruction of the unlawfully manufactured copy or counterfeit of the work, by its withdrawal from circulation or by another form of use; or

2. by destruction of the material, tools and aids pursuant to Articles 59 and 60 used for carrying out the unlawful infringement or jeopardising of unlawful infringement, by their withdrawal from circulation or by another form of use;
- f) compensation of losses pursuant to special regulations;<sup>9b)</sup> and
- g) the surrender of unjustified enrichment in the amount of double the remuneration which is usual for obtaining a licence in the case of similar contractual terms and conditions at the time of the unauthorised infringement of this right.

(2) During the exercise of the mandatory collective management of an author's economic rights to a work that is not contractually represented by the relevant collective management organization, the author may demand the payment of remuneration or equitable remuneration if his/her work was used, or the payment of remuneration from the relevant collective management organization or another person, who is obliged to create a reserve fund pursuant to this Act for such purposes; the above shall not affect the entitlement of the author resulting from the 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/her possession a copy or counterfeit of the work;
- b) makes use of services violating the copyright;
- c) provides services used in violation of the copyrights; or
- 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 or counterfeit of the work or in providing services violating the copyright.

#### Article 57

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

(2) If the author or a person with economic rights to a work grants another person a licence on an exclusive basis or if another person is entrusted with the execution of the administration of the author's economic rights on the basis of law, only this particular person shall have the right to claim entitlements pursuant to Article 56, par. 1, letters b) to e); the copyright or the right of a person with the 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 unaffected.

#### Article 58

(1) In order to identify data crucial for exercising the rights arising from this Act, the author is entitled to request information regarding the contents and extent of imports of goods to the market from customs authorities and to request from the central organ of state administration for the area of state statistics information regarding the receipt, manufacture or other placement of goods in the market, which;

- a) is a reproduction of his work in any form;
- b) is intended to serve as a carrier [Article 24, par. 6, letter a)] for the manufacture of such a reproduction;
- c) is an equipment or device designated for the manufacture of reproductions [Article 24, par. 6, letters b), c) and d)]; or

d) is a tool pursuant to Article 59, par. 1.

(2) The author may inspect customs documents to determine 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 exports.

(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.

#### Article 59

(1) Anyone 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 technological measure designated for the protection of rights pursuant to this Act for the purpose of achieving property benefit by rendering services or by another manner, shall be guilty of copyright infringement..

(2) A 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 copyright infringement of a work.

#### Article 60

(1) Unauthorised copyright intervention shall also mean:

- a) the removal or alteration of any electronic information identifying rights;
- b) the public distribution of the original work or its reproductions, including their import, as well as communication to the public if 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 the 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 is displayed in connection with the communication to the public of a work.

#### Article 61

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

### **PART THREE**

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

#### Article 62

##### **Moral Rights of a Performing Artist**

The provisions of Article 17 shall be appropriately applied to a performing artist and his/her artistic performance.

## Article 63

### **Economic Rights of a Performing Artist**

- (1) The performing artist shall have the right to use his/her artistic performance.
- (2) The performing artist shall have the right to give his/her consent to its use for:
  - a) the communication to the public of an unfixed artistic performance; the above shall not apply to communication to the public of broadcasted unfixed artistic performance;
  - b) the manufacture of an original recording of an artistic performance;
  - c) the making of a copy of a recording of an artistic performance;
  - d) the public distribution of an original recording of an artistic performance or its copy by sale or other form of assignment of title;
  - e) the public distribution of an original recording of an artistic performance or its copy by rental or lending; and
  - f) the disclosure of a recording of an artistic performance to public.
- (3) The right of the performing artist to give his/her consent to the public distribution of an 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 upon the first lawful sale or other transfer of title to such 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 such artistic performance and all its copies that have been the subject of sale or another transfer of the title.
- (4) If the performing artist gives the producer his/her consent to the public distribution of an original recording of an 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 a performing artist concluded a contract with the sound recording producer of his/her artistic performance through which he/she granted exclusive and unlimited consent to the use of his/her artistic performance recorded in all methods known at the time of conclusion of this contract for the entire duration of the economic rights pursuant to par. 8 for a lump-sum remuneration, the entitlement to additional remuneration for the use of his/her recorded artistic performance occurs for the performing artist for each year directly following after the 5<sup>th</sup> year from the day of the first authorised release of the sound recording of this artistic performance or from the first authorised communication to the public of the sound recording of this artistic performance if no release occurred; the performing artist may not waive this right.
- (6) If not agreed otherwise, when handling the rights 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 group or ensemble, these performing artists shall be represented, on their behalf and at their account, by their joint representative. The joint representative shall be the artistic leader of the artistic group or artistic ensemble, except in the event that the majority of the members of the artistic group or artistic ensemble assign another person as their joint representative, who will be granted the authorisation in writing.
- (7) The provision of paragraph 6 on the joint representative shall not apply to the following performing artists – the soloist, conductor and director of a theatrical performance; the above shall not affect the rights of such persons to be the joint representative of performing artists.

(8) The rights of the performing artist pursuant to par. 1, 2 and 4 shall last for 50 years from the creation of the artistic performance. If the sound recording of such artistic performance is released or if a communication to the public of such sound recording occurs during this period, the rights of the performing artist shall last for 70 years from the first authorised release or communication to the public depending on which of these two facts occurs first. If the audiovisual recording or the communication to the public of the audiovisual recording of the artistic performance occurs during this period, the rights of the performing artist shall last for 50 years following the first authorised release or communication to the public depending on which of these two facts occurs first.

(9) If the performing artist concluded a contract with the sound recording producer of his/her artistic performance through which he/she granted exclusive and unlimited consent to the use of his/her artistic performance recorded in all forms known at the time of conclusion of this contract for the entire duration of the economic rights pursuant to par. 8 for repeated remuneration, the sound recording producer shall have no right to deduct any sums from this remuneration after the 50<sup>th</sup> year from the day of the first authorised release of the sound recording of this artistic performance, or from the first authorised communication to the public of the sound recording of this artistic performance if no release occurred.

#### Article 63a

If the performing artist concluded a contract with the sound recording producer of his/her artistic performance pursuant to Article 63, par. 5, then if no release occurred after the expiration of 50 years from the day of the first authorised release of the sound recording of this artistic performance, or from the first authorised communication to the public of the sound recording of this artistic performance and the sound recording producer neither publicly distributes copies of this artistic performance in an adequate quantity nor provides access to it to the general public, the performing artist may withdraw from the contract pursuant to Article 63, par. 5; the performing artist may not waive this right. The withdrawal from the contract pursuant to Article 63, par. 5 pursuant to the previous sentence shall enter into effect one year after the delivery of the withdrawal to the sound recording producer, if in course of this period the sound recording producer fails to use the sound recording of the artistic performance in both ways of use of sound recording of artistic performance pursuant to the previous sentence.

#### Article 64

### **Economic Rights of Producer of Phonograms**

- (1) The producer of a phonogram shall have the right to use his/her phonogram.
- (2) The producer of a phonogram shall have the right to give his consent to use his/her (*phonogram*) by the following use:
  - a) to make a copy of the phonogram;
  - b) the public distribution of the original phonogram or its reproduction by sale or another form of assignment of title;
  - c) the public distribution of the original phonogram or its reproduction by rental or lending;
  - d) the broadcast of a phonogram; and
  - e) the provision of access of a phonogram to the public.



(3) The right of the producer to give his/her consent to the public distribution of an 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 upon the first lawful sale or other transfer of the title to the original phonogram or its reproduction in a Member State or an EEA state, namely for the original phonogram and all of 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 last for 50 years from the creation of the phonogram. If the phonogram is released during this period, or the communication to the public occurs, the rights of the producer of a phonogram shall expire 70 years after the first authorised release or communication to the public depending on which of these two facts occurs.

(6) The rights of a producer of phonogram shall terminate upon the withdrawal pursuant to Article 63a.

#### Article 64a

(1) Pursuant to Article 63, par.5, the producer of a phonogram is obliged to annually allocate a sum in the amount of 20% of total revenues acquired in the course of the previous calendar year for additional remuneration for the use of the phonogram of the artistic performance by the manufacture of copies of this phonogram, public distribution of the copy of such phonogram by sale or another form of assignment of title and providing access to the phonogram to the public.

(2) Upon request, the producer of a phonogram shall provide the performing artist with the necessary information for ensuring the payment of the additional remuneration pursuant to Article 63, par. 5.

#### Article 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/her artistic performance pursuant to Article 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/her consent to the communication to the public of his/her phonogram pursuant to Article 64, par. 2, he shall be entitled to equitable remuneration for such use of the above.

(3) The provisions of Article 63, par. 7 shall apply to the right to equitable remuneration pursuant to par. 1.

(4) The provisions of Article 64, par. 5 shall apply to the right to equitable remuneration pursuant to par. 2.

#### Article 66

### **Economic Rights of Audiovisual Recording Producer**

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

(2) The audiovisual recording producer shall have the right to give his/her consent to use his/her (*audiovisual recording*) as follows:

- a) to make a copy of the audiovisual recording;
- b) the public distribution of the original an audiovisual recording or its copy by sale or other forms of assignment of title;
- c) the public distribution of the original audiovisual recording or its copy by rental or lending;
- d) the public performance of an audiovisual recording;
- e) the broadcast of and audiovisual recording; and
- f) the provision of access to the phonogram to the public.

(3) The right of the recording producer to give his/her consent to public distribution of an 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 upon the first lawful sale or other transfer of title to the original audiovisual recording or its copy on 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 last for 50 years from the creation of an audiovisual recording. If the audiovisual recording is released or the communication to the public occurs during this period, the rights of the audiovisual recording producer shall last for 50 years after the first authorised release or communication to the public depending on which of these two facts occurs first.

#### Article 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/her consent to the communication to the public of his/her audiovisual recording pursuant to Article 66, par. 2, he shall be entitled to equitable remuneration for such use of the above.

(2) The provisions of Article 66, par. 5 shall apply to the right to equitable remuneration pursuant to par. 1.

#### Article 68

### **Economic Rights of a Broadcaster**

(1) The broadcaster shall have the right to use his/her broadcast.

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

- a) the communication to the public of the broadcast, in places accessible to the public for the payment of an entrance fee;
- b) the manufacture of an original recording of the broadcast;
- c) the making of a copy of the recording of the broadcast;
- d) the public distribution of the original recording of the broadcast or its copy by sale or other forms of assignment of title;
- e) the retransmission of the broadcast by cable; and
- f) by providing access to the recording of the broadcast to the public.

(3) The right of the broadcaster to give his/her consent to public distribution of an original recording of broadcast or its copy pursuant to par. 2, letter d) shall be forfeited for the territory of a Member State or an EEA state upon the first lawful sale or other transfer of title to the original recording of broadcast or its copy on 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 last for 50 years from the release of the broadcast.

#### Article 69

### **Limitation of Economic Rights of Artistic Performer, Producer of Phonograms, Audiovisual Recording Producer and Broadcaster**

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

b) prepare a soft copy of his/her broadcast by means of his/her own equipment and for his/her own broadcasting; if the soft copy is of a special documentary value, the broadcaster shall be entitled to archive the above, otherwise he/she 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 Article 24, par. 1.

#### Article 70

### **Calculating the Term of Rights Related to a Copyright**

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

#### Article 71

(1) The provisions of Article 5, par. 6, 7, 10, 11, 14, 15, 17, 19, 21, Articles 8 to 10, Articles 12, 12b, 13, 15, Article 18, par. 3 to 6, Article 20 par. 1 to 4, Articles 39 to 51, Articles 53 to 61 shall appropriately apply to a performing artist and his/her artistic performance.

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

3) The provisions of Article 5 par. 26, Article 12a, 12b and 31a shall apply appropriately to a phonogram.

## **PART FOUR**

### ***SUI GENERIS* DATABASE RIGHT**

#### Article 72

The *sui generis* database right –which is a qualitative or quantitative substantial contribution for the acquisition, verification or presentation of its contents shall belong to its producer, regardless of whether the database or its contents (Article 5, par.4) are the subject of copyright or other rights.

#### Article 73

### ***Sui Generis* Right of a Maker of Database**

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

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

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

(4) The lending of an original database or its reproduction shall not mean extraction pursuant to par. 2 or 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 affect the legitimate interests of the maker of a database are prohibited.

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

#### Article 74

### **Rights and Obligations of a Database User**

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

(2) The user of a database which is made public in any manner may only use it in usual, reasonable manner and without detriment to legitimate interests of the maker of a database.

(3) The user of a database that is made public in any manner may not cause damage to its author or to any other person, who is the owner of the rights to the works or other subjects under protection contained in the database pursuant to this Act.

#### Article 75

### **Limitation of Right *Sui Generis* to a Database**

The legitimate user of a database that is made public in any manner may, without the consent of its producer, carry out the extraction, or reutilization of a substantial part of its contents concerning the following:

- a) the extraction of the contents of a 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 may not be focused on acquiring direct or indirect property benefit; and
- c) extraction and reutilization carried out in order to protect the public and in administrative or court proceedings.

#### Article 76

### **Term of the *Sui Generis* Right of the Maker of a Database**

- (1) The *sui generis* right of the maker of a database shall run for 15 years.
- (2) The term of the database maker's *sui generis* right 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 *sui generis* right shall commence on the first day of the year following the year in which the database was released.
- (3) Every new, qualitatively or quantitatively substantial contribution to the database consisting of its completion, shortening or other amendment or modification shall result in the creation of a new database.

#### Article 77

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

## **PART FIVE**

### **COLLECTIVE RIGHTS MANAGEMENT**

#### Article 78

- (1) The purpose of the collective rights management pursuant to this Act (hereinafter referred to as the "collective management") is the collective enforcement and protection of the economic rights of an author and of a performing artist, of a producer of phonograms, of an audiovisual recording producer and broadcaster and the making the subjects of these rights available to the public.
- (2) Collective management is the representation of a larger number of persons, who
  - a) have economic rights to a work, artistic performance, phonogram, audiovisual recording or broadcast (hereinafter referred to as the "subject of protection");
  - b) perform economic rights on the basis of this Act (Articles 50 and 55); or
  - c) on the basis of a contract, were granted a licence on an exclusive basis valid for the entire term of economic rights to the subject of protection and for the territory of the Slovak Republic, with the right to grant a sub-licence (hereinafter referred to as the "right holders") for their joint benefit, and that during the exercise of their economic rights to subjects of protection released or offered to be released, if anything other than

the collective execution of these rights is not permitted (par. 3) or is inappropriate; the subjects of protection offered to be released shall mean such a subject of protection, which has been reported in writing by the right holder to the relevant collective management organization for the purpose of including such subjects in the register of subjects of protection.

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

(3) The rights subject to mandatory collective management include:

- a) the right to remuneration in the event of the resale of the original work of visual arts (Article 19, par. 1);
- b) the right to remuneration (Article 24, par. 4 and 5 and Article 69, par. 3);
- c) the right to give consent to the retransmission of a work by cable [Article 18, par. 2, letter h)]; the above shall not apply to rights to the subjects of protection which are contained in the broadcast of a broadcaster who has been executing them on the basis of law, a licence contract or another similar contract;
- d) the right of a performing artist and a producer of a phonogram to equitable remuneration for the retransmission by cable of their subjects of protection pursuant to Article 65; the above shall not apply to rights to the subjects of protection which are contained in the broadcast of a broadcaster who has been executing them on the basis of law or a licence contract;
- e) the right of an author or performing artist to give his/her consent to lending [Article 18, par. 2, letter c) and Article 63, par. 2, letter e)];
- f) the right of an author or performing artist to equitable remuneration for lending (Article 18, par. 7 and Article 63, par. 4); and
- g) the right of a performing artist to additional remuneration pursuant to Article 63, par.5.

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

- a) the public performance of a work;
- b) communication to the public by exhibiting a subject of protection by any technical device;
- c) the broadcast of a subject of protection;
- d) the retransmission of a subject of protection by cable;
- e) the public distribution of an original subject of protection or its copy by rental or lending;
- f) the making copies of a subject of protection for personal use;
- g) the making copies of a subject of protection by means of a reprographic equipment or other technical engineering equipment;
- h) the resale of the original work of visual arts; and
- i) the use of a subject of protection for equitable remuneration.

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

Article 79

### **Collective Management Organization**

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

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

## Article 80

### **Granting and Termination of Authorisation**

(1) Decisions on the granting of authorisation to execute collective management (hereinafter referred to as the “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 a legal entity (hereinafter referred to as the “applicant”).

(2) The written application must contain

- a) the name, registered office, identification number, if assigned, and designation of the statutory body of the applicant, the name and surname and permanent residence of the person who is the statutory body, or 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; and
- d) supplements pursuant to par. 3 and 4.

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

- a) a document proving facts required pursuant to par. 2, letter a) and Article 79, par. 2;
- b) a document proving the membership or a promise of membership in an international organization and a written statement from at least three international organizations 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 have shown a binding interest in the collective management of their rights by the applicant;
- c) information on the applicant’s professional, technological and economic ability to carry out collective management including documents confirming this information;
- d) a list of rights holders, who have shown interest in the collective management of their rights by the applicant including a specification of their residence, and citizenship and their signatures;
- e) a sample of a draft contract for the representation of rights holders under collective management;
- f) a remuneration proposal regarding individual manners of use of the subjects of protection;
- g) a proposal of rules for remuneration containing basic principles of distribution of selected remuneration and compensation to authorised rights holders; and
- h) a statutory declaration of the applicant that the annexes pursuant to letters c) and d) are up-to-date, complete and true.

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

(5) Pursuant to par. 1, the applicant is a party to the proceedings.

(6) The Ministry shall decide on an application for authorisation within 90 days from the day of its submission. During the proceedings regarding granting authorisation, the Ministry will especially take into consideration 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 the prerequisites pursuant to par. 2;
- b) who is applying for an authorisation for rights and to such a subject of these rights, and in the case of works – then such a type, in which the collective management is practical; or
- c) who fulfils the prerequisites for ensuring the execution of collective management in an orderly and expedient manner.

(8) The Ministry will release its decision regarding the granting of authorisation in ministerial publications and on its internet page.

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

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

## **Obligations of the Collective Management Organization and the User of Subjects of Protection**

### Article 81

(1) By applying the principles of professional care, and within the scope of the granted authorisation, the collective administration organization shall properly

- a) represent each right holder in the exercise of his/her 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/her rights if the latter requests it to do so and proves that the subject of protection 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 of protection, 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/her rights within the scope as agreed upon with him/her;
- 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 of protection 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 it 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 subjects



of protection, or with persons obliged to pay the remuneration pursuant to this Act, agreements by which

1. the user is granted authorisation to exercise the right to use a subject of protection for which the collective manager manages such right collectively; and
  2. agree with the user or the obliged person on the remuneration, equitable remuneration or compensation of remuneration and the manner of its payment;
- i) in its own name and on behalf of the right holders, seek claims for the surrender of unjustified 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 unjustified 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 unjustified enrichment, and to allow the right holder at his/her request to check the correctness of the amount of remuneration, equitable remuneration, compensation of remuneration and eventual revenue from unjustified enrichment paid out to him/her;
- l) ensure tasks in the area of the registration and ensure registration into the international lists of right holders and subjects of protection, and with the consent of right holders to provide the Ministry information connected with both the registration and record-keeping pursuant to letters f) and k);
- m) create a reserve fund from the collected remuneration, equitable remuneration, compensation of remuneration and eventual revenue from unjustified enrichment;
- n) perform accounting;
- o) draft, as of 30th June of each year, an annual report on the activities and economic management (hereinafter referred to as the “annual report”) for the preceding calendar year, comprising also the annual financial statements verified by an auditor, and to deposit it without undue delay into the public part of the financial statements register<sup>10a)</sup>; 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 Article 80 including changes of the person who is the statutory body of the collective manager or a member of such body, and document such changes not later than 15 days from such change;
- r) provide the Ministry with
1. a copy of changes in documents attached to the application for the granting of authorisation pursuant to Article 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; and

3. a copy of a judicial decision or a decision of another relevant body, if the collective management organization 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 or other relevant bodies of judicial decisions in proceedings to which the collective manager is a participant, and which have a fundamental impact on its activity; and
- u) open a separate account in a bank or a branch office of a foreign bank for the purposes of depositing finances pursuant to Article 82, par. 2, letter a).

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

(3) The collective management organization shall represent the right holder on its 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 remuneration (Article 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 pay remuneration; the user or another party to such an agreement and also the person obliged to pay remuneration, shall be obliged to allow the collective management organization the execution of such activity.

(5) If the operator of the premises or other area provides his/her premises or other area to an organizer of public-cultural performances for a public performance or a 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/she fails to report to the collective management organization the data necessary for the identification of the organizer of the said public-cultural performance.

(6) In the case of the public performance of a musical work, the organizer of the public-cultural performance shall 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, unless proven otherwise.

## Article 82

(1) If the collective management organization does not 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 subjects of protection to which the organization has been administering rights pursuant to this Act (hereinafter referred to as the "administered subjects of protection"), or on the conclusion of an agreement on equitable remuneration for the use of the subjects of protection by the user, the collective management organization, the user or the legal entity associating the users of the subjects of

protection may request that the contents of such contract or agreement be stipulated by a court; 8) when stipulating the contents of the contract or agreement the court shall take into consideration the type of administered subjects of protection, the manner and extent of its use, the time during which the administered subjects of protection will be used and the conditions pursuant to Article 81, par. 1, letter h).

(2) The user may use the administered subjects of protection if he/she files the motion to start proceedings pursuant to par. 1 not later than within 30 days from the day when he/she commenced to use the administered subjects of protection or from the day when his/her right to use the administered subjects of protection expired; at the same time in compliance with par. 3

a) he/she shall agree with the collective administration organization on depositing the finances for the use of the administered subjects of protection in a separate account maintained by the collective administration organization in a bank or a branch office of a foreign bank pursuant to Article 81, par. 1, letter u); or

b) within this period of time he/she shall prove to the collective administration organization

1. the creation of a bank guarantee<sup>11)</sup> by a guarantee certificate for the fulfilment of the user's obligation to pay a certain financial amount for the use of administered subjects of protection; or

2. the deposit of finances for the use of the administered subject of protection by a notarial deposit<sup>12)</sup> by a notarial deed; or

3. the transfer of finances for the use of the administered subjects of protection to a court deposit by a court resolution.<sup>12a)</sup>

(3) The user is obliged to fulfil the conditions pursuant to par. 2, letter a) or letter b) in the amount or within the deadlines according to the last agreed upon licence agreement, cumulative licence agreement and collective licence agreement, and if no such agreement exists, at least once in three calendar months in the amount pursuant to the valid and effective price-list of remunerations and adequate remunerations of the collective administration organization.

(4) The collective administration organization is not entitled to handle the finances pursuant to par. 2, letter a) until the valid judicial decision is rendered concerning the motion pursuant to par. 2.

(5) The right to use the administered subjects of protection pursuant to par. 2 shall terminate on the day on which the judicial decision regarding the suit pursuant to par. 2 becomes valid; the entitlement to pay remuneration for the period of use of administered subjects of protection shall remain unaffected.

(6) Paragraphs 1 to 5 also apply accordingly to the agreement on reasonable remuneration.

## Article 83

### **Supervision by the Ministry**

(1) The Ministry performs supervision over the execution of collective rights management by verifying the fulfilment of obligations by the collective management organization upon the execution of collective management, and also over obtaining and analysing information and background records connected with the execution of collective management.

(2) When performing the supervision pursuant to par. 1, the Ministry shall be entitled

- a) to request information, documents or other background records necessary for the proper supervision from the collective management organization, and also from other persons who dispose or who could dispose of such information or background papers;
- b) to ascertain whether the collective management organization is fulfilling its obligations pursuant to Article 81, par. 1 to 3;
- c) to fix a suitable period of time for the remedy of ascertained errors by the collective management organization;
- d) to impose a fine; and
- e) to withdraw authorization.

(3) The collective management organization or another person is obliged to provide the Ministry with 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 its obligations pursuant to par. 3, the Ministry may impose a procedural fine of up to EUR 1,659, also repeatedly.

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

(6) If the Ministry ascertains that the collective management organization or other person has been carrying out collective management without authorisation, it will impose a fine on the above ranging 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 the 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 applied for withdrawal.

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

(9) An authorisation withdrawn pursuant to par. 7, letters a) or b) or par. 8 shall terminate on the day stipulated in the decision on the 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 sixth calendar month from the day on which the application was submitted to the Ministry, however not before the day on which the decision regarding the withdrawal of authorization comes into force.

(10) The provision of Article 80, par. 6 shall reasonably be applied to proceedings on the withdrawal of authorization pursuant to par. 7, letter c).

(11) The Proceedings on the imposition of a fine may be commenced within one year from the day on which the Ministry has learned about the violation of obligations imposed by this Act. When determining the amount of the fine, 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 for which the fine was imposed shall not be forfeited.

(13) A 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 represent state budget income.

#### Article 84

### **Rights and Obligations of the User**

(1) If the user fails to prove that the rights holder has explicitly excluded the collective management of its rights, and if the authorization pursuant to Article 80 was granted in the area of use of subjects of protection, the user is obliged to fulfil his obligations resulting from the use of the subjects of protection by means of the collective management organization that was granted authorization to collective management in the specified area of use of subjects of protection.

(2) If any of the rights pursuant to Article 78, par. 3, letters c) and e) are not administered in the Slovak Republic by a collective administration organization, the right of the user to use these subjects of protection if he/she creates reserve fund for the payment of remuneration for such use, the provisions of Article 45, par. 1 shall apply accordingly.

#### Article 85

### **Financial Management and Assets of Collective Management Organization**

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

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

(3) After the dissolution of a collective management organization or after the withdrawal of its authorization, a property settlement shall be carried out in accordance with special regulations.

## **PART SIX**

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

#### Article 86

### **Common Provisions**

(1) The rights of the citizens of the Slovak Republic recognized pursuant to this Act shall also apply to citizens of other Member States or EEA states.

(2) The rights to a producer of phonograms, audiovisual recording producer, a broadcaster, a publisher of a previously unreleased work or a maker of a database with his/her registered office in the territory of the Slovak Republic recognized pursuant to this Act shall also apply to a producer of

phonograms, an audiovisual recording producer, a broadcaster, a publisher of a previously unreleased work or a maker of a database with his/her 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 a subject of protection whose 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 Articles 80 and 83, if not stipulated otherwise by this Act.

#### Article 87

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

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

(3) Authorisations to carry out collective management granted in accordance with hitherto provisions are deemed to be authorisations to carry out 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 to the validity of this Act shall be governed by the previous provisions.

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

#### Article 87a

(1) Legal relations that arose prior to 1 March 2007 shall also be regulated by the provisions of this Act; the commencement of these legal relations including claims arising therefrom and rights resulting from the responsibility for the violation of contracts concluded prior to 1 March 2007 shall be assessed according to the legal regulations in force up 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. The provisions of Article 64, par. 5 and Article 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 to 1 March 2007; rights arisen from the use of such a phonogram prior 1 March 2007 shall remain free from prejudice. Provisions of Article 66, par. 5 and Article 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 to 1 March 2007; rights arisen from the use of such an audiovisual recording prior 1 March 2007 shall remain unaffected.

(3) Administrative proceedings not rightfully concluded by a final judgment prior to the effectiveness of this Act shall be concluded in accordance with the legal regulations effective 1 March 2007.

(4) If the user becomes entitled to use the subject of protection pursuant to Article 82, par. 7 prior to 1 March 2007, this right shall terminate on 1 March 2008 in the scope which is not in

accordance with these provisions, in the wording in force from 1 March 2007; the above shall not affect the user's obligation related to the reserve fund for the payment of remuneration for use of the subject of protection.

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

#### Article 87b

Transitional provision concerning amendments effective as of 1 January 2009

Proceedings commenced prior to January 2009 shall be completed pursuant to this Act so that the sum of a fine quantified in Slovak crowns shall be converted by applying the exchange rate<sup>14)</sup> and euros shall be rounded down.

#### Article 87c

Transitional provision concerning amendments effective as of 1 January 2013

(1) Duration of economic rights of the sound recording producer of artistic performance and duration of the economic rights of performing artist to the artistic performance recorded in sound recording, which did not expire by 31 October 2013 are governed by the regulation effective as of 1 November 2013.

(2) The provisions of this Act also apply to the legal regulations occurred prior to 1 November 2013; the occurrence of these legal regulations and the entitlements arising hereof are however assessed pursuant to the regulation effective as at 31 October 2013, if Article 63, par. 5 does not stipulate otherwise.

(3) Legal effects of filing the motion filed pursuant to Article 82 in wording effective as at 31 October 2013 and the right adjudicated pursuant to Article 82 par. 3 in the wording effective as at 31 October 2013 remain unaffected.

#### Article 88

By this Act, the legally binding acts of the European Community specified in the supplement are adopted.

#### Article 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 the amendment to and completion of some acts as amended by Act No. 234/2000 Coll.

## Article 90

### **Effect**

This Act shall take effect on 1 January 2004.

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

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

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

Act No. 349/2012 Coll. took effect on 1 December 2012.

Act No. 289/2013 Coll. took effect on 1 November 2013.

Act No. 352/2013 Coll. took effect on 1 January 2014.

Act No. 283/2014 Coll. took effect on 29 October 2014.

**Rudolf Schuster m.p.**  
**Pavol Hrušovský m.p.**  
**Mikuláš Dzurinda m.p.**

Annex 1 to Act No. 618/2003 Coll. as amended by Act No. 84/2007 Coll.

### **LIST OF ADOPTED LEGALLY BINDING ACTS OF THE EUROPEAN UNION**

1. Council Directive 91/250/EC of 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 of 19 November 1992 on rental rights and lending rights 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 of 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. Directive 2006/116/EC of the European Parliament and of the Council of 12 December 2006 on the term of protection of copyright and certain related rights (OJ L 372, 27 December 2006)



as amended by Directive 2011/77/EC of the European Parliament and of the Council of 27 September 2011 (Official Journal L 265, 11 October 2011) (codified version).

5. Directive 96/9/EC of the European Parliament and of the Council of 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 of 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 of 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 of 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).

9. Directive 2012/28/EU of the European Parliament and of the Council of 25 October 2012 on certain permitted uses of orphan works (Official Journal L 299, 27 October 2012).

Annex 2 to Act No. 618/2003 Coll. as amended by Act No. 283/2014 Coll.

## **LIST OF INFORMATION SOURCES FOR DILIGENT SEARCHES**

The information sources for the performance of diligent searches include:

1. for books:
  - a) legal deposit, library catalogues and authority files maintained by libraries and other institutions,
  - b) the publishers' and authors' associations in the respective country,
  - c) existing databases and registries, WATCH (Writers, Artists and their Copyright Holders), the ISBN (International Standard Book Number) and databases listing books in print,
  - d) the databases of the relevant collective management organizations in particular reproduction rights organizations,
  - e) sources that integrate multiple databases and registries, including VIAF (Virtual International Authority Files) and ARROW (Accessible Registries of Rights Information and Orphan Works),
2. for newspapers, magazines, journals and periodicals:
  - a) the ISSN (International Standard Serial Number) for periodical publications,
  - b) indexes and catalogues from library holdings and collections,

c) legal deposit,

d) the publishers' associations and the authors' and journalists' associations in the respective country,

e) the databases of relevant collective management organizations including reproduction rights organizations,

3. for works of visual art, photography and architecture, that are contained in books, journals, newspapers and magazines or other works:

a) the sources referred to in points (1) and (2),

b) the databases of the relevant collective management organizations, in particular for works of visual art, photography and architecture and including reproduction rights organizations,

c) databases of picture agencies,

4. for audiovisual works and phonograms:

a) legal deposit,

b) the producers' associations in the respective country,

c) databases of film or audio heritage institutions and national libraries,

d) databases with relevant standards and identifiers such as ISAN (International Standard Audiovisual Number) for audiovisual material, ISWC (International Standard Music Work Code) for musical works and ISRC (International Standard Recording Code) for phonograms,

e) the databases of the relevant collective management organizations, in particular for authors, performers, phonogram producers and audiovisual producers,

f) credits and other information appearing on the work's packaging,

g) databases of other relevant associations representing a specific category of rightholders.

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

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

1b) Article 6 of Act No. 183/2000 Coll. on libraries, amending Act of the Slovak National Council No. 27/1987 on State Management of Monuments and amending Act No. 68/1997 on the Matica Slovenská, as amended.

1c) Article 3, par. 1 of Act No. 183/2000 Coll., as amended.

1d) Article 1 of Act No. 395/2002 Coll. on Archives and Registries and on the Amendment of the certain acts, as amended,

1e) Article 2 par. 5 and 6 of Act No 206/2009 on Museums and Galleries and Protection of Items of Cultural Value and on Amendments of Act of the Slovak National Council No 372/1990 on infractions, as amended, and amending certain acts, as amended by Act No 38/2014.”

1f) Article 33 par. 1 of Act No 343/2007 on Conditions for the Evidence, Public distribution and Storage of Audiovisual Works, Multimedia works and Phonograms of Artistic Performances and the amendment of certain acts (Audiovisual Act), as amended.

1g) Regulation (EU) No 386/2012 of the European Parliament and of the Council of 19 April 2012 on entrusting the Office for Harmonization in the Internal Market (Trade Marks and Designs) with tasks related to the enforcement of intellectual property rights, including the assembling of public and private-sector representatives as a European Observatory on Infringements of Intellectual Property Rights (OJ L 129, 16.5.2012).

2) Article 116 of the Civil Code.

5) Article 1, par. 2, letter c) of the Act of the National Council of the Slovak Republic No. 96/1991 (Digest) on Public Cultural Events.

6) Articles 631 to 643 of the Civil Code.

6a) Article 2, par. 1 of Act No. 212/1997 Coll. on Legal Deposit Copies of Periodical Publications, Non-Periodical Publications and Copies of Audio-Visual Works as amended.

7) Article 50 of the Civil Code.

8) Article 161, par. 3 of Code of Civil Procedure.

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

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

9b) The Civil Code.

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

10a) Article 23 of the Act No. 431/2002 Coll. on Accounting, as amended.

11) Articles 313 to 322 of the Commercial Code.

12) Articles 70 to 73 of the Act of the Slovak National Council 323/1992 (Digest) on Notaries and Notarial Activities (Code of Notarial Practice) as amended.

12a) Articles 185a to 185h of Code of Civil Procedure.

13) Act No. 71/1967 (Digest) on Administrative Proceedings (Administrative Code), as amended.

14) Article 1, par. 2, letter c) of Act No. 659/2007 Coll. on Introduction of Euro Currency in the Slovak Republic and on amendments and supplements to certain Acts.