

SENEGAL

The Copyright Act 1973

[as amended upto January 24, 1986]

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These modifications have been incorporated in the text therein reprinted.

*Added.

CHAPTER I SUBJECT, SCOPE AND BENEFICIARIES OF COPYRIGHT

Article 1. The author of an original intellectual (literary, scientific or artistic) work shall, by the mere fact of its creation, enjoy an exclusive incorporeal property right in the work which shall be effective against all persons.

The following in particular shall be considered intellectual works within the meaning of this Law:

- i. books, pamphlets and other literary, scientific or statistical writings;
- ii. lectures, addresses, sermons, pleadings in court and other works of the same nature;
- iii. works created for the stage or for broadcasting (sound or visual), including both dramatic and dramatico-musical works and choreographic and mimed works the acting form of which is fixed in writing or otherwise;
- iv. musical compositions with or without words;
- v. pictorial works and works of drawing, lithographs, etchings, wood engravings and other works of the same nature;
- vi. sculptures, bas-relief and mosaics of all kinds;
- vii. architectural works, including both plans and models and the building itself;
- viii. tapestries and objects created by artistic professions and by the applied arts, including both drawings and models and the works themselves;
- ix. maps, illustrations and drawings and graphic and plastic reproductions of scientific or

artistic nature;

- x. cinematographic works, to which are assimilated, for the purposes of this Law, works expressed by a process analogous to cinematography;
- xi. photographic works of artistic or documentary character, to which are assimilated, for the purposes of this Law, works expressed by a process analogous to photography;
- xii. derivative works such as translations, arrangements or adaptations of the above works;
- xiii. folklore and works derived from folklore, subject to special provisions which shall be established by a special law on the protection of the national heritage.

Article 2. The title of a work shall enjoy the same protection as the work itself insofar as it is original in character. Even if the work is no longer protected, this title may not be used to distinguish a work of the same kind if such use is liable to create confusion.

Article 3. Copyright includes attributes of an intellectual and moral nature and attributes of an economic nature.

- (a) MORAL RIGHTS

Moral rights shall consist of the author's right:
to decide on the disclosure of his work;
to respect for his name, his authorship and his work.

The name of the author must be indicated, to the extent and in the manner compatible with fair practice, on every copy of the work and every time the work is made accessible to the public. The work must not undergo any modification without the consent of its author, given in writing. It must not be made accessible to the public in a form or under circumstances which might prejudice his honor or reputation. The rights conferred on the author by virtue of the foregoing paragraphs shall be perpetual, inalienable and imprescriptible.

- (b) ECONOMIC RIGHTS

The author shall have the exclusive right to exploit his work in any form and to derive monetary benefit from such exploitation. In particular, he has the exclusive right to accomplish or authorize anyone of the following acts:

- (1) reproduction of the work in any material form, including the form of cinematograph films and sound recordings, by any processes which enable it to be communicated to the public in an indirect way;
- (2) performance or recitation of the work in public by any means or process, including sound or visual broadcasting;
- (3) communication of the broadcast work to the public by wire, loudspeaker or any other process or means of transmitting sounds or images;
- (4) translation, adaptation, arrangement or any alteration of the work.

For the purposes of this Article, means the work both in its original form and in any form derived from the original.

The accomplishment of one of these acts by a third party may only occur with the express written authorization of the author. Any reproduction or performance, partial or complete, made without the consent of the author or of his successors in title or assignees shall be unlawful. The same shall apply to translation, adaptation, arrangement and alteration.

Article 4. The author of a work is the person who has created it. The work shall be considered created, independently of any public disclosure, by the mere fact of the author's conception being realized, even incompletely. Authorship shall belong, in the absence of proof to the contrary, to the person or persons under whose name or names the work is disclosed. Subject to the provisions of Article 22 below, original copyright, even in a work produced under an employment contract or a contract to make a work, shall belong to the author of the work.

However,

- (a) where the work is produced by administrative officers within the limits of their duties, the pecuniary rights deriving from the disclosure of that work may be distributed according to the specific rules of the administrative department in which they are employed;
- (b) the pecuniary rights deriving from the disclosure of the works of pupils or trainees of a school or artistic establishment may be distributed according to the specific rules of the school or establishment.

Article 5. "Original work" means a work which, by its characteristic elements and its form, or by its form alone, enables its author to be identified.

"Derivative work" means a work based on pre-existing elements.

"Work of joint authorship" means a work the creation of which is the result of contributions on the part of two or more authors, irrespective of whether it constitutes an indivisible whole or is composed of parts having independent creative character.

"Composite work" means a new work in which a pre-existing work is incorporated without the collaboration of the author of the latter.

"Collective work" means a work created on the initiative of a natural person or legal entity who or which discloses it under his or its direction and name, where the personal contributions of the various authors who participated in its creation are merged in the whole for which they were made, so that it is impossible to attribute to each author a separate right in the whole work once completed.

"Posthumous work" means a work made accessible to the public after the death of its author.

Article 6. A work of joint authorship shall belong jointly to the co-authors. The co-authors shall exercise their rights by common consent, failing which the court shall decide. When the contribution of each co-author is of a different kind, each may, in the absence of an agreement to the contrary, exploit his personal contribution separately, without, however, prejudicing the exploitation of the joint work. A composite work shall belong to the author who created it, without prejudice to the rights of the author of the pre-existing work. A collective work shall belong to the natural person or legal entity who or which initiated its creation and disclosed it.

Article 7. The authors of pseudonymous and anonymous works shall enjoy in such works the rights recognized by Article 3. They shall be represented, in the exercise of these rights, by the original publisher until such time as they declare their identity and prove their authorship. The declaration provided for in the foregoing paragraph may be made by will, provided, however, that rights that may have been acquired previously by third parties shall be preserved. The provisions of the second and third paragraphs above shall not be applicable when the pseudonym adopted by the author leaves no doubt as to his identity.

Article 8. The author of translations, adaptations, alterations or arrangements of intellectual works shall enjoy the protection provided by this Law, without prejudice to the rights of the author of the original work as defined in Article 3 above. The same shall apply to authors of anthologies or collections of various works which, by reason of their selection and arrangement of their contents, constitute intellectual creations.

Article 9. Folklore shall belong originally to the national cultural heritage. For the purposes of this Law:

(1) "folklore" means all literary and artistic works created by authors presumed to be of Senegalese nationality, passed from generation to generation and constituting one of the basic elements of the Senegalese traditional cultural heritage;

(2) "works inspired by folklore" means any work composed exclusively of elements borrowed from the Senegalese traditional cultural heritage.

Public performance and indirect fixation of folklore with a view to exploitation for profit-making purposes shall be subject prior authorization by the Bureau senegalais d' droit d'auteur (BSDA) (Copyright Office of

Senegal), against payment of a royalty, the amount of which shall be determined according to the conditions customary for each of the categories of creation considered.

The royalties payable for the collecting of a work of folklore shall be distributed as follows:

(1) Collecting without arrangement or personal contribution:

50% to the person who did the collecting;

50% to the Bureau senegalais d'adoption de l'œuvre (BSDA).

(2) Collecting with arrangement or adaptation:

75% to the author;

25% to the Bureau senegalais d'adoption de l'œuvre (BSDA).

The proceeds from royalties shall be managed by the Bureau senegalais d'adoption de l'œuvre (BSDA) and used for cultural and welfare purposes for the benefit of authors.

CHAPTER II LIMITATIONS ON COPYRIGHT

Article 10. When the work has been lawfully made available to the public, the author may not prohibit:

(1) communications such as performance and broadcasting:

- (a) if they are private, made exclusively within a family circle and do not generate receipts of any kind;
- (b) if they are made free of charge for strictly educational or school uses, or in the course of a religious service in premises reserved for the purpose;

(2) reproductions, translations and adaptations intended for strictly personal and private use;

(3) parodies, pastiches and caricatures, with due consideration for the rules governing this type of work.

Article 11. Subject to the mention of the title of the work and the name of the author, it shall be lawful to make analyses of and short quotations from a work which has already been lawfully made available to the public, provided that this is compatible with fair practice and justified by the scientific, critical, polemic, educational or informative purpose, including quotations from newspaper articles and periodicals in the form of press summaries.

Such quotations and analyses may be used in the original version or in translation.

Article 12. Subject to the mention of the name of the author and of the source, and provided that the right of reproduction is not expressly reserved, the following may be reproduced by the press or broadcast for the purposes of information:

articles on current political, social and economic topics, in the original version or in translation;
speeches intended for the public, made in political, judicial, administrative or religious gatherings, as well as in public meetings of a political nature and official ceremonies.

Article 13. In reporting current events by means of photography, cinematography or sound or visual broadcasting, it shall be lawful, to the extent justified by the informative purpose, to record, reproduce and communicate to the public literary, scientific or artistic works which may be seen or heard in the course of the said event.

Article 14. It shall be lawful to reproduce, for the purposes of cinematography, television and communication to the public, works of figurative art and of architecture permanently located in a place where they can be viewed by the public or are included in the film or in the broadcast only by way of background or as incidental to the essential matters represented.

CHAPTER III TRANSFER OF COPYRIGHT

Article 15. With the exception of the right to modify the work, copyright as defined in Article 3 shall be transferable by succession. The exercise of moral rights shall belong jointly to the successors and to the Bureau senegalais du droit d'auteur (BSDA).

The right to disclose works posthumously shall be exercised during their lifetime by the executor or executors designated by the author. If there are none, or after their death, and unless the author has willed otherwise, this right shall be exercised in the following order: by the descendants, by the spouse against whom there exists no final judgment of separation or who has not remarried, by the heirs other than descendants who inherit all or part of the estate, and by the universal legatees or donees of the totality of the future assets. This right may be exercised even after the expiration of the exclusive right of exploitation provided for in Article 40.

In cases of manifest abuse in the exercise or non-exercise of the right of disclosure on the part of the deceased author's representatives, referred to in the second paragraph of this Article, the civil court may order any appropriate measure. The same shall apply if there is a conflict between the said representatives, if there is no known successor in title or heir. Such matters may be referred to the court, in particular, by the Minister in charge of Cultural Affairs.

Authors' economic rights which have been exercised shall accrue to the Bureau senegalais du droit d'auteur (BSDA), and the proceeds of royalties resulting therefrom shall be used for cultural and welfare purposes, without prejudice to any rights of creditors and to the execution of such assignment contracts as may have been entered into by the author or his successors in title.

Article 16. Total or partial assignment of any one of the rights specified in Article 3 above shall not imply assignment of any other of the said rights. When a contract entails total assignment of one right, the effects of that assignment shall be limited to the methods of exploitation provided for in the contract.

Article 17. Transfer of ownership of the sole copy or of one or more copies of a work shall not imply transfer of the copyright in the work. Where manifest abuse by the copyright owner prevents the exercise of the right of disclosure, the civil court may order any appropriate measure in accordance with the provisions of Article 15.

Article 18. A clause in an assignment contract which confers the right to exploit the work in a manner which was unforeseen or unforeseeable at the time the contract was entered into shall be express and shall specify a proportionate share in the profits from the exploitation.

Article 19. Authors of graphic and plastic works shall have, notwithstanding any transfer of the original work, an inalienable right to share in the proceeds from any sale of the work by auction or through a dealer. After the author's death, this *droit desuite* shall subsist to the benefit of his heirs during the term of protection provided for in Article 40. The right shall be constituted by a levy, in favor of the author or his heirs, of 5 percent of the proceeds from the sale.

Article 20. Total transfer of future works shall be void. It shall be lawful, however, to conclude a contract commissioning graphic or plastic works which confer temporary exclusive rights of a duration not exceeding five years and respect the author's independence and freedom of expression.

Article 21. Unless otherwise provided, authorization to broadcast the work covers all gratuitous communications made by its own means and on its own responsibility by the *Office de Radiodiffusion Television du Senegal*.

In accordance with Article 3 (b), under (2), this authorization shall not extend to the communication of broadcasts in places open to the public, or to any transmissions by wire or wireless made by third parties.

Article 22. Performance, reproduction, adaptation and translation rights may be assigned gratuitously or for consideration. Assignment by the author of the rights in his work may be total or partial. Assignment for consideration must confer on the author a proportionate share in the proceeds of sale, hire or exploitation in any

form whatsoever.

However, the remuneration of the author may be a lump sum payment in cases where:

- (1) the basis for calculating proportionate participation cannot be practically determined;
- (2) the cost of controlling would be out of proportion to the desired results;
- (3) the use of the work is only of an accessory nature in relation to the object exploited.

Notwithstanding the assignment of his right of exploitation, the author shall enjoy, even after the publication of his work, the right to reconsider or to withdraw in relation to the assignee. He may only exercise this right, however, on condition that he indemnifies the assignee beforehand for any loss that this reconsideration or withdrawal may cause him.

When the author decides to have his work published after having exercised the right to reconsider or withdraw, he shall be bound to offer his exploitation rights first to the assignee he originally chose, under the conditions originally specified.

CHAPTER IV CINEMATOGRAPHIC AND BROADCAST WORKS

Article 23. A cinematographic work shall be the property of the natural person or legal entity on whose initiative the work is produced and on whose responsibility it is exploited. This person, called the maker, shall be deemed to be invested with the copyright in the work. Before undertaking the making of the cinematographic work, the maker shall be bound to enter into contracts with all those whose works are to be used for the production of his film.

These contracts, with the exception of those concluded with the authors of the musical compositions, with or without words, shall, in the absence of a clause to the contrary, constitute assignment to him of the exclusive right of cinematographic exploitation; they shall be made in writing,

Article 24. Before undertaking the making of the cinematographic work, the makers shall also be bound to enter into contracts with the intellectual creators of the cinematographic work, and in particular:

- (1) the author of the script;
- (2) the author of the adaptation;
- (3) the author of the musical compositions, with or without words, composed specially for the work;
- (4) the director;
- (5) the author of the dialogue.

In the absence of a clause to the contrary, these contracts shall constitute assignment to him of the exclusive right of cinematographic exploitation; they shall be made in writing.

Article 25. The director of a cinematographic work is the natural person who assumes the direction of, and the artistic responsibility for, the transformation into pictures and sound and the cutting of the cinematographic work, as well as the final editing.

The cinematographic work shall be considered completed as soon as the first master print has been established by common consent between the director and the maker.

Article 26. If one of the intellectual creators of the cinematographic work refuses to complete his contribution to the work, or is unable to complete it owing to circumstances beyond his control, he may not object to the use of the part of his contribution already in existence for the purpose of the completion of the work.

In the absence of an agreement to the contrary, the intellectual creators of a cinematographic work may dispose freely of their personal contributions with a view to their exploitation in a different genre, provided that this does not prejudice the exploitation of the work to which they have contributed.

Article 27. Authorship of a radio or television work shall belong to the natural person or persons who bring about the intellectual creation of the work. The provisions of Article 26 shall be applicable also to radio or television works.

CHAPTER V AUTHOR'S CONTRACTS

Article 28. Contracts under which the author or his successors in title authorize the performance or publication of his works must be evidenced in writing, under penalty of nullity. The same shall apply to authorizations for gratuitous performances.

Such contracts must specify the method of exploitation and the mode of remuneration, which shall be determined by the author or his successors in title. They shall be governed by the Code of Civil and Commercial Obligations.

The transfer of copyrights shall be subject to the condition that each of the rights assigned be mentioned separately in the instrument of assignment, and that the field of exploitation of the rights assigned be defined with respect to scope, purpose, place and duration.

When special circumstances require, the contract may be validly concluded by exchange of telegrams, on condition that the field of exploitation of the rights assigned is defined in the manner provided for in the third paragraph of this Article.

• (a) PUBLISHING CONTRACT

Article 29. The publishing contract is the contract under which the author or his successors in title assign to the publisher, under specified conditions, the right to manufacture or have manufactured in quantity graphic, mechanical or other copies of the work, on condition that he ensures publication and dissemination thereof.

The form and mode of expression, the conditions for the making of the publication and the termination clauses shall be specified in the contract.

Article 30. The publishing contract must indicate the minimum number of copies constituting the first printing. However, this obligation shall not apply to contracts providing for a minimum of royalties guaranteed by the publisher.

It must provide for remuneration proportionate to the proceeds from exploitation, except in the cases of lump-sum payment provided for in Article 22 of this Law.

Article 31. The publisher shall not transfer the benefits of a publishing contract to a third party, either gratuitously or for a consideration, or as a contribution to the assets of a partnership, independently of the transfer of his business, without first having obtained the authorization of the author.

Where, in the event of disposal of the business, the material or moral interests of the author are likely to be seriously prejudiced, he shall be entitled to obtain reparation, even by means of termination of the contract.

Where the publishing business was carried on as a partnership or was in joint ownership, allocation of the business to one of the former partners or one of the joint owners, as a result of dissolution or division of the business, shall in no case be considered an assignment.

In the case of a contract of specified duration, the rights of the assignee shall lapse automatically on expiration of the respective term, without the need for any formal notice.

However, for three years after the expiration of this term, the publisher may undertake the disposal at the normal price of the copies remaining in stock, unless the author prefer to purchase these copies at a price which, in the absence of an amicable agreement, shall be fixed by expert opinion, provided that this right conferred on the first publisher shall not prevent the author from having a new edition made within a period of thirty months.

Article 32. The publisher shall be required to provide the author with all the documentary evidence necessary for establishing the accuracy of his accounts.

In the absence of special conditions provided for in the contract, the author may require that the publisher produce, at least once a year, a statement of the number of copies manufactured in the course of the period under consideration, with details of the date and volume of the printings, the number of copies in stock, the number of copies sold by the publisher, the number of unused copies or copies destroyed by accident or force majeure, the amount of royalties due and the amount of any royalties paid to the author. Any contrary clauses shall be considered non-existent.

Neither the bankruptcy of the publisher nor a settlement approved by the court shall terminate the contract.

The receiver may not remain in the copies manufactured or sell them out until at least fifteen days have elapsed since he advised the author of his intention by registered letter with acknowledgement of receipt.

The author shall have a right of preemption on all or some of the copies. In the absence of an agreement, the purchase prices shall be determined by expert opinion.

Article 33. The publishing contract shall end, regardless of the cases provided for in the general rules of law or in the foregoing articles, when the publisher destroys all the copies.

Termination shall take place automatically when, after having received a formal notice from the author fixing a suitable period, the publisher has not published the work, if it is out of print, has not republished it. The edition shall be considered out of print if two orders for the delivery of copies addressed to the publisher have not been met within three months.

In the event of the author's death, if the work is incomplete, the contract shall be terminated in respect of the unfinished part of the work, in the absence of an agreement between the publisher and the author's successors in title.

Article 34. The author shall, within the period provided for in the contract, deliver the work to be published to the publisher in a form which permits manufacture. In the absence of an agreement to the contrary, or if technical difficulties render compliance impossible, the work to be published, supplied by the author, shall remain his property. The publisher shall be responsible for it during a period of one year after the completion of manufacture.

Article 35. A contract for publication at the author's expense (*acompted'auteur*) does not constitute a publishing contract within the meaning of Article 29.

Under such a contract, the author or his successors in title remit an agreed sum to the publisher, on condition that the latter manufacture copies of the work in quantity, in the form and according to the modes of expressions specified in the contract, and ensure its publication and dissemination.

Such a contract constitutes a business contract, governed by agreement, usage and the Code of Civil and Commercial Obligations.

Article 36. A "shares" contract (*decompteademi*) does not constitute a publishing contract within the meaning of Article 29.

Under such a contract, the author or his successors in title commission a publisher to manufacture, at his expense and in quantity, copies of the work in the form and according to the modes of expressions specified in the contract, and to ensure their publication and dissemination, subject to a reciprocally contracted agreement to share the profits and losses of exploitation in the proportions specified.

Such a contract constitutes a joint undertaking.

- (b) PERFORMANCE CONTRACT

Article 37 .A performance contract is a contract under which the author of an intellectual work and his successors in title authorize a natural person or legal entity to perform the work under conditions determined by them. A contract under which a professional body of authors confers on an entertainment manager the right to perform, for the duration of the contract, the existing or future works constituting the repertoire of the body under conditions determined by the author or his successors in title shall be described as a general performance contract. In the case provided for in the foregoing paragraph, an exception may be made to the provisions of Article 20.

Article 38 .The performance contract shall be concluded for a limited period or for a specified number of communications to the public.

Unless exclusive rights are expressly stipulated, it shall not confer any monopoly of exploitation on the entertainment manager.

The entertainment manager may not transfer the benefits of his contract without the formal and written consent of the author or of his representative.

The validity of the exclusive rights granted by a playwright may not exceed five years; interruption of performances for two consecutive years shall automatically terminate these rights.

Article 39 .The entertainment managers shall be required:

- (1) to inform the author or his representatives of the exact program of public performances;
- (2) to provide them with a documented statement of his receipts;
- (3) to pay them the amount of royalties provided for;
- (4) to ensure that the public performance takes place under technical conditions which guarantee the author's intellectual and moral rights.

CHAPTER V. TERM OF PROTECTION

Article 40 .Copyright shall subsist during the lifetime of the author and fifty calendar years from the end of the year of his death.

In the case of works of joint authorship, the only date taken into consideration for the calculation of this term shall be that of the death of the last surviving co-author.

Article 41 .The term of copyright shall be:

- (a) fifty calendar years from the end of the year in which the work was lawfully made accessible to the public in the case of:
 - (1) anonymous or pseudonymous works, except where the identity of the author is made known before the expiration of the period provided for in this Article, in which case the period provided for in Article 40 shall be applicable;
 - (2) cinematographic works;
 - (3) posthumous works;
 - (4) collective works.

In the case of the publication by installments of a collective work, the period shall run from the first of January of the calendar year following the publication of each installment. However, if publication is completed within twenty years of the publication of the first installment, the term of exclusive rights in the whole work shall not end until the expiration of the fiftieth year following that of the publication of the last installment;

- (b) twenty-five calendar years from the end of the year of the author's death in the case of works of photography or applied art.

Article 42 .The economic rights of the author shall include a general preferential claim on the assets of a debtor. This claim shall be exercisable also after bankruptcy and a settlement by the court. It shall be exercised immediately after the claim guaranteeing the wages of employees.

Article 43. On expiration of the terms of protection referred to in Articles 40 and 41, during which are recognized exclusive rights belong to authors, their heirs or successors in title, the author's works shall fall into the public domain.

The performance of works in the public domain is subject to:

respect of moral rights;

a prior declaration;

payment of a fee, the proceeds from which are paid to the *Bureau sénégalais d'auteurs* (BSDA) and used for cultural and welfare purposes for the benefit of authors.

The right of performance of works in the public domain shall be administered by the *Bureau sénégalais d'auteurs* (BSDA). The rate of the fee shall be fixed by the Minister in charge of Cultural Affairs, and may not exceed 50 percent of the rate of royalties collected during the term of protection.

CHAPTER VII PROCEDURE AND SANCTIONS

Article 44. The *Bureau sénégalais d'auteurs* (BSDA) may be party to legal proceedings for the defense of the interests entrusted to it, including all disputes relating directly or indirectly to the reproduction or the communication to the public of works benefiting from the provisions of this Law.

Article 45. Any person who exploits a work of folklore or the right of performance of a work in the public domain and who fails to make a prior declaration of such exploitation to the *Bureau sénégalais d'auteurs* (BSDA) shall be liable to a fine amounting to twice the amount of the royalties normally payable, and not less than 5,000 francs.

Article 46. Importation, exportation, manufacture or exploitation of a work reproduced in violation of this Law and of the international copyright conventions is prohibited and shall constitute the offense of infringement within the meaning of Articles 397 et seq. of the Penal Code.

Article 47. At the request of any author of a work protected by this Law, his successors in title or the *Bureau sénégalais d'auteurs* (BSDA), the examining magistrate having competence for the infringement or the President of the Court in all cases, including when the copyright is in imminent danger of violation, shall be entitled, on provision of security where appropriate, to order the seizure in any place, even at hours other than those specified in Article 831 of the Code of Civil Procedure, of copies manufactured or in the course of manufacture of an unlawfully reproduced work, of unlawfully used copies, and of receipts from the unlawful reproduction, performance or dissemination of a protected work. He may also order the suspension of any manufacture or public performance, in progress or announced, which constitutes an infringement or an act preparatory to infringement. Notwithstanding the provisions of the preceding paragraph, in the event of flagrant infringement the public prosecutor may, at the request of the *Bureau sénégalais d'auteurs* (BSDA), of the author whose right has been infringed, or of his successors in title, call upon the police or the military, the customs or any other competent authorities to seize copies that constitute unlawful reproduction of a work together with the equipment that has served to reproduce such work.

The provisions of this Article shall be applicable in the case of irregular exploitation of folklore or of the right of performance of a work in the public domain.

Article 48. When the proceeds from exploitation which are due to the author of an intellectual work have been the subject of a seizure, the President of the Court may order payment to the author, as an allowance for maintenance, of a certain sum or a specified proportion of the amounts seized.

Article 49. The measures ordered by the examining magistrate under Article 47 shall be ended automatically in the event of a *nolle prosequi* order.

They may be ended at any time by the examining magistrate or by the criminal courts subject, if appropriate, to the provision of security or the designation of an administrator - receiver responsible for the resumption of the manufacture or the public performances and for holding the proceeds from the exploitation of the work on behalf of

the person entitled thereto.

The measures ordered by the President of the Court shall be ended automatically on the thirtieth day following the decision where the plaintiff has failed to refer the matter to the competent civil court, unless criminal proceedings are in progress; they may also be ended at any time by the President of the Court in a summary proceeding, or by the civil court hearing the main issue, as appropriate, under the conditions prescribed by the second paragraph of this Article.

Article 50. Proof of infringement of the provisions on the protection of copyright may derive either from the reports of officers of the judicial police, agents of the customs or economic control authorities, or from reports drawn up by sworn agents of the *Bureau sénégalais dudit d'auteur* (BSDA).

Article 51. In the case of infringement of the provisions of Article 19, the assignee and the competent officers may be pronounced jointly liable to damages in favor of the beneficiaries of the *droit desuite*.

CHAPTER VIII APPLICATION OF THIS LAW

Article 52. The provisions of this Law shall apply to current contracts, the execution of which shall continue until the time provided for when the agreement was made.

Article 53. This Law shall apply:

- (a) to the works of Senegalese nationals;
- (b) to the works of foreign nationals which are republished for the first time in Senegal;
- (c) to works of architecture erected on the territory of Senegal, and to any artistic work incorporated in a building located on the said territory.

Works which do not fall into one of the categories referred to above shall only enjoy the protection provided by this Law on condition that the country of which the original copyright owner is a national or resident grant equivalent protection to the works of Senegalese nationals. However, no derogatory action may be undertaken with respect to the integrity or the authorship of such works. The royalty shall be paid to the *Bureau sénégalais dudit d'auteur* (BSDA).

The countries for which the reciprocity condition provided for in the second paragraph of this Article is deemed to be fulfilled shall be decided upon jointly by the Minister in charge of Cultural Affairs and the Minister for Foreign Affairs.

Article 54. All contrary provisions are repealed, and in particular Law No. 57 -298 of March 11, 1957, on Literary and Artistic Property.