

**Law No. 005/PR/2003 of May 2, 2003 on Protection of Copyright, Neighboring Rights and Expressions of Folklore**

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**Part 1: Copyright and Protection of Expressions of Folklore**

Chapter 1: General provisions

Section I: General provisions and scope of application

Article 1: Under the present Law:

- 1 – "work" means an original creation or all the creations produced by an artist, in particular those produced using a particular technique;
- 2 – "original work" means a work whose author can be identified by virtue of its characteristics or its form;
- 3 – "derivative work" means a work based on pre-existing elements;
- 4 – "work of joint authorship" means a work in whose creation a number of natural persons have collaborated;
- 5 – "composite work" means a work in which a pre-existing work is incorporated without the collaboration of the author of the pre-existing work;
- 6 – "collective work" means a work created by a number of authors at the initiative and under the authority of a natural or legal person who or which edits, publishes or discloses it in his name and in which the contributions of the various authors participating in its creation merge in the whole for which they were created, so that it is impossible to attribute to each of them a separate right in the whole work once completed;
- 7 – "audiovisual work" means a work consisting of a series of related images giving an impression of movement, whether or not accompanied by sounds, and, if accompanied by sounds, capable of being heard;
- 8 – "broadcasting" means the wireless transmission of sounds or of images and sounds or of representations thereof for the purposes of reception by the public; transmission of this nature by satellite; and the transmission of encrypted signals, where the means of decryption are provided to the public by the broadcasting organization or with its consent;
- 9 – "communication of a work to the public" means the fact of making a work accessible to the public by means other than the distribution of copies;

10 – "public communication by cable" means the communication of a work to the public by wire or by any other means constituted by a material substance;

11 – "to perform" a work means to recite it, play it, dance it or perform it, either directly or by any device or process or, in the case of an audiovisual work, to show the images in any sequence whatsoever or to make the sounds accompanying it audible;

12 – "producer" of an audiovisual work means the natural or legal person who or which takes the initiative and has the responsibility for creating the work;

13 – "entertainment promoter" means any natural or legal person who or which, occasionally or on a permanent basis, performs, communicates to the public or arranges for the performance or communication to the public, in an establishment open to the public and by any means whatsoever, of works protected under the present Law;

14 – "reproduction" means the material fixation of the work by any processes that allow it to be communicated to the public indirectly, in particular by printing, drawing, engraving, photography, casting and any process in the graphic and three-dimensional arts, or mechanical, cinematographic, magnetic or digital recording;

For works of architecture, reproduction also consists of the repeated execution of a plan or blueprint;

15 – "rental" means the transfer of possession of the original or a copy of a work for a limited period of time, for profit-making purposes;

16 – "expressions of folklore" means productions consisting of characteristic elements of the traditional artistic heritage developed and perpetuated by a community of the Republic of Chad or by individuals who are unknown but are recognized as meeting the artistic aspirations of such community and including folk tales, folk poetry, folk songs and instrumental music, folk dancing and entertainments and also the artistic expressions of rites and productions of folk art.

Article 2: The provisions of the present Law shall apply to:

1 – works of which the author or any other original holder of copyright is a national of the Republic of Chad or has his habitual residence or headquarters in the Republic of Chad;

2 – audiovisual works of which the producer is a national of the Republic of Chad or has his habitual residence or headquarters in the Republic of Chad;

3 - works published for the first time in the Republic of Chad or published for the first time in another country and also published in the Republic of Chad within a period of 30 days;

4 - works of architecture erected in the Republic of Chad;

5 – works that are entitled to protection pursuant to an international treaty to which the Republic of Chad is a party.

Article 3: The integrity or authorship of works may not be infringed even where, pursuant to the preceding Article, they are not protected by the law.

The exploitation of such works shall be subject to the collection of royalties by the Chadian Copyright Office provided for in Article 119 of the present Law, which shall use them for welfare and cultural purposes for the benefit of Chadian authors and performers.

## Section 2: Protected works

Article 4: Original literary, artistic and scientific works shall be protected in accordance with the provisions of Part 1 of the present Law.

Article 5: The following shall be considered works of the mind under the present Law:

1 – written works (books, brochures and other literary, artistic and scientific writings);

2 – oral works (lectures, addresses, sermons, pleadings and other works of that nature);

3 - dramatic or dramatico-musical works;

4 - choreographic works, circus acts and feats, and entertainments in dumb show the realization of which is fixed in writing or in another form;

5 - musical compositions with or without words;

6 - cinematographic works and other works consisting of sequences of moving images, with or without sound, referred to together as audiovisual works;

7 - works of drawing, painting, architecture, sculpture, engraving and lithography;

8 - graphic and typographic works;

9 - photographic works and works produced using techniques analogous to photography;

10 – works of applied art;

11 – geographical illustrations and maps;

12 - plans, sketches and three-dimensional works relating to geography, topography, architecture and science;

13 – computer programs;

14 – compilations of data or other information in any form which, by reason of the selection or arrangement of their contents, constitute intellectual creations;

15 – "expressions of folklore".

Article 6: Translations, adaptations, transformations or arrangements of works of the mind and of expressions of folklore shall be protected under the present Law, without prejudice to the rights of the author of the original work. The same shall apply to the authors of anthologies or collections of various works which, by reason of the selection and arrangement of their contents, constitute intellectual creations.

Article 7: The title of a work of the mind, provided it is original, shall be protected in the same way as the work itself.

Even where the work is no longer protected, no one may use such title to identify a work in the same genre, in circumstances likely to cause confusion.

Article 8: A work shall be deemed created, irrespective of any public disclosure, by virtue of the mere fact of realization of the author's concept, even if incomplete.

Article 9: The protection afforded by this Law shall not extend to:

1 - official texts of a legislative, administrative or judicial nature or to the official translations thereof;

2 - the news of the day;

3 - simple facts and data.

### Section 3: Copyright holders

Article 10: The provisions of the present Law shall protect the rights of authors in all works of the mind, whatever their genre, form of expression, merit or intended use, without any prior formalities.

Article 11: The existence or conclusion of a contract for hire or service by the author of a work of the mind shall not entail any derogation from the enjoyment of copyright afforded by the present Law.

Copyright in a work created in this context on behalf of a natural or legal person, private or public, shall vest originally in the author, unless otherwise stipulated in writing in the contract.

Article 12: Authorship shall belong, unless proved otherwise, to the person or persons in whose name the work is disclosed.

Article 13: A work of joint authorship shall be the joint property of the joint authors.

The joint authors shall exercise their rights by mutual agreement.

In the event of disagreement, one or more of the joint authors may seek a ruling thereon from the civil court with recognized competence in the matter.

Where the participation of each of the joint authors is of a different kind, each may, unless otherwise agreed, exploit his personal contribution separately, without prejudice, however, to the exploitation of the joint work.

Article 14: A composite work shall be the property of the author who created it, subject to the rights of the author of the pre-existing work.

Article 15: A collective work shall, unless proved otherwise, be the property of the natural or legal person in whose name it is disclosed.

That person shall hold the copyright.

Article 16: The authors of pseudonymous and anonymous works shall enjoy in such works the rights afforded by the present Law.

They shall be represented in the exercise of these rights by the original editor or publisher, until such time as they reveal their identity and prove their authorship.

The disclosure of identity referred to in the preceding paragraph may be made by will; however, any rights previously acquired by third parties shall be retained.

The provisions of the second and third paragraphs shall not apply where the pseudonym adopted by the author leaves no doubt as to his identity.

Article 17: The natural person or persons responsible for the intellectual creation of an audiovisual work shall be regarded as the author or authors of that work.

Unless proved otherwise, the following shall be presumed to be the joint authors of an audiovisual work produced in collaboration:

4 - the author of the script;

5 - the author of the adaptation;

6 - the author of the dialogue;

7 - the author of the musical compositions, with or without words, specially created for the work;

8 - the director.

Where an audiovisual work is based on a pre-existing work or script that is still protected, the authors of the original work shall be assimilated to the authors of the new work.

Article 18: The natural person or persons responsible for the intellectual creation of a radio work shall be regarded as the author or authors of that work.

The provisions of the last paragraph of the preceding Article shall apply to radio works.

Article 19: Unless otherwise stipulated, software created by one or more employees in the performance of their duties shall belong to the employer, in whom shall vest all the rights afforded to the authors.

The first paragraph of the present Article shall also apply to officials of the State, of public authorities and of public administrative institutions.

## Chapter 2: Copyright

### Section 1: General provisions

Article 20: The author of a work of the mind shall enjoy, by the mere fact of its creation, an exclusive incorporeal property right in the work that shall be enforceable against all persons. This right shall include attributes of an intellectual and economic nature, as determined by the present Law.

Article 21: The incorporeal property right set out in the preceding Article shall be independent of ownership of the material object.

The acquirer of such object shall not, by virtue of the acquisition, be vested with any of the rights set out in the preceding Article. These rights shall vest in the person of the author or his successors in title, who may not, however, require the owner of the material object to make the object available to them for the exercise of said rights. Nonetheless, where manifest abuse by the owner prevents the exercise of the right of disclosure, the competent court may order any appropriate measure once the case has been referred to it.

### Section 2: Moral rights

Article 22: The author shall be entitled to respect for his name, status and work.

This right shall be a strictly personal right.

It shall be perpetual, inalienable and imprescriptible.

It may be transmitted *mortis causa* to the author's heirs.

The exercise thereof may be conferred on a third party pursuant to a will.

Article 23: Only the author shall be entitled to disclose his work. He shall determine the procedure for disclosure and shall lay down the conditions thereof.

After the author's death, the right to disclose his posthumous works shall be exercised, during their lifetimes, by the executor or executors appointed 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 a spouse in respect of whom there is no final judgement of separation dating back more than six (6) years or who has not remarried; by 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 exclusive right of exploitation has expired.

Article 24: In the event of non-exercise or manifest abuse of the right of disclosure by the deceased author's representatives referred to in the preceding Article, the competent court hearing the case may order any appropriate measure. The same shall apply where there are no known successors in title or in the event of abeyance or escheat.

Such matters may be referred to the courts by the Minister responsible for culture.

Article 25: Notwithstanding assignment of his right of exploitation, an author shall enjoy a right of reconsideration or withdrawal, even after publication of his work, with respect to the assignee. However, he may exercise such right only on condition that he indemnify the assignee beforehand for any prejudice which the reconsideration or withdrawal may cause him. Where the author decides to have his work published after having exercised the right to reconsider or withdraw, he shall be required to offer his exploitation rights in the first instance to the assignee that he originally chose and under the conditions originally determined.

Article 26: An audiovisual work shall be deemed to be completed when the final version has been established by mutual agreement between the director or, where appropriate, the joint authors, on the one hand, and the producer, on the other.

Destruction of the master copy of such version shall be prohibited.

Any alteration to such version through the addition, removal or change of any element thereof shall require the agreement of the persons referred to in the first paragraph.

Any transfer of the audiovisual work to another type of medium with a view to a different mode of exploitation shall be subject to prior consultation with the director.

The authors' moral rights may be exercised by those authors only in respect of the completed audiovisual work.

Article 27: Where one of the authors refuses to complete his contribution to an audiovisual work or is unable to complete such contribution because of force majeure, he may not object to the use of that part of his contribution already in existence for the purpose of completion of the work. He shall have the status of author of such contribution and shall enjoy the rights deriving therefrom.

Article 28: Unless otherwise stipulated, an author may not oppose the adaptation of software within the scope of the rights that he has assigned or exercise his right to reconsider or withdraw.

Article 29: Only the author shall be entitled to make a collection of his articles and speeches and to publish them or to authorize the publication thereof in such form.

For all works thus published in a newspaper or periodical, the author shall retain the right, unless otherwise stipulated, to have them reproduced and to exploit them in any form whatsoever, provided that such reproduction or exploitation is not such as to compete with the newspaper or periodical concerned.

Article 30: Under all matrimonial regimes and on pain of invalidity of any clause to the contrary contained in a marriage contract, the right to disclose a work, to lay down the conditions for its exploitation and to defend its integrity shall remain vested in the spouse who is the author or in the spouse to whom such rights have been transferred. This right may not be brought as a dowry or acquired as community property.

The monetary proceeds of the exploitation of a work of the mind or of the total or partial assignment of the right of exploitation shall be subject to the ordinary law applicable to matrimonial regimes only where they were acquired during the marriage; the same shall apply to savings made in this respect.

Legislative provisions relating to the spouses' contributions to household costs shall apply to the monetary proceeds referred to in the second paragraph of the present Article.

### Section 3: Economic rights and limits on the exercise thereof

Article 31: The author of a work of the mind shall have the exclusive right to carry out or authorize the following acts:

1 – the reproduction of his work;

2 – the public performance of his work;

3 – the translation, adaptation, arrangement or other transformations of his work;

4 – the distribution of copies of the work to the public by sale or by any other transfer of ownership;

5 – the commercial rental and public lending of the original or of copies of his work;

6 – the communication of his work to the public by broadcasting or by cable.

Article 32: Rental and lending rights shall not apply to computer programs, where the program itself is not the essential subject of the rental or loan.

Article 33: Authors of graphic and three-dimensional works shall, notwithstanding any assignment of the original work, have an inalienable right to a share in the proceeds of any sale of such work by public auction or through a dealer.

The resale royalty shall be set uniformly at 10 per cent and shall apply only where the sale price is 50,000 CFA francs or more.

This royalty shall be levied on the sale price of each work with no deduction at source.

Article 34: Where a work has been lawfully disclosed, the author may not prohibit:

1 - private performances given free of charge exclusively within the family circle;

2 - copies or reproductions reserved strictly for the private use of the copier and not intended for collective use, with the exception of copies of works of art intended to be used for purposes identical to those for which the original work was created;

3 - on condition that the author's name and the source are clearly indicated:

(a) analyses and short quotations justified by the critical, polemic, educational, scientific or informative nature of the work in which they are incorporated;

(b) press reviews;

(c) the reproduction and dissemination, even in their entirety, through the press or by broadcasting, as current news, of articles on current political, social, economic or religious topics, speeches intended for the public made at political, administrative, judicial or academic gatherings, and sermons, lectures, addresses and other works of that nature;

4 - parody, pastiche and caricature, subject to the rules of the genre;

5 – the use of literary or artistic works as teaching examples by means of publication, broadcasting or audio or visual recording, provided that such use is not improper and is not for profit-making purposes.

Article 35: As an exception to subparagraph 2 of the preceding Article, where the work is a computer program, any reproduction without the consent of the copyright holder, other than the making of a backup copy by the user, shall be unlawful.

Article 36: As an exception to copyright, a library or archive service whose activities are not directly or indirectly profit-making may make individual copies of a work by means of reprographic reproduction:

1 - where the work reproduced is an article or a short work or a short extract from a written work other than a computer program, with or without illustration, published in a collection of works or in an issue of a newspaper or periodical, and where the purpose of reproduction is to fulfill the request of a natural person;

2 - where the making of such copy is for the purpose of preserving the work and, if necessary, replacing it or for replacing a copy that has been lost, destroyed or rendered unusable in the permanent collection of another library or archive service.

Article 37: As an exception to copyright, it shall be permitted to reproduce, broadcast or communicate by cable to the public an image of a work of architecture, a work of fine art, a photographic work or a work of applied art that is permanently located in a place open to the public, except where the image of the work is the main subject of such reproduction or communication and where it is used for profit-making purposes.

Article 38: As an exception to copyright, a broadcasting organization may, without the consent of the author and without payment of separate remuneration, make an ephemeral recording by means of its own facilities and for the purposes of its own broadcasts of a work that it is authorized to broadcast. The broadcasting organization shall be required to destroy such recording within six months of its having been made, unless a longer period has been agreed with the author of the work thus recorded. However, without such agreement, a single copy of such recording may be kept for the exclusive purpose of the conservation of archives.

#### Section 4: Term of protection

Article 39: The author shall, during his lifetime, enjoy the exclusive right to exploit his work in any form whatsoever and to derive monetary profit therefrom.

On the author's death, this right shall subsist for his successors in title during the current calendar year and for seventy (70) years thereafter.

Article 40: In the case of works of joint authorship, with the exception of audiovisual and radio works of joint authorship, the calendar year taken into account shall be that of the death of the last surviving joint author.

The term of protection of audiovisual and radio works of joint authorship shall expire fifty (50) years after the work has been lawfully made accessible to the public or, where

no such event occurs during the seventy (70) years following the making of the work, fifty (50) years after its making.

Article 41: In the case of collective works, the duration of the exclusive right shall be fifty (50) years from January 1 of the calendar year following that in which the work was published.

Where a collective work is published in installments, the term shall commence on January 1 of the calendar year following that in which each installment is published. However, where the work is published in its entirety within twenty (20) years of the publication of the first installment, the duration of the exclusive right in the whole work shall end only on expiry of the seventieth (70th) year following that of the publication of the last installment.

Article 42: In the case of anonymous or pseudonymous works, the duration of the exclusive right shall be fifty (50) years from January 1 of the calendar year following that in which the work was published. Where the author or authors make themselves known before the expiry of that term, the duration of the right of exploitation shall be that corresponding to the category of the work in question, and the period of legal protection shall commence in accordance with the provisions of Article 39.

Article 43: In the case of posthumous works, the duration of the exclusive right shall be fifty (50) years from the date of publication of the work.

Where a posthumous work is disclosed during the fifty (50) years following the author's death, the right to exploit it shall vest in the author's successors in title. Where the work is disclosed after expiry of that period, the right shall vest in those who, by succession or for other reasons, own the work and who publish it or have it published.

Posthumous works shall be published separately, except where they constitute only a fragment of a work previously published.

They may be added to previously published works by the same author only where the author's successors in title still hold the exploitation right therein.

Article 44: In the case of computer programs, the rights provided for in the present Law shall lapse on expiry of a period of fifty (50) years after the creation of such program.

Article 45: In the case of works of applied art, the rights provided for in the Law shall lapse on expiry of a period of twenty-five (25) years after the creation of such work.

### Chapter 3: Exploitation of rights

#### Section I: General principles

Article 46: Total assignment of future works shall be invalid.

Article 47: The performance, publishing and audiovisual production contracts referred to in the present Chapter shall be in writing, on pain of relative invalidity. The same shall apply to performance authorizations granted free of charge.

In all other cases, the provisions of contract law shall apply.

Article 48: The transfer of copyright must be mentioned specifically in the deed of assignment and the scope, purpose, place and duration of the exploitation of the rights assigned must be established.

The assignment of the rights of audiovisual adaptation must be the subject of a written contract in a document separate from the contract relating to the publication as such of the printed work.

The assignee shall undertake by such contract to seek exploitation of the right assigned in compliance with the practice within the profession and, in the case of an adaptation, to pay the author remuneration in proportion to the revenue received.

Article 49: The author may assign the rights in his work in whole or in part. Such assignment must include a proportional share of the revenue from the sale or exploitation for the benefit of the author.

The author's remuneration may, however, be assessed as a lump sum in the following cases:

- 1 – where it is impossible in practice to determine the basis for calculating a share;
- 2 – where there is no means of monitoring the application of the share;
- 3 - where the calculation and monitoring costs would be disproportionate to the desired results;
- 4 - where the nature or conditions of the exploitation make it impossible to apply the rule of proportional remuneration, either because the author's contribution does not constitute one of the essential elements of the intellectual creation of the work or because the use of the work is merely incidental to the subject of the exploitation;
- 5 - in the event of the assignment of a software program;
- 6 - in the other cases provided for in the present Law.

It shall also be lawful for the parties, at the request of the author, to convert the royalties deriving from the contracts currently in force into lump-sum annuities for periods to be determined by the parties.

Article 50: In the event of assignment of an exploitation right, where the author has suffered a loss of over seven twelfths as a result of injury or an underestimation of the anticipated proceeds of the work, he may seek a review of the terms of the contract relating to price.

Such request may be made only in cases where the work has been assigned against payment of a lump sum.

The injury shall be assessed taking into consideration the full extent of the exploitation by the assignee of the works of the author who claims to have been injured.

Article 51: Any assignment clause conferring the right to exploit the work in a form that was unforeseeable or unforeseen on the date of the contract must be explicit and must stipulate a share that is correlated to the profits of exploitation.

Article 52: In addition to his monetary rights, the author shall have a general lien on the debtor's property. The lien shall outlast bankruptcy and court-ordered liquidation. It shall be exercised after employees' salaries have been guaranteed.

## Section 2: Publishing contracts

Article 53: A publishing contract shall be a contract under which the author of a work of the mind or his successors in title assign to a person known as a publisher, under specified conditions, the right to make or have made a number of copies of the work, and under which the publisher is required to effect the publication and dissemination thereof.

Article 54: A contract known as a contract at the author's expense shall not constitute a publishing contract.

Under such contract, the author or his successors in title shall pay to the publisher an agreed remuneration against which the publisher shall make a number of copies of the work in the form and in accordance with the modes of expression specified in the contract, and effect the publication and dissemination thereof.

Such contract shall constitute a contract for services governed by convention, usage and the provisions of the Civil Code.

Article 55: A contract known as a contract at joint expense shall not constitute a publishing contract.

Under such contract, the author or his successors in title shall commission a publisher to make, at his expense, a number of copies of the work in the form and in accordance with the modes of expression specified in the contract and to effect publication and dissemination thereof in accordance with the agreement reciprocally contracted to share the profits and losses of exploitation in the agreed proportion.

Such contract shall constitute a joint undertaking. It shall be governed, subject to the provisions of the Civil Code, by convention and usage.

Article 56: It shall be lawful to specify that the author undertakes to grant a preferential right to a publisher for the publication of his future works in clearly defined genres.

Such right shall be limited for each genre to five new works from the date of signing of the contract entered into for the first work, or works produced by the author within a period of five years from the same date.

The publisher shall exercise the right conferred on him by informing the author in writing of his decision, within a period of three months from the date on which the author delivers each final manuscript.

Where a publisher enjoying the preferential right has successively refused two new works submitted by the author in the genre specified in the contract, the author may immediately and automatically regain his freedom in relation to any future works that he may produce in that genre. Where the author has received advances for his future works from the first publisher, however, he must first refund them.

Article 57: Where book publishing is concerned, the author may, subject to a formally expressed agreement, receive a lump-sum remuneration for the first edition of the following:

- 1 - scientific or technical works;
- 2 - anthologies and encyclopedias;
- 3 - prefaces, annotations, introductions, presentations;
- 4 - illustrations to a work;
- 5 - limited de luxe editions;
- 6 - prayer books;
- 7 – translations, at the request of the translator;
- 8 - low-priced popular editions;
- 9 - low-priced albums.

Lump-sum remuneration may also be paid for the assignment of rights to or by a person or a company established abroad.

Where works of the mind published in newspapers or periodicals of any kind or by press agencies are concerned, the remuneration of the author, who is bound to the news publishing company by a contract for hire or service, may also be fixed as a lump sum.

Article 58: The personal, written consent of the author shall be compulsory.

Without prejudice to provisions governing contracts entered into by minors and persons who have attained majority who are under guardianship, consent shall be required even in the case of an author without legal capacity, except where he is physically incapable of giving his consent.

The provisions of the preceding paragraph shall not be applicable where the publishing contract is signed by the author's successors in title.

Article 59: The author shall guarantee the publisher the undisturbed and, unless otherwise agreed, exclusive exercise of the right assigned.

He shall be required to ensure respect for this right and to defend it against any infringements.

Article 60: The author shall put the publisher in a position to produce and distribute copies of the work.

He must deliver to the publisher, within the period stipulated in the contract, the material to be published in a form permitting normal production.

Unless otherwise agreed or where it is technically impossible, the material for publication supplied by the author shall remain the property of the author. The publisher shall be responsible for it for a period of one year after production has been completed.

Article 61: A publishing contract must indicate the minimum number of copies constituting the first print run. This obligation shall not apply, however, to contracts providing for minimum royalties guaranteed by the publisher.

Article 62: The publisher shall be required to produce copies or have them produced under the conditions, in the form and in accordance with the modes of expression stipulated in the contract.

He may not make any alterations to the work without the written consent of the author.

Unless otherwise agreed, he shall ensure that the author's name, pseudonym or mark appears on each copy.

In the absence of a special agreement, the publisher shall effect publication within a period set in accordance with the practice within the profession.

In the case of a fixed-term contract, the rights of the assignee shall lapse automatically on expiry of the term in question without the need for formal notice.

In the three years after such expiry the publisher may, however, sell off, at the normal price, the copies remaining in stock, unless the author prefers to buy such copies at a price that shall be set according to expert opinion, in the absence of an amicable agreement. This option, open to the first publisher, shall not prevent the author from proceeding with a new edition within a period of 30 months.

Article 63: The publisher shall be required to ensure ongoing and consistent exploitation and commercial distribution of the work, in accordance with the practice within the profession.

Article 64: The publisher shall be required to render accounts.

In the absence of special terms laid down in the contract, the author may require the publisher to produce, at least once a year, a statement indicating the number of copies produced during the financial year and specifying the date and size of the print runs and the number of copies in stock.

Except where contrary to normal practice or otherwise agreed, this statement shall also indicate the number of copies that are unusable or have been destroyed by accident or because of force majeure and the amount of any royalties owed or paid to the author.

Article 65: The publisher shall be required to furnish the author with all evidence necessary to establish the accuracy of his accounts.

Where the publisher fails to provide the necessary evidence, he shall be obliged to do so by the courts.

Article 66: Judicial administration proceedings in respect of the publisher shall not entail the termination of the contract, unless otherwise stipulated.

Where the company continues to be operated by a receiver or liquidator, all the publisher's obligations toward the author shall be met by such receiver or liquidator.

In the event of assignment of the publishing company, the purchaser shall be bound by the obligations of the seller.

Article 67: Where the company's activity has ceased more than three months previously or where the courts have ordered liquidation, the author may request the termination of the contract.

The liquidator may not undertake the remaindering or other disposal of copies that have been produced until at least 15 days after notifying the author of his intention by registered letter with a request for acknowledgement of receipt.

The author shall have a right of pre-emption in respect of all or some of the copies. In the absence of agreement, the buyback price shall be set in accordance with expert opinion.

Article 68: The publisher may not transfer the enjoyment of the publishing contract to third parties, either free of charge or against payment or as a contribution to the assets of a partnership, independently of his business, without first having obtained the author's consent.

In the event of the disposal of the business in such a way as seriously to compromise the author's material or moral interests, the author shall be entitled to obtain reparation even in the form of termination of the contract.

Where the publishing business was operated as a partnership or a joint enterprise, the award of the business to one of the former partners or one of the co-owners as a result of the liquidation or division shall under no circumstances be considered assignment.

Article 69: A publishing contract shall come to an end, irrespective of the situations provided for in ordinary law or in the preceding articles, when the publisher destroys all the copies.

The contract shall be terminated automatically where, when the author has formally notified the publisher of an appropriate deadline, the publisher has not published the work or, where it is out of print, republished it.

A publication shall be deemed to be out of print where two requests for deliveries of copies addressed to the publisher have not been fulfilled within three months.

Where, in the event of the author's death, a work is incomplete, the contract shall be terminated in respect of the unfinished part of the work, except as otherwise agreed between the publisher and the author's successors in title.

### Section 3: Performance contracts

Article 70: A performance contract shall be a contract under which the author of a work of the mind and his successors in title authorize a natural or legal person to perform the work under conditions that they stipulate.

A contract under which a professional association of authors affords to an entertainment promoter the faculty of performing, during the term of the contract, the present or future works that constitute the repertoire of such association, under the conditions laid down by the author or his successors in title, shall be known as a general performance contract.

Article 71: A performance contract shall be concluded for a limited duration or for a specified number of communications to the public.

Unless exclusive rights are expressly provided for, no monopoly on exploitation shall be conferred on the entertainment promoter .

The period of validity of the exclusive rights afforded by a playwright may not exceed five years; the suspension of performances for two consecutive years shall automatically end such validity.

An entertainment promoter may not transfer the enjoyment of his contract without formal consent given in writing by the author or his representative.

Article 72: Unless otherwise provided:

1 - authorization for the terrestrial broadcast of a work shall not include distribution of such broadcast by cable, unless it is done simultaneously and in full by the organization that has received the authorization and without any extension of the geographical area stipulated in the contract;

2 - authorization to broadcast a work shall not be equivalent to authorization to communicate the broadcast of the work in a place accessible to the public;

3 - authorization for the terrestrial broadcast of a work shall not include the broadcast thereof to a satellite allowing the work to be received through the intermediary of third-party organizations, unless the authors or their successors in title have contractually authorized such organizations to communicate the work to the public; in this case, the broadcasting organization shall be exempt from paying any remuneration.

Article 73: An entertainment promoter shall be required to inform the author or his representatives of the exact program of public performances and to furnish them with a certified statement of his takings. He shall pay the amount of royalties stipulated on the due dates specified, directly to the author or his representatives.

Article 74: An entertainment promoter shall be required to effect the public performance under technical conditions suitable to ensure that the intellectual and moral rights of the author are respected.

#### Section 4: Audiovisual production contracts

Article 75: A contract binding the producer to the authors of an audiovisual work, other than the author of a musical composition with or without words, shall, unless otherwise stipulated and without prejudice to the rights afforded to the authors, imply the assignment to the producer of the exclusive exploitation rights in the audiovisual work.

An audiovisual production contract shall not imply the assignment to the producer of the graphic or theatrical rights in the work.

The contract shall specify a list of the elements used in the production of the work that is conserved and the procedures for conservation.

Article 76: Remuneration shall be payable to the authors for each mode of exploitation.

Subject to the provisions of Article 49, where the public pays a price to receive the communication of a specified and identifiable audiovisual work, the remuneration shall be proportional to such price, taking into account any decreasing rates granted by the distributor to the operator, and shall be paid to the authors by the producer.

Article 77: The author shall guarantee the producer the undisturbed exercise of the rights assigned.

Article 78: The producer shall be required to ensure that the audiovisual work is exploited in accordance with the practice within the profession.

Article 79: At least once a year, the producer shall provide the author and the joint authors with a statement of the revenue from the exploitation of the work for each mode of exploitation.

At their request, he shall supply them with all evidence necessary to establish the accuracy of the accounts, in particular a copy of the contracts under which he assigns to third parties all or some of the rights which he enjoys.

Article 80: Unless otherwise agreed, each of the authors of an audiovisual work may freely dispose of the part of the work that constitutes his personal contribution with a view to exploiting it in a different genre, where such exploitation is without prejudice to the exploitation of the joint work.

Article 81: Judicial administration proceedings in respect of the producer shall not entail the termination of the audiovisual production contract.

Where the producer or exploiter of the work is involved in proceedings, the administrator, the receiver or any person involved in the business operations during bankruptcy or court-ordered liquidation shall be bound by all the producer's obligations, in particular with regard to the joint authors.

In the event of assignment of all or part of the business, or liquidation, the administrator, the debtor or the liquidator, as the case may be, shall be required to establish a separate lot for each audiovisual work that may be assigned or auctioned. He shall be obliged to notify each of the authors and co-producers of the work by registered letter one month before any decision on assignment or sale by auction, on pain of invalidity. The purchaser shall likewise be bound by the obligations of the seller.

The author and the joint authors shall have a right of pre-emption in respect of the work, except where one of the co-producers declares himself a purchaser. In the absence of agreement, the purchase price shall be set by expert opinion.

Where the company's activity has ceased more than three months previously or where liquidation has been declared, the author and the joint authors may request the termination of the audiovisual production contract.

#### Chapter 4: Protection of "expressions of folklore"

Article 82: "Expressions of folklore" shall belong by their origin to the national heritage.

Article 83: "Expressions of folklore" shall be protected by the present Law against illicit exploitation and other prejudicial actions.

Article 84: The creation of works derived from "expressions of folklore" (adaptations, translations, arrangements and other transformations) shall be declared, after creation, to the Chadian Copyright Office.

Article 85: The following uses of "expressions of folklore" shall be subject to the authorization of the Chadian Copyright Office, where they are carried out both for profit-making purposes and outside their traditional or customary context:

- 1 - any publication, reproduction and distribution of copies of "expressions of folklore";
- 2 - any recitation or public performance, any transmission by wire or by wireless means, and any other form of communication to the public of "expressions of folklore".

Article 86: The authorization of the Chadian Copyright Office provided for in Article 119 shall be granted against payment of a royalty, the amount of which shall be fixed in accordance with the conditions for the use of protected works in the same category. The proceeds of such royalty shall be managed by the Chadian Copyright Office and used for cultural or welfare purposes for the benefit of the communities of origin, authors and performers in Chad.

Article 87: Copies of "expressions of folklore" and also copies of translations, arrangements and other transformations of such expressions produced without authorization or without being declared, as appropriate, may not be imported, exported or distributed.

Article 88: The exceptions to copyright set out in this Law shall apply *mutatis mutandis* to "expressions of folklore".

Article 89: Any publication and communication to the public of an identifiable expression of folklore must indicate its source in an appropriate manner, by mentioning the community and/or the geographical place from which the expression originates.

Article 90: "Expressions of folklore" developed and perpetuated in a foreign country shall be protected by the present Law, subject to reciprocity or on the basis of treaties or other agreements that are binding on the Republic of Chad.

## **Part 2: Protection of Neighboring Rights**

### Chapter 1: General provisions

Article 91: Neighboring rights shall include the rights of performers, producers of phonograms or videograms and audiovisual communication companies.

Article 92: Neighboring rights shall not prejudice copyright. Consequently, no provision in the present Part of the Law shall be interpreted in such a way as to limit the exercise of copyright by the holders thereof.

Article 93: For the purposes of the present Part of the Law:

1 – "performers" means natural persons who act, sing, recite, declaim, play in, dance or otherwise perform literary or artistic works, variety, circus or puppet acts, or "expressions of folklore";

2 – "fixation" means the embodiment of sounds, images, or sounds and images in a material medium that is permanent or sufficiently stable to allow them to be viewed, reproduced or communicated in any manner whatsoever during a period of time that is more than provisional;

3 – "phonogram" means any exclusively audio fixation of the sounds of a performance or of other sounds, or of a representation of sounds, other than in the form of a fixation incorporated in a cinematographic or other audiovisual work;

4 – "producer of a phonogram" means the natural or legal person who or which takes the initiative and has the responsibility for the first fixation of a phonogram;

5 – "videogram" means the fixation of a series of related images, with or without sound, giving an impression of movement, on cassette, disk or other material media;

6 – "producer of a videogram" means the natural or legal person who or which takes the initiative and has the responsibility for the first fixation of a videogram;

7 – "publication" of a fixed performance, a phonogram or a videogram means the making available to the public of copies of the fixed performance or of the phonogram or videogram, with the consent of the rightholder, and provided that copies are made available to the public in reasonable quantity;

8 – "communication to the public" of a performance, a phonogram or a videogram means the transmission to the public by any means otherwise than by broadcasting, of sounds, images, or images and sounds of a performance, or the sounds, images, or images and sounds or representations of sounds, images, or images and sounds fixed in a phonogram or videogram.

Article 94: The provisions of the present Part of the Law shall apply to performances where:

- 1 - the performer is a national of the Republic of Chad;
- 2 - the performance takes place on the territory of the Republic of Chad;
- 3 – the performance is fixed in a phonogram that is protected under the present Part of the Law;
- 4 - a performance that has not been fixed in a phonogram is incorporated in a broadcast program that is protected under the present Part of the Law.

They shall apply to phonograms and videograms where:

- 1 - the producer is a national of the Republic of Chad;
- 2 - the first fixation has been made in the Republic of Chad.

They shall apply to broadcast programs where:

- 1 - the headquarters of the organization is located on the territory of the Republic of Chad;
- 2 - the broadcast program has been transmitted from a station located on the territory of the Republic of Chad.

The provisions of the present Part of the Law shall also apply to performances, phonograms or videograms and broadcast programs that are protected pursuant to the international agreements to which the Republic of Chad is a party.

Article 95: The exceptions to copyright set out in Part 1, Articles 34 and 38, of the Law shall apply *mutatis mutandis* to neighboring rights.

## Chapter 2: Neighboring rights

### Section 1: Rights of performers

Article 96: The performer shall be entitled to respect for his name, status and performance.

This inalienable and imprescriptible right shall be a strictly personal right.

It shall be transferable to his heirs for the protection of the performance and of the memory of the deceased.

Article 97: The following acts shall be subject to the written consent of the performer:

- 1 - the fixation of his non-fixed performance;
- 2 - the reproduction of the fixation of his performance;
- 3 - the distribution of copies of a fixation of his performance by sale or by any other form of transfer of ownership;
- 4 – rental or public lending;
- 5 - the broadcasting of his performance, except where the broadcast is made by means of a fixation of the performance or where it is a retransmission authorized by the broadcasting organization that was the first to transmit the performance;
- 6 - the communication to the public of his performance, except where such communication is made by means of a fixation of the performance or where it is made by means of a broadcast of the performance.

Article 98: Unless otherwise provided:

- 1 - the broadcasting authorization shall not imply authorization to permit other broadcasting organizations to transmit the performance;
- 2 - the broadcasting authorization shall not imply authorization to fix the performance;
- 3 - the authorization to broadcast and fix the performance shall not imply authorization to reproduce the fixation;
- 4 - the authorization to fix the performance and to reproduce the fixation shall not imply authorization to broadcast the performance by means of the fixation or of reproductions thereof.

Article 99: The duration of performers' economic rights shall be fifty (50) years from:

- 1 – January 1 of the calendar year following that of fixation, in the case of performances fixed in phonograms or videograms;
- 2 – January 1 of the calendar year following that of performance, in the case of performances that are not fixed in phonograms or videograms.

Article 100: The signing of a contract concluded between a performer and a producer for the production of an audiovisual work shall constitute authorization to fix and reproduce the performer's performance and to communicate it to the public.

Such contract shall establish separate remuneration for each mode of exploitation of the work.

## Section 2: Rights of producers of phonograms

Article 101: The following acts shall be subject to the written consent of the phonogram producer:

- 1 – the direct or indirect reproduction of his phonogram;
- 2 – the import of copies of his phonogram with a view to the distribution thereof to the public;
- 3 – the distribution to the public of copies of his phonogram by sale or by any other form of transfer of ownership;
- 4 – rental or public lending;
- 5 – communication to the public other than that mentioned in Article 90.

Article 102: The rights afforded to a phonogram producer under the preceding Article, and also the copyright and the rights of the performers at his disposal, in the work fixed in such phonogram may not be assigned separately.

Article 103: The duration of a phonogram producer's rights shall be fifty (50) years from January 1 of the calendar year following that of the fixation.

## Section 3: Equitable remuneration for phonograms for commercial use

Article 104: Where a phonogram has been published for commercial purposes, the performer and the producer may not oppose:

- 1 – the direct communication thereof in a public place, provided that it is not used in entertainment;
- 2 - the broadcast thereof, or the simultaneous distribution in full of such broadcast by cable.

Such uses of phonograms published for commercial purposes, irrespective of the place of fixation of such phonograms, shall entitle performers and producers to remuneration.

Article 105: The remuneration referred to in the preceding Article shall be paid by the persons who or which use phonograms published for commercial purposes. The rate of remuneration and the procedures for payment thereof shall be established by the Chadian Copyright Office in consultation with users.

Remuneration shall be collected on behalf of the successors in title and shared out equally among the performers and producers by the Chadian Copyright Office.

Article 106: Persons using phonograms published for commercial purposes shall be required, when they discharge their obligations, to provide the professional copyright organization with the exact programs of the uses that they are making of such phonograms and all the documents necessary for the distribution of the royalties.

#### Section 4: Rights of producers of videograms

Article 107: The following acts shall be subject to the written consent of the videogram producer:

- 1 – the direct or indirect reproduction of his videogram;
- 2 – the import of copies of his videogram with a view to distribution to the public;
- 3 – the distribution to the public of copies of his videogram by sale or by any other form of transfer of ownership;
- 4 – rental or public lending;
- 5 – the communication to the public of his videogram.

Article 108: The rights afforded to a videogram producer under the preceding Article, the copyright and the rights of the performers at his disposal in the work fixed in such videogram may not be assigned separately.

Article 109: The duration of a videogram producer's rights shall be fifty (50) years from January 1 of the calendar year following that of the fixation.

#### Section 5: Rights of audiovisual communication companies

Article 110: Organizations that exploit an audiovisual communication service shall be known as audiovisual communication companies.

Article 111: The following acts shall be subject to the written consent of the audiovisual communication company:

- 1 – the retransmission of its programs;

2 – the fixation of its programs;

3 – the reproduction of a fixation of its programs and the making available thereof to the public by sale, hire or exchange, the broadcasting thereof and the communication thereof to the public in a publicly accessible place against payment of an entry fee.

Article 112: The duration of the rights afforded to audiovisual communication companies shall be twenty-five (25) years from January 1 of the calendar year following that of the first communication of the program to the public.

Part 3: Common provisions

Chapter 1: Remuneration for private copying

Single section

Article 113: The authors and performers of works fixed in phonograms or videograms and the producers of such phonograms or videograms shall be entitled to remuneration for the reproduction of such works intended for strictly personal and private use, not for collective use, and produced pursuant to Article 34 of the present Law.

Article 114: Remuneration for private copying shall be paid by the manufacturer or importer of recording media that can be used for the reproduction for private use of works fixed in phonograms or videograms, when such media are put into circulation in the Republic of Chad.

The amount of the remuneration shall be based on the type of medium and the length of recording that it allows. It shall be assessed according to the lump-sum method.

Article 115: The types of medium, the remuneration rates and the procedures for payment of the remuneration shall be laid down in regulations; such remuneration may not be less than 10 per cent of the price of the medium.

Article 116: Remuneration for private copying shall be collected on behalf of the successors in title by the Chadian Copyright Office.

Remuneration for the private copying of phonograms shall be shared out as follows: half to the authors, one quarter to the performers and one quarter to the producers.

Remuneration for the private copying of videograms shall be shared out equally among the authors, performers and producers.

Article 117: Remuneration for private copying shall be reimbursable where the recording medium is acquired for their own use or production by:

1 - audiovisual communication companies;

2 - producers of phonograms and videograms and persons who or which reproduce phonograms or videograms on behalf of the producers thereof;

3 - legal persons or organizations, a list of which shall be drawn up by the Ministry responsible for culture, that use recording media for the purpose of assisting visually or aurally impaired persons.

Article 118: The manufacture, assembly, sale, exchange, hire or making available to the public in any way of any digital audio recording apparatus that does not have a digital audio anti-copying device shall be subject to prior authorization by the Ministry responsible for culture.

The same authorization shall be required for any apparatus, process, device or service, the purpose of which is to remove, bypass, deactivate and more generally make inoperative a digital audio anti-copying device or a device for limiting the possibility of copying or recopying.

A regulatory text shall lay down the rules exempting certain digital audio recording apparatuses from the preceding provisions, where such apparatuses are intended exclusively for lawful professional purposes.

The present Article and any provisions that may be enacted under the foregoing paragraphs shall not impede the implementation of the provisions of Chapter 1 of this part of the Law concerning recording media that can be used by means of digital processes.

## Chapter 2: Copyright Office

Article 119: A public administrative institution known as the Chadian Copyright Office, abbreviated as BUTDRA, is hereby created under the Ministry responsible for culture.

Pursuant to the present Law, BUTDRA shall be responsible for the collective management of copyright and neighboring rights.

In that capacity it shall be responsible for:

1 – the organization and representation of authors of literary and artistic works and their successors in title;

2 – the promotion and defense of the professional, material and moral interests of such authors and their successors in title;

3 – the promotion of national creativity in the literary, artistic and scientific fields;

4 – exclusive administration on the territory of the Republic of Chad of all the economic rights of its members that it may have determined;

5 – the safeguarding and promotion of Chad's folk heritage.

A decree adopted by the Council of Ministers on the advice of the National Coordinating Body of Chadian Artists or of any other appropriate body shall determine its functions, organization and operating procedures.

Article 120: The provisions of the preceding Article shall not in any way prevent holders of copyright and neighboring rights from personally exercising the rights afforded to them under the present Law.

Article 121: The Chadian Copyright Office shall manage the interests of foreign organizations on the national territory within the framework of any arrangements or agreements that it may conclude with them.

#### Part 4

##### Chapter 1: Securities and penalties

###### Section 1: General provisions

Article 122: All disputes relating to the implementation of the present Law that fall within the jurisdiction of the judiciary shall be brought before the competent courts, without prejudice to the right of the injured party to institute criminal proceedings under ordinary law.

The Chadian Copyright Office shall have capacity to institute legal proceedings in defense of the interests for which it is responsible.

However, in the event of a dispute between an artist and the Chadian Copyright Office, the Administrative Chamber of the Supreme Court shall be competent to hear the case.

Article 123: In addition to statements by police detectives or criminal investigation officers, factual evidence of any infringement of the provisions of the present Law may result from the reports of sworn officials of the Chadian Copyright Office.

###### Section 2: Protective measures

Article 124: The civil court competent to hear proceedings instituted under civil law in accordance with the present Law shall be empowered, subject to the conditions that it deems reasonable, to issue an order prohibiting the commission or ordering the cessation of the infringement of any right protected under the present Law.

Article 125: Police detectives, justices of the peace and sworn officials of the Chadian Copyright Office shall be required, at the request of any author or holder of neighboring rights, their successors in title, licensees or the Chadian Copyright Office, to seize copies that have been produced in violation of copyright or neighboring rights.

Where the desired effect of the seizure is to delay or suspend public performances that are already under way or have been announced, special authorization must be obtained from the President of the court of minor jurisdiction, by an order issued on request. The President of the court may also, in the same manner, order:

1 - the suspension of any manufacturing currently under way to reproduce unlawfully a work, performance, phonogram or videogram;

2 - the seizure, irrespective of the day and time, of copies constituting an unlawful reproduction of a work, performance, phonogram or videogram that has been or is being produced, of the revenue obtained, and of copies used unlawfully;

3 - the seizure of the revenue from any reproduction, performance or broadcast, by any means whatsoever, of a work of the mind, performance, phonogram or videogram, effected in violation of copyright or neighboring rights.

In the orders referred to above, the President of the court may order the distrainer to provide appropriate security first.

The provisions of the present Article shall also apply in the event of improper exploitation.

Article 126: The distrainee or the garnishee may request the President of the court to order the release of the seizure, to limit its effects or to authorize the resumption of manufacture or of public performances, under the authority of an administrator appointed as custodian, for the benefit of whomsoever it may concern, of the proceeds of such manufacture or exploitation.

Where the President of the court allows the request of the distrainee or garnishee, he may, hearing the case in chambers, order the applicant to deposit a sum as security against any damages to which the author may be entitled.

Article 127: The measures taken pursuant to Article 114 above shall be lifted automatically in the event of a non-suit or discharge.

In the absence of criminal proceedings, the measures shall also be lifted automatically where the distrainer fails to refer the matter to the competent civil court within 30 days of the seizure.

Article 128: Authorities of all kinds, and in particular the police and the gendarmerie, shall be required, at the request of the Chadian Copyright Office, to give their assistance and, where appropriate, their protection.

### Section 3: Civil and criminal penalties

Article 129: A victim of the infringement of a right protected under the present Law may obtain payment, by the infringer, of damages to compensate for the prejudice that they have suffered and the payment of the costs arising from the infringing act, including legal costs.

Article 130: In the event of an infringement of the author's resale royalty right, the purchaser and ministerial officials may be ordered, jointly and severally, to pay damages to the beneficiaries of that right.

Article 131: Article 209 of the Penal Code is hereby amended as follows:

Any publication of writings or of a musical composition, drawing, painting or any other production, printed or engraved, in whole or in part, any reproduction, translation, adaptation, arrangement or other transformation, any representation, rental, public lending or communication to the public of works published in Chad or abroad, in violation of the laws and regulations on the ownership of authors, shall be punished with imprisonment for a term of three (3) months to two (2) years or with a fine of fifty thousand (50,000) to five million (5,000,000) CFA francs or both.

Anyone who sells, exports and imports infringing works shall be punished with the same penalties.

Article 132: Anyone who infringes one of the rights of performers, producers of phonograms or videograms or audiovisual communication companies, as set out in the present Law, shall be punished with imprisonment for a term of three (3) months to two (2) years or with a fine of fifty thousand (50,000) to five million (5,000,000) CFA francs or both.

Anyone who sells, imports or exports phonograms or videograms made without the consent of the producer or the performer, where such consent is required, shall be punished with the same penalties.

Failure to pay the remuneration due to the author, the performer or the phonogram or videogram producer for private copying or public communication and for the broadcasting of commercial phonograms, and also infringements of the provisions of Article 106 of the present Law, shall be punishable with the same fine as provided for in the first paragraph.

Article 133: In the event of repetition of the infringements referred to in the two preceding Articles, the penalties incurred shall be doubled.

In addition, the court may order the closure, either permanent or temporary – for a period not exceeding five (5) years - of the establishment operated by the offender.

Article 134: In all the cases provided for in the three preceding articles, the court may order the confiscation of all or part of the revenue obtained as a result of the infringement, all the infringing or unlawfully reproduced phonograms, videograms, objects or copies, and equipment specially installed for the purpose of committing the offense.

Equipment and revenue or portions of revenue that have been confiscated shall be returned to the victims to compensate them for the damage done to them; the surplus compensation or the full compensation, where there is no confiscation of equipment or of revenue, shall be settled in accordance with ordinary procedures.

The court shall order the destruction of all unlawfully produced copies.

The court may also order, at the offender's expense, the display of the judgement pronouncing the conviction and the publication thereof in full or in the form of extracts in such newspapers as it may designate, provided that the costs of such publication do not exceed the maximum amount of the fine incurred.

Article 135: A user who fails to request the required consent or to declare it to the Chadian Copyright Office shall be punished with a fine equal to double the amount of revenue due; the minimum shall be five thousand (5,000) francs.

#### Part 5: Final provisions

Article 136: The provisions of the present Law shall also apply to works that were created, performances that were fixed, phonograms or videograms that were fixed and broadcasts that were created prior to its entry into force, provided that such works, performances, phonograms or videograms and broadcasts have not yet fallen into the public domain by reason of the expiry of the term of protection that they enjoyed under the previous legislation or under the legislation of their country of origin.

The legal effects of acts and contracts concluded prior to the entry into force of this Law shall, however, remain entirely unaffected.

Article 137: All earlier conflicting provisions, in particular Law No. 57-298 of March 11, 1957 on Literary and Artistic Property and Decree No. 58-447 on Public Administration Regulations for the Implementation of the Law in Overseas Territories, are hereby repealed.

Where necessary, regulations shall specify the terms of implementation of the present Law.

Article 138: The present Law shall be registered and published in the Official Gazette of the Republic and enforced as the law of the land.

Done at N'Djamena, May 2, 2003

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