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Terminology in Legal Translation

A bilingual lexicon of copyright terms

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Introduction

The Europe 2020 Strategy, the European Union's ten-year strategy aimed at "smart, sustainable and inclusive growth", includes the digital agenda for Europe as one of its seven pillars (COM, EU 2020). The objectives of the Digital Agenda include the achievement of the Digital Single Market, which is to eliminate all barriers to the free movement of online services within the European Union. Within this framework, the current digital age also calls for a modernisation of the EU's copyright rules. The current legislation concerning copyright and intellectual property in the EU consists of ten directives. These work toward harmonising copyright and intellectual property laws in the EU member states by laying down rules to be transposed in member states' national legal systems with regard to the information society, renting and lending, resale right, satellite broadcasting and cable retransmission, legal protection of computer programs, enforcement of intellectual property right, legal protection of databases, term of protection, orphan works and musical works. The digital advancements in the EU possibly render some of these directives outdated. In 2015, the European Commission proposed new copyright rules, consisting of two Regulations – which are directly applicable in all EU member states – and two new Directives, which are to be transposed in member states' national legal systems.

The Digital Single Market is an area of rapid developments and its objectives are highly topical and legally urgent. The priority for the completion of the Digital Single Market is to "[bring] down barriers to unlock online opportunities" (COM, factsheet DSM). As these concern transnational services, the laws concerned have significant implications for the European languages, language usage and translation. As De Groot and Van Laer (2006) point out, "[t]ranslators of legal terminology are obliged to practice comparative law" (p. 66). There is therefore a need for a comprehensive terminology based on comparative law. De Groot and Van Laer (2006), for example, assess several bilingual legal dictionaries and warn that most are useless, as they "simply make a list of legal terms in the source language and give for each term one or more words from the target language as 'translation' without any further information on the legal context", whereas "system-specificity of legal terminology" requires more in-depth background information and justification with regard to the relevant *legal* languages and corresponding systems (p. 65-66). This raises questions about the extent to which copyright is system-specific. As intellectual property law is increasingly transnational and has been significantly harmonised, it is possible that the area of copyright is less affected by system-specificity.

With regard to copyright within the Dutch legal system, it is worth noting that ‘Book 9’ of the Dutch Civil Code (*Burgerlijk Wetboek*) had been intended to lay down the provisions regarding intellectual property in the Netherlands. This section of the Dutch Civil Code, however, has not entered into force and it remains unclear whether it ever will. Copyright rules lie within the domain of European and international law.

The aim of this thesis is therefore to provide a comprehensive terminology for the area of copyright as an area within intellectual property rights. In the following section of this chapter, this thesis will provide a relevant background and attempt to shed light on the area of intellectual property and copyright within the Netherlands as well as in the European Union as a whole, as well as provide an explanation as to why ‘Book 9’ of the Dutch Civil Code has not been introduced. In the subsequent chapter, this thesis will focus on the language of the legal systems, both in Dutch and in English. In the third chapter, drawing on, for example, De Groot (1993), De Groot and Van Laer (2006) and Sager (1990), this thesis will look at terminography and the principles of and criteria for the creation of a glossary of terms. In the fourth chapter, this thesis will compile a bilingual lexicon of terms in relation to copyright rules in Dutch and English. Lastly, this thesis will look at an unofficial translation of the Dutch Copyright Act, undertaken by lawyer and researcher in information law Mireille van Eechoud (2012), and her method of translating the relevant terms outlined in Chapter four.

1. Background to the topic

In this section, I will shed light on the area of copyright within the European Union and provide an explanation as to why 'Book 9' of the Dutch Civil Code has not (or not yet) been introduced.

1.1 Copyright in the Netherlands and the European Union

The main source for copyright rules in the Netherlands is the Dutch Copyright Act 1912 (*Auteurswet 1912*), which has – obviously – seen many amendments since its entry into force over a century ago. It is with this national act that the Netherlands acceded to the Berne Convention for the Protection of Literary and Artistic Works, which was accepted in 1886 (Van der Kooij & Mulder, p. 92). Other treaties concerning copyright rules are the Universal Copyright Convention (*Universele Auteursrecht Conventie (UAC)*), signed in 1952, and the WIPO Copyright Treaty (WCT), signed in 1996, which expand the scope of the Berne Convention.

The framework of rules concerning copyright within the European Union currently consists of a series of Directives. Directives are laws which do not have direct effect but require implementation in the member states' national legislation. The Directive on the harmonisation of certain aspects of copyright and related rights in the information society, or the Information Society Directive (2001/29/EC) (commonly referred to as InfoSoc Directive), the "most lobbied Directive of all time" (Farrand 2014), has significantly harmonised rules regarding the exceptions and limitations of copyright within the European Union. Other Directives within this framework are the Directive on rental right and lending right and on certain rights related to copyright in the field of intellectual property (Rental and Lending Directive); Directive on the resale right for the benefit of the author of an original work of art (Resale Right Directive); Directive on the coordination of certain rules concerning copyright and rights related to copyright applicable to satellite broadcasting and cable retransmission (Satellite and Cable Directive); Directive on the legal protection of computer programs (Software Directive); Directive on the enforcement of intellectual property right (IPRED), Directive on the legal protection of databases (Database Directive); Directive on the term of protection of copyright and certain related rights amending the previous 2006 Directive (Term Directive); Directive on certain permitted uses of orphan works (Orphan Works

Directive); Directive on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market (CRM Directive) (European Commission, "Copyright").

The harmonisation of copyright rules in the European Union had its "first phase" (Farrand 2014) in the late 1980s, when the Commission published its Green Paper "Copyright and the Challenge of Technology", which emphasised the need for a single internal market within the Community in which "creators and providers of copyright goods and services" could operate. (European Commission, 1988). The Treaty of Lisbon, which entered into force in 2009, according to the British parliament "marks a statement of political intent" to harmonise copyright rules in the European Union (cited in Farrand 2014). Yet Griffiths (2013) and Farrand (2014) emphasise that the rules with regard to copyright within the European Union are in fact far from harmonised. Farrand (2014) stresses that "[l]egislation adopted by the EU thus far in the field of copyright does not represent the creation of a unified or supranational system of copyright protection" (p. 30). The InfoSoc Directive has received criticism for failing to sufficiently harmonise member states' laws and rules regarding the exceptions and limitations of copyright. As Griffiths (2013) points out, "the relevant EU legislative provisions are loosely determined and provide member states with options rather than obligations on implementation" (p. 13). Therefore, it is somewhat inaccurate to speak of "EU copyright law" or "European copyright law" (Farrand 2014), which may wrongly suggest the idea of supranational, unified legislation within the European Union but is in fact a "reference to the harmonizing legislation and jurisprudence of the Court of Justice of the EU (CJEU)" (p. 31). Indeed, the European Union promotes its harmonising agenda through case law developed in the Court of Justice. The landmark case *Infopaq*, for example, represents an important step towards "filling gaps in the *acquis*[1]" (Griffiths, 2013, p. 1).

The advancement of the internet and the internet society has led to the objective to extend the internal market to digital services through the Digital Single Market. The strategy for the completion of the Digital Single Market, which is aimed at reducing the barriers to trade with regard to online content services, for example audio-visual content or music) by reducing differences within the national copyright frameworks. The provisions of the current European framework outlined above insufficiently consider digital services and therefore the Digital Single Market Strategy calls for a modernisation of European copyright rules. There

[1] Acquis Communautaire, commonly referred to as simply *acuis*, referring to the entire body of European Union law.

is a proposal on the table for a new Regulation on cross-border portability for online content services, and an action plan detailing how to modernise the European copyright rules, which includes two new Regulations and two Directives (COM(2015) 625 final).

1.2 Book 9 of the Dutch Civil Code

In 1947, the lawyer Meijers was entrusted with the task of designing book 9 of the Dutch Civil Code. This book was to codify the rules and regulations concerning intellectual property rights. The government held the opinion that it was necessary to codify rules with regard to the rights belonging to intellectual products in a new book of the Dutch Civil Code (Van Nispen 1992). This book 9 was topic of some debate among lawyers. The lawyer Gerbrandy Sr. opposed the government's view due to the specialised and international nature of the subject matter and therefore did not consider the creation of book 9 on intellectual property particularly desirable (cited in Van Nispen 1992). This argument, however, was not convincing to Meijers.

Some time later, in 1983, the lawyer Cohen Jehoram similarly advocated for the creation of Book 9 (Van Nispen 1992). The idea was that codification in the Dutch Civil Code was desirable, as this would lay down and clarify rules which otherwise may be too frequently used and interpreted in different ways. The development of the intellectual property law had been turbulent; at the start of the commission of book 9 it was an entirely national matter which, a few decades later, became almost exclusively international, through initiatives by the European Commission (Brinkhof 1997). As Europeanisation continued and different ministries were drafting legislation for the different areas left up to the member states to design, there was a risk of having a multiplicity of legislation with insufficient internal accordance. There was therefore increasingly a need for transparency, coherence and enhanced quality (Brinkhof 1997).

J.J. Brinkhof carried out a mid-term review on the project. Book 9 was to constitute the link within the area of intellectual property between on the one hand specialised legislation on domestic or Benelux level and on the other hand European legislation (Brinkhof 1997). According to Brinkhof, there would have been two possible approaches to the creation of book 9 on intellectual property. Firstly, there was the possibility of a complete, comprehensive codification of all intellectual property rights, to which Brinkhof (1997) observed several objections. As intellectual property is a collection of rules derived from

sources on several levels (international, European, Benelux and national), it was expected that these rules would exist alongside each other. National legislation was restricted to and dependent on the room left in provisions on the other levels for domestic legislation (Brinkhof 1997). Therefore, it would be impossible to create in book 9 of the Dutch Civil Code the systematic and comprehensive provisions regarding intellectual property rights. Moreover, due to continuous developments in European law, this would not remain stable (Brinkhof 1997). Full codification was therefore, Brinkhof (1997) argues, a waste of both time and energy. The alternative, which Brinkhof (1997) considers viable, is a partial codification of intellectual property rights, concentrating purely on the property law aspects of intellectual property law and the rules concerning civil law enforcement. By doing so, the design of book 9 would be a durable and less extensive project. Moreover, any future rules relating to European intellectual property would be excluded (Brinkhof 1997).

Nevertheless, in the end, Gerbrandy's view prevailed and the project never materialised. In 1994, led by the minister of justice at the time, there was an exchange of views with regard to codification based on a survey and a note from Brinkhof advocating the creation of book 9 (Brinkhof 1997). While was considerable support for his views, important concerns were raised: the possibility of full codification was strongly opposed, the risk was expressed that interest representation groups would take advantage of the project and question or challenge rules and regulations that had been the result of a difficult and lengthy legislation process and, finally, the lawyers in question emphasised their time-consuming business regarding the establishment and implementation of, mostly, EU legislation and inherent lack of time for other projects (Brinkhof 1997). Government Commissioner W. Snijders declared that in the situation at the time, book 9 had become unrealistic, as it would deal with a subject matter which has been the subject of many international treaties, rendering its codification in the Dutch Civil Code unnecessary (cited in Van Nispen 1997, p. 111). Similarly, L. De Vries, former director of the department of private law legislation, argued that the creation of book 9 would be a pointless legislation activity (Van Nispen 1992). As the internationalisation, or in other words harmonisation, of a legal area is largely directed by the unification of language, terminology and definitions, it is interesting to see whether the unification of legal language in the copyright domain has been successful.

2. Theory

In this chapter, I will provide the theoretical framework at the basis of this thesis and discuss legal language, its culture-specific nature and translation strategies as well as look at terminography and the principles for the creation of a glossary of terms.

2.1 The language of the law

In approaching the question of how to tackle the translation of a legal text, it is important to consider the characteristics of its genre. Although, as Tiersma (2012) argues, "legal language is based on ordinary language", it is important to note how the language used in legal texts and legal discourse often differs significantly from the language common in every-day use, and these texts often "contain a large number of words of ordinary language with precisely defined meanings which sometimes differ significantly from their ordinary meanings" (Tiersma 2012, p. 31). Therefore, in line with the language used for technical and scientific texts, legal language is considered a 'language for special purposes' (LSP). Sager (cited in Šarčević 1997) defines special languages as "the means of linguistic communication required for conveying special subject information among specialists in the same subject" (p. 8-9). In the case of legal texts, this particular language variety is "used strictly in special-purpose communication with specialists, thus excluding communication between lawyers and non-lawyers" (Šarčević 1997, p. 9).

However, as the language of the law depends on the legal system in which it is used, it is in fact inaccurate to speak of 'legal language' in the same way as one would of technical 'medical language', 'chemical language' 'economic language' and so on. Within one single language, there may be as many legal languages as there are legal systems making use of it (De Groot 1996, p. 155). In fact, every legal system, in principle, has its own legal language along with its specific legal terminology (De Groot 1996, p. 156-157; Šarčević 2015, p. 9). This means that within the Dutch language only, there might be as many as five or six 'Legal Dutch' languages, counting for example the legal systems in the Netherlands, Belgium (Flanders), - there may even be a separate Dutch legal language for domains shared among the Benelux countries, in for example the Benelux Bureau for Intellectual Property (BOIP) – the legal systems in the Dutch Caribbean and the Dutch in the language variety of European law (De Groot 1996, p. 155). In fact, there are states in which multiple legal systems with their individual legal terminology operate alongside each other (De Groot 1996). As Tiersma

(2012) points out, legal terminology is largely polysemous: “even within a single culture, the same term may express several concepts depending on the context in which it is used” (p. 30) In order to be able to produce translation suggestions for terms specific to the Dutch legal language, it is necessary to ascertain each meaning of that particular term in the Dutch legal language (De Groot 1996, p. 158).

De Groot (De Groot & Florijn 1996) points out that the basic principle for the translation of legal information is to translate from one legal language into another legal language. However, he observes, in practice legal texts are treated as ordinary texts and translated inaccurately from one ordinary language into another. When translating legal texts, it is important to consider the semantic features of the text. The meaning of a legal term as intended by the legislator takes precedence over its ordinary meaning. As mentioned above, each legal system has its own legal language. To translate legal texts inherently means to practice comparative law. While a comparative lawyer is always translating between legal systems, a translator is always practicing comparative law (De Groot & Florijn (1996, p. 7). For this reason, the production of bilingual legal dictionaries is useful.

For a long time, the translation of special-purpose texts was less highly regarded than the translation of literature, as it was not considered as creative a process. Fedorov (referenced in Šarčević 2015) rejected this idea, arguing that “special-purpose texts can be translated correctly only if the translator possesses excellent knowledge of the particular subject-matter” (p. 8). In addition to subject matter, function is an important element in special-purpose texts: as Sager (referenced in Šarčević 2015) argues: “the sender’s motivation is most frequently to inform the recipient in the restricted sense of augmenting, confirming or modifying his current state of knowledge” (p. 8). Within legal translation, the translation of national law is considered most complex, as this involves the translation of national legal terminology into the terminology belonging to another legal language, whereas texts concerning supranational law are more easy to translate (De Groot & Florijn 1996). According to De Groot (De Groot & Florijn, 1996), an international legal language exists only in so far as legal areas have been ‘internationalised’. This is the case for example in the legal system of the European Union. When it comes to copyright, as mentioned in the previous section, there have been considerable steps toward unification of copyright rules, but it is far from complete harmonisation, therefore the translation difficulties encountered in this area likewise apply. Nonetheless, according to De Groot (De Groot & Florijn 1996), as national law terms and their meanings significantly influence terminology in supranational law, translating legal texts concerning supranational law may be similarly difficult.

The issue of national versus supranational law raises the question whether, for example, the Dutch variety of European legal terminology should be considered a separate legal language. De Groot (De Groot & Florijn 1996) argues that, with regard to the legislator producing the terminology, European legislation is autonomous in the development of its own legal terminology, without necessarily taking into account or conforming to the role of these terms in, for example, the languages of the Dutch or Belgian legal systems. In this sense, all 24 legal languages of the European Union and European legal system could certainly be considered separate from and existing alongside their so-called national counterparts. As the European Union as a legislator may 'modify' terms or establish new meanings, through European law these terms will refer to the same concepts in, for example, both Belgium and the Netherlands, at least in so far as these concern the areas within the competence of the European Union (De Groot 1996, p. 161). In other words, this applies to legal areas in the European Union which have been harmonised. The European legal system is constantly under construction, "gradually developing as a result of European integration" (Tiersma 2012, p. 29). European law and domestic law are inextricably connected through for example regulations – which are directly applicable in all member states – and directives – which require implementation in domestic law. Thus, the European Union "partly has its own apparatus of legal concepts, expressed by either new legal terms or traditional terms used in a particular European union sense" (Tiersma 2012, p. 29). This may create considerably polysemous terminology. According to Tiersma (2012), the European Union has a tendency toward the creation of neologisms in order to "avoid confusion with the legal terminology of the member states" (p. 30). Florijn (1993) suggests that the Dutch used in a European context is a separate legal language from the Dutch used in a national legal context. Moreover, the usage of the same terms may also result in false friends in the Dutch and European Dutch contexts (p. 7). On the one hand, I would expect that as competences are transferred to the European Union, this leads to more unity among the legal systems of the European countries and therefore in the legal languages as well, making legal texts easier to translate. At the same time, this may result in the suppression or ultimately the disappearance of the domestic legal languages – that is to say, with regard to the areas which have been harmonised. On the other hand, as most of the European legislation regarding copyright at this point in time is by means of directives, as Florijn (1993) argues, the differences in, for example, domestic and European legal languages may cause difficulties in the implementation of these directives (p. 7).

According to De Groot (1996), translation with regard to European legal terminology is simple and straightforward thanks to its very nature. The common origin of European legal terms in European law and the fact that the European Union maintains equally 24 official legal languages should ensure the existence of full equivalents in the other languages. However, while officially drafted in all 24 languages of the EU, the language versions of European legislation are in practice usually originally drafted in English or French and subsequently translated into the other languages. Therefore, Tiersma (2012) argues that "a law or regulation, intended to be uniform throughout the European Union, may acquire subtle differences in meaning via the process of translation" (p. 25).

2.2 Equivalence

A vast number of bilingual legal dictionaries exist to aid translators' work with legal texts. However, as De Groot and Van Laer (2006) point out, "the majority of (...) dictionaries fails to offer much more than glossaries containing unsubstantiated translations. They often contain non-motivated lists with translation suggestions and frequently do not distinguish between the different meanings within the source language and target language" (p. 73). As discussed above, because of the system-specificity of legal terminology, it is of great importance to take the characteristics of a specific legal system into account and to avoid simply translating into the official language spoken in the area. The English language, for example, has several versions of English legal language, applied in the different legal systems, for example in England/Wales, Canada or the United States. It is important that the relevant legal system is reflected in the translation, or as De Groot and van Laer (2006) assert: "one legal language must be translated into another legal language", that is to say, "into the legal terminology". Translators, De Groot and Van Laer (2006) argue, "practice comparative law" (p. 66), as both source and target language legal systems must be thoroughly studied and compared in order to identify the most accurate options for translation.

This means that legal translation involves the need for thorough knowledge of the relevant legal systems and their terminology. Sager (1990) provides the following definition of terminology: "the study of and the field of activity concerned with the collection, description, processing and presentation of terms, i.e. lexical items belonging to specialised areas of usage of one or more languages". Cabré and Sager (1999), outline certain principles for terminography, defined "the application of terminology that deals which special

dictionaries". According to these principles, terminography is based on three areas in which expertise is needed: terminology, the subject field and the language or languages in question (Cabré and Sager 1999).

A (bilingual) legal dictionary or terminological database may serve a number of purposes to the aid of the translator. It may, inter alia, "resolve doubts about the existence of a term in a [legal] language", provide information on grammar, semantics and spelling, and provide "equivalents in other functional or historical languages" (Cabré and Sager 1999).
The aim of a translator is to produce as accurate a translation as possible. As discussed above, due to differences in languages, cultures and inherent (lexical) systems, this may prove difficult. As Jakobson (cited in Munday 2012), states: "there is ordinarily no full equivalence between code-units" (p. 59). Ideally, legal translators should aim for equivalence in the translation of terminology, but finding the perfect term may not always be easy. Full equivalence, for example, De Groot and Van Laer (2006) note, is rare and "occurs only where the source language and target language relate to the same legal system". This is the case in some officially bi- or multilingual countries such as Belgium, Finland or Switzerland, where the nature of the legal system dictates the establishment of full equivalent terms in all relevant languages. Near-full equivalence, however, may be one step up in frequency. This "occurs if (…) there is a partial unification of legal areas, relevant to the translation, of the legal systems related to the source language and target language" (De Groot and Van Laer 2006). This should be the case in texts of European law in the areas in which harmonisation has taken place – for example in areas relating to the internal market. It is interesting to see to what extent it applies to the Digital Single Market, which has yet to be completed.

When no suitable equivalents may be found in the target legal language, the translator must look for the next best thing. For this purpose, De Groot and Van Laer (2006) identify three possible subsidiary solutions. Firstly, the translator may choose to preserve the source term. However, De Groot and Van Laer (2006) warn that this option is to be avoided if possible, because by doing so the translator runs the risk of "making the translation into a collection of foreign-language words glued together", while the purpose of the translation is to bring the text to the reader who is a speaker of the target language. The second option then is to paraphrase, or to provide, as Susan Šarčević calls it, a "descriptive equivalent" (cited in De Groot and Van Laer 2006). This option may prove useful and desirable, depending on several factors, such as the purpose and length of the translated text. There may not be enough space to fit long paraphrases into the target text.

The third and final solution is to develop a neologism. It should be noted here that in this category, the term does not need to be an entirely new invention. The term 'neologism' is applied in a broader sense to include all terms which do not belong to the legal system of the target legal language (De Groot and Van Laer 2006). Therefore "a translator must make sure that the target term does not exist in the target language legal system. All words even remotely connected with that legal system must be counted out" (De Groot and Van Laer 2006). This is important in order to avoid the creation of false friends and rendering the translation too confusing. At the same time, the term must "possess some transparency" (De Groot and Van Laer 2006). Therefore, Roman law terms are often used, which may not easily be confused with the target language legal systems but would be familiar to lawyer readers. In addition, De Groot and Van Laer (2006) note that it may be useful at times to borrow terms from another legal system in which they are (full, near-full or partial) equivalents and introduce them in the target text and as a neologism. In doing so, however, it is "necessary to mark such terms as neologisms, for instance by referring to the legal system from which the neologisms in question were borrowed" (De Groot and Van Laer 2006). Furthermore, it must be kept in mind that organisations may have standardised terminological policies, which may impact the applicability of neologisms (Cabré and Sager 1999).

In considering the translation options above, De Groot and Van Laer (2006) provide seven desiderata which a legal dictionary should abide by in order to be reliable. A useful, reliable bilingual legal dictionary should:

- be "restricted to offering suggestions for translations based on legal areas, tying both source language and target language terms to a particular legal system";
- make explicit "the relation of the entries and their proposed translations to their respective legal system". This requires the inclusion of sufficient evidence and justification from reliable sources;
- not present "proposed translations as as 'standard equivalents'" (p. 73), as equivalence always depends on the context, consisting for example of the area of law in which the translator operates, the legal system, usage);
- "indicate the degree of equivalence" (full, near-full or partial);
- explicitly state the absence of an equivalent in the event that a suitable term in the target language cannot be found. In this case, one of the subsidiary solutions would work;

- “identify neologisms as such”, in order to avoid giving the impression that these ters are standard terms in the target (legal) language. The dictionary should also provide its reasons for choosing a particular neologism;
- be regularly updated, as legal systems and legal languages are not static.
  (De Groot and Van Laer 2006).

This thesis will draw on the principles by Cabré and Sager (1999) and De Groot and Van Laer (2006) for terminography and terminology in dictionaries outlined above in the creation of a lexicon for Dutch and English copyright terms.

3. Methodology: the creation of the terminology

Terminology, in Görög & Van Vliet's definition, describes the language specific to a particular field or discipline. Within a field, there are many notions or ideas, entities, actions, in other words, pieces of specialist knowledge; these are the concepts. The concepts are indicated by words, names, abbreviations, etc.; these are the terms. Tiersma (2012) defines a concept as "abstract figures created by the human mind, that is entities formed by features which are peculiar to a matter or thing and term as "the linguistic expression of a concept belonging to the notional system of a specialized language" (p. 27-28). It is important in these definitions to note the element of specialized language. A term is by definition used by specialists to refer to a concept which is demarcated with regard to subject matter and specific to the particular field (Görög & Van Vliet, cursus).

On Dutch terminology website NedTerm.org, Görög & Van Vliet and the CEOV (Conferentie van Europese Overheidsvertaaldiensten) outline criteria for useful terminology management. A terminology data bank should contain information about each term such as the field or discipline in which it is used, a definition, relation to other terms and translation in other languages, information on its context, and sources (Görög & Van Vliet, Cursus). For reasons of reliability, is especially important to include sources as evidence to support the definition. In the creation of a terminology database, Görög & Van Vliet distinguish between the ad hoc method and systematic method. The ad hoc method may be used for a single translation problem but the systematic method is more suitable for the creation of a comprehensive terminology of a specific field. Especially for text types such as legal documents, the systematic method is preferred over the ad hoc method, as with the latter there is a greater risk for errors. The systematic method produces terminology of better quality as it enables the description of an entire domain or sub-domain (Görög & Van Vliet, cursus; CEOV 2002).

The first step in the creation of a terminology database is the demarcation of the field or discipline. This requires exploring of the field and determining basic concepts and structures. According to Görög & Van Vliet, ordinary dictionaries are not usually suitable sources for this, as these are compiled on the basis of general corpora and often do not contain the terms in question, or in the event that they do, they are often incorrectly or inaccurately defined. Instead, relevant sources are for example course books, journals, glossaries. Moreover, contextual definitions – passages written by experts in the field, in which the terms in question are explained – may be useful and authoritative elements. These

sources are to be included in the terminology in order to demonstrate the degree of reliability of the definition (Görög & Van Vliet, cursus). The CEOV makes the following recommendations with regard to reliability:

- A scientific and technical publication is usually more reliable than a general publication;
- A scientific and technical publication is more reliable in the source language than in the target language;
- An article published in a journal is usually more reliable than an article on the same subject published in a weekly or monthly magazine;
- Normative official texts are more reliable and binding than non-normative official texts;
- A scientific and technical publication which focuses exclusively on the field of the terms and notions in question is more reliable than a similar publication which merely touches upon the subject;
- Authors of technical texts are more credible when they write in their main language; Information which has been confirmed by various, independent sources is more reliable.

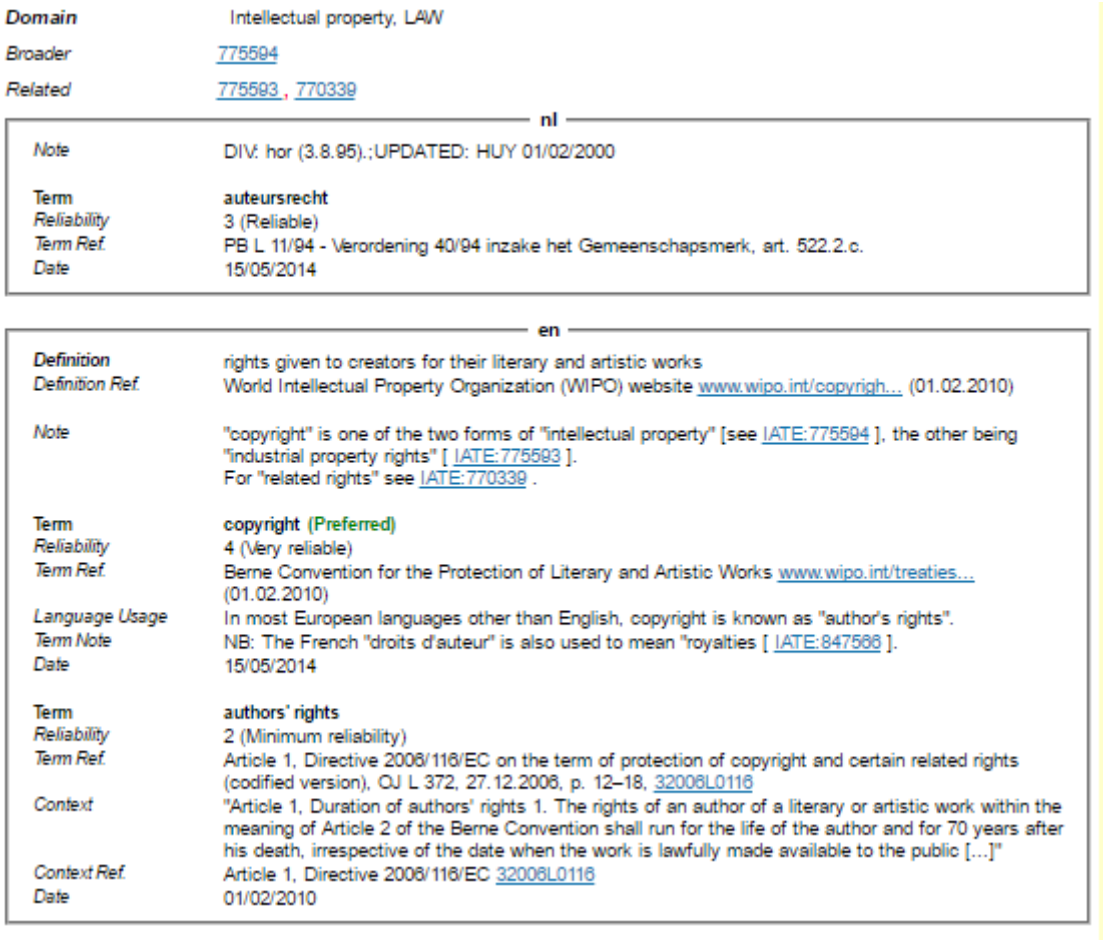
  (CEOV 2002).

With regard to legal terminology, however, a different and more precise reliability scale may be required, which takes into account the hierarchy of sources in law. In international law, a treaty will, in principle, take precedence over national legislation. Therefore, with regard to the legal terms to be discussed, on a scale of 1 to 5, 5 being the most reliable, treaties could be given a reliability score of 5. One step below is domestic legislation; procedural laws followed by substantive laws. These could be given scores of 4 and 3 respectively. A score of 2 could then be given to case law and a score of 1 to sources such as scholarly articles, dictionaries, and so on. However, as the terms used in the Dutch and English texts of the treaties are likely the result of translation from either English or French, domestic law may be more reliable with regard to language usage. Therefore, I would consider the Dutch Copyright Act and the Copyright, Designs and Patents Act to be a more reliable source for terminology than the Berne Convention or WIPO Treaty, and give a score of 5 to these acts and a score of 4 to the treaties. Furthermore, it should be kept in mind, that the Netherlands and the United Kingdom might not apply the same hierarchical structure. Especially in common law systems, such as in the United Kingdom, case law is often placed at a higher level. Moreover, the Plain Meaning Rule, prevalent in courts in the United

Kingdom, dictates that statutes should be interpreted using the literal meaning of the words, unless they are specifically otherwise defined. Therefore, in the event that in the Acts terms are not explicitly defined, dictionaries and glossaries could provide a highly reliable source as well.

The next step is to compile a corpus. Several tools exist which help collect texts for this. Subsequently, the selected terms are imported from these files and entered into the database. The entries should contain sufficient informative contextual definitions of the term, include sources for reliability and provide a comprehensive definition which encompasses the contextual ones (a "super definition"). This makes for a thorough description of the concept supported by the contextual definitions. When the same is done for the other language or languages, they should correspond on the concept level. Lastly, the terminology database needs to be regularly updated. For this thesis, I have created a bilingual terminology of legal terms within the area of copyright. My corpus will be compiled from the Dutch Copyright Act (*Auteurswet*). I have extracted relevant terms using the WordSmith tool, with which I performed keyword and frequency searches to establish the relevant terms. Creating a Wordlist in the Wordsmith software renders the most frequently occurring words in the imported text. In this list, I focused on the words with a frequency of five and higher and disregard all grammatical words and general lexical words not related to the subject of copyright.

In Görög & Van Vliet's model, the entry, or fiche, for a term should contain several fields on various levels: the conceptual field; the terms – and its variants – in the source and target language; references, definitions and/or contexts and/or examples, possibly also collocations and information regarding grammar. In addition, the terminology database should be fully searchable at every level and field and it should enable the use of data in translation software by means of export and import functions in recognisable data formats (Görög & Van Vliet). It is, however, beyond the time, scope and means of this thesis to create the software required for such a terminology database. Furthermore, it does not seem necessary for this purpose to include grammatical information in the fiches. In this thesis, I compiled my terminology much the same way that IATE (InterActive Terminology for Europe), the multilingual term base of the European Union, does, as can be seen in the example below:



Domain	Intellectual property, LAW
Broader	775594
Related	775593 , 770339

nl

Note	DIV: hor (3.8.95).;UPDATED: HUY 01/02/2000
Term	**auteursrecht**
Reliability	3 (Reliable)
Term Ref.	PB L 11/94 - Verordening 40/94 inzake het Gemeenschapsmerk, art. 522.2.c.
Date	15/05/2014

en

Definition	rights given to creators for their literary and artistic works
Definition Ref.	World Intellectual Property Organization (WIPO) website www.wipo.int/copyrigh... (01.02.2010)
Note	"copyright" is one of the two forms of "intellectual property" [see IATE:775594], the other being "industrial property rights" [IATE:775593]. For "related rights" see IATE:770339 .
Term	**copyright (Preferred)**
Reliability	4 (Very reliable)
Term Ref.	Berne Convention for the Protection of Literary and Artistic Works www.wipo.int/treaties... (01.02.2010)
Language Usage	In most European languages other than English, copyright is known as "author's rights".
Term Note	NB: The French "droits d'auteur" is also used to mean "royalties [IATE:847566].
Date	15/05/2014
Term	**authors' rights**
Reliability	2 (Minimum reliability)
Term Ref.	Article 1, Directive 2006/116/EC on the term of protection of copyright and certain related rights (codified version), OJ L 372, 27.12.2006, p. 12–18, 32006L0116
Context	"Article 1, Duration of authors' rights 1. The rights of an author of a literary or artistic work within the meaning of Article 2 of the Berne Convention shall run for the life of the author and for 70 years after his death, irrespective of the date when the work is lawfully made available to the public […]"
Context Ref.	Article 1, Directive 2006/116/EC 32006L0116
Date	01/02/2010

This model is a suitable manner of presenting terminology, as it meets the objectives set out by Görög & Van Vliet to a large extent. Nevertheless, it should be kept in mind that the IATE database is always under construction, and many entries are indeed due for an update, as definitions or sources are outdated, unverified or even completely absent. Furthermore, IATE provides relatively little information with regard to its reliability scores. As all terms in this terminology belong to the domain of copyright, the legal area of intellectual property, there is no need to specify the domain for every fiche. A fiche consists of two more or less equal parts, one for the Dutch term and one for the English term. As discussed above in more detail, in most cases, I will use the definitions of the terms as they are stipulated in the relevant legislation, as I consider these the most reliable. In the event that the relevant act does not provide a definition, I will resort to the definition according to the literal rule. Furthermore, with the aim of adding some context to the definitions, I will provide passages in which the terms are used, taken mostly from relevant legislation or case law. Sources include for example – obviously – the Dutch Copyright Act and the Copyright, Designs and Patents Act 1988 (UK), but also the Berne Convention, WIPO Treaty and EU Directives, as all of these serve as sources of national copyright legislation. It should be noted that, while the English

and Dutch terms serve as each other's equivalents, the Dutch terms are in the first place tied to the Dutch definitions, as the English terms are tied to the English definitions. In using the terminology, the first step is to ascertain the equivalence of the concepts in both languages by their definitions and contexts, followed by the usage of the corresponding term.

4. The terminology database

1. Auteursrecht

NL	
Definition	Het uitsluitend recht van den maker van een werk van leterkunde, wetenschap of kunst, of van diens rechtverkrijgenden, om dit openbaar te maken en te verveelvoudigen, behoudens de beperkingen bij de wet gesteld (Art. 1).
Reference	Dutch Copyright Act
Context 1	*[eiser] stelt dat hem de **(auteurs)rechten** op het ontwerp (zie 2.4) toekomen voor de communicatiestijl voor (de afdeling DSB) van de Gemeente. [eiser] legt aan zijn eis ten grondslag dat Zootz jegens hem onrechtmatig heeft gehandeld door (de rechten op) het ontwerp aan de Gemeente over te dragen en de Gemeente te garanderen dat het ontwerp vrij is van rechten van derden terwijl Zootz wist of behoorde te weten dat [eiser] het **auteursrecht** op dit ontwerp toekomt. Door dit handelen heeft [eiser] schade geleden in de vorm van gederfde licentie-inkomsten, welke schade Zootz gehouden is te vergoeden.*
Source 1	ECLI:NL:RBDHA:2016:1398
Context 2	*[eiser] stelt primair dat hem (alleen dan wel samen met [gedaagde]) **auteursrecht** toekomt op de tekeningen die [gedaagde] op diens computer heeft gemaakt en dat het afgeven van die tekeningen (met de daarin vervatte gegevens) door [gedaagde] aan [B] (zonder [eisers] wetenschap en akkoord) een ongeoorloofde vermenigvuldiging en openbaarmaking vormt in de zin van de Auteurswet.*
Source 2	ECLI:NL:RBMNE:2016:2708
Term	**auteursrecht**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The “author’s rights in an original work”, in which “copyright law grants the creator of an original and expressive work, whether literary, artistic or intellectual, the exclusive right to publish and exploit the work or to refrain therefrom”.

Source	Rossini (1999, p. 207).
Context 1	***Copyright*** *is a property right which subsists in accordance with this Part in the following descriptions of work--* *(a) original literary, dramatic, musical or artistic works,* *(b) sound recordings, films or broadcasts, and* *(c) the typographical arrangement of published editions*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*Article 1* *Duration of* ***authors' rights*** *1. The rights of an author of a literary or artistic work within the meaning of Article 2 of the Berne Convention shall run for the life of the author and for 70 years after his death, irrespective of the date when the work is lawfully made available to the public.*
Source 2	Directive 2006/116/EC
Term 1	**copyright**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5
Term 2	**author's rights**
Term reference	Directive 2006/116/EC
Reliability	4 (possibly outdated)

2. Citeren

	NL
Definition	Van "citeren" is "sprake als het gedeelte dat wordt opgenomen inhoudelijk verband houdt met de context waarin wordt overgenomen en bovendien aan het werk waarin wordt overgenomen ondergeschikt is"
Source	Gielen & Verkade (2005, p. 26)
Context 1	*Eén van die beperkingen is 'het* ***citeren*** *uit een werk in een aankondiging, beoordeling, polemiek of wetenschappelijke verhandeling of voor een uiting met een vergelijkbaar doel' als bedoeld in artikel 15a Aw, maar daarbij wordt (onder meer) de aanvullende eis gesteld dat het werk waaruit geciteerd wordt rechtmatig openbaar is gemaakt.*
Source 1	ECLI:NL:RBNHO:2013:12499
Context 2	*Daarbij komt dat - als een inbreuk op een literair werk naar*

	*het totaalindrukkencriterium beoordeeld zou moeten worden - niet valt in te zien waarom in artikel 15a Auteurswet is bepaald dat een **citaat** uit een dergelijk werk (onder bepaalde voorwaarden) geen inbreuk op het auteursrecht op een werk vormt. Een **citaat**, dat naar zijn aard beperkt van omvang is en ook volgens de voorwaarden van artikel 15a Auteurswet beperkt van omvang moet zijn, zal immers - als alleen gekeken zou worden naar de totaalindrukken van beide werken - niet gauw een inbreuk op een auteursrecht opleveren.*
Source 2	ECLI:NL:RBMNE:2016:3986
Term 1	**citeren**
Term reference	Dutch Copyright Act
Reliability	5
Derivative	**citaat**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The *Oxford English Dictionary* provides a suitable definition of "quotation", which is "passage quoted from a book, speech, or other source; (in modern use esp.) a frequently quoted passage of this nature", in which "to quote" means "[t]o repeat or copy out (a passage, utterance, etc.), usually with an indication that one is using another's words. Also of a musician or musical composition: to reproduce or repeat (a passage or tune from another piece of music)" (OED, "quote"; "quotation").
Source	Oxford English Dictionary Online
Context 1	*Copyright in a work is not infringed by the use of a **quotation** from the work (whether for criticism or review or otherwise) provided that—* *(a) the work has been made available to the public,* *(b) the use of the **quotation** is fair dealing with the work,* *(c) the extent of the **quotation** is no more than is required by the specific purpose for which it is used, and* *(d) the **quotation** is accompanied by a sufficient acknowledgement (unless this would be impossible for reasons of practicality or otherwise).*
Source 1	Copyright, Designs and Patents Act 1988

Context 2	*It shall be permissible to make **quotations** from a work which has already been lawfully made available to the public, provided that their making is compatible with fair practice, and their extent does not exceed that justified by the purpose, including **quotations** from newspaper articles and periodicals in the form of press summaries.*
Source 2	Berne Convention
Term	**quotation**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5
Term	**quotation**
Term reference	Berne Convention
Reliability	4

3. Collectieve beheersorganisatie

NL	
Definition	De Wet toezicht collectieve beheerorganisaties auteurs- en naburige rechten definieert “collectieve beheerorganisatie” als volgt: “door Onze Minister aangewezen rechtspersoon, die met uitsluiting van anderen belast is met de inning en de verdeling van vergoedingen, verschuldigd op grond van de Auteurswet, of op grond van de Wet op de naburige rechten, of de rechtspersoon die met toestemming van Onze Minister als bedrijf bemiddeling verleent inzake muziekauteursrecht op grond van artikel 30a van de Auteurswet” (art. 1)
Source	Wet toezicht collectieve beheersorganisaties auteurs- en naburige rechten
Context 1	*Buma is een **collectieve beheersorganisatie** die de rechten van auteurs van muziekwerken beheert.*
Source 1	ECLI:NL:RBDHA:2016:11062
Context 2	*Sena is een **collectieve beheersorganisatie** die is belast met de inning en verdeling van de krachtens artikel 7 Wet op de naburige rechten (WNR) verschuldigde billijke vergoeding voor de uitzending van voor commerciële doeleinden uitgebrachte*

	fonogrammen
Source 2	ECLI:NL:RBDHA:2016:11062
Term	**collectieve beheersorganisatie**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	"Collective management organisation" is defined in the Collective Management of Copyright (EU Directive) Regulations 2016 as "an organisation which— (a) is authorised by law or by way of assignment, licence or any other contractual arrangement to manage copyright or rights related to copyright on behalf of more than one right holder, for the collective benefit of those right holders, as its sole or main purpose; and (b) is either owned or controlled by its members or is organised on a not for profit basis, or both" (Section 2).
Source	Collective Management of Copyright (EU Directive) Regulations 2016
Context 1	*In this Chapter a "**licensing body**" means* *(a) a society or other organisation which has as its main object, or one of its main objects, the negotiation or granting, either as owner or prospective owner of copyright or as agent for him, of copyright licences, and whose objects include the granting of licences covering works of more than one author, or* *(b) any other organisation which is a **collective management organisation** as defined by regulation 2 of the Collective Management of Copyright (EU Directive) Regulations 2016.*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*For instance, a radio station, playing a record for which a record company holds a copyright, has to pay a fee to a **collecting society**, which then transfers the* *payments to the record company.*
Source 2	European Commission (2002). Glossary of terms used in EU competition policy
Term 1	**collective management organisation**

Term reference	Collective Management of Copyright (EU Directive) Regulations 2016
Reliability	5
Term 2	**licensing body**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5
Term 3	**collecting society**
Term reference	European Commission (2002). *Glossary of terms used in EU competition policy*
Reliability	1 (possibly outdated)

4. Inbreuk (op de auteursrechten)

NL	
Definition	Onder "inbreuk" wordt verstaan het "verveelvoudigen of openbaar maken" van een werk "waarop auteursrecht bestaat, door een ander dan den maker daarvan of diens rechtverkrijgenden" , zonder toestemming en zonder dat het werk "te voren openbaar [is] gemaakt" (art. 5).
Source	Dutch Copyright Act
Context 1	*Aan deze vordering heeft [appellante], kort samengevat en naar het hof begrijpt, ten grondslag gelegd, dat [geïntimeerde] door het zonder toestemming van [appellante] op de markt brengen van schoenen, met het type zool als die van [appellante]* ***inbreuk*** *maakt op de auteursrechten van [appellante*].
Source 1	ECLI:NL:GHSHE:2014:4468
Context 2	*Bij brieven van 29 april en 19 mei 2016 heeft mr. A. Strijbos namens eiseressen aan Global Layer meegedeeld dat op www.04stream.com grootschalig en structureel* ***inbreuk*** *wordt gemaakt op de auteursrechten van eiseressen omdat op die website illegaal live-uitzendingen van eredivisiewedstrijden worden gestreamd*
Source 2	ECLI:NL:RBDHA:2016:9685
Term 1	**inbreuk (op auteursrechten)**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	Infringement is defined by Rossini (1999) as a "misappropriation of a copyrighted work by violation of one of the copyright holder's exclusive rights" (p. 210). In more detail, section 27, paragraph 2 and 3 of the Copyright, Designs and Patents Act 1988 stipulate that "an article is an infringing copy if its making constituted an infringement of the copyright in the work in question" and "(3) an article is also an infringing copy if-- (a) it has been or is proposed to be imported into the United Kingdom, and (b) its making in the United Kingdom would have constituted an infringement of the copyright in the work in question, or a breach of an exclusive licence agreement relating to that work" (section 27, paragraph 2 and 3).
Source	Rossini (1999); Copyright, Designs and Patents Act 1988
Context 1	*Copyright in a work is **infringed** by a person who without the licence of the copyright owner does, or authorises another to do, any of the acts restricted by the copyright.*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*(1) **Infringing copies** of a work shall be liable to seizure in any country of the Union where the work enjoys legal protection.*
Source 2	Berne Convention
Term	**infringement, infringing copies**
Term reference	Berne Convention
Reliability	4
Term	**infringement (of copyright), infringing copies**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

5. Licentie

NL	
Definition	De toestemming die de maker van een werk verleent "als de maker zelf het auteursrecht wil blijven houden over zijn werk" (auteursrecht.nl). "Dat wil zeggen dat hij alleen toestemming geeft zijn werk op een bepaalde manier en/of voor een

	bepaalde termijn en/of in een bepaald (geografisch) gebied openbaar te maken of te verveelvoudigen. Het auteursrecht blijft dan in handen van de maker" (auteursrecht.nl). Hierbij is er "een belangrijk onderscheid (...) tussen de exclusieve en de niet-exclusieve licentie. Bij de exclusieve licentie is alleen de licentienemer (bijvoorbeeld de uitgever van een roman) bevoegd om het werk op de afgesproken manier te gebruiken. Bij een niet-exclusieve licentie mag de auteursrechthebbende dezelfde rechten ook aan anderen licentiëren. Zo worden bijvoorbeeld muziekrechten meestal niet-exclusief gelicentieerd aan verschillende radiostations" (auteursrecht.nl)
Source	https://www.auteursrecht.nl/auteursrecht/Overdracht-en-licentie
Context 1	*... verbiedt [de eenmanszaak] met onmiddellijke ingang na betekening van dit vonnis opnieuw de scripts van de websites www.folderz.be en www.kortingscodez.nl te koop aan te bieden en/of aan derden in* ***licentie*** *te geven;*
Source 1	ECLI:NL:RBDHA:2015:11848
Context 2	*Op 14 november 2010 heeft [eigenaar van Producties B.V.] een voorstel aan [appellant] geschreven over de voorwaarden voor een* ***licentie*** *op de auteursrechten op de boeken van [appellant]. [appellant] heeft daarop toen een tegenvoorstel gedaan, waarna hij en [eigenaar van Producties B.V.] niet tot overeenstemming zijn gekomen over de voorwaarden voor een* ***licentie*** *op de auteursrechten op de boeken.*
Source 2	ECLI:NL:GHSHE:2015:2018
Term 1	**licentie**
Term reference	Dutch Copyright Act
Reliability	5
Term 2	**vergunning**
Term reference	Berne Convention
Reliability	4

EN	
Definition	The contractual permission to make use of the ideas or creations of another"
Source	Rossini (1999, p. 207)
Context 1	*Any copies already made*

	*before the **licence** terminates may continue to be distributed until their stock is exhausted*
Source 1	Berne Convention
Context 2	*… by including in a **licence** by which the author or other first owner of copyright authorises the making of copies of the work a statement signed by or on behalf of the person granting the **licence** that the author asserts his right to be identified in the event of the public exhibition of a copy made in pursuance of the licence.*
Source 2	Copyright, Designs and Patents Act 1988
Term	**licence**
Term reference	Berne Convention
Reliability	4
Term	**licence**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

6. Maker

NL	
Definition	De persoon die het werk heeft geschapen: "behoudens bewijs van het tegendeel wordt voor den maker gehouden hij die op of in het werk als zoodanig is aangeduid, of bij gebreke van zulk eene aanduiding, degene, die bij de openbaarmaking van het werk als maker daarvan is bekend gemaakt door hem, die het openbaar maakt." Wanneer het werk bijvoorbeeld onder werktijd en in opdracht van een werkgever is gemaakt, zal de werkgever worden aangemerkt als maker (art. 2).
Source	Dutch Copyright Act
Context 1	*Partijen gaan ervan uit dat er auteursrecht rust op de TMS-software en deze dus een eigen, oorspronkelijk karakter bezit en het persoonlijke stempel van de **maker** draagt. Of zoals in artikel 1 lid 3 van de Richtlijn 2009/24/EG van 23 april 2009 (hierna: de Softwarerichtlijn) is bepaald: een computerprogramma wordt beschermd wanneer het in die zin oorspronkelijk is, dat het een eigen schepping van de **maker** is.*
Source 1	ECLI:NL:RBMNE:2016:6791

Context 2	*In het licht van deze omstandigheden oordeelt de rechtbank dat de ontwikkeling van de TMS-software, zowel TMS5 als TMS6, geheel of in ieder geval voor het overgrote deel heeft plaatsgevonden in Nachon Automatisering B.V. Daarmee is deze onderneming te beschouwen als **maker** van het werk TMS.*
Source 2	ECLI:NL:RBMNE:2016:6791
Term 1	**maker**
Term reference	Dutch Copyright Act
Reliability	5
Term 2	**auteur**
Term reference	Berne Convention
Reliability	4

EN	
Definition	"the person who creates an original work; [the work being] the expression of an idea"
Source	Rossini (1999, p. 208).
Context 1	***Authors** of literary and artistic works protected by this Convention shall have the exclusive right of authorising the reproduction of these works, in any manner or form.*
Source 1	Berne Convention
Context 2	*In this Part "**author**", in relation to a work, means the person who creates it.*
Source 2	Copyright, Designs and Patents Act 1988
Term	**author**
Term reference	Berne Convention
Reliability	4
Term	**author**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

7. Openbaar maken

NL	
Definition	Gielen & Verkade (2005) definiëren het begrip "openbaar maken" in het kort volgt: "het overkoepelende begrip voor een

	groot aantal verschillende handelingen waardoor het werk voor het publiek toegankelijk kan worden gemaakt" (p. 16). Gielen & Verkade (2005) wijzen er vervolgens op dat het artikel in de Auteurswet "vervolgens een uitgebreide en overzichtelijke maar niet limitatieve opsomming van openbaarmakingsvormen" bevat (p.16). "Openbaar maken is een ruim en open begrip, waarover de memorie van toelichting in 1912 opmerkte: ten aanzien van iedere soort van letterkundig, wetenschappelijk of kunstwerk geeft het woord zijn natuurlijk begrip duidelijk aan. Volgens de Hoge Raad veronderstelt openbaar maken – ook in de afgeleide betekenissen van het woord in art. 12- dat het werk op een of andere manier aan het publiek ter beschikking komt. Nieuwe vormen van communicatie als aanbieder op internet of video-on-demand vallen onder het begrip openbaar maken, zonder dat ze in de opsomming van art. 12 voorkomen". "Hyperlinken naar materiaal dat elders op internet illegaal wordt aangeboden levert onder omstandigheden wél een openbaarmaking op. Er is sprake van een weerlegbaar vermoeden van kennis van het illegale karakter van de bron en derhalve van een openbaarmaking" (p.16). Belangrijk aspect van het auteursrecht is dat "voor het openbaar maken (...) de toestemming van de auteursrechthebbende vereist [is]" (p. 16)
Source	Gielen & Verkade (2005, p. 16)
Context 1	*Anders dan de Stichting leest de rechtbank daarin niet een door de wetgever beoogde beperking voor de tentoonstelling als vorm van* ***openbaarmaking*** *tot de genoemde artistieke werken. Net zomin als ten aanzien van letterkundige, wetenschappelijke werken en muziekstukken die in geschrift bestaan slechts het in druk verschijnen en aan het publiek verkrijgbaar stellen de enige vorm van openbaar maken is. Niet betwist kan immers worden dat - zoals al uit artikel 12 Aw blijkt - ook de op- of uitvoering van dergelijke werken in het openbaar als een* ***openbaarmaking*** *heeft te gelden.*
Source 1	ECLI:NL:RBAMS:2015:3517
Context 2	*De begrippen "****openbaar maken****" en "****openbaarmaking*** *in de zin van de Auteurswet" moeten worden uitgelegd in overeenstemming met het begrip "mededeling aan het publiek" als bedoeld in de Auteursrichtlijn. De relevante wetsbepalingen dienen immers richtlijnconform te worden uitgelegd. Het begrip "mededeling aan het publiek" omvat twee elementen: er moet sprake zijn van een handeling,*

	bestaande in een mededeling, en die "in een mededeling bestaande handeling" moet zijn gedaan aan een publiek.
Source 2	ECLI:NL:GHSHE:2015:2434
Term 1	**openbaar maken**
Term reference	Dutch Copyright Act
Reliability	5
Derivative	**openbaarmaking**
Term reference	Dutch Copyright Act
Reliability	5
Term 2	**toegankelijk maken**
Term reference	Berne Convention
Reliability	4

EN	
Definition	For the purposes of subsection (3) making available to the public includes-- (a) in the case of a literary, dramatic or musical work-- (i) performance in public, or (ii) communication to the public; (b) in the case of an artistic work-- (i) exhibition in public, (ii) a film including the work being shown in public, or (iii) communication to the public;
Source	Copyright, Designs and Patents Act 1988
Context 1	*A performer's rights are infringed by a person who, without his consent, **makes available to the public** a recording of the whole or any substantial part of a qualifying performance by electronic transmission in such a way that members of the public may access the recording from a place and at a time individually chosen by them*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*Authors of literary and artistic works shall enjoy the exclusive right of authorizing the **making available to the public** of the original and copies of their works through sale or other transfer of ownership.*
Source 2	WIPO Treaty
Term	**make available (to the public)**

Term reference	Berne Convention
Reliability	4
Term	**making available (to the public)**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

8. Overdracht

NL	
Definition	"Overdracht" houdt in dat de maker van het werk, aan wie het exclusieve recht toekomt het werk te exploiteren, dit recht overdraagt aan een andere (rechts)persoon.
Source	https://www.auteursrecht.nl/auteursrecht/Overdracht-en-licentie
Context 1	*[eiser], auteursrechthebbende op deze ontwerpen, heeft het auteursrecht op 28 april 2006 overgedragen aan Piet Hein Eek B.V. Bij gebreke van **overdracht** van persoonlijkheidsrechten op de ontwerpen komen deze aan [eiser] in persoon toe.*
Source 1	ECLI:NL:RBGEL:2014:1544
Context 2	*[eiser] stelt deze rechten te hebben verkregen van [bandlid1] middels de overeenkomst van 12 juni 2002 en de in 2.9 beschreven latere overeenkomsten van **overdracht**.*
Source 2	ECLI:NL:RBDHA:2016:10697
Term	**overdracht (van rechten)**
Term reference	Dutch Copyright Act
Reliability	5
Derivative	**overdragen**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The author of the work, or rights owner, may transfer the exclusive right to exploit the work to another person or legal entity.
Source	Copyright, Designs and Patents Act 1988
Context 1	*Independently of the author's economic rights, and even after*

	*the **transfer** of the said rights, the author shall have the right to claim authorship of the work …*
Source 1	WIPO Treaty
Context 2	*Equitable remuneration under this section is payable by the person for the time being entitled to the **rental right**, that is, the person to whom the **right** was **transferred** or any successor in title of his.*
Source 2	Copyright, Designs and Patents Act 1988
Term 1	**transfer (of rights)**
Term reference	Berne Convention
Reliability	4
Term 2	**transfer (of rental right)**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

9. Rechthebbende

NL	
Definition	De “rechthebbende” is de (rechts)persoon aan wie het exclusieve recht toekomt het werk te exploiteren.
Source	Dutch Copyright Act
Context 1	*Met haar argument dat het door haar gekozen muzieknummer volledig ‘inwisselbaar’ is voor ieder ander Frans chanson, of – als de keuze zou zijn gemaakt om de hoofdrolspelers van Duitse Schlagermuziek te laten houden – een willekeurig lied van Danny Christian, miskent 2Houses dat zij in dat geval evenzeer een bewuste en niet toevallige keuze zou hebben gemaakt ‘met het oogmerk van integratie in en vergroting van de waarde van het nieuwe [film]werk’, in welk geval de exceptie evenmin van toepassing zou zijn en zij eveneens toestemming van de **rechthebbenden** zou hebben moeten verkrijgen, voor welke toestemming zij in dat geval ook een vergoeding aan Stemra zou hebben moeten betalen.*
Source 1	ECLI:NL:RBNHO:2014:11165
Context 2	*die door de **rechthebbende** of met zijn toestemming op afstand door middel van downloaden voor gebruik voor onbepaalde tijd ter beschikking is gesteld aan een voor het publiek toegankelijke instelling,*
Source 2	ECLI:NL:RBDHA:2015:5195

Term	**rechthebbende**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	According to Rossini (1999), the "copyright owner" or "rightsholder" is "the person who has legal standing to enforce copyright". This is "not necessarily the author since the rights may be sold, transferred, bequeathed or inherited". In addition, "the employer of the author may be the copyright owner" (p. 209).
Source	Rossini (1999).
Context 1	*The **owner of copyright** in a cinematographic work shall enjoy the same rights as the author of an original work, including the rights referred to in the preceding Article.*
Source 1	Berne Convention
Context 2	*His rights and remedies are concurrent with those of the **rights owner**; and references in the relevant provisions of this Chapter to the **rights owner** shall be construed accordingly.*
Source 2	Copyright, Designs and Patents Act 1988
Term 1	**owner of copyright**
Term reference	Berne Convention
Reliability	4
Term 2	**rights owner (copyright owner, owner of property rights)**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

10. Rechtverkrijgende

NL	
Definition	Onder "rechtverkrijgende" wordt verstaan de (rechts)persoon die het exclusief recht om een werk te exploiteren verkrijgt door middel van overdracht, bijvoorbeeld door erfenis.
Source	Dutch Copyright Act

Context 1	*Stemra is een stichting die zich ten doel stelt zowel de materiële als de immateriële belangen van auteurs en hun **rechtverkrijgenden**, uitgevers en uitgeversbedrijven te bevorderen, zonder winstoogmerk voor zichzelf.*
Source 1	ECLI:NL:RBNHO:2014:11165
Context 2	*Dat brengt de rechtbank bij de vraag of [eiser] aangemerkt kan worden als **rechtverkrijgende** van [de manager] en/of [bandlid1] in de zin van artikel 236 lid 2 Rv. Die rechtsverkrijging heeft, zo begrijpt de rechtbank de stellingen van [eiser] , plaatsgevonden middels de overeenkomst van 12 juni 2002 en de in 2.9 beschreven latere overeenkomsten*
Source 2	ECLI:NL:RBDHA:2016:10697
Term	**rechtverkrijgende**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The *Oxford English Dictionary* defines “assignee” as “one to whom a right or property is legally transferred or made over”, and “successor in title” in the Copyright, Designs and Patents Act 1988, likewise, is the person to whom the copyright is to be transferred.
Source	Oxford English Dictionary Online; Copyright, Designs and Patents Act 1988.
Context 1	*If on the rights coming into existence the assignee or another person claiming under him would be entitled as against all other persons to require the rights to be vested in him, they shall vest in the **assignee** or his **successor in title** by virtue of this subsection.*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*Member States shall provide that authors who are nationals of third countries and, subject to Article 8(2), their **successors in title** shall enjoy the resale right in accordance with this Directive and the legislation of the Member State concerned only if legislation in the country of which the author or his/her **successor in title** is a national permits resale right protection in that country for authors from the Member States and their **successors in title**.*
Source 2	Directive 2001/84/EC

Term 1	**successor in title**
Term reference	Berne Convention
Reliability	4
Term 2	**assignee, successor in title**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

11. Verhuren en uitlenen

NL	
Definition	Onder "verhuren" wordt verstaan: "het voor een beperkte tijd en tegen een direct of indirect economisch of commercieel voordeel voor gebruik ter beschikking stellen" en onder "uitlenen" wordt verstaan: "het voorr een beperkte tijd en zonder direct of indirect economisch of commercieel voordeel voor gebruik ter beschikking stellen door voor het publiek toegankelijke instellingen" (art. 12 Auteurswet). Zoals Gielen & Verkade verklaren, worden verhuren en uitlenen "traditioneel gekenmerkt door het feit dat stoffelijke exemplaren voor een beperkte tijd ter beschikking worden gesteld, waarbij deze exemplaren worden verplaatst buiten de feitelijke macht van degene die ze ter beschikking stelt." (p. 17)
Source	Dutch Copyright Act, Gielen & Verkade (2005)
Context 1	*Bijgevolg geldt hetzelfde voor het **verhuren** en het **uitlenen** van het origineel of kopieën van werken of andere zaken die de aard van diensten hebben. Anders dan het geval is bij een CD-ROM of een CD-i, waarbij de intellectuele eigendom in een materiële drager, dus in een zaak, is belichaamd, is elke on-linedienst in feite een handeling die aan toestemming is onderworpen, wanneer het auteursrecht of het naburige recht dit vereist*
Source 1	ECLI:NL:RBDHA:2015:5195
Context 2	*Mede gelet op het feit dat deze overweging al stond in de uit 1992 stammende voorganger van de Leenrechtrichtlijn (richtlijn 92/100/EG), lijkt met die "nieuwe exploitatievormen" niet te worden gedoeld op het door middel van downloaden ter beschikking stellen van een werk, maar op het **uitlenen en verhuren** van fysieke gegevensdragers met muziek en films.*
Source 2	ECLI:NL:RBDHA:2015:5195

Term 2	**verhuren en uitlenen**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The Copyright, Designs and Patents Act 1988 defines "rental" and "lending" as follows: "(a) 'rental' means making a copy of the work available for use, on terms that it will or may be returned, for direct or indirect economic or commercial advantage, and (b) 'lending' means making a copy of the work available for use, on terms that it will or may be returned, otherwise than for direct or indirect economic or commercial advantage, through an establishment which is accessible to the public" (Section 18c).
Source	Copyright, Designs and Patents Act 1988
Context 1	*References in this Part to the rental or lending of copies of a work include the **rental or lending** of the original.*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*… shall enjoy the exclusive right of authorizing commercial **rental** to the public of the originals or copies of their works.*
Source 2	WIPO Treaty
Term	**rental or lending**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5
Term 2	**rental**
Term reference	WIPO Treaty
Reliability	4

12. Verveelvoudigen

NL	
Definition	Zoals verduidelijkt in Gielen & Verkade (2005), wordt onder 'verveelvoudigen' volgens de Auteurswet verstaan: 1) "het vervaardigen van stoffelijke exemplaren van het werk: reproduceren. Iedere vastlegging van een werk of een gedeelte daarvan op een informatiedrager is een

	verveelvoudiging, de eerste vastlegging daaronder begrepen" (p. 20). Hierbij valt "overschrijven, natekenen, drukken, produceren van beeld- en geluidsdragers, fotokopiëren, vastleggen in een computergeheugen", enzovoort ook onder reproductie, evenals "nabouwen van een werk van architectuur" (p. 20).
Source	Gielen & Verkade (2005)
Context 1	*Dat betekent dat [eiser] in beginsel het uitsluitend recht heeft om de disclaimer openbaar te maken en te **verveelvoudigen** en aan het gebruik door derden voorwaarden te verbinden*.
Source 1	ECLI:NL:RBMNE:2013:8009
Context 2	*Dat [eiseres] de auteur van het dagboek is, staat buiten kijf. Tegenover betwisting hebben [gedaagden] niet aannemelijk gemaakt dat de latere, getypte en digitale, versies in zodanige mate van de handgeschreven versie verschillen dat ze (niet als ongeautoriseerde **verveelvoudigen** maar) als zelfstandige werken moeten worden beschouwd, zodat [eiseres] voorshands als de maker van alles versies moet worden beschouwd.*
Source 2	ECLI:NL:RBNHO:2013:12499
Term 1	**verveelvoudigen**
Term reference	Dutch Copyright Act
Reliability	5
Derivative	**verveelvoudiging**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	As defined in the Copyright, Designs and Patents Act 1988, "copying in relation to a literary, dramatic, musical or artistic work means reproducing the work in any material form. This includes storing the work in any medium by electronic means. (3) In relation to an artistic work copying includes the making of a copy in three dimensions of a two-dimensional work and the making of a copy in two dimensions of a three-dimensional work. (4) Copying in relation to a film or broadcast includes making a photograph of the whole or any substantial part of any image forming part of the film or broadcast.

	(5) Copying in relation to the typographical arrangement of a published edition means making a facsimile copy of the arrangement. (6) Copying in relation to any description of work includes the making of copies which are transient or are incidental to some other use of the work" (Section 17).
Source	Copyright, Designs and Patents Act 1988
Context 1	*Authors of literary and artistic works protected by this Convention shall have the exclusive right of authorising the* ***reproduction*** *of these works, in any manner or form.*
Source 1	Berne Convention
Context 2	***Copying*** *in relation to a literary, dramatic, musical or artistic work means* ***reproducing*** *the work in any material form.*
Source 2	Copyright, Designs and Patents Act 1988
Term 1	**reproduction**
Term reference	Berne Convention
Reliability	4
Term 2	**copying, reproduction**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

13. Volgrecht

	NL
Definition	Artikel 43a van de Auteurswet luidt als volgt: "Het volgrecht is het recht van de maker en van zijn rechtverkrijgenden krachtens erfopvolging om bij iedere verkoop van een origineel van een kunstwerk waarbij een professionele kunsthandelaar is betrokken, met uitzondering van de eerste vervreemding door de maker, een vergoeding te ontvangen." (art. 43a).
Source	Dutch Copyright Act
Context 1	De makers kunnen zich op verschillende wijzen aansluiten bij Pictoright, namelijk voor al hun auteursrechten ('auteursrechten compleet'), voor een aantal rechten ('collectieve rechten') of voor alleen het ***volgrecht***.
Source 1	ECLI:NL:RBDHA:2015:5195
Context 2	*Het staat individuele rechthebbenden uiteraard geheel vrij om*

	*het beheer van hun **volgrechten** vrijwillig op te dragen aan een bestaande of nieuwe collectieve beheersorganisatie*
Source 2	ECLI:NL:RBGEL:2014:1037
Term 1	**volgrecht**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	"Resale right" is defined in Directive 2001/84/EC as "an unassignable and inalienable right, enjoyed by the author of an original work of graphic or plastic art, to an economic interest in successive sales of the work concerned" and implemented in the Artist's Resale Rights Regulations 2006 which sets out that "the author of a work in which copyright subsists shall, in accordance with these Regulations, have a right ("resale right") to a royalty on any sale of the work which is a resale subsequent to the first transfer of ownership by the author ("resale royalty") (Section 3).
Source	Directive 2001/84/EC; Artist's Resale Rights Regulations 2006
Context 1	*The **Artist's Resale Right** (ARR) entitles creators ('authors') of original works of art (including paintings, engravings, sculpture and ceramics) to a royalty each time one of their works is resold through an auction house or art market professional.*
Source 1	UK Intellectual Property Office, retrieved from: **https://www.gov.uk/guidance/artists-resale-right**
Context 2	*The **resale right** is intended to ensure that authors of graphic and plastic works of art share in the economic success of their original works of art. It helps to redress the balance between the economic situation of authors of graphic and plastic works of art and that of other creators who benefit from successive exploitations of their works.*
Source 2	Directive 2001/84/EC
Term 1	**artist's resale right**
Term reference	Artist's Resale Rights Regulations 2006
Reliability	5
Term 2	**droit de suite**

Term reference	Stokes, S. (2012). *Artist's Resale Right (Droit de Suite): UK Law and Practice*. Builth Wells, United Kingdom: Institute of Art and Law
Reliability	1 (usage less common)

14. Werk

NL	
Definition	Artikel 10 van de Auteurswet geeft een opsomming van hetgeen wordt verstaan onder "werk", namelijk: "1. boeken, brochures, nieuwsbladen, tijdschriften en alle andere geschriften; 2. tooneelwerken en dramatisch-muzikale werken; 3. mondelinge voordrachten; 4. choreografische werken en pantomimes; 5. muziekwerken met of zonder woorden; 6. teeken-, schilder-, bouw- en beeldhouwwerken, lithografieën, graveer- en andere plaatwerken; 7. aardrijkskundige kaarten; 8. ontwerpen, schetsen en plastische werken, betrekkelijk tot de bouwkunde, de aardrijkskunde, de plaatsbeschrijving of andere wetenschappen; 9. fotografische werken; 10. filmwerken; 11. werken van toegepaste kunst en tekeningen en modellen van nijverheid; 12. computerprogramma's en het voorbereidend materiaal' en in het algemeen ieder voortbrengsel op het gebied van letterkunde, wetenschap of kunst, op welke wijze of in welken vorm het ook tot uitdrukking zij gebracht". Daarbij worden "[v]erveelvoudigingen in gewijzigde vorm van eenwerk van letterkunde, wetenschap of kunst, zoals vertalingen, muziekschikkingen, verfilmingen en andere bewerkingen, zomede verzamelingen van verschillende werken (...), onverminderd het auteursrecht op het oorspronkelijke werk, als zelfstandige werken beschouwd", evenals "verzamelingen van werken, gegevens of andere zelfstandige elementen, systematisch of methodisch geordend, en afzonderlijk met elektronische middelen of anderszins toegankelijk" (art. 11). Gielen & Verkade (2005) voegen hieraan toe dat het "oorspronkelijkheidsvereiste" geldt voor een werk om in aanmerking te komen voor auteursrechtelijke bescherming (p.

	12), wat inhoudt dat “er [sprake dient te zijn] van een creatieve prestatie van de auteur die in het werk tot uiting komt” en definiëren “werk” als “de onlichamelijke abstractie van (...) de creatieve prestatie van de auteur” (p.12).
Source	Dutch Copyright Act; Gielen & Verkade (2005).
Context 1	*De rechtbank stelt voorop dat een product een auteursrechtelijk beschermd **werk** kan zijn in de zin van artikel 10 van de Auteurswet (hierna: Aw) indien het oorspronkelijk is, in die zin dat het een eigen intellectuele schepping van de maker is die de persoonlijkheid van de maker weerspiegelt en tot uiting komt door de vrije creatieve keuzes van de maker bij de totstandkoming van het werk*
Source 1	ECLI:NL:RBDHA:2015:4029
Context 2	*Voorts beziet het hof of en welke auteursrechtelijk beschermde elementen uit de boeken in het filmscript zijn overgenomen op een zodanige wijze dat de totaalindrukken overeenkomen, in die zin dat de beide **werken** te weinig verschillen maken voor het oordeel dat het filmscript* als een zelfstandig ***werk*** kan worden aangemerkt.
Source 2	ECLI:NL:GHSHE:2015:2018
Term	**werk**
Term reference	Dutch Copyright Act
Reliability	5

EN	
Definition	The concept of ‘work’ is defined in the Copyright, Designs and Patents Act 1988 as “a work of those descriptions in which copyright subsists”, these being “original literary, dramatic, musical or artistic” works, “sound recordings, films or broadcasts”, and “the typographical arrangement of published editions, in which it is essential that it “constitutes the author’s own intellectual creation” (Section 1-3).
Source	Copyright, Designs and Patents Act 1988
Context 1	*Copyright does not subsist in a literary, dramatic or musical **work** unless and until it is recorded, in writing or otherwise; and references in this Part to the time at which such a work is made are to the time at which it is so recorded*
Source 1	Copyright, Designs and Patents Act 1988
Context 2	*The countries to which this Convention*

	applies constitute a Union for the protection of the rights of authors in their literary and artistic ***works****.*
Source 2	Berne Convention
Term	**work**
Term reference	Berne Convention
Reliability	4
Term	**work**
Term reference	Copyright, Designs and Patents Act 1988
Reliability	5

5. Terminology in practice: discussion of M. van Eechoud's unofficial translation

Lawyer and researcher in information law Mireille van Eechoud took it upon herself to write an English translation of the Dutch Copyright Act. This translation may be found in Annex 1 at the end of this thesis. As she writes in the preface to the translation: "translating is making choices" (Van Eechoud 2012). Van Eechoud's objective is to "render the official text of the Auteurswet into English as 'authentically' as is possible" (p. 505). To this end, Van Eechoud chooses to stay translate as literally as the text would allow, "even if that sometimes comes at the expense of readability" (p. 505). As discussed in Chapter 2, De Groot (1996) emphasises the objective of bringing the text to the reader. Therefore, there should be a balance between the authenticity of the text and readability.

For example, Van Eechoud translates the Dutch term *volgrecht* into English *resale right*, which is the term used in the Resale Right Directive. However, there seems to be no reason not to include "artist's" so as to produce the term officially created in the United Kingdom to refer to this concept: *artist's resale right.* As this is a relatively new concept in the UK – introduced in the legislation by virtue of implementation of this directive – it may be helpful to use the more detailed term consistently and in its entirety.

In some instances, Van Eechoud makes different translation choices. For example, as she motivates in her preface to the translation, as she aims to preserve as much of the Dutch text as possible, she chooses to translate the term *maker* in the Auteurswet consistently as *maker* instead of *author*, as used generally in English and European legislation (p.505). For the term *verveelvoudiging*, Van Eechoud chooses the equivalent *reproduction*, as she explains, because *copying*, in her view, would falsely give the impression that actions such as for example adaptations are not included in this definition (p. 506).

Nevertheless, with regard to most of the terms this thesis focuses on, Van Eechoud's translation is in line with English legislation as this lexicon would suggest in for example *Collectieve Beheersorganisatie*, which she translates as Collective Management Society (thereby following the supranational term used in the Directive), *infringement* for *inbreuk*, *rental or lending* as the equivalent of *verhuren en uitlenen*, *quotation* for *citaat*, *successor in title* as the equivalent of *rechtverkrijgende*.

Conclusion

This thesis discussed legal language in the area of copyright and to provide a comprehensive lexicon of terms in Dutch and English within this domain. The terminology was compiled using the WordSmith Tool for the selection of relevant terms and its presentation was modelled on the presentation of European terminology in *IATE*. This means that each entry consists of two parts, or fiches, of which the first contains the main definition of the concept in Dutch, two passages demonstrating the concept in context and the term in question, supported by reliable sources, and the second fiche follows the same structure in English. The intention of this structure is to avoid giving the impression that the English terms are simply direct translations of the Dutch terms. Instead, it should be noted that the Dutch terms are in the first place connected to their own definitions and contexts, and the English terms to theirs. The translation comes into existence first by virtue of a match at concept level. This lexicon structure is also helpful in that it works in both directions. When a translator would consult this lexicon, it is important that he or she take note of the entire entry and regard it as an aid in the translation process, which requires thorough knowledge of the legal systems and processes in both source and target language.

The terms discussed in this thesis were selected from the Dutch Copyright Act. While this law is the principal source of copyright legislation in the Netherlands, it may at the same time be somewhat restrictive. For example, Gielen & Verkade discuss the term *persoonlijkheidsrechten* – moral rights – in much detail, and this term occurs frequently in texts dealing with copyright. Yet, while the Dutch Copyright Act mentions these rights, it does not explicitly name the term while doing so. There may thus be terms which, despite belonging to the copyright domain, have been excluded from the terminology database due to the wording of the Dutch Copyright Act.

As far as this selection of terms is able to demonstrate, as near-full equivalents can be found for all terms, the translation of these copyright terms does not seem to highlight many difficult translation issues. The language of the Dutch Copyright Act does not seem to be particularly culture-specific or system-specific, which makes them easier to translate. As both Dutch national copyright legislation and UK national copyright legislation draw on supranational law, they have adopted the supranational terms into their legislation as well. This is also demonstrated for example by the English term *artist's resale right*, a concept which was introduced in English law only recently because of the Resale Right Directive. Its Dutch term *volgrecht* follows the French *droit de suite* quite literally, while the English term

deviates, but they can be considered near-full equivalents. Such terms are therefore not so much specific to either the legal system of the Netherlands or that of the United Kingdom, but specific to the legal system of the European Union.

Nevertheless, it is by no means unlikely that a closer examination of Dutch and English case law, for example, would reveal more culture-specific elements in intellectual property issues, and therefore more legal and/or linguistic gaps and difficulties regarding translatability. It is beyond the scope of this thesis to comparatively examine the rules and regulations regarding the field of intellectual property in such detail and over such a course of time, but further research into the development of intellectual property and copyright legislation and its language over the past century in the Netherlands, England and Wales, and the European Union as such, could possibly better show when and how changes occurred in the domestic legal languages, for example through the influence of legal harmonisation and international legal language, and through what equivalence processes the current terms came into existence. In addition, it is possible that other areas within the field of intellectual property law would be more system-specific and therefore warrant revisiting the project of codifying their rules in Book 9 of the Dutch Civil Code.

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Annex 1: Unofficial translation of the Copyright Act by M. van Eechoud

Copyright Act – *Auteurswet* Unofficial translation

Mireille van Eechoud

The translation is of the Auteurswet (Stb. 1912, 308) as in force on 1 January 2012 and as last revised by Collective Act Security and Justice (Verzamelwet Veiligheid en Justitie 2011) of 27 October 2011 (Stb. 2011, 500).

Copyright Act

Act of 23 September 1912, containing a new regulation of the law on copyright. We WILHELMINA, by the Grace of God, Queen of the Netherlands, Prinsess of Oranje-Nassau, etc., etc., etc. To all, whom shall see or hear this being read, greetings! Have it be known:
Thus we have considered it is desirable to enact a new regulation of the law on copyright;
Thus it is that We, having heard the Council of State, and in common consultation with the States General, having approved and understood, as We approve and understand thus:

Chapter I General provisions

Section 1 The nature of copyright

Article 1
Copyright is the exclusive right of the maker of a literary, scientific or artistic work or his successors in title to make the work public and to reproduce it, subject to the limitations laid down by law.

Article 2
1. Copyright passes by succession and is transmissible by assignment in whole or in part.
2. The delivery required for whole or partial assignment shall be effected by means of an instrument of transfer. The assignment shall comprise only such rights as are named in the instrument or as necessarily derive from the nature or purpose of the title.
3. The copyright that rests with the maker of a work and, after his death, the copyright in any of his unpublished works transmitted to his heir or legatee, is not liable to seizure.

Section 2 Maker of the work

Article 3
(repealed as of 01-01-1957)

Article 4
1. In the absence of proof to the contrary it shall be presumed that the maker is the person whose name is indicated as maker in or on the work, or, where there is no such indication, the person who was made known as maker when the work was made public by whoever made it public.
2. If no maker is named in case of a recitation which has not been published in print, the person rendering it shall be presumed to be the maker until the contrary is proved.

Article 5
1. If a literary, scientific or artistic work consists of separate works by two or more persons, the person under whose direction and supervision the work as a whole was made or, if there is no such person, the compiler of the various works, is taken to be the maker of the whole work, without prejudice to the copyright in each of the separate works.

2. Where a separate work in which copyright subsists is incorporated in a whole work, the reproduction or communication to the public of any such separate work by any person other than its maker or his successor in title is regarded as an infringement of the copyright in the whole work.
3. Unless otherwise agreed between the parties, if such a separate work has not previously been made public, the reproduction or making public of that separate work by its maker or his successors in title is regarded as an infringement of the copyright in the whole work if no mention is made of the whole work of which it is a part.

Article 6
If a work has been made after the design by and under the direction and supervision of another person, that person is taken to be the maker of the work.

Article 7
Where labour which is carried out in the service of another consists in the making of certain literary, scientific or artistic works, the person in whose service the works were created is taken to be the maker, unless the parties have agreed otherwise.

Article 8
A public institution, an association, a foundation or a company that makes a work public as its own, without naming any natural person as the maker, is taken to be the maker of that work, unless it is proved that in the circumstances the making public of the work was unlawful.

Article 9
If a work has appeared in print, and the maker is not named in or on any copy of it, or not with his true name, whoever is indicated in or on the copy as publisher, or failing that, as printer of the work, may assert the copyright against third parties on behalf of the copyright owner.

Section 3 Works in which copyright exists

Article 10
1. For the purposes of this Act, literary, scientific or artistic works are:
   1° books, brochures, newspapers, periodicals and all other writings;
   2° dramatic and dramatico-musical works;
   3° recitations;
   4° choreographic works and entertainments in dumb show;
   5° musical works, with or without words;
   6° drawings, paintings, works of architecture and sculpture, lithographs, engravings and other graphic works;
   7° geographical maps;
   8° plans, sketches and three-dimensional works relating to architecture, geography, topography or other sciences;
   9° photographic works;
   10° fi lm works;
   11° works of applied art and industrial designs and models;
   12° computer programs and preparatory materials; and generally any creation in the literary, scientific or artistic domain, regardless of the manner or form in which it has been expressed.
2. Reproductions of a literary, scientific or artistic work in a modified form, such as translations, arrangements of music, dramatizations and other adaptations, as well as collections of different works shall be protected as separate works, without prejudice to the copyright in the original work.
3. Collections of works, data or other independent materials arranged in a systematic or methodical way and individually accessible by electronic or other means, shall be protected as separate works, without prejudice to other rights in the collection and without prejudice to copyright or other rights in the works, data or other materials incorporated in the collection.
4. Collections of works, data or other independent materials within the meaning of the third paragraph, which show a substantial investment in the acquisition, control or presentation of the contents, evaluated qualitatively or quantitatively, are not writings as named in the first paragraph sub 10;

5. Computer programs are not writings as named in the first paragraph sub 10.

Article 11
No copyright subsists in laws, decrees or ordinances issued by public authorities, or in judicial or administrative decisions.

Section 4 Making public

Article 12
1. The making public of a literary, scientific or artistic work includes:
   1° the making public of a reproduction of the whole or part of a work;
   2° the distribution of the whole or part of a work or of a reproduction thereof, as long as the work has not appeared in print;
   3° the rental or lending of the whole or part of an original work, works of architecture and works of applied art excepted, or of a reproduction thereof which has been put into circulation by or with the consent of the right owner;
   4° the recitation, playing, performance or presentation in public of the whole or part of a work or a reproduction thereof;
   5° the broadcasting of a work incorporated in a radio or television programme, by satellite or other transmitter or a broadcasting network within the meaning of Article 1.1 of the Media Act 2008.
2. Rental as referred to in the first paragraph sub 3° means making available for use for a limited period of time for direct or indirect economic or commercial advantage.
3. Lending as referred to in the first paragraph sub 3° means making available for use by establishments which are accessible to the public, for a limited period of time and not for direct or indirect economic or commercial advantage.
4. The expression 'recitation, playing, performance or presentation in public' includes that in a closed circle, except where this is limited to relatives or friends or equivalent persons and no form of payment whatsoever is made for admission to the recitation, play, performance or presentation. The same applies to exhibitions.
5. The expression 'recitation, playing, performance or presentation in public' does not include those that take place exclusively for the purposes of education provided on behalf of the public authorities or a non-profit-making legal person, in so far as such a recitation, performance or presentation forms part of the school work plan or curriculum where applicable, or those that exclusively serve a scientific purpose.
6. The simultaneous broadcasting of a work incorporated in a radio or television programme by the organization making the original broadcast, is not regarded as a separate instance of making public.
7. The broadcasting by satellite of a work incorporated in a radio or television programme means: the act of introducing, under the control and responsibility of the broadcasting organization, the programme-carrying signals intended for reception by the public into an uninterrupted chain of communication leading to the satellite and down towards the earth. Where the programme-carrying signals are encrypted, there is broadcasting by satellite of a work incorporated in a radio or television programme on condition that the means for decrypting the broadcast are provided to the public by or with the consent of the broadcasting organization.

Article 12a
1. If the maker has assigned to the producer the rental right meant in Article 12, first paragraph sub 3°, with respect to a literary, scientific or artistic work fixed in a phonogram, the producer owes the maker fair compensation for the rental.
2. The right to fair compensation as meant in the first paragraph cannot be waived.

Article 12b
If by means of transfer of ownership, an original or copy of a literary, scientific or artistic work has been put into circulation for the first time by or with the consent of the maker or his successor in title in one of the Member States of the European Union or in a state that is party to the Agreement on the European Economic Area, then putting that original or copy into circulation in any other way, except by rental and lending, does not infringe the copyright.

Section 5 Reproduction

Article 13
The reproduction of a literary, scientific or artistic work includes the translation, musical arrangement, film adaptation or dramatization and generally any partial or full adaptation or imitation in a modified form, which cannot be regarded as a new, original work.

Article 13a
The reproduction of a literary, scientific or artistic work does not include the temporary reproduction that is transient or incidental and an integral and essential part of a technological process, the sole purpose of which is to enable:
(a) a transmission in a network between third parties by an intermediary, or
(b) a lawful use of a work to be made, and which has no independent economic significance

Article 14
The reproduction of a literary, scientific or artistic work includes the fixation of the whole or part of the work in any article intended for causing a work to be heard or seen.

Section 6 The limitations on copyright

Article 15
1. It shall not be regarded as an infringement of the copyright in a literary, scientific or artistic work to use news items, miscellaneous items or articles on current economic, political or religious topics or works of the same nature which have been published in a daily or weekly newspaper or weekly or other periodical, radio or television programme or other medium that has the same function, if:
   1º the use is made by a daily or weekly newspaper, a weekly or other periodical, a radio or television programme or other medium that has the same function;
   2º the provisions of Article 25 are observed;
   3º the source, including the name of the maker, is stated clearly; and
   4º the copyright is not expressly reserved.
2. The reservation meant in the first paragraph sub 4º cannot be made with respect to news items and miscellaneous items.
3. This Article shall also apply to use in a language other than the original.

Article 15a
1. It is not regarded as an infringement of the copyright in a literary, scientific or artistic work to quote from the work in an announcement, review, polemic or scientific treatise or a piece with a comparable purpose, provided that:
   1º the work quoted from has been lawfully made public;
   2º the quoting is in accordance with what social custom regards as reasonably acceptable and the number and size of the quoted parts are justified by the purpose to be achieved;
   3º the provisions of Article 25 are observed; and
   4º the source, including the maker's name, is clearly indicated, in so far as this is reasonably possible.
2. In this Article the term quotations also includes quotations in the form of press surveys of articles appearing in a daily or weekly newspaper or other periodical.
3. This Article also applies to quotations in a language other than the original.

Article 15b
The further making public or reproduction of a literary, scientific or artistic work made public by or on behalf of the public authorities is not regarded as an infringement of the copyright in such a work, unless the copyright has been explicitly reserved, either in a general manner by law, decree or ordinance, or in a specifi c case by a notice on the work itself or given when the work was made public. Even if no such reservation has been made, the maker retains the exclusive right to have appear a collection of his works which have been made public by or on behalf of the public authorities.

Article 15c

1. Provided the person doing or causing the lending pays a fair compensation, it is not regarded as an infringement of the copyright, to lend within the meaning of Article 12, first paragraph sub 3°, the whole or part of the work or a copy which has been put into circulation by or with the consent of the right owner. The first sentence shall not apply to a work as meant in Article 10, first paragraph sub 12°, unless that work is part of a data carrier that contains data and the work serves exclusively to make said data accessible.
2. Educational establishments and research institutes and their dependent libraries, and the Royal Library[2] are exempt from payment of a lending remuneration as meant in the first paragraph.
3. Libraries funded by the Foundation Fund for the Blind and Visually Impaired are exempt from payment of compensation as meant in the first paragraph, in respect of items lent for the benefit of blind and visually impaired persons registered with said libraries.
4. The compensation meant in the first paragraph is not owed if the person liable for payment can demonstrate that the maker or his successor in title has waived the right to fair compensation. The maker or his successor in title must notify the legal persons referred to in Articles 15*d* and 15*f* of the waiver in writing.

Article 15d

The level of the compensation meant in Article 15*c*, first paragraph, shall be determined by a foundation to be designated by Our Minister of Justice in agreement with Our Minister of Education, Culture and Science, the board of which shall be so composed as to represent in a balanced manner the interests of the makers or their successors in title and the persons liable for payment pursuant to Article 15*c*, first paragraph. The chair of the board of this foundation will be appointed by Our Minister of Justice in agreement with Our Minister of Education, Culture and Science. The board must have an uneven number of members.

Article 15e

Disputes concerning the compensation meant in Article 15*c*, first paragraph, shall be decided in the first instance by the District Court at The Hague exclusively.

Article 15f

1. The compensation meant in Article 15*c* must be paid to a legal person, which is to be designated by Our Minister of Justice in agreement with Our Minister of Education, Culture and Science, and which they judge to be representative. The legal person shall be exclusively entrusted with the collection and distribution of these compensations. In matters relating to the level and collection of the compensation and the exercise of the exclusive right, the legal person referred to in the preceding sentence represents the right holders at law and otherwise.
2. The legal person meant in the first paragraph will be supervised by the Supervisory Board as meant in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights.[4]
3. Distribution of the compensation collected will take place on the basis of regulations drawn up by the legal person meant in the first paragraph and approved by the Supervisory Board meant in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights.

Article 15g

Unless another date is agreed, by 1 April of every calendar year whoever is required to pay the compensation meant in Article 15*c*, first paragraph, is obliged to submit a return of the number of legal acts performed as meant in Article 15c to the legal person referred to in Article 15*f*, first paragraph. He is further obliged to provide said legal person, on request, immediate access to any documents or other data carriers needed to establish liability and the level of the compensation.

Article 15h

Unless otherwise agreed, not regarded as an infringement of copyright is the provision of access to a literary, scientific or artistic work that forms part of the collections of libraries accessible to the public and of museums or archives which are not seeking a direct or indirect economic or commercial benefit, by means of a closed network through dedicated terminals on the premises of said establishments, to individual members of the public, for purposes of research or private study.

Article 15i

1. Not regarded as an infringement of copyright is the reproduction or making public of a literary, scientific or artistic work where such is exclusively intended for disabled individuals, provided it is directly related to the disability, is not of a commercial nature and is required by the disability.
2. Fair compensation is due to the maker or his successor in title for the act of reproduction or making public within the meaning of the first paragraph.

Article 16

1. Not regarded as an infringement of copyright is the reproduction or making public of parts of a literary, scientific or artistic work for the sole purpose of illustration for teaching, to the extent justified by the intended and non-commercial purpose, provided that:
   1o the work from which the part is taken has been lawfully made public;
   2o it is in accordance with what social custom regards as reasonably acceptable use
   3o the provisions of Article 25 have been observed;
   4o so far as reasonably possible the source, including the maker's name, has been clearly indicated; and
   5o fair compensation is paid to the maker or his successors in title.
2. For the same purpose and subject to the same conditions, use of the whole work is allowed if it concerns a short work or a work as meant in Article 10, first paragraph sub 6°, 9° or sub 11°.
3. Where the use is for a compilation, the use of works by the same maker must be limited to only short works or short passages of works. Where it concerns works meant in Article 10, first paragraph sub 6°, 9° or 11°, only a few of said works may be used and only if the reproductions differ appreciably from the original work, in size or as a result of the manner in which they are made, in the understanding that, where two or more such works were communicated to the public together, the reproduction of only one of them shall be permitted.
4. The provisions of this Article also apply where the use is in a language other
5. than the original.

Article 16a

Not regarded as an infringement of the copyright in a literary, scientific or artistic work is the short recording, showing or presentation thereof in public in a photographic, fi lm, radio or television report, provided that this is justified for giving a proper account of the current event that is the subject of the report and provided that the source, including the maker's name, is stated clearly as far as is reasonably possible.

Article 16b

1. Not regarded as an infringement of the copyright in a literary, scientific or artistic work is the reproduction that is limited to a few copies intended exclusively for personal practice, study or use by the natural person who, without any direct or indirect commercial objective, made the reproduction or ordered it exclusively for his own benefit.
2. it concerns a daily or weekly newspaper or weekly or other periodical, or a book or the score or parts of a musical work, and of works incorporated in said works, the reproduction shall furthermore be limited to a small part of the work, except in the case of:
   a. works of which it may reasonably be assumed that no new copies will be made available to third parties for payment of any kind;
   b. short articles, news items or other texts, which have appeared in a daily or weekly newspaper or weekly or other periodical.
3. Where it concerns a work within the meaning of Article 10, first paragraph, sub 6°, the reproduction must differ appreciably from the original work, in size or as a result of the manner in which it was made.
4. If reproduction permitted under this Article has taken place, the copies may not be handed to any third parties without the consent of the maker or his successors in title, unless it is for judicial or administrative proceedings.
5. By Order in Council it may be provided that fair compensation is due to the maker or his successors in title for the reproduction meant in the first paragraph. Further terms and conditions may be specified by Order in Council.
6. This Article does not apply to acts of reproduction within the meaning of Article 16c, or to the imitation of works of architecture.

Article 16c

1. It is not regarded as an infringement of the copyright in a literary, scientific or artistic work to reproduce the work or part of it on an article intended for causing a work to be heard or seen, provided that the reproduction is carried out without any direct or indirect commercial objective and is intended exclusively for personal practice, study or use by the natural person who made the reproduction.
2. For the reproduction within the meaning of the first paragraph, fair compensation is owed for the benefit of the maker or his successor in title. The obligation to pay the compensation rests with the manufacturer or the importer of articles as meant in the first paragraph.
3. The manufacturer's obligation to pay compensation arises at the time when the articles manufactured by him are ready to be put into circulation. For the importer said obligation arises at the time of import.
4. The obligation to pay compensation lapses if the person so obliged under the third paragraph exports the article meant in the first paragraph.
5. Only a single payment is due per article.
6. By Order in Council, it may be specified for which articles compensation as meant in the second paragraph is due. Equally by Order in Council, for the implementation of this Article, further rules may be given and conditions set with respect to the level and form of fair compensation and liability for payment.
7. If reproduction permitted under this Article has taken place, articles as meant in the first paragraph may not be handed to any third parties without the consent of the maker or his successors in title, unless it is for judicial or administrative proceedings.
8. This Article does not apply to the reproduction of a collection accessible by electronic means within the meaning of Article 10, third paragraph.

Article 16d

1. The compensation meant in Article 16c must be paid to a legal person that is to be designated and judged representative by Our Minister of Justice, and entrusted with the collection and distribution of said compensation in accordance with regulations it has drawn up and which have been approved by the Supervisory Board as specified in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights. In matters relating to the level and collection of the compensation, said legal person represents the right holders at law and otherwise.
2. The legal person meant in the first paragraph shall be supervised by the Supervisory Board as meant in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights.

Article 16e

The level of the compensation meant in Article 16*c*, first paragraph, shall be determined by a foundation to be designated by Our Minister of Justice, the board of which shall be so composed as to represent in a balanced manner the interests of the makers or their successors in title and the persons liable for payment pursuant to Article 16*c*, second paragraph. The chair of the board of the said foundation will be appointed by Our Minister of Justice.

Article 16f

Whoever is required to pay the compensation meant in Article 16*c* is obliged to submit a return of the number of the articles as meant in Article 16*c*, first paragraph that were imported or manufactured by him, to the legal person meant in Article 16*d*, first paragraph, either immediately or within a period agreed with the said legal person. Further, this person is obliged to provide said legal person, on request, immediate access to such documents as needed to establish liability and the level of compensation.

Article 16g

Disputes in relation to the compensation as meant in in Articles 15i, second paragraph, 16b and 16c shall be decided in first instance by the District Court of The Hague exclusively.

Article 16ga

1. On request of the legal person meant in Article 16d, first paragraph, the seller of articles as meant in Article 16c, first paragraph, is obliged to immediately provide access to such documents as are needed to establish whether the payment specified in Article 16c, second paragraph, has been paid by the manufacturer or importer.

2. If the seller cannot demonstrate that the compensation has been paid by the manufacturer or the importer, he is obliged to make the payment to the legal person specified in Article 16d, first paragraph, unless the documents mentioned in the first paragraph above, show who the manufacturer or importer is.

Article 16h

1. A reprographic reproduction of an article in a daily or weekly newspaper or weekly or other periodical, or of a small part of a book and other works it contains is not regarded as an infringement of copyright, provided that compensation is made.
2. The reprographic reproduction of the whole work is not regarded as an infringement of the copyright if it may reasonably be assumed that no new copies of the book will be made available to third parties for payment of any kind, provided that compensation is paid for this reproduction.
3. By Order in Council it may be provided that, in relation to the reproduction of works within the meaning of Article 10, first paragraph at 1º, derogation may be made from the provisions of one or more of the foregoing paragraphs for the benefit of public administration as well as for the performance of tasks entrusted to establishments operating in the public interest. Further terms and conditions may be specified by Order in Council.

Article 16i

The compensation meant in Article 16h is calculated on the basis of each page on which a reprographic reproduction is made of a work as meant in the first and second paragraphs of said Article. By Order in Council the level of compensation will be specified; further terms and conditions may be provided.

Article 16j

Without the consent of the maker or his successor in title, a reprographic reproduction made under the provisions of Article 16h, may only be handed to individuals working in the same company, organization or institution, unless it is for judicial or administrative proceedings.

Article 16k

The obligation to pay compensation, as meant in Article 16h, lapses after the expiry of three years from the time when the reproduction was made. The compensation is not owed if the person liable for payment can demonstrate that the maker or his successor in title has waived the right to compensation.

Article 16l

1. The compensation meant in Article 16h must be made to a legal person which is to be designated and judged representative by Our Minister of Justice and which will be entrusted with the collection and distribution of said compensation to the exclusion of others.
2. In matters relating to the collection of the compensation, the legal person meant in the first paragraph represents the makers or their right-holders at law and otherwise.
3. The legal person meant in the first paragraph will distribute the collected payments on the basis of regulations. The regulations require the approval of the Supervisory Board meant in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights.
4. The legal person meant in the first paragraph will be supervised by the Supervisory Board specified in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights.
5. The first and second paragraphs shall not apply to the extent that those who are under an obligation to pay compensation can demonstrate that they have agreed with the maker or his successor in title that payment will be made directly to him.

Article 16m

Whoever is obliged to pay the compensation meant in Article 16 h to the legal person meant in Article 16l, first paragraph, is obliged to submit a return to the legal person of the total number of reprographic reproductions he makes each year. The return meant in the first paragraph is not due if the number of annual reprographic reproductions is smaller than such number as will be specified by Order in Council.

Article 16n

1. Not regarded as an infringement of the copyright in a literary, scientific or artistic work is the reproduction made by libraries, museums or archives accessible to the public which are not seeking a

direct or indirect economic or commercial benefit, provided that the sole purpose of making the reproduction is:
1° to restore the original or a copy of the work;
2° in case the original or copy of the work is threatened by decay, to preserve a copy for the institution;
3° to preserve access to the work if the technology available to render it accessible becomes obsolete.

2. The acts of reproduction as specified in the first paragraph are only permitted if:
1° the work or copies form part of the collection held by the publicly accessible libraries, museums or archives that rely on this limitation; and
2° the provisions of Article 25 are observed.

Article 17
[Repealed]

Article 17a
In the public interest, by Order in Council rules may be prescribed with respect to the exercise of the rights of a maker of a work or his successors in title in relation to the making public of a work by means of radio or television programme broadcast by radio or television, or some other medium fulfilling the same purpose. The Order in Council meant in the first sentence, may provide that such a work may be communicated to the public in the Netherlands without prior consent from the maker or his successors in title, if the broadcast is made from the Netherlands or from a State that is not party to the Treaty signed in Oporto on 2 May 1992 concerning the European Economic Area (Treaty Gazette 1992,132). Whoever is entitled to make a work public without prior consent are nonetheless obliged to observe the maker's rights as meant in Article 25, and to pay the maker or his successors in title fair compensation; in the absence of agreement, on application of either party, the Court will determine the amount and may also order the lodgement of security. The foregoing provisions do not apply to the broadcast by satellite of a work incorporated in a radio or television programme.

Article 17b
1. Unless otherwise agreed, having the authority to make public a radio or television programme by means of broadcasting by radio or television or by another medium fulfilling the same function, does not include an authorization to record the work.
2. The broadcasting organization that is authorized to do an act of making public as meant in the first paragraph, is however entitled to record the work destined for broadcasting temporarily, with its own equipment and exclusively for the purposes of broadcasting its own radio or television programmes. The broadcasting organization thus entitled to record is nonetheless obliged to observe the rights of the maker of the work as meant in Article 25.
3. Recordings made under the provisions of the second paragraph, and which have exceptional documentary value may be kept in official archives.

Article 17c
Not regarded as an infringement of the copyright in a literary or artistic work is congregational singing and the instrumental accompaniment thereof during a service.

Article 17d
Any Order in Council given under Articles 16b fifth paragraph, 16c seventh paragraph, 16h third paragraph, 16m second paragraph, 17a or 29a fourth paragraph, or any amendment thereof will not come into effect any earlier than eight weeks after the date of issue of the Official Gazette in which it is published. Both Houses of the States General will be notified of such publication without delay.

Article 18
Not regarded as an infringement of the copyright in a work within the meaning of Article 10, first paragraph sub 6°, or a work relating to architecture as meant in Article 10, first paragraph, sub 8° and which has been made to be permanently situated in public places, is the reproduction or making public of images of the work as it is situated there. Where it concerns incorporation into a compilation work, no more than a few works by the same maker may be incorporated.

Article 18a
Not regarded as an infringement of the copyright in a literary, scientific or artistic work is the incidental processing of it as a component of minor significance in another work.

Article 18b
Not regarded as an infringement of the copyright in a literary, scientific or artistic work, is the making public or reproduction of it in the context of a caricature, parody or pastiche, provided the use is in accordance with what social custom regards as reasonably acceptable.

Article 19
1. Not regarded as an infringement of the copyright in a portrait is the reproduction of it by or on behalf of the person portrayed or after his death, of his relatives.
2. If the same portrait represents two or more persons, for each of them the entitlement to reproduce the other persons' portraits requires their permission, or, in the ten years after their death, the permission of their relatives.
3. Where it concerns a photographic portrait, it is not regarded as an infringement of the copyright if the portrait is made public in a newspaper or periodical by or with the consent of one of the persons referred to in the first paragraph, provided the name of the maker is stated if the name is indicated on or with the portrait.
4. This Article only applies to portraits made on commission by or on behalf of the persons portrayed, or made on commission for their benefit.

Article 20
1. Unless otherwise agreed, the owner of the copyright in a portrait is entitled to make it public without the consent of the person portrayed or, during the ten years after his death, without the consent of his relatives.
2. If an image contains the portrait of two or more persons, the consent of all the persons portrayed is required, or, during the ten years following their death, the consent of their relatives.
3. The last paragraph of the preceding Article applies.

Article 21
If a portrait is made without the maker having been commissioned by or on behalf of the persons portrayed, or having been commissioned for their benefit, the copyright owner is not permitted to make the portrait public if there is a reasonable interest against publication on the part of the person portrayed or, after his death, of one of his relatives.

Article 22
1. In the interests of public safety as well as criminal investigation, images of any kind may be reproduced or made public by or on behalf of the judicial authorities.
2. Not regarded as an infringement of copyright in a literary, scientific, or artistic work is the use of it for purposes of public safety, or to safeguard the proper course of administrative, parliamentary or judicial proceedings or the reporting of them.

Article 23
Unless otherwise agreed, whoever owns, possesses or holds a work of drawing, painting, sculpture or architecture, or a work of applied art, is permitted to reproduce and make public that work so far as necessary for the public exhibition or public sale of that work, all subject to the exclusion of any other commercial use.

Article 24
Unless otherwise agreed, notwithstanding the assignment of copyright in a painting, its maker remains entitled to make similar paintings.

Article 24a
1. Not regarded as an infringement of the copyright in a collection as meant in Article 10, third paragraph, is the reproduction made by the lawful user of the collection, which is necessary to gain access to and make normal use of the collection.

2. Where the lawful user is only entitled to use part of the collection, the first paragraph only applies for the access to and normal use of that part.
3. No agreement shall deviate from the provisions of the first and second paragraphs to the detriment of the lawful user.

Article 25

1. Even after assignment of his copyright, the maker of a work has the following rights:
   a. the right to oppose the making public of the work without mention of his name or other indication as maker, unless such opposition would be unreasonable;
   b. the right to oppose the making public of the work under a name other than his own, as well as any alteration in the name of the work or the indication of the maker, in so far as these appear on or in the work or have been made public in connection with the work;
   c. the right to oppose any other alteration made to the work, unless the nature of the alteration is such that opposition would be unreasonable;
   d. the right to oppose any distortion, mutilation or other impairment of the work that could be prejudicial to the reputation or name of the maker or to his dignity as maker.
2. After the death of the maker and until the copyright expires, the rights meant in the first paragraph rest with the person that the maker has designated by testamentary disposition.
3. The right referred to in the first paragraph sub *a*, may be waived. The rights referred to sub *b* and *c* may be waived in so far as alterations to the work or its title are concerned.
4. If the maker of the work has assigned his copyright, he remains entitled to make such alterations to the work as he may make in good faith in accordance with social custom. As long as copyright subsists, the same right shall belong to the person that the maker has designated by testamentary disposition, if it may reasonably be assumed that the maker would have approved such alterations.

Article 25a

For the purposes of this section, 'relatives' means the parents, spouse or registered partner and the children. The rights of the relatives may be exercised by each of them individually. In the event of a dispute the Court may render a decision, which shall be binding on them.

Chapter II
The exercise and enforcement of copyright and criminal law provisions

Article 26

Where two or more persons own the joint copyright in one and the same work, any one of them may enforce the right, unless otherwise agreed.

Article 26a

1. The right to authorize the simultaneous, unaltered and unabridged broadcasting of a work incorporated in a radio or television programme in a broadcasting network within the meaning of Article 1.1 of the Media Act 2008 can only be exercised by legal persons which according to their bylaws aim to represent right owners through the exercise of their rights meant above.
2. Where it concerns the exercise of the same rights as stated in their bylaws, the legal persons meant in the first paragraph are also entitled to represent right owners who have not instructed them to do so. If according to their respective bylaws, several legal persons aim to represent the same category of right owners, the right owner may designate one of them as authorised to represent his interests. The rights and obligations arising from an agreement concluded in respect of the broadcast referred to in the first paragraph by a legal person entitled to exercise the same rights apply fully to right owners who have not issued instructions as meant in the second sentence.
3. Claims against the legal person meant in the first paragraph for sums collected shall lapse 3 years from the day following that on which the broadcast meant in the first paragraph took place.
4. This Article does not apply to rights meant in the first paragraph where these rest with a broadcasting organization in respect of its own broadcasts.

Article 26b

Parties are obliged to conduct in good faith the negotiations on the consent for the simultaneous, unaltered and unabridged broadcasting as meant in Article 26*a*, first paragraph, and must not prevent or hinder negotiations without valid reason.

Article 26c

1. If no agreement can be reached on the simultaneous, unaltered and unabridged broadcasting of a work as meant in Article 26*a*, first paragraph, each party may call upon the assistance of one or more mediators. The mediators are selected in such a way that no doubt can reasonably exist as to their independence and impartiality.
2. The mediators assist in the conducting of the negotiations and are entitled to serve parties notice of proposals. Each party may serve the other party notice of its objections to these proposals within three months of the date of receipt of the proposals. The mediators' proposals are binding on the parties unless one of them has served notice of its objections within the time limit meant in the previous sentence. Notice of the proposals and the objections shall be served on the parties in accordance with the provisions of Book 1, Title 1, Part 6 of the Code of Civil Procedure.

Article 26d

On application by the maker, the Court may order an intermediary whose services are used by a third party to infringe copyright, to desist the services that are used for that infringement of copyright.

Article 26e

On application by the maker or his successor in title the interim relief judge may allow temporary continuance of the infringement on the condition that security is given to ensure compensation for the prejudice suffered by the maker or his successor in title. Under the same terms, the Court may allow the continued provision of services by the intermediary as meant in article 26d.

Article 27

1. Notwithstanding the assignment of his copyright in whole or in part, the maker retains the right to bring an action for damages against the person who has infringed the copyright.
2. In appropriate cases, the Court can set the damages as a lump sum.
3. After the death of the maker, the right to bring an action for damages as meant in the first paragraph rests with his heirs or legatees until the copyright expires.

Article 27a

1. In addition to damages, the maker or his successor in title can claim that whoever has infringed his copyright is ordered to surrender profits accruing to him by reason of the infringement, and to render account thereof.
2. The maker or his successor in title can also bring one or both of the claims meant in the first paragraph on behalf of a licensee, without prejudice to the latter's right to intervene in proceedings whether or not these were partly of wholly instituted on his behalf by the maker or his successor in title, in order to directly obtain compensation for the damage he has suffered or to obtain a proportionate share of the profits to be surrendered by the defendant. A licensee can bring both or either claims as meant in the first paragraph only if he has obtained the authority to do so from the maker or his successor in title.

Article 28

1. The copyright entitles the right owner to claim property in, or claim the removal from circulation, the destruction or rendering unusable of, any moveable goods that are not property subject to public registration and which have been made public in violation of said right or are unauthorized reproductions, or of materials and implements principally used in the creation or manufacture of these goods. The right owner may bring a claim for the delivery up of the said goods so that they can be destroyed or rendered unusable.
2. The same right to claim exists:
   a. with respect to the sum of entrance fees paid for attendance at a recitation, playing, performance, presentation or exhibition in public, which infringes copyright;
   b. with respect to other monies that may be assumed to have been obtained by or as a result of an infringement of copyright.

3. The provisions of the Code of Civil Procedure concerning seizure and delivery up of movable goods that are not property subject to public registration apply. In the event of concurring seizures the person seizing pursuant to this Article has precedence.
4. The measures meant in the first paragraph are carried out at the expense of the defendant, unless particular reasons are invoked for not doing so.
5. With respect to immovable property, ships or aircraft which infringe copyright, the Court may order, on the claim of the right owner, that the defendant make such alterations as are necessary to end the infringement.
6. Unless otherwise agreed, the licensee has the right to exercise the powers flowing from paragraphs 1 through 5 in so far as their purpose is to protect the rights he is entitled to exercise.
7. The same entitlement as meant in the first paragraph exists with respect to devices, products and components as meant in article 29a, and with respect to copies of works as meant in article 29b which are not property subject to registration.
8. When assessing the measures that the right owner or his licensee are entitled to claim under the first, second and seventh paragraphs, the Court takes account of the necessary proportionality of the measures claimed, the seriousness of the infringement and the interests of third parties.
9. Upon application by the right holder, the Court may order the person who has infringed the rights to disclose to the rightholder all he knows about the origin and distribution networks of the infringing goods or services and supply him with all the relevant information. On the same conditions such an order can be made against a third party who is found in possession of, or using, the infringing goods on a commercial scale, who is found to be providing on a commercial scale services used in infringing activities, or who was indicated by one said third parties as being involved in the production, manufacture or distribution of the goods or the provision of the services. This third party may refuse to provide information that could serve as evidence of his participation in an infringement of an intellectual property right committed by him or by other persons within the meaning of Article 165, third paragraph Civil Code of Procedure.
10. Upon application by the right owner, the Court may order appropriate measures for the dissemination of information on the decision.

Article 29

1. The right meant in Article 28, first paragraph, cannot be exercised in respect of goods in the possession of persons who do not trade in similar goods and who have obtained them exclusively for their own use, unless they have themselves infringed the copyright.
2. The claim meant in Article 28, sixth paragraph 6, can only be made against the owner or holder of the goods if that person is guilty of the infringement of the copyright concerned.

Article 29a

1. For the purposes of this Article, ‘technological measures’ means any technology, device or component that, in the normal course of its operation, is designed to prevent or restrict acts in respect of works which are not authorised by maker or his successors in title. Technological measures shall be deemed “eff ective” where the use of a protected work is managed by the maker or his successors in title through access control or a protection process, such as encryption, scrambling or other transformation of the work or a copy control mechanism, which achieves the protection objective.
2. The person who circumvents any effective technological measures knowingly, or with reasonable grounds to know he is doing so, acts unlawfully.
3. Those who provide services or manufacture, import, distribute, sell, rent out, advertise devices, products or components or are in the possession of these for commercial purposes act unlawfully if such:
   a) are offered, advertised or marketed for the purpose of circumventing the protective operation of eff ective technological measures, or
   b) have only a limited commercial significant purpose or use other than to circumvent the circumvention of the protective operation of effective technological measures, or
   c) are particularly designed, manufactured or adapted for the purpose of enabling or facilitating the circumvention of the protective operation of effective technological measures.
4. By Order in Council rules may be given that oblige the maker or his successors in title to provide the user of a literary, scientific or artistic work with the means necessary to benefit from the limitations specified in Articles 15i, 16, 16b, 16c, 16h, 16n, 17b and 22 of this Act, provided that the user has lawful access to the work protected by technological measures. The provisions in the previous

sentence do not apply when under contractual terms, works are made available to users from a place and at a time individually chosen by them.

Article 29b

1. He who intentionally and without being entitled to do so removes or alters electronic rights management information, or distributes, imports for distribution, broadcasts or otherwise makes public literary, scientific or artistic works from which electronic rights management information has been removed or altered without authority, and knows, or has reasonable grounds to know, that by so doing he is inducing, enabling, facilitating or concealing an infringement of any copyright, acts unlawfully.
2. For the purposes of this Article, the expression "rights-management information" means any information provided by the maker or his successors in title that is associated with a reproduction of a work, or that appears in connection with the communication to the public of a work, or which identifies the work or its maker of successors in title, or information about the terms and conditions of use of the work and any numbers or codes that represent such information.

Article 30

If a person makes public a portrait without being authorised to do so, with respect to the right of the person portrayed the provisions of Articles 28 and 29 on copyright equally apply.

Article 30a

1. The business of agency with respect to copyright in musical works, whether for profit or not, in matters of copyright in musical works requires permission of Our Minister of Justice.
2. Acts of agency are taken to mean the conclusion or execution of agreements, whether or not in the name of the agent, for the public performance or broadcasting in a radio or television programme through signs, sounds or images of musical works or reproductions thereof, wholly or in part, to the benefit of the makers of musical works or their successors in title.
3. Equated to the performance or broadcasting in a radio or television programme of musical works is the performance or broadcasting in a radio or television programme of dramatico-musical works, choreographic works and entertainments in dumb show, and reproductions thereof, where such works are played without being shown.
4. Agreements as meant in the second paragraph which are entered into without the permission of Our Minister pursuant to the first paragraph having been obtained, are null and void.
5. Further regulations concerning the permission meant in the first paragraph are given by Order in Council.
6. The Supervisory Board specified in the Act on Supervision of Collective Management Organizations for Copyright and Related Rights supervises those who have obtained ministerial permission.

Article 30b

1. Upon the request of one or more commercial or professional organizations which Our Minister of Justice and Our Minister of Economic Affairs deem representative, and which are legal persons with full legal capacity and whose aim is to protect the interests of persons who import into the Netherlands, make public or reproduce literary, scientific or artistic works on a professional or commercial basis, said Ministers may jointly provide that designated members of the profession or industry concerned, are obliged to keep their records in a certain specified manner.
2. He who fails to comply with the obligation meant in the preceding paragraph is punishable by a fine of the second category. Such failure constitutes an offence.

Article 31

He who intentionally infringes another person's copyright is punishable by imprisonment for not more than six months or by a fine of the fourth category.

Article 31a

He who intentionally:
a. publicly offers for distribution;
b. has on hand for the purpose of reproduction or distribution;
c. imports, conveys in transit or exports, or
d. keeps for profit

an article that embodies a work infringing another person's copyright is punishable by imprisonment for a term of not more than one year or by a fine of the fifth category.

Article 31b
He who makes it his profession or business to commit the crimes meant in Articles 31 and 31*a* is punishable by imprisonment for a term of not more than four years or by a fine of the fifth category.

Article 32
He who:
a. offers for public distribution;
b. has on hand for the purpose of reproduction or distribution;
c. imports, conveys in transit or exports, or
d. keeps for profit
an article of which he has reasonable grounds to know that it embodies a work that infringes another person's copyright, is punishable by a fine of the third category.

Article 32a
He who intentionally:
a. offers for public distribution;
b. has on hand for the purpose of reproduction or distribution;
c. imports, conveys in transit or exports, or
d. keeps for profit
any means the sole intended purpose of which is to facilitate the removal or circumvention of any technical device applied to protect a work as meant in Article 10, first paragraph, sub 12°, without the consent of the maker or his successor in title, is punishable by imprisonment for a term of not more than six months or by a fine of the fourth category.

Article 33
The punishable acts of Articles 31, 31*a*, 31*b*, 32 and 32*a* are crimes.

Article 34
1. He who intentionally makes with respect to a literary, scientific or artistic work protected by copyright, any unlawful alterations of its title or the indication of the maker, or impairs such a work in any other way that could be prejudicial to the reputation or name of the maker or to his dignity as maker is punishable
1. by imprisonment for a term of not more than six months or by a fine of the fourth category.
2. The act is a crime.

Article 35
1. He who exhibits a portrait in public or makes it public in any other manner, without being authorised to do so, is punishable by a fine of the fourth category.
2. The act is an offence.

Article 35a
1. He who performs acts of agency business as meant in Article 30*a*, without having obtained the necessary permission from Our Minister of Justice, is punishable by a fine of the fourth category.
2. The act is an offence.

Article 35b
1. He who intentionally gives false or incomplete information in a written application or submission on the basis of which the agency business acting in matters of music copyright with the permission of Our Minister of Justice determines the compensation due for copyright, is punishable by detention for a term of not more than three months or by a fine of the third category.
2. The act is an offence.

Article 35c

He who intentionally fails to submit a written return or intentionally provides false or incomplete information in such a return to the legal person meant in Article 16*d*, first paragraph, on the basis of which the amounts due pursuant to Article 16*c* are determined, is punishable by detention for a term of not more than three months or by a fine of the third category. The act is regarded as an offence.

Article 35d
He who intentionally fails to submit a return as meant in Article 15*g* or intentionally provides false information in such a return, is punishable by detention for a term of not more than three months or by a fine of the third category. The act is regarded as an offence.

Article 36
1. Reproductions declared forfeit by the criminal Court will be destroyed; the Court may, however, make provision in its judgment that they be delivered to the person owning the copyright if the latter applies to the office of the Clerk within one month of the judgment having become final.
2. By delivery, the reproductions become the property of the right owner. The Court may order that delivery is conditional on payment by the right owner of a certain compensation that shall accrue to the State.

Article 36a
Investigating officers may at any time, for the purposes of investigating offences punishable under this Act, require access to all documents or other data carriers that are in the possession of persons who in the exercise of their profession or business import, convey in transit, export, make public or reproduce literary, scientific or artistic works, where inspection of such documents or data carriers is reasonably necessary for the fulfilment of their duty.

Article 36b
1. Investigating officers have authority, for the purposes of investigating offences punishable under this Act and seizing that what is subject to seizure, to enter any premises.
2. If they are denied entry, they may effect it if necessary with the assistance of the police.
3. They shall not enter a house against the will of the occupant except on presentation of a special warrant in writing by or in the presence of a public prosecutor or an assistant public prosecutor. Within twenty-four hours of such entry they shall make a report.

Article 36c
(repealed as of 01-01-1994)

Chapter III Duration of copyright

Article 37
1. Copyright expires 70 years, counting from the first of January of the year following the year in which the maker died.
2. The duration of the copyright that belongs jointly to two or more persons in their capacity as co-makers of one and the same work, is calculated from the first of January of the year in which the last surviving co-maker died.

Article 38
1. The copyright in a work of which the maker has not been indicated or not in such a way that his identity is beyond doubt, expires 70 years counted from the first of January of the year following that in which the work was first lawfully made public.
2. The same applies to works of which a public institution, an association, a foundation or a company is taken to be the maker, unless the natural person who created the work is indicated as the maker on or in copies of the work which have made public.
3. If the maker discloses his identity before the term meant in the first paragraph ends, the duration of the copyright in the work concerned is calculated in accordance with the provisions of Article 37.

Article 39

The copyright expires in works for which the duration of copyright is not calculated in accordance with Article 37 and which have not been lawfully made public within 70 years of their creation.

Article 40
The copyright in a film work expires 70 years after the first of January of the year following the year in which the last of the following persons to survive died: the principal director, the author of the screenplay, the author of the dialogue and he who created the music for the film work.

Article 41
For the purposes of Article 38, where a work is published in volumes, parts, issues or episodes, each volume, part, issue or episode shall be regarded as a separate work.

Article 42
Notwithstanding the provisions of this chapter, no copyright can be invoked in The Netherlands in cases where the duration has already expired in the country of origin of the work. What is stipulated in the first sentence does not apply to works whose maker is a national of a Member State of the European Union or of a State party to the Agreement on the European Economic Area of 2 May 1992.

Chapter IV Special provisions concerning the resale right

Article 43
In this chapter and the provisions pertaining to it:
1. Originals of work of art means:
   1) a work of graphic or plastic art such as pictures, collages, paintings, drawings, engravings, prints, lithographs, sculptures, tapestries, ceramics, glassware and photographs, in as far as it is made by the artist himself or under his authority.
   2) copies of works as meant under 10 which have been made in limited numbers by the maker himself or under his authority.
2. professional art dealer: the natural or legal person who makes it his profession or business to buy or sell original works of art, or to act as intermediary for the conclusion of agreements on the sale of original works of art.

Article 43a
1. The resale right is the right of the maker and his hereditary successors in title to receive compensation for each sale of an original work of art which involves an art market professional, with the exception of the first transfer by the maker.
2. The resale right cannot be transferred, except by bequest.
3. The resale right cannot be waived.
4. The compensation meant in the first paragraph is due from the time that the price of the sale of the original work is due, but at the latest three months from the conclusion of the sales agreement.

Article 43b
By Order in Council the level of compensation meant in article 43a will be specified and rules may be given as to liability for payment.

Article 43c
1. The obligation to pay the compensation meant in Article 43a, first paragraph, rests with the professional art dealer involved in the sale. If more than one professional art dealer is involved in a sale, each is severally liable for said compensation.
2. The limitation period for the action for payment of compensation, meant in Article 43a, first paragraph, is three years following the day when the owner acquired knowledge of both the claimable compensation and of the person owing the compensation. In any case the limitation period is twenty years from the time the compensation became due.

Article 43d

The owner of the resale right may, within three years from the time when the compensation meant in Article 43a has become due, request from he who is liable for compensation all information necessary to safeguard payment of the compensation.

Article 43e

1. The resale right expires at the time when the copyright expires.
2. As a deviation from the first paragraph, no compensation as meant in Article 43a, first paragraph, is due to the heirs or legatees of the maker for a sale of an original work of art made before 1 January 2010.
3. By Order in Council the period meant in the second paragraph may be extended to 1 January 2012 at the latest.

Article 43f

Without prejudice to the provisions of Article 43g, this Chapter applies to originals of works of art that on 1 January 2006 were protected under national law in the field of copyright of at least one Member State of the European Union or of a State party to the Agreement on the European Economic Area of 2 May 1992.

Article 43g

1. This Chapter applies to makers of originals of works of art who:
   a. are a national of a Member State of the European Union and their successors in title;
   b. are a national of a State party to the Agreement on the European Economic Area of 2 May 1992, and their successors in title;
   c. have their habitual residence in The Netherlands, and their successors in title.
2. This Chapter further applies to makers of originals of works of art and their successors in title who are national of a State other than a Member State of the European Union or of a State party to the Agreement on the European Economic Area of 2 May 1992, for the duration and to the extent that said State permits resale right protection for makers of originals of works of art from the Member States of the European Union and of States party to the Agreement on the European Economic Area of 2 May 1992, and for their successors in title.

Article 44

[repealed as of 01-04-2006]

Article 45

[repealed as of 07-01-1973]

Chapter V Special provisions concerning film works

Article 45a

1. Film work means a work that consists of a sequence of images, with or without sound, irrespective of the manner of fixation, if it is fixed.
2. Without prejudice to the provisions of Articles 7 and 8, the makers of a film work are taken to be the natural persons who have made a contribution of a creative nature directed at the making of the film work
3. The producer of a film work is the natural or legal person responsible for the making of the film work with a view to its exploitation.

Article 45b

Where one of the makers is unwilling or unable to complete his contribution to the film work, he cannot prevent the producer from using the contribution as created for the purposes of completing the film work, unless otherwise agreed in writing. With respect to the contributed he created, he is deemed to be its maker as meant in Article 45*a*.

Article 45c

The film work is deemed completed once it is ready for showing. Unless otherwise agreed in writing, the producer decides when the film work is ready for showing.

Article 45d
Unless the makers and the producer have agreed otherwise in writing, the makers are deemed to have assigned to the producer, as from the time meant in Article 45*c,* the right to make the work public, to reproduce it within the meaning of Article 14, to subtitle it and to dub the dialogue. The above shall not apply to whoever created the music for the film work and to whoever wrote the lyrics to the music. The producer owes the makers or their successors in title fair compensation for each form of exploitation of the film work. The producer equally owes the makers or their successors in title fair compensation when he engages in a form of exploitation that did not exist or was not reasonably foreseeable at the time meant in Article 45*c,* or if he authorizes a third party to exploit the work in said form. The compensation meant in this Article shall be agreed in writing. The right to fair compensation for rental cannot be waived by the maker.

Article 45e
With respect to the film work, in addition to the rights meant in Article 25, first paragraph, sub *b*, *c* and *d*, each maker has the right to:
a. have his name mentioned on the film work in the usual manner, with mention of his capacity or the nature of his contribution to the film work;
b. claim that the part of the film meant sub *b* is also shown;
c. oppose the mentioning of his name on the film work, unless such opposition would be unreasonable.

Article 45f
Unless otherwise agreed in writing, the maker is assumed to have waived the right to oppose alterations to his contribution as meant in Article 25, first paragraph, sub *c*, to the benefit of the producer.

Article 45g
Unless otherwise agreed in writing, each maker retains the copyright in his contribution if it constitutes a work that can be separated from the film work. Unless otherwise agreed in writing, from the time meant in Article 45*c* each maker may separately make his contribution public and reproduce it, provided that he does not thereby prejudice the exploitation of the film work.

Chapter VI Special provisions concerning computer programs

Article 45h
The making public by rental of the whole or part of a work as meant in Article 10, first paragraph, sub 12°, or of a copy put into circulation by or with the consent of the right owner, is subject to authorisation by the maker or his successor in title.

Article 45i
Without prejudice to the provisions of Article 13, the act of reproduction of a work as meant in Article 10, first paragraph, sub 12°, includes the loading, displaying, running, transmission or storage, in so far as these acts necessitate the reproduction of that work.

Article 45j
Not regarded as an infringement of the copyright in a work meant in Article 10, first paragraph, sub 12° is the reproduction of a work by the lawful acquirer of a copy of said work, where this is necessary for the intended use of the work, unless otherwise agreed. The reproduction as meant in the first sentence when made in connection with loading, displaying or error correction cannot be prohibited by contract.

Article 45k
Not regarded as an infringement of the copyright in a work meant in Article 10, first paragraph, sub 12° is the reproduction of a work by the lawful user of said work which serves as a back-up copy, where this is necessary for the intended use of the work.

Article 45l

He who is entitled to perform the acts meant in Article 45*i* is also entitled, while performing them, to observe, study or test the functioning of the work concerned in order to determine the ideas and principles which underlie it.

Article 45m

1. Not regarded as an infringement of the copyright in a work as meant in Article 10, first paragraph, sub 12°, is the making of a copy and the translation of the form of its code if these acts are indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs, provided that:
   a. those acts are carried out by a person who has lawfully obtained a copy of the computer program or by a third party authorised by him;
   b. the information necessary to achieve interoperability has not previously been readily available to the persons meant sub a; and
   c. those acts are confined to the parts of the original program which are necessary in order to achieve interoperability.
2. The information obtained pursuant to first paragraph may not:
   a. be used for any other purpose than to achieve the interoperability of the independently created computer program;
   b. be given to others except where necessary for the interoperability of the independently created computer program;
   c. be used for the development, production or marketing of a computer program that cannot be regarded as a new, original work or for any other act which infringes copyright.

Article 45n

Articles 16b and 16c do not apply to works meant in Article 10, first paragraph, 12.

Chapter VII Protection of works made public after expiry of the term of protection

Article 45o

1. He who, for the first time lawfully makes public a previously unpublished work after the term of copyright protection has expired, enjoys the exclusive right referred to in Article 1.
2. The right referred to in the first paragraph expires after 25 years, calculated from 1 January of the year following that in which the work was first lawfully made public.
3. The provisions of paragraphs 1 and 2 also apply to previously unpublished works that have never been protected by copyright, the maker of which died more than 70 years ago.

Chapter VIII Transitional and final provisions

Article 46

1. With the entry into force of this Act, the Act on the regulation of copyright of 28 June 1881 (Official Gazette 124) is repealed.
2. However, Article 11 of the latter Act remains in force in respect of works and translations deposited prior to said date.

Article 47

1. This Act applies to all literary, scientific or artistic works which have been first published in the Netherlands or have been published within 30 days of its first publication in another country, either before or after this Act's entry into force, and also to all such works not published, or not thus published, the makers of which are Dutch nationals.
2. For the purposes of the application of the preceding paragraph, makers who are not Dutch nationals but who are habitually resident in the Netherlands shall be equated with Dutch nationals in respect of unpublished works or works published after the maker has become habitually resident in the Netherlands.

3. A work is published within the meaning of this Article when it has appeared in print with the consent of the maker or, in general, when the number of copies, of whatever kind, made available with the consent of the maker satisfy the reasonable requirements of the public, having regard to the nature of the work.
4. The performance of a dramatic, dramatico-musical or musical work, the showing of a film work, the recitation or broadcasting in a radio or television programme of a work and the exhibition of a work of art is not regarded as a publication.
5. With regard to works of architecture and works of visual arts constituting an integral part thereof, the construction of the work of architecture or the installation of the work of visual art is regarded as publication. 6. Without prejudice to the provisions of the preceding paragraphs, this Act applies to film works the producer of which has his seat or habitual residence in the Netherlands.

Article 47a
This Act remains in force for all works of literature, science or art that have been published for the first time by or on behalf of the maker in the Dutch East Indies prior to 27 December 1949, or in Dutch New Guinea prior to 1 October 1962.

Article 47b
1. This Act applies to the broadcasting by satellite of a work incorporated in a radio or television programme if the act meant in Article 12, paragraph 7, takes place in the Netherlands.
2. This Act also applies to the broadcasting by satellite of a work incorporated in a radio or television programme if:
   a. the act referred to in Article 12, paragraph 7, takes place in a country that is not a Member State of the European Union or a State party to the Agreement on the European Economic Area of 2 May 1992;
   b. the country where the act referred to in Article 12, paragraph 7, does not provide the level of protection provided for under chapter II of Council Directive 93/83/EEC of 27 September 1993 on the coordination of certain rules concerning copyright and rights related to copyright applicable to satellite broadcasting and cable retransmission (OJ EC L 248); and
   c. either the program-carrying signals are transmitted to the satellite from an uplink station situated in the Netherlands, or a broadcasting organization which has its principal establishment in the Netherlands has commissioned the broadcast and no use is made of an uplink station situated in a Member State of the European Union or a State party to the Agreement on the European Economic Area of 2 May 1992.

Article 48
This Act does not recognise copyright in works in which, at the time of its entry into force, copyright had expired under Articles 13 or 14 of the Act on the regulation of copyright of 28 June 1881 (Official Gazette 124) or in works in which, on said date, copyright had expired under Article 3 of the Act of 25 January 1817 on the rights exercisable in the Netherlands in respect of the printing and publication of literary and artistic works (Official Gazette 5).

Article 49
Copyright acquired under the Act on the regulation of copyright of 28 June 1881 (Official Gazette 124) and the right to copy or any right of such nature acquired under earlier legislation and maintained by the said Act shall persist after the entry into force of this Act.

Article 50
(repealed as of 07-01-1973)

Article 50a
(repealed as of 07-01-1973)

Article 50b
(repealed as of 01-08-1985)

Article 50c

1. He who prior to 1 September 1912 has published in the Netherlands or in the Dutch East Indies a reproduction of a literary, scientific or artistic work, not being a reprint of the whole or part of a work as meant in Article 10, first paragraph sub 1°, 2°, 5° or 7°, without contravening the provisions of the Act on the regulation of copyright of 28 June 1881 (Official Gazette 124) or of any treaty, does not as a result of the entry into force of this Act, lose the right to distribute and sell a reproduction published before that date and any copies subsequently made. This right passes by succession and is transmissible by assignment in whole or in part. Article 47, second paragraph, equally applies.
2. Nevertheless, upon a written application by the person who owns the copyright in the original work, the Court may either abolish in whole or in part the right provided for in the first paragraph, or award the applicant compensation for the exercise of said right, all in accordance with the provisions of the following two Articles.

Article 50d

1. An application for the abolishment of the whole or part of the right meant in Article 50*c* can only be made if a new edition of the reproduction was published after 1 November 1915. Article 47, second paragraph, equally applies.
2. The application shall be fi led with the District Court in Amsterdam before the end of the calendar year following that in which publication took place. The Clerk shall summon the parties to appear at an expedient time, to be determined by the Court. The case shall be heard in chambers.
3. The application for abolishment of this right shall only be granted if and in so far as the Court is of the opinion that the distribution and sale of the reproduction harm the moral interests of the applicant. If the application has not been made by the maker of the original work, the Court shall dismiss it if it judges it likely that the maker would have approved said publication of the reproduction. The Court shall also dismiss the application if the applicant has attempted to obtain compensation from the person exercising the right in question. The Court may dismiss the application if compared to the applicant's interest to be protected, the person exercising the right would be disproportionately injured by its abolishment. If the Court abolishes the said right, in whole or in part, it shall specify the time from which the abolition has effect.
4. In its decision the Court makes whatever provisions it deems fair in the light of the interests of both parties and third parties. The Court estimates the costs to both parties and stipulates how the costs shall be borne by them. Any Court decisions made pursuant to this Article are not subject to appeal. No Court fees are due in matters where this Article applies.

Article 50e

1. Compensation can only be awarded for the exercise of the right referred to in Article 50*c* if a new edition of the reproduction was published aft er 1 May 1915. Article 47, second paragraph, equally applies.
2. Paragraphs 2 and 4 of the preceding Article apply.

Article 50f

(repealed as op 07-01-1973)

Article 51

1. From the date on which this Article enters into force, the terms of protection provided for in this Act apply to works which were protected pursuant to national provisions on copyright on 1 July 1995 in at least one Member State of the European Union or one State party to the Agreement on the European Economic Area of 2 May 1992.
2. This Act does not have the effect of shortening the term of protection that already runs on the day before the date of entry into force of this Article.
3. This Act is without prejudice to any lawful acts of exploitation performed, and any rights acquired, before the date of entry into force of this Article.
4. He who, prior to 24 November 1993, performed lawful acts of exploitation in relation to a work, the term of protection for which had expired before the entry into force of this Article and to which this Act again applies with the entry into force of this Article, is entitled to continue such acts of exploitation with effect from the date of entry into force of this Article.

5. Until they expire, rights which are revived or extended with the entry into force of this Article belong to the person who would have been the last right owner if the said rights had not been revived or extended, unless otherwise agreed.

Article 52
This Act may be cited as the Copyright Act.

Article 53
This Act enters into force in the Kingdom in Europe on the first day of the month following that in which it is promulgated.

Mandate and order that it shall be printed in the Official Gazette and that all ministerial departments, authorities, councils and civil servants whom it concerns shall see to its precise administration.

Done at Soestdijk, the 23rd of September1912, Wilhelmina.
The Minister of Justice, E.R.H. Regout.
The Minister of Colonies, De Waal Malefijt.
Printed the fifth of October 1912, The Minister of Justice, E.R.H. Regout.