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WORLD INTELLECTUAL PROPERTY ORGANIZATION  
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## **AD HOC INFORMAL MEETING ON THE PROTECTION OF AUDIOVISUAL PERFORMANCES**

**Geneva, November 6 and 7, 2003**

INFORMATION ON EGYPT RELATING TO THE QUESTIONNAIRE TONATIONAL  
EXPERTS CONTAINED IN THE APPENDIX TO THE STUDY ON TRANSFER OF THE  
RIGHTS OF PERFORMERS TO PRODUCERS OF AUDIOVISUAL FIXATIONS  
(DOCUMENT AVP/IM/03/4)

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\* The views expressed in this study are those of the author and not necessarily those of the Member States or the Secretariat of WIPO.

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## PART I

## Substantive Rules Governing the Exercise, Ownership and Transfer of Audiovisual Performers' Rights

## I. NATURE AND EXISTENCE OF AUDIOVISUAL PERFORMERS' RIGHTS

## A. Characterization of Audiovisual Performers' Rights

1. *Does your national law characterize the contribution of audiovisual performers as coming within the scope of:*

- a. *Copyright*
- b. *Neighboring rights (explain what in your country "neighboring rights" means)*
- c. *Rights of personality*
- d. *Other (please identify and explain)*

The Egyptian Law on the Protection of Intellectual Property Rights in Book Three entitled "Copyright and Related Rights" deals with Performers' Rights in the scope of "Neighboring Rights" provisions which means, in the Egyptian Law, the rights of performers, producers of sound recordings and broadcast corporations as a new field dealt with for the first time in Egypt as prescribed in TRIPs and Rome Convention 1961.

## B. Scope of Rights Covered

1. *Do audiovisual performers enjoy exclusive economic rights?*

- a. *Fixation*
- b. *Reproduction*
- c. *Adaptation*
- d. *Distribution of copies, including by rental*
- e. *Public performance; communication to the public*
- f. *Other (please describe)*

Article (156) of the Egyptian Law on the Protection of Intellectual Property Rights stipulates the exclusive economic rights that performers enjoy. These rights are:

1. Communicate their performance to the public, authorize making available to the public, renting or lending the original fixation or copies of their performances;
2. Prevent any exploitation of their performances in any manner without their prior written authorization, including in particular fixation of such live performances on a medium, rental with purpose of making direct or indirect commercial profit, or public broadcasting of such fixations;



3. Rent or loan of the original or copies of their performances with the purpose of making direct or indirect commercial profit, regardless of the ownership of the original or rented copies;
4. Make a fixation of a performance available to the public by broadcasting, through computers or other means in such a way as to enable the individual reception at any time or place.

The provision of this article shall not apply to the fixations of performances included in audiovisual fixations, unless otherwise agreed.

That means that there is no applicability of these rights in the case of audiovisual performances and the exception is that they are permissive as per an agreement.

2. *What is the duration of performers' exclusive rights?*

According to Article (166): "Performers shall enjoy an exclusive economic right for the exploitation of their performances, as stipulated in Article (156), for a period of fifty years calculated from the date on which the performance or the recording took place, as may be the case."

3. *Do audiovisual performers enjoy moral rights?*

- a. *Attribution ("paternity")*
- b. *Integrity*
- c. *Divulcation*
- d. *Other (please describe)*

4. *What is the duration of performers' moral rights?*

According to Article (155): "Performers and their universal successors shall enjoy a moral, perpetual, inalienable and imprescriptible right to the following:

1. To be identified as the performers of live or recorded performance as such.
2. To prevent any modification, alteration or distortion of their performance.

The competent ministry shall exercise such moral rights, after expiration of the term of protection provided for in this Law, where there is no heir or successor.

5. *Do audiovisual performers have remuneration rights?*
  - a. *Are these in lieu of or together with exclusive rights? (Please explain)*
  - b. *Describe the rights to remuneration that audiovisual performers have.*

According to Article (159): “Provisions under this Law on the assignment by the author of his economic rights shall apply to holders of related rights.

Without prejudice to the exclusive rights of performers and broadcasting organization provide for in this Law, they shall only have the right to a single equitable remuneration for the direct or indirect use of phonograms published for commercial purposes of broadcasting or communication to the public, unless otherwise agreed.”

6. *Are audiovisual performers’ rights subject to mandatory collective management?*
  - a. *Which rights?*
  - b. *Which collective management associations; how do they work?*

The Egyptian Law on the Protection of Intellectual Property Rights does not stipulate the collective management neither of copyright nor of neighboring rights in general, including audiovisual performances. However, it is not forbidden, according to the Legal Egyptian System to use such mechanism through the collective management associations by means of authorization. These associations include, in particular, the Egyptian Associations of Authors, Composers and Publishers, the Egyptian Association of Scenario Authors, the Actors’ Association and the Musicians’ Association.

## II. INITIAL OWNERSHIP OF AUDIOVIUAL PERFORMERS’ RIGHTS

### A. Who is the initial owner?

1. *In your country, is the performer vested with initial ownership?*
2. *Is the performer’s employer/the audiovisual producer so vested?*
3. *Is a collective so vested?*
4. *Anyone else? Please explain.*

B. What is owned?

1. *Is the performer the owner of rights in her performance?*
2. *Is she a co-owner of rights in the entire audiovisual work to which her performance contributed?*
3. *Other ownership? Please describe.*

According to the Egyptian Law, Article (177- 1) defines the persons who shall be considered as co-authors of an audiovisual, audio or visual work. They are:

- (i) The author of the scenario or written idea for the program;
- (ii) The person who makes an adaptation of an existing literary work for an audiovisual production;
- (iii) The author of the dialogue;
- (iv) The composer of the music if composed specifically for the work;
- (v) The director who positively contributes from the intellectual point of view to the making of the work.

Also, paragraph (5) of the same Article stipulates: “Throughout the period of the agreed exploitation of the audiovisual, audio or visual work, the producer shall represent the authors of that work and their successors in any agreement for the exploitation of the said work, without prejudice to the rights of the authors of the quoted or adapted literary or musical works, and unless otherwise agreed in writing. The producer shall be considered as the publisher of such a work and shall enjoy the publisher’s rights with respect to the work and copies thereof, within the limits of its commercial exploitation.

### III. TRANSFER OF AUDIOVISUAL PERFORMERS’ RIGHTS

A. Legal provisions regarding contracts

1. *Does the copyright/neighborhood rights law, or other relevant legal norm set out rules regarding transfers of rights?*
2. *Please indicate if the rule is a rule of general contract law, or is a rule specified in the law of copyright and/or neighborhood rights.*
3. *Must the transfer be in writing?*
4. *Must the terms of the transfer be set forth in detail, e.g., as to the scope of each right and the remuneration provided?*
5. *Must the writing be signed by the performer? By the transferee?*

According to Article (159) of the Egyptian Law on the Protection of Intellectual Property Rights: “Provisions under this Law on the assignment by the author of his economic rights shall apply to holders of related rights.

Without prejudice to the exclusive rights of performers and broadcasting organization provided for in this Law, they shall only have the right to a single equitable remuneration for the direct or indirect use of phonograms published for commercial purposes of broadcasting or communication to the public, unless otherwise agreed.”

That means that this article refers to the article that regulates the provisions on the assignment by the author of his economic rights. That article is Article (149) which stipulates: “The author shall have the right to transfer to a third party all or some of his economic rights stated in this Law.

Such a transfer shall be certified in writing and contain an explicit and detailed indication of each right to be transferred with the extent and purpose of transfer and the duration and place of exploitation.

The author shall be the owner of all economic rights other than what he has explicitly assigned. Authorization by the author to exploit any of the economic rights relating to a work shall not mean authorization to exploit other economic rights relating to the same work.

Without prejudice to the moral rights of the author provided for in this Law, the author shall refrain from any act that would hamper the exploitation of the rights disposed of.”

## B. Transfer by Operation of Law

*1. Are there legal dispositions transferring either the performer’s exclusive rights, or a share of the income earned from the exercise of her exclusive rights, or from the receipt of remuneration rights?*

The same previous answer.

### *2. Expropriation*

Art. 18 of the Civil Code states that “with regard to possession, ownership and other in kind rights, the law of the site shall apply with regard to the realty, while to the movables shall apply the law of the area where these movables exist at the time of the act resulting in the acquisition or forfeiture of seisin, ownership or other corporeal rights.”

### *3. Bankruptcy*

If the bankruptcy is because of a contractual obligation, then Art. 19/1 of the Civil Code specifies that the law applicable shall be the law of the state in which the common domicile of the contracting parties exists, if they have the same domicile. In case of two different domiciles, the law of the state where the contract is concluded shall apply, unless the two

contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law.

If the bankruptcy is because of a non-contractual obligation, then the law of the state where the act generating the obligation has occurred shall apply.

If the bankrupt is a foreign judicial person (firms, associations, establishments and others), they shall, as Art. 11/2 of the Civil Code stipulates, be subject to the law of the state in which these persons have established their actual head office. However, if they exercise their main activity in Egypt, the Egyptian law shall apply.

#### 4. *Divorce; community property*

Art. 13 of the Civil Code deals with this matter. It stipulates:

“1. The law of the state to which the husband belongs at the time of contracting the marriage shall apply to the results entailed by the contraction of that marriage, including the resultant effect with regard to property and funds.

2. As to divorce, the law of the state to which the husband belongs at the time of divorce shall apply. For dissolution of marriage and separation, the law of the state to which the husband belongs at the time of instituting the case shall be applicable.”

#### 5. *Intestacy*

Art. 17 (1,2) of the Civil Code stipulates:

“1. With regard to inheritance, wills, and other disposals and acts producing posthumous results and effects, the law to which the legator, or the person effecting that act before his death was subject, shall apply.

2. However, to the form of the will and of other disposals and acts the results of which are posthumously produced shall apply the law to which the legator was subject at the time he made the will or the law of the country in which the will was written.”

### C. Irrebuttable Presumptions of Transfer

1. *Does the employment relationship between the audiovisual performer and the producer give rise to an irrebuttable transfer of the performer's rights?*

2. *What rights does the transfer cover?*

3. *If fewer than all rights, please identify and explain which rights are transferred and which are retained.*

#### D. Rebuttable Presumptions of Transfer

1. *Does the employment relationship between the audiovisual performer and the producer give rise to a rebuttable transfer of the performer's rights?*
2. *What rights does the transfer cover?*
3. *If fewer than all rights, please identify and explain which rights are transferred and which are retained.*

As mentioned above, the article that governs this matter in the Egyptian Law on Protection of Intellectual Property Rights is Article (149), paragraph (3) to which the legislator refers in Article (159) and makes its provisions applicable to the performer's transfer of his rights. In this regard, this paragraph establishes an irrebuttable presumption leading that the performer shall be the owner of all economic rights other than what he has explicitly assigned. Authorization by the author to exploit any of the economic rights relating to a work shall not mean authorization to exploit other economic rights relating to the same work.

#### E. Contract Practice

1. *If the transfer of audiovisual performers' rights is not effected by a legal presumption, are there standard contractual provisions?*
2. *Do these provisions appear in collective bargaining contracts?*
3. *In individually negotiated contracts?*
4. *What rights do these provisions transfer? Please describe.*

There are actually standard contractual provisions where according to Article (149), paragraph (2), the agreement shall be in writing and shall contain an explicit and detailed indication of each right to be transferable with the extent, purpose and the duration and place of exploitation of the transfer.

These provisions apply to collective bargaining contracts or individually negotiated contracts. It is understood that the transfer shall only apply to the economic rights.

#### F. Limitations on the Scope or Effect of Transfer

1. *Does copyright/neighboring rights law or general contract law limit the scope or effect of transfer? Please indicate which law is the source of the limitation.*

According to the Egyptian Law on the Protection of Intellectual Property Rights and to what is mentioned in Book Three entitled "Copyright and Related Rights", the provisions

concerning the author's transfer of his economic rights mentioned in Article (149) apply to the owners of neighboring rights, including performers.

According to this article, such a transfer shall be certified in writing and contain an explicit and detailed indication of each right to be transferred with the extent and purpose of transfer and the duration and place of exploitation.

The author shall be the owner of all economic rights other than what he has explicitly assigned. Authorization by the author to exploit any of the economic rights relating to a work shall not mean authorization to exploit other economic rights relating to the same work.

2. *Do these limitations concern:*

a. *Particular rights, e.g., moral rights*

The established rule is that performers' moral rights, in the same situation as the authors, are perpetual rights. Performers and their universal successors after them enjoy these rights. Such rights, as mentioned in Article (155) are inalienable and imprescribable. Then, they shall not be an object of an agreement delimiting their scope or effect.

b. *Scope of the grant, e.g., future modes of exploitation*

c. *Other (please describe)*

As I have mentioned before, the audiovisual performers cannot enjoy their exclusive economic rights and thus cannot transfer same, unless otherwise agreed as Article (156) stipulates. Accordingly, the scope of granting these rights can subject to any restriction removing, from their scope stipulated in Article (156), any right not stipulated in the agreement. The performer shall be the owner of such right where authorization by the performer to exploit any of these rights shall not mean authorization to exploit any other economic right.

3. *Do audiovisual performers enjoy a legal right to terminate transfers of rights?*

a. *Is this termination right transferable?*

b. *Waivable?*

As I mentioned above, audiovisual performers can enjoy their economic rights and thus can transfer same, as per an agreement. The Law on the Protection of Intellectual Rights, Book Three entitled "Copyright and Related Rights" only stipulates that the agreement shall be in writing and contain an explicit and detailed indication of each right to be transferred with the extent and purpose of transfer and the duration and place of exploitation so that the author shall be the owner of all his economic rights that he has not explicitly assigned. Authorization by the author to exploit any of the economic rights relating to a work shall not mean authorization to exploit other economic rights relating to the same work. Beside these rules, the agreement shall subject, as a main principle, to the rule of consent in contracts. Accordingly, if the performer comes to an agreement with the other party that the performer

will have the right to terminate or stop the rights he has transferred, or that he will have the right to transfer the assigned rights to third party, all these agreements shall be effective as the main principle is that it is lawful to agree on any matter unless it is contradictory to public order or morals. Any commanding rule stipulated in the law shall be included in public order and it is illegal to agree on what contradicts same.

## PART II

### International Private Law Rules for Determining the Law Applicable to Transfer of Audiovisual Performers' Rights

#### I. LAW APPLICABLE TO DETERMINE INITIAL OWNERSHIP OF AUDIOVISUAL PERFORMERS' RIGHTS

##### A. What country's (countries') copyright/neighbors rights law determines whether the granting performer initially owned the rights transferred:

1. *The country of origin of the audiovisual work?*

- a. *If so, how does your country's law determine what is the country of origin of the audiovisual work?*
- b. *By reference to Bern Conv. Art. 5.4?*
- c. *By reference to the country having the most significant relationship to the work's creation or dissemination?*
- d. *Other? Please describe.*

2. *The country of residence of the performers? In the event of multiple countries of residence, the country in which the majority of featured performers resides?*

3. *The country designated by (or localized to) the contract of transfer?*

4. *Each country in which the work is exploited?*

On June 2<sup>nd</sup> 2002, Egypt issued the Law No. 82/2002 concerning the Protection of Intellectual Property Rights, which stated in its Book Three, Art. No. 139 the following:

“The prescribed protection of copyright and related rights covers Egyptians and foreigners, whether natural persons or legal entities, who belong to a member country in the World Trade Organization or having such status.”



Nationals of member states comprise:

With regards to neighboring rights:

1. Performance artists where one of the following conditions has been fulfilled:
  - (One) The performance has taken place in a member country of the World Trade Organization;
  - (Two) The performance has been transcribed in sound recordings the producer of which is a national of a member country in the World Trade Organization, or if the first fixation of the sound has been done in a territory of a member country in the Organization;
  - (Three) The performance has been transmitted through a broadcasting organization whose headquarters is in a member country of the World Trade Organization, provided that the radio program has been broadcast from a transmission device also existing in the member country.
2. Producers of sound recordings if the first fixation of the sound has taken place in a member country of the Organization.
3. Broadcasting organizations whose headquarters are in a territory of a member country in the World Trade Organization, provided that the radio program has been broadcast from a transmission device also existing in a territory of a member country in the Organization.

Nationals of all member countries of the World Trade Organization shall benefit of any advantage, preference, privilege or immunity granted by any other law to nationals of any state in connection with the intellectual property rights provided for in this Chapter, unless such advantage, preference or immunity derives from:

- (One) agreements on judicial assistance or agreements on law enforcement of general nature;
- (Two) agreements in connection with the protection of intellectual property rights which came into force prior to 1<sup>st</sup> January 1995.”

The provision of Art. 139/1<sup>st</sup>/1 clarifies the country of origin of the audiovisual work. It is clear that Art. 139/1<sup>st</sup>/1 follows the principle stated in Art. 5.4 of Bern Convention.

5. *When a contract grants the right to communicate or make an audiovisual work available via a transmission from one country to another (or others), how is the substantive copyright or neighboring rights law underlying the initial ownership of the rights determined?*

- a. *with reference to the country from which the communication originates?*
- b. *or with reference to the country or countries in which the communication is received?*

According to Art. 156 (Law on the Protection of Intellectual Property Rights) which demands a contract in order to apply the exclusive economic rights to the audiovisual performers, and when such contract grants to communicate or make an audiovisual work available via a transmission from one country to another (or others), the parties have to refer, in order to underlie the initial ownership of the right determined, to the civil law, Art. 19 which states that:

*“With regard to contractual obligations, the law of the state in which the common domicile of the contracting parties exists, if they have the same domicile. In case of two different domiciles, the law of the state where the contract is concluded shall apply, unless the two contracts parties agree or it transpires from the surrounding conditions that it was intended to apply another law.”*

Thus, according to this article, the law applicable is the law of the state where the contract is concluded, and if it is Egypt, according to the substantive copyright/neighboring rights law (Book 3, Law on Protection of Intellectual Property Rights), the initial ownership of the rights determined is underlied with reference to the countries in which the communication is received.

## II. LAW APPLICABLE TO TRANSFERS OF RIGHTS

### A. Transfers by operation of law

1. *Does your country’s law or caselaw give local effect to a transfer by operation of a foreign country’s law?*

According to Art. 27 of the Civil Code: “If it is determined that a foreign law shall apply, the internal provisions thereof shall only be applicable, excluding those related to the special international law.”

So, concerning:

- a. *by expropriation*

Art. 18 of the Civil Code states that “with regard to possession, ownership and other in kind rights, the law of the site shall apply with regard to the realty, while to the movables

shall apply the law of the area where these movables exist at the time of the act resulting in the acquisition or forfeiture of possession, ownership or other corporeal rights.”

*b. bankruptcy*

If the bankruptcy is because of a contractual obligation, then Art. 19/1 of the Civil Code specifies that the law applicable shall be the law of the state where the common domicile of the contracting parties exists, if they have the same domicile. In case of two different domiciles, the law of the state where the contract is concluded shall apply, unless otherwise the two contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law.

If the bankruptcy is because of a non-contractual obligation, then the law of the state where the act generating the obligation has occurred shall apply.

If the bankrupt is a foreign judicial person (firms, associations, establishments and others), they shall, as Art. 11/2 of the Civil Code stipulates, be subject to the law of the state in which these persons have established their actual head office. However, if they exercise their main activity in Egypt, the Egyptian law shall apply.

*c. divorce; community property*

Art. 13 of the Civil Code deals with this matter. It stipulates:

“1. The law of the state to which the husband belongs at the time of contracting the marriage shall apply to the results entailed by the contraction of that marriage, including the resultant effect with regard to property and funds.

2. As to divorce, the law of the state to which the husband belongs at the time of divorce shall apply. For dissolution of marriage and separation, the law of the state to which the husband belongs at the time of instituting the case shall be applicable.”

*d. intestacy*

Art. 17 (1,2) of the Civil Code stipulates:

“1. With regard to inheritance, wills, and other disposals and acts producing posthumous results and effects, the law to which the legator, or the person effecting that act before his death was subject, shall apply.

2. However, to the form of the will and of other disposals and acts the results of which are posthumously produced shall apply the law to which the legator was subject at the time he made the will or the law of the country in which the will was written.”

B. Transfers affected by contract

1. *When a contract grants the right to communicate or make an audiovisual work available via a transmission from one country to another (or others); is the substantive copyright or neighboring rights law underlying the grant determined:*

- a. *with reference to the country from which the communication originates?*
- b. *or with reference to the country or countries in which the communication is received?*

According to Art. 156 (Law on the Protection of Intellectual Property Rights) which demands a contract in order to apply the exclusive economic rights to the audiovisual performers, and when such contract grants to communication or make an audiovisual work available via a transmission from one country to another (or others), the parties have to refer, in order to underlie the grant determined, to the civil law, Art. 19 which states that:

*“With regard to contractual obligations, the law of the state in which the common domicile of the contracting parties exists, if they have the same domicile. In case of two different domiciles, the law of the state where the contract is concluded shall apply, unless the two contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law.”*

Thus, according to this article, the law applicable is the law of the state where the contract is concluded, and if it is Egypt, according to the substantive copyright/neighboring rights law (Book 3, Law on Protection of Intellectual Property Rights). The initial ownership of the rights determined is underlied with reference to the countries in which the communication is received.

2. *What law governs issues going to the scope and extent of a transfer:*

- a. *The (single) law of the contract?*
- b. *The substantive copyright/neighboring rights laws of the countries for which the rights are granted?*

Art. 19/1 of the Civil Code stipulates:

*“With regard to contractual obligations, the law of the state in which the common domicile of the contracting parties exists, if they have the same domicile. In case of two different domiciles, the law of the state where the contract is concluded shall apply, unless the two contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law.”*

Accordingly, if the two contracting parties have two different domiciles, and the relevant law of the copyright/neighboring rights of the state where the contract is concluded deals with these matters, then it shall be applicable, unless otherwise the two contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law.

3. *What law governs issues going to the validity of the form of a transfer:*
  - a. *The (single) law of the contract?*
  - b. *The substantive copyright/neighborhood rights laws of the countries for which the rights are granted?*

Art. 20 of the Civil Code stipulates:

*“Contracts between living persons shall be subject, in terms of their form, to the law of the country in which the contracts are concluded. They may as well be subject to the law applicable to their substantive provisions. They may also be subject to the law to which the domicile of the contracting parties is subject, or to their common national law.”*

Accordingly, if the contracting occurs to transfer rights in Egypt, the Egyptian law shall be applicable. If the contracting occurs abroad, the law of the state where the contract is concluded shall be applicable. In this case, the law of that foreign country specifies which internal law from among its laws shall be applicable. If the substantive law of copyright/neighborhood laws includes provisions dealing with the validity of the form of a transfer, such provisions shall be applicable. In the case of the Egyptian Law, Art. 149 of the Law on the Protection of Intellectual Property Rights mentioned before stipulates, for the validity of the disposition, that such disposition shall be in writing ... etc. (Please see Art. 149). But if the substantive law does not include such provisions, the law of contract shall apply. It is often the Civil Code that governs such matters.

### C. The Role of Mandatory Rules and Order Public

1. *Do mandatory rules (lois de police) automatically apply local law to local exploitations made under a foreign contract?*

According to Art. 19/1 of the Civil Code mentioned above, if the law of the foreign country is the applicable law as it is the law of the country where the contract is concluded, such law shall govern the local exploitation, unless otherwise the two contracting parties agree or it transpires from the surrounding conditions that it was intended to apply another law; for instance, the local law.

2. *Describe the instances in which mandatory rules apply to transfers of rights by audiovisual performers.*

As it was mentioned before in Part I of this questionnaire, the audiovisual performer shall have the right to transfer to a third party all or some of the economic rights stated in the law on the Protection of Intellectual Property Rights. Such a transfer shall be certified in writing and contain an explicit and detailed indication of each right to be transferred with the extent and purpose of transfer and the duration and place of exploitation.

So, the audiovisual performer shall be the owner of all economic rights other than what he has explicitly assigned and any authorization by him to exploit any of the economic rights

relating to a work shall not mean authorization to exploit other economic rights relating to the same work.

It is quite clear that all what is mentioned above are mandatory rules that ought to be applied to transfers of rights by audiovisual performers.

3. *Do local courts, having initially identified the applicability of the law of the foreign contract, nonetheless apply local law on grounds of public policy/order public?*

According to Art. 28 of the Civil Code, “The provisions of a foreign law shall not be applicable if these provisions contradict the public order of ethics in Egypt.”

Accordingly, the national courts abstain from applying the foreign law if its provisions, all or some, contradict the public order in Egypt. They may not abstain from applying any of the foreign law provisions for any other reason. They may not, as well, have an argument if the foreign law provisions are not actually contradictory to the public order.

4. *Describe the instances in which the order public exception applies to invalidate transfers of rights by audiovisual performers*

First: As to establishing a transfer, the scope of the right to be transferred with the extent and purpose of transfer and the duration and place of exploitation, and not considering authorization by the author to exploit any of the economic rights relating to a work an authorization to exploit other economic rights relating to the same work, all that shall be certified in writing.

Second: As to the subject-matter of the transfer itself (i.e. the content of the material to be transmitted or fixed) and its observance of the values, customs and traditions of the Egyptian society based on tolerance and the acceptance of others and non-discrimination among human beings because of color, race, religion or belief, and respect all beliefs and religions.

There is no need to assure that all we mentioned is just examples, as it is too difficult to define the Public Order (as being a constitutional principle). On studying the matter, we can only give examples as the Public Order has no specified definition.

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