

Moral rights and performers rights

Moral rights

Authors and directors have certain "moral rights" in addition to the economic rights provided under the [Act](#). These rights include:

- The right to be identified as the author of a work (the right of attribution);
- The right to object to derogatory treatment of the work (the right of integrity); and
- The right not to have a work falsely attributed to them.

Moral rights cannot be assigned to another person except upon the death of the author.

Performers' rights

Performers' rights are a type of intellectual property right known as a "neighbouring" or "related" right as they neighbour or are related to copyright (but arise independently from any copyright that may exist in the work itself that is the subject of a performance).

Performers' rights are provided for in Part IX of the [Act](#). The Act provides performers with certain limited rights to control the exploitation of their performances where they have not given consent to that exploitation. Protected performances are defined in the Act by reference to the traditional categories of works protected by copyright, including dramatic performances, musical performances, readings and recitations of literary works and performances of a variety act.

Performances by students or staff of an educational establishment; news reading or other information delivery; sporting activities; and participation in a performance by members of an audience are excluded.

Performers' rights are infringed if a performance, or a substantial part of a performance, is exploited without the performer's consent. The Act distinguishes between the exploitation of "live performances" and performances that have been embodied in audio-visual media such as sound recording and films. A number of acts constitute infringement of a performer's rights in live performances including the recording, broadcast or inclusion in a cable programme of a live performance. A performer's rights are also infringed when a recording of a performance that has been made without the performer's consent is broadcast, shown, played, copied, imported or sold.

Performers' rights arise in respect of each performance. The first owner of a performance is always the individual performer. There is no concept of group ownership in the Act and members of a group do not have collective rights in a group's performance.

There is no provision for the assignment of performers' rights. In practice, producers require performers to consent to the exploitation of their performances. Where consent is obtained, a producer will be in much the same position as he or she would have been if a performer had transferred those rights by assignment.

The term of protection provided to performers is fifty years from the end of the calendar year in which the performance takes place.