

(iii) 對歐洲共同體，如果其在本條約根據第29條生效後交存批准書或加入書，則自交存此種文書後滿三個月起，或如果其在本條約生效前交存批准書或加入書，則自本條約生效後滿三個月起；

(iv) 對被接納成為本條約締約方的任何其他政府間組織，自該組織交存加入書後滿三個月起。

第31條

退約

本條約的任何締約方均可退出本條約，退約應通知本組織總幹事。任何退約應於本組織總幹事收到通知之日起一年後生效。

第32條

本條約的語文

(1) 本條約的簽字原件應為一份，以英文、阿拉伯文、中文、法文、俄文和西班牙文簽署，各該文種的文本具有同等效力。

(2) 除本條第(1)款提到的語文外，任何其他語文的正式文本須由總幹事應有關當事方請求，在與所有有關當事方磋商之後制定。在本款中，“有關當事方”係指涉及到其正式語文或正式語文之一的本組織任何成員國，並且如果涉及到其正式語文之一，亦指歐洲共同體和可成為本條約締約方的任何其他政府間組織。

第33條

保存人

本組織總幹事為本條約的保存人。

第 43/2013 號行政長官公告

中華人民共和國於二零一三年八月二日通知世界知識產權組織總幹事，一九九六年十二月二十日在日內瓦通過的《世界知識產權組織版權條約》（下稱“條約”）適用於中華人民共和國澳門特別行政區。

世界知識產權組織總幹事於二零一三年八月六日以照會確認，條約自二零一三年十一月六日起在中華人民共和國澳門特別行政區生效。

(iii) the European Community, from the expiration of three months after the deposit of its instrument of ratification or accession if such instrument has been deposited after the entry into force of this Treaty according to Article 29, or, three months after the entry into force of this Treaty if such instrument has been deposited before the entry into force of this Treaty;

(iv) any other intergovernmental organization that is admitted to become party to this Treaty, from the expiration of three months after the deposit of its instrument of accession.

Article 31

Denunciation of the Treaty

This Treaty may be denounced by any Contracting Party by notification addressed to the Director General of WIPO. Any denunciation shall take effect one year from the date on which the Director General of WIPO received the notification.

Article 32

Languages of the Treaty

(1) This Treaty is signed in a single original in English, Arabic, Chinese, French, Russian and Spanish languages, the versions in all these languages being equally authentic.

(2) An official text in any language other than those referred to in paragraph (1) shall be established by the Director General of WIPO on the request of an interested party, after consultation with all the interested parties. For the purposes of this paragraph, “interested party” means any Member State of WIPO whose official language, or one of whose official languages, is involved and the European Community, and any other intergovernmental organization that may become party to this Treaty, if one of its official languages is involved.

Article 33

Depositary

The Director General of WIPO is the depositary of this Treaty.

Aviso do Chefe do Executivo n.º 43/2013

Considerando que a República Popular da China notificou, em 2 de Agosto de 2013, o Director-Geral da Organização Mundial da Propriedade Intelectual (OMPI) sobre a aplicação na Região Administrativa Especial de Macau da República Popular da China do Tratado da Organização Mundial da Propriedade Intelectual sobre Direito de Autor, adoptado em Genebra em 20 de Dezembro de 1996 (doravante designado por «Tratado»);

Considerando ainda que o Director-Geral da OMPI confirmou, por nota datada de 6 de Agosto de 2013, a aplicação do referido Tratado na Região Administrativa Especial de Macau da República Popular da China com efeitos a partir de 6 de Novembro de 2013.

基於此，行政長官根據澳門特別行政區第3/1999號法律第六條第一款的規定，命令公佈上述條約的中文及英文正式文本。

二零一三年十二月十一日發佈。

行政長官 崔世安

世界知識產權組織版權條約
(WCT)*
(1996年12月20日在日內瓦通過)

序言

締約各方，

出於以儘可能有效和一致的方式發展和維護保護作者對其文學和藝術作品之權利的願望，

承認有必要採用新的國際規則並澄清對某些現有規則的解釋，以提供解決由經濟、社會、文化和技術發展新形勢所提出的問題的適當辦法，

承認信息與通信技術的發展和交匯對文學和藝術作品的創作與使用的深刻影響，

強調版權保護作為文學和藝術創作促進因素的重要意義，

承認有必要按《伯爾尼公約》所反映的保持作者的權利與廣大公眾的利益尤其是教育、研究和獲得信息的利益之間的平衡，

達成協議如下：

第1條
與《伯爾尼公約》的關係

(1) 對於屬《保護文學和藝術作品伯爾尼公約》所建聯盟之成員國的締約方而言，本條約係該公約第20條意義下的專門協定。本條約不得與除《伯爾尼公約》以外的條約有任何關聯，亦不得損害依任何其他條約的任何權利和義務。

(2) 本條約的任何內容均不得減損締約方相互之間依照《保護文學和藝術作品伯爾尼公約》已承擔的現有義務。

(3) “《伯爾尼公約》”以下係指《保護文學和藝術作品伯爾尼公約》1971年7月24日的巴黎文本。

* (通過本條約的) 外交會議關於WCT若干條款的議定聲明在各有關條款下以腳註形式印出。

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 da Região Administrativa Especial de Macau, o referido Tratado, nos seus textos autênticos em línguas chinesa e inglesa.

Promulgado em 11 de Dezembro de 2013.

O Chefe do Executivo, *Chui Sai On*.

WIPO Copyright Treaty
(WCT)*
(adopted in Geneva on December 20, 1996)

Preamble

The Contracting Parties,

Desiring to develop and maintain the protection of the rights of authors in their literary and artistic works in a manner as effective and uniform as possible,

Recognizing the need to introduce new international rules and clarify the interpretation of certain existing rules in order to provide adequate solutions to the questions raised by new economic, social, cultural and technological developments,

Recognizing the profound impact of the development and convergence of information and communication technologies on the creation and use of literary and artistic works,

Emphasizing the outstanding significance of copyright protection as an incentive for literary and artistic creation,

Recognizing the need to maintain a balance between the rights of authors and the larger public interest, particularly education, research and access to information, as reflected in the Berne Convention,

Have agreed as follows:

Article 1

Relation to the Berne Convention

(1) This Treaty is a special agreement within the meaning of Article 20 of the Berne Convention for the Protection of Literary and Artistic Works, as regards Contracting Parties that are countries of the Union established by that Convention. This Treaty shall not have any connection with treaties other than the Berne Convention, nor shall it prejudice any rights and obligations under any other treaties.

(2) Nothing in this Treaty shall derogate from existing obligations that Contracting Parties have to each other under the Berne Convention for the Protection of Literary and Artistic Works.

(3) Hereinafter, “Berne Convention” shall refer to the Paris Act of July 24, 1971, of the Berne Convention for the Protection of Literary and Artistic Works.

* Note: The agreed statements of the Diplomatic Conference that adopted the Treaty (WIPO Diplomatic Conference on Certain Copyright and Neighboring Rights Questions) concerning certain provisions of the WCT are reproduced in endnotes below.

(4) 締約各方應遵守《伯爾尼公約》第1至21條和附件的規定。¹

第2條

版權保護的範圍

版權保護延及表達，而不延及思想、過程、操作方法或數學概念本身。

第3條

對《伯爾尼公約》第2至6條的適用

締約各方對於本條約所規定的保護應比照適用《伯爾尼公約》第2至6條的規定。²

第4條

計算機程序

計算機程序作為《伯爾尼公約》第2條意義下的文學作品受到保護。此種保護適用於各計算機程序，而無論其表達方式或表達形式如何。³

第5條

數據彙編（數據庫）

數據或其他資料的彙編，無論採用任何形式，只要由於其內容的選擇或排列構成智力創作，其本身即受到保護。這種保護不

¹ 關於第1條第(4)款的議定聲明：《伯爾尼公約》第9條所規定的複製權及其所允許的例外，完全適用於數字環境，尤其是以數字形式使用作品的情況。不言而喻，在電子媒體中以數字形式存儲受保護的作品，構成《伯爾尼公約》第9條意義下的複製。

² 關於第3條的議定聲明：不言而喻，在適用本條約第3條時，《伯爾尼公約》第2至6條中的“本聯盟成員國”，在把《伯爾尼公約》的這些條款適用於本條約所規定的保護中，將被視為如同係指本條約的締約方。另外，不言而喻，《伯爾尼公約》這些條款中的“非本聯盟成員國”，在同樣的情況下，應被視為如同係指非本條約締約方的國家，《伯爾尼公約》第2條第(8)款、第2條之二第(2)款、第3、4和5條中的“本公約”，將被視為如同係指《伯爾尼公約》和本條約。最後，不言而喻，《伯爾尼公約》第3至6條中所指的“本聯盟成員國之一的國民”，在把這些條款適用於本條約時，對於係本條約締約方的政府間組織，指係該組織成員的國家之一的國民。

³ 關於第4條的議定聲明：按第2條的解釋，依本條約第4條規定的計算機程序保護的範圍，與《伯爾尼公約》第2條的規定一致，並與TRIPS協定的有關規定相同。

(4) Contracting Parties shall comply with Articles 1 to 21 and the Appendix of the Berne Convention.¹

Article 2

Scope of Copyright Protection

Copyright protection extends to expressions and not to ideas, procedures, methods of operation or mathematical concepts as such.

Article 3

Application of Articles 2 to 6 of the Berne Convention

Contracting Parties shall apply *mutatis mutandis* the provisions of Articles 2 to 6 of the Berne Convention in respect of the protection provided for in this Treaty.²

Article 4

Computer Programs

Computer programs are protected as literary works within the meaning of Article 2 of the Berne Convention. Such protection applies to computer programs, whatever may be the mode or form of their expression.³

Article 5

Compilations of Data (Databases)

Compilations of data or other material, in any form, which by reason of the selection or arrangement of their contents constitute intellectual creations, are protected as such. This

¹ *Agreed statement concerning Article 1(4)*: The reproduction right, as set out in Article 9 of the Berne Convention, and the exceptions permitted thereunder, fully apply in the digital environment, in particular to the use of works in digital form. It is understood that the storage of a protected work in digital form in an electronic medium constitutes a reproduction within the meaning of Article 9 of the Berne Convention.

² *Agreed statement concerning Article 3*: It is understood that, in applying Article 3 of this Treaty, the expression “country of the Union” in Articles 2 to 6 of the Berne Convention will be read as if it were a reference to a Contracting Party to this Treaty, in the application of those Berne Articles in respect of protection provided for in this Treaty. It is also understood that the expression “country outside the Union” in those Articles in the Berne Convention will, in the same circumstances, be read as if it were a reference to a country that is not a Contracting Party to this Treaty, and that “this Convention” in Articles 2(8), 2bis(2), 3, 4 and 5 of the Berne Convention will be read as if it were a reference to the Berne Convention and this Treaty. Finally, it is understood that a reference in Articles 3 to 6 of the Berne Convention to a “national of one of the countries of the Union” will, when these Articles are applied to this Treaty, mean, in regard to an intergovernmental organization that is a Contracting Party to this Treaty, a national of one of the countries that is member of that organization.

³ *Agreed statement concerning Article 4*: The scope of protection for computer programs under Article 4 of this Treaty, read with Article 2, is consistent with Article 2 of the Berne Convention and on a par with the relevant provisions of the TRIPS Agreement.

延及數據或資料本身，亦不損害彙編中的數據或資料已存在的任何版權。⁴

第6條 發行權

(1) 文學和藝術作品的作者應享有授權通過銷售或其他所有權轉讓形式向公眾提供其作品原件或複製品的專有權。

(2) 對於在作品的原件或複製品經作者授權被首次銷售或其他所有權轉讓之後適用本條第(1)款中權利的用盡所依據的條件(如有此種條件)，本條約的任何內容均不得影響締約各方確定該條件的自由。⁵

第7條 出租權

(1) (i) 計算機程序、

(ii) 電影作品、和

(iii) 按締約各方國內法的規定，以錄音製品體現的作品的作者，應享有授權將其作品的原件或複製品向公眾進行商業性出租的專有權。

(2) 本條第(1)款不得適用於：

(i) 程序本身並非出租主要對象的計算機程序；和

(ii) 電影作品，除非此種商業性出租已導致對此種作品的廣泛複製，從而嚴重地損害了複製專有權。

(3) 儘管有本條第(1)款的規定，任何締約方如在1994年4月15日已有且現仍實行作者出租其以錄音製品體現的作品的複製品獲得合理報酬的制度，只要以錄音製品體現的作品的商業

protection does not extend to the data or the material itself and is without prejudice to any copyright subsisting in the data or material contained in the compilation.⁴

Article 6

Right of Distribution

(1) 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.

(2) Nothing in this Treaty shall affect the freedom of Contracting Parties to determine the conditions, if any, under which the exhaustion of the right in paragraph (1) applies after the first sale or other transfer of ownership of the original or a copy of the work with the authorization of the author.⁵

Article 7

Right of Rental

(1) Authors of

(i) computer programs;

(ii) cinematographic works; and

(iii) works embodied in phonograms, as determined in the national law of Contracting Parties,

shall enjoy the exclusive right of authorizing commercial rental to the public of the originals or copies of their works.

(2) Paragraph (1) shall not apply

(i) in the case of computer programs, where the program itself is not the essential object of the rental; and

(ii) in the case of cinematographic works, unless such commercial rental has led to widespread copying of such works materially impairing the exclusive right of reproduction.

(3) Notwithstanding the provisions of paragraph (1), a Contracting Party that, on April 15, 1994, had and continues to have in force a system of equitable remuneration of authors for the rental of copies of their works embodied in phonograms may maintain that system provided that the commercial rental of works embodied in phonograms is not giving rise to the

⁴ 關於第5條的議定聲明：按第2條的解釋，依本條約第5條規定的數據彙編（數據庫）保護的範圍，與《伯爾尼公約》第2條的規定一致，並與TRIPS協定的有關規定相同。

⁵ 關於第6和7條的議定聲明：該兩條中的用語“複製品”和“原件和複製品”，受該兩條中發行權和出租權的約束，專指可作為有形物品投放流通的固定的複製品。

⁴ *Agreed statement concerning Article 5*: The scope of protection for compilations of data (databases) under Article 5 of this Treaty, read with Article 2, is consistent with Article 2 of the Berne Convention and on a par with the relevant provisions of the TRIPS Agreement.

⁵ *Agreed statement concerning Articles 6 and 7*: As used in these Articles, the expressions “copies” and “original and copies,” being subject to the right of distribution and the right of rental under the said Articles, refer exclusively to fixed copies that can be put into circulation as tangible objects.

性出租沒有引起對作者複製專有權的嚴重損害，即可保留這一制度。^{6,7}

第8條

向公眾傳播的權利

在不損害《伯爾尼公約》第11條第(1)款第(ii)目、第11條之二第(1)款第(i)和(ii)目、第11條之三第(1)款第(ii)目、第14條第(1)款第(ii)目和第14條之二第(1)款的規定的情況下，文學和藝術作品的作者應享有專有權，以授權將其作品以有線或無線方式向公眾傳播，包括將其作品向公眾提供，使公眾中的成員在其個人選定的地點和時間可獲得這些作品。⁸

第9條

攝影作品的保護期限

對於攝影作品，締約各方不得適用《伯爾尼公約》第7條第(4)款的規定。

第10條

限制與例外

(1) 締約各方在某些不與作品的正常利用相抵觸、也不無理地損害作者合法利益的特殊情況下，可在其國內立法中對依本條約授予文學和藝術作品作者的權利規定限制或例外。

(2) 締約各方在適用《伯爾尼公約》時，應將對該公約所規定權利的任何限制或例外限於某些不與作品的正常利用相抵觸、也不無理地損害作者合法利益的特殊情況。⁹

⁶ 關於第6和7條的議定聲明：該兩條中的用語“複製品”和“原件和複製品”，受該兩條中發行權和出租權的約束，專指可作為有形物品投放流通的固定的複製品。

⁷ 關於第7條的議定聲明：不言而喻，第7條第(1)款規定的義務不要求締約方對依照該締約方法律未授予其對錄音製品權利的作者規定商業性出租的專有權。這一義務應被理解為與TRIPS協定第14條第(4)款相一致。

⁸ 關於第8條的議定聲明：不言而喻，僅僅為促成或進行傳播提供實物設施不致構成本條約或《伯爾尼公約》意義下的傳播。並且，第8條中的任何內容均不得理解為阻止締約方適用第11條之二第(2)款。

⁹ 關於第10條的議定聲明：不言而喻，第10條的規定允許締約各方將其國內法中依《伯爾尼公約》被認為可接受的限制與例外繼續適用並適當地延伸到數字環境中。同樣，這些規定應被理解為允許締約方制定對數字網絡環境適宜的新的例外與限制。

另外，不言而喻，第10條第(2)款既不縮小也不延伸由《伯爾尼公約》所允許的限制與例外的可適用性範圍。

material impairment of the exclusive right of reproduction of authors.^{6,7}

Article 8

Right of Communication to the Public

Without prejudice to the provisions of Articles 11(1)(ii), 11bis(1)(i) and (ii), 11ter(1)(ii), 14(1)(ii) and 14bis(1) of the Berne Convention, authors of literary and artistic works shall enjoy the exclusive right of authorizing any communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access these works from a place and at a time individually chosen by them.⁸

Article 9

Duration of the Protection of Photographic Works

In respect of photographic works, the Contracting Parties shall not apply the provisions of Article 7(4) of the Berne Convention.

Article 10

Limitations and Exceptions

(1) Contracting Parties may, in their national legislation, provide for limitations of or exceptions to the rights granted to authors of literary and artistic works under this Treaty in certain special cases that do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the author.

(2) Contracting Parties shall, when applying the Berne Convention, confine any limitations of or exceptions to rights provided for therein to certain special cases that do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the author.⁹

⁶ *Agreed statement concerning Articles 6 and 7:* As used in these Articles, the expressions “copies” and “original and copies,” being subject to the right of distribution and the right of rental under the said Articles, refer exclusively to fixed copies that can be put into circulation as tangible objects.

⁷ *Agreed statement concerning Article 7:* It is understood that the obligation under Article 7(1) does not require a Contracting Party to provide an exclusive right of commercial rental to authors who, under that Contracting Party’s law, are not granted rights in respect of phonograms. It is understood that this obligation is consistent with Article 14(4) of the TRIPS Agreement.

⁸ *Agreed statement concerning Article 8:* It is understood that the mere provision of physical facilities for enabling or making a communication does not in itself amount to communication within the meaning of this Treaty or the Berne Convention. It is further understood that nothing in Article 8 precludes a Contracting Party from applying Article 11bis(2).

⁹ *Agreed statement concerning Article 10:* It is understood that the provisions of Article 10 permit Contracting Parties to carry forward and appropriately extend into the digital environment limitations and exceptions in their national laws which have been considered acceptable under the Berne Convention. Similarly, these provisions should be understood to permit Contracting Parties to devise new exceptions and limitations that are appropriate in the digital network environment.

It is also understood that Article 10(2) neither reduces nor extends the scope of applicability of the limitations and exceptions permitted by the Berne Convention.

第11條

關於技術措施的義務

締約各方應規定適當的法律保護和有效的法律補救辦法，制止規避由作者為行使本條約或《伯爾尼公約》所規定的權利而使用的、對就其作品進行未經該有關作者許可或未由法律准許的行為加以約束的有效技術措施。

第12條

關於權利管理信息的義務

(1) 締約各方應規定適當和有效的法律補救辦法，制止任何人明知、或就民事補救而言有合理根據知道其行為會誘使、促成、便利或包庇對本條約或《伯爾尼公約》所涵蓋的任何權利的侵犯而故意從事以下行為：

(i) 未經許可去除或改變任何權利管理的電子信息；

(ii) 未經許可發行、為發行目的進口、廣播、或向公眾傳播明知已被未經許可去除或改變權利管理電子信息的作品或作品的複製品。

(2) 本條中的用語“權利管理信息”係指識別作品、作品的作者、對作品擁有任何權利的所有人的信息，或有關作品使用的條款和條件的信息，和代表此種信息的任何數字或代碼，各該項信息均附於作品的每件複製品上或在作品向公眾進行傳播時出現。¹⁰

第13條

適用的時限

締約各方應將《伯爾尼公約》第18條的規定適用於本條約所規定的一切保護。

第14條

關於權利行使的條款

(1) 締約各方承諾根據其法律制度採取必要措施，以確保本條約的適用。

¹⁰ 關於第12條的議定聲明：不言而喻，“對本條約或《伯爾尼公約》所涵蓋的任何權利的侵犯”的提法既包括專有權，也包括獲得報酬的權利。

此外，不言而喻，締約各方不會依賴本條來制定或實施要求履行為《伯爾尼公約》或本條約所不允許的手續的權利管理制度，從而阻止商品的自由流通或妨礙享有依本條約規定的權利。

Article 11

Obligations concerning Technological Measures

Contracting Parties shall provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that are used by authors in connection with the exercise of their rights under this Treaty or the Berne Convention and that restrict acts, in respect of their works, which are not authorized by the authors concerned or permitted by law.

Article 12

Obligations concerning Rights Management Information

(1) Contracting Parties shall provide adequate and effective legal remedies against any person knowingly performing any of the following acts knowing, or with respect to civil remedies having reasonable grounds to know, that it will induce, enable, facilitate or conceal an infringement of any right covered by this Treaty or the Berne Convention:

(i) to remove or alter any electronic rights management information without authority;

(ii) to distribute, import for distribution, broadcast or communicate to the public, without authority, works or copies of works knowing that electronic rights management information has been removed or altered without authority.

(2) As used in this Article, “rights management information” means information which identifies the work, the author of the work, the owner of any right in the work, or information about the terms and conditions of use of the work, and any numbers or codes that represent such information, when any of these items of information is attached to a copy of a work or appears in connection with the communication of a work to the public.¹⁰

Article 13

Application in Time

Contracting Parties shall apply the provisions of Article 18 of the Berne Convention to all protection provided for in this Treaty.

Article 14

Provisions on Enforcement of Rights

(1) Contracting Parties undertake to adopt, in accordance with their legal systems, the measures necessary to ensure the application of this Treaty.

¹⁰ *Agreed statement concerning Article 12:* It is understood that the reference to “infringement of any right covered by this Treaty or the Berne Convention” includes both exclusive rights and rights of remuneration.

It is further understood that Contracting Parties will not rely on this Article to devise or implement rights management systems that would have the effect of imposing formalities which are not permitted under the Berne Convention or this Treaty, prohibiting the free movement of goods or impeding the enjoyment of rights under this Treaty.

(2) 締約各方應確保依照其法律可以提供執法程序，以便能採取制止對本條約所涵蓋權利的任何侵犯行為的有效行動，包括防止侵權的快速補救和為遏制進一步侵權的補救。

第15條
大會

(1) (a) 締約方應設大會。

(b) 每一締約方應有一名代表，該代表可由副代表、顧問和專家協助。

(c) 各代表團的費用應由指派它的締約方負擔。大會可要求世界知識產權組織（以下稱為“本組織”）提供財政援助，以便利按照聯合國大會既定慣例認為是發展中國家或向市場經濟轉軌的國家的締約方代表團參加。

(2) (a) 大會應處理涉及維護和發展本條約及適用和實施本條約的事項。

(b) 大會應履行依第17條第(2)款向其指定的關於接納某些政府間組織成為本條約締約方的職能。

(c) 大會應對召開任何修訂本條約的外交會議作出決定，並給予本組織總幹事籌備此種外交會議的必要指示。

(3) (a) 凡屬國家的每一締約方應有一票，並應只能以其自己的名義表決。

(b) 凡屬政府間組織的締約方可代替其成員國參加表決，其票數與其屬本條約締約方的成員國數目相等。如果此種政府間組織的任何一個成員國行使其表決權，則該組織不得參加表決，反之亦然。

(4) 大會應每兩年召開一次例會，由本組織總幹事召集。

(5) 大會應制定其本身的議事規則，其中包括特別會議的召集、法定人數的要求及在不違反本條約規定的前提下作出各種決定所需的多數。

第16條
國際局

本組織的國際局應履行與本條約有關的行政工作。

第17條
成為本條約締約方的資格

(1) 本組織的任何成員國均可成為本條約的締約方。

(2) Contracting Parties shall ensure that enforcement procedures are available under their law so as to permit effective action against any act of infringement of rights covered by this Treaty, including expeditious remedies to prevent infringements and remedies which constitute a deterrent to further infringements.

Article 15
Assembly

(1) (a) The Contracting Parties shall have an Assembly.

(b) Each Contracting Party shall be represented by one delegate who may be assisted by alternate delegates, advisors and experts.

(c) The expenses of each delegation shall be borne by the Contracting Party that has appointed the delegation. The Assembly may ask the World Intellectual Property Organization (hereinafter referred to as “WIPO”) to grant financial assistance to facilitate the participation of delegations of Contracting Parties that are regarded as developing countries in conformity with the established practice of the General Assembly of the United Nations or that are countries in transition to a market economy.

(2) (a) The Assembly shall deal with matters concerning the maintenance and development of this Treaty and the application and operation of this Treaty.

(b) The Assembly shall perform the function allocated to it under Article 17(2) in respect of the admission of certain intergovernmental organizations to become party to this Treaty.

(c) The Assembly shall decide the convocation of any diplomatic conference for the revision of this Treaty and give the necessary instructions to the Director General of WIPO for the preparation of such diplomatic conference.

(3) (a) Each Contracting Party that is a State shall have one vote and shall vote only in its own name.

(b) Any Contracting Party that is an intergovernmental organization may participate in the vote, in place of its Member States, with a number of votes equal to the number of its Member States which are party to this Treaty. No such intergovernmental organization shall participate in the vote if any one of its Member States exercises its right to vote and *vice versa*.

(4) The Assembly shall meet in ordinary session once every two years upon convocation by the Director General of WIPO.

(5) The Assembly shall establish its own rules of procedure, including the convocation of extraordinary sessions, the requirements of a quorum and, subject to the provisions of this Treaty, the required majority for various kinds of decisions.

Article 16
International Bureau

The International Bureau of WIPO shall perform the administrative tasks concerning the Treaty.

Article 17
Eligibility for Becoming Party to the Treaty

(1) Any Member State of WIPO may become party to this Treaty.

(2) 如果任何政府間組織聲明其對於本條約涵蓋的事項具有權限和具有約束其所有成員國的立法，並聲明其根據其內部程序被正式授權要求成為本條約的締約方，大會可決定接納該政府間組織成為本條約的締約方。

(3) 歐洲共同體在通過本條約的外交會議上做出上款提及的聲明後，可成為本條約的締約方。

第18條

本條約規定的權利和義務

除本條約有任何相反的具體規定以外，每一締約方均應享有本條約規定的一切權利並承擔本條約規定的一切義務。

第19條

本條約的簽署

本條約應在1997年12月31日以前開放供本組織的任何成員國和歐洲共同體簽署。

第20條

本條約的生效

本條約應於30個國家向本組織總幹事交存批准書或加入書三個月之後生效。

第21條

成為本條約締約方的生效日期

本條約應自下列日期起具有約束力：

- (i) 對第20條提到的30個國家，自本條約生效之日起；
- (ii) 對其他各國，自該國向本組織總幹事交存文書之日滿三個月起；
- (iii) 對歐洲共同體，如果其在本條約根據第20條生效後交存批准書或加入書，則自交存此種文書後滿三個月起，或如果其在本條約生效前交存批准書或加入書，則自本條約生效後滿三個月起；
- (iv) 對被接納成為本條約締約方的任何其他政府間組織，自該組織交存加入書後滿三個月起。

第22條

本條約不得有保留

本條約不允許有任何保留。

(2) The Assembly may decide to admit any intergovernmental organization to become party to this Treaty which declares that it is competent in respect of, and has its own legislation binding on all its Member States on, matters covered by this Treaty and that it has been duly authorized, in accordance with its internal procedures, to become party to this Treaty.

(3) The European Community, having made the declaration referred to in the preceding paragraph in the Diplomatic Conference that has adopted this Treaty, may become party to this Treaty.

Article 18

Rights and Obligations under the Treaty

Subject to any specific provisions to the contrary in this Treaty, each Contracting Party shall enjoy all of the rights and assume all of the obligations under this Treaty.

Article 19

Signature of the Treaty

This Treaty shall be open for signature until December 31, 1997, by any Member State of WIPO and by the European Community.

Article 20

Entry into Force of the Treaty

This Treaty shall enter into force three months after 30 instruments of ratification or accession by States have been deposited with the Director General of WIPO.

Article 21

Effective Date of Becoming Party to the Treaty

This Treaty shall bind:

- (i) the 30 States referred to in Article 20, from the date on which this Treaty has entered into force;
- (ii) each other State, from the expiration of three months from the date on which the State has deposited its instrument with the Director General of WIPO;
- (iii) the European Community, from the expiration of three months after the deposit of its instrument of ratification or accession if such instrument has been deposited after the entry into force of this Treaty according to Article 20, or, three months after the entry into force of this Treaty if such instrument has been deposited before the entry into force of this Treaty;
- (iv) any other intergovernmental organization that is admitted to become party to this Treaty, from the expiration of three months after the deposit of its instrument of accession.

Article 22

No Reservations to the Treaty

No reservation to this Treaty shall be admitted.

第23條

退約

Article 23

Denunciation of the Treaty

本條約的任何締約方均可退出本條約，退約應通知本組織總幹事。任何退約應於本組織總幹事收到通知之日起一年後生效。

This Treaty may be denounced by any Contracting Party by notification addressed to the Director General of WIPO. Any denunciation shall take effect one year from the date on which the Director General of WIPO received the notification.

第24條

本條約的語文

Article 24

Languages of the Treaty

(1) 本條約的簽字原件應為一份，以英文、阿拉伯文、中文、法文、俄文和西班牙文簽署，各該文種的文本具有同等效力。

(1) This Treaty is signed in a single original in English, Arabic, Chinese, French, Russian and Spanish languages, the versions in all these languages being equally authentic.

(2) 除本條第(1)款提到的語文外，任何其他語文的正式文本須由總幹事應有關當事方請求，在與所有有關當事方磋商之後制定。在本款中，“有關當事方”係指涉及到其正式語文或正式語文之一的本組織任何成員國，並且如果涉及到其正式語文之一，亦指歐洲共同體和可成為本條約締約方的任何其他政府間組織。

(2) An official text in any language other than those referred to in paragraph (1) shall be established by the Director General of WIPO on the request of an interested party, after consultation with all the interested parties. For the purposes of this paragraph, “interested party” means any Member State of WIPO whose official language, or one of whose official languages, is involved and the European Community, and any other intergovernmental organization that may become party to this Treaty, if one of its official languages is involved.

第25條

保存人

Article 25

Depositary

本組織總幹事為本條約的保存人。

The Director General of WIPO is the depositary of this Treaty.

批 示 摘 錄

透過行政長官二零一三年十一月二十一日批示：

根據現行《行政長官及司長辦公室通則》第十八條第一款、第二款、第七款及第十九條第九款及第十款，以及現行《澳門公共行政工作人員通則》第三十四條的規定，徵用行政公職局第一職階二等翻譯員陳艷芳到行政長官辦公室擔任同一職務，為期一年，自二零一三年十二月二十日起生效。

根據現行《行政長官及司長辦公室通則》第十八條第一款、第二款、第五款及第十九條第七款的規定，行政長官辦公室私人秘書傅麗明之定期委任，自二零一四年三月一日起續期至二零一四年十二月十九日。

Extractos de despachos

Por despachos de S. Ex.ª o Chefe do Executivo, de 21 de Novembro de 2013:

Chan Im Fong, intérprete-tradutora de 2.ª classe, 1.º escalão, da DSAFP — requisitada, pelo período de um ano, para exercer as mesmas funções neste Gabinete, nos termos dos artigos 18.º, n.ºs 1, 2 e 7, e 19.º, n.ºs 9 e 10, do Estatuto do Gabinete do Chefe do Executivo e dos Secretários e 34.º do ETAPM, vigente, a partir de 20 de Dezembro de 2013.

Fu Lai Meng, secretária pessoal deste Gabinete — renovada a comissão de serviço, nos termos dos artigos 18.º, n.ºs 1, 2 e 5, e 19.º, n.º 7, do Estatuto do Gabinete do Chefe do Executivo e dos Secretários, em vigor, de 1 de Março de 2014 a 19 de Dezembro de 2014.

二零一三年十二月十二日於行政長官辦公室

辦公室主任 譚俊榮

Gabinete do Chefe do Executivo, aos 12 de Dezembro de 2013. — O Chefe do Gabinete, Alexis, Tam Chon Weng.