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The Material Rights Belonging to the Authors of Computer Programs, Literary and Artistic Works with an Emphasis on the Iranian Laws: A Comparison

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Abstract: In Iran, there are two statutes with regard to the protection of literary and artistic works, namely the Act on Protection of Authors and Composers 1969 and the Act on Translating and Reproducing Publications and Audio Works 1973 (from here on respectively, APAC and ATRP). In addition, computer programs are protected by the Act on the Protection of Computer Program Authors (APCP) ratified in 2000. These statutes, when closely examined, reveal the differences of the authors' material rights in terms of duration and methods of protection, although there are similarities between literary and artistic works and computer programs. This issue has affected the exceptions stipulated in material rights where these differences are observed in a larger scale. In this regard, computer programs, unlike literary and artistic works, cannot be used for educational purposes while modifications, arrangements, making backups, etc. are permitted. These differences, however, are natural and necessary when taking into account the essential differences of these genres—i.e., the commercial aspect of computer programs which outweighs its literary and artistic aspects as opposed to works of art and literature. Therefore, it seems that according to the laws of Iran regarding the Material rights belonging to the authors of computer programs an exclusive system which is not only based on literary and artistic works has been accepted.

Keywords: Material Rights, Computer Programs, Literary and Artistic Works, Similarities, Differences

1. Introduction

The knowledge-based software industry enjoys a special position in the movement towards a knowledge-based society. In this respect, domestic policymakers are able to concentrate on software products development and exportation in the field of information. Protecting the industry is one of the most significant factors contributing to the flourishing of software industry and related technologies. Contrary to other countries, in Iran computer programs are the subject of an independent protective regime; they are not protected by the copyright system. The main question raised here is: “Is there any difference and/or similarity between material rights and its exceptions in copyright and computer programs protection systems?” In an attempt to answer this question it should be noted that new rules should be laid down in terms of material rights for programs, as the two systems —i.e., works of literature and art, on one hand, and computer software, on the other hand— though having similarities, are essentially different. For this reason, Iranian policymakers on a national level are concerned about the attitudes towards software material rights and its exceptions.

2. Comparing the Material Rights of Literary and Artistic Works and Computer Programs in Iran

Following a brief explanation of material rights and the domestic laws related to the field, this section will focus on each of these material rights and related issues.

2.1. Material Rights Definition

The material right is the exclusive right to exploit the

economic and material benefits of a work. The holder of this right may exercise the following rights in respect to his/her work(s), and prevent others from infringement thereof: the right to copy, translate, reproduce, perform, present and display to the public, communicate through audio and video mediums, record and produce motion pictures, make products, and enjoy the benefits and financial rewards pertaining to the work. Such privileges justify the act of protecting these works, making the protection economically worthwhile [1]. This evaluation not only obliges consumers of literary and artistic works to pay for the works they use, but also encourages authors to increase their innovation and production. Moreover, these works are instrumental in developing culture in any given society [2]. Therefore, material rights are powerful tools in promoting economic growth. This is because when the owners of intellectual works are effectively protected, international norms are adopted by developing countries, and domestic laws are enacted in respect to this domain, all of these provide for an economic boom on a national level while attracting foreign investments, and also generating income for commercial agencies [3]. "Holder of material rights" means, first, the author, and secondly, the person to whom these rights are transferred by the author. In other words, these rights essentially belong to the author who may willingly transfer them to a third party for a fee or free of charge. It is noteworthy, however, that in cases where a literary or artistic work is commissioned by another party or the creator is hired by a third party, the client or the employer is the first and foremost owner [of the rights] [4]. Regarding material rights, it should be added that these rights, though perceived as intangible by some, [5] are seemingly not material *per se* but the privileges that flow from these rights are considered as material [6]. This is because, concerning material rights, the aspect leading to financial gain possess materiality —i.e., it is material.

2.2. Material Rights of Literary and Artistic Works and Computer Programs in the Iranian Legal System: Legal Instruments

In relation to literary and artistic works and computer programs, Iranian law includes the Act on the Protection of Authors and Composers enacted in 1969, the 1973 Act on Translating and Reproducing Publications and Audio Works, and lastly, the 2000 Act on the Protection of Computer Program Authors.

Article 3 of the 1969 Act lists the rights accorded to the author, declaring: "The rights of the author include the exclusive right to reproduce, distribute, present, perform and exploit the material and moral rights of the author's name and work." The Article acknowledges the right to reproduce, distribute, present and perform the work as the material rights of the author. According to Article 12, these rights are covered by the protection presented in the Act for a duration of 30 years from the death of the author. The 2010 Amendment increased this period to 50 years from the death of the author.

Article 22 subjects the protection to one condition, namely that the works should have initially been printed, distributed, published or performed in Iran. Meaning, the work should have not been previously printed, published or distributed in other countries. From Article 23 onward, the punishments considered for violators of material rights are discussed [7].

The 1969 Act on Translating and Copying Publications and Audio Works 1973, Article 1, accords the right to copy, reprint, exploit, reproduce and distribute any work of translation to the translator and his/her heir(s). According to Article 1, the rights stipulated hereof cannot be transferred to a third party. The legislator acknowledges the material rights derived from audio works. According to Article 3, any right to make duplicate copies, record and copy audio works recorded on disk records, cassettes or any other medium solely belongs to the owners of the works.

Article 1 of the Act on the Protection of Computer Program Authors stipulates: "The right to reproduce, communicate to the public, perform and also the material and moral rights to exploit computer programs belong to the author." Moreover, the material rights duration lasts for 30 years from the date the program is created, while moral rights duration is unlimited. Important to add, the By-Law on Articles 2 and 17 of the APCP focuses on material rights in some of the articles thereof. Article 5 of the By-law specifies:

The material rights of computer programs include, but are not limited to, the following rights: personal use, reproduction, communicate to the public, perform, copy, economic exploitation of any kind. These rights may be transferred to third parties.

It is important to note that some countries recognize some other material rights, such as the right to resell works of art, for the author. Accordingly, authors, or their heirs, are party to the price of their artistic works, taking a share of the price [8]. In Iran, this right is not vested in authors.

2.3. Material Rights of Literary and Artistic Works and Computer Programs in the Iranian Legal System: Differences and Similarities of Instances

2.3.1. The Right to Reproduce

The reproduction right is specified, but not defined, as a material right in Article 3 of 1969 APAC. Again, the ATRP recognizes reproduction as a material right, but this Act, too, fails to offer a definition of the right in question. While the APCP does define reproduction, Article 6 of the By-Law on Articles 2 and 17 of the Act defines reproduction as: "the act of presenting a computer program for public use, whether in the form of copying the program on a computer medium or placing the program in digital environments for the use of others."

In sum, it is clear that reproduction is an act resulting in a duplicate copy of the original work. Depending on the work, reproduction may be done in various ways. Importantly, a work is created by the author for the people and is presented to them via reproduction. So the reproduction right, as a right to financial exploitation of a work, solely belongs to the author.

What distinguishes the reproduction right in respect to computer programs as opposed to literary works is the fact that programs, due to their specific technical nature, need to be reproduced or usable in digital environments. Computer programs not only need to be reproduced but performed, an attribute which is not required in case of literary and artistic works. Article 8 of the Executive By-law of the APCP defines performance as such: "Performance is the practical and applied use of the program in digital environments." Thus, for the reproduction process to be complete, computer programs are required to have practical and applied usages. In Article 3 of the APAC, however, performance means the right to display a work —and not having practical and applied usages. For instance, in case of movies or musical compositions, the author holds the right to publicly exhibit his/her work. Therefore, the difference between programs and literary and artistic works in terms of reproduction right is as follows: (1) programs need to be performed in digital environments in order to be realized; and (2) performance is an important element in respect to the reproduction right of computer programs.

2.3.2. The Right to Distribute

In Iran, the right to distribute a work is the subject matter of Article 3 of the 1969 APAC. The ATRP, too, refers to this right in Article 1 thereof. The distribution right, like the right to reproduce a work, is a material right belonging to the author [7]. By virtue of this right, radio and television broadcasts and also video and audio recording of the work on disks, cassettes or any other medium are prohibited without the author's permission [9].

While the APCP specifies the right to distribute in Article 1 thereof, the Executive By-Law dfines the act of distribution. Article 17 of the By-law states: "Distribution includes the act of presenting a program for personal use to certain individuals for a limited duration or place." Importantly, "distribution" and "reproduction" are sometimes erroneously used interchangeably while they are two distinct process. Distribution means to deliver the reproduced works to consumers. Thereby, it is a stage further than reproduction. The right to distribute is subject to forfeiture while, in case of reproduction, it is non-existent. The forfeiture of the right to distribution means that authors would lose their exclusive rights to sell their works in a region —say, the EU— if they have already sold their rights in respect to a specific work in that particular region [10]. While forfeiture is mentioned in foreign laws, there is no reference to it in Iranian laws. As it is clear from definitions presented for distribution right, there is no difference between programs and literary and artistic works in terms of distribution. On the other hand, there is a distinction between programs and works of art and literature in regard with reproduction.

2.3.3. The Right to Awards and Prizes

In relation to awards and prizes, programs and literary and artistic works enjoy similar protection. As the Note on Article 13 of the APAC and Article 14 of the Executive By-law on the APCP state: "In cases where a work protected by the law hereof wins an award or a prize in cash, or privileges in scientific, art and literary competitions, these benefits belong to the author. Any person other than the author, even the publisher, has no claim to the awards and prizes accorded to the work, unless the right is explicitly bequeathed to them. Therefore, transferring other rights to third parties does not establish this right for these parties as well (the right should be explicitly mentioned).

2.3.4. The Right to Adapt

Article 5 of the 1969 APAC stipulates: "The creators of works protected by the act hereof may transfer to third parties all the material rights accorded to the work. These rights are not limited to "use the work in preparing or creating other works subject to article 2 of the act hereof." Paragraph 7 of the same Article implicitly refers to the right and permission to adapt a work as a material right of the author. Also, Article 18 of the Act states: "Individuals who own a right to adapt shall observe the moral rights of the original author." Referring to the adaptation right, some lawyers have pointed to the fact that a derivative work should embody the innovation brought in by its author; otherwise, such works would be classified as mere copies, nothing more [11]. This argument does not seem to be correct as there should be a distinction between adaptations whose foundation is based on other works and derivative works which are essentially original.

In Article 4, APCP states: "The rights belonging to a program parts of which derived from other programs are not accorded to the author(s) of the original programs." Article 5 of the APCP also stipulates: "Developing complementary programs compatible with other programs is permitted provided that the rights of the original programs are observed." While contradicting in the first look, upon closer examination it becomes clear that these Articles divide programs into two parts: 1) adaptations where a new program is created by adapting another program while the newly-developed program is a new program in its own right which borrows elements from the previous one but does not compliment it (Art. 4); and 2) adaptations where a program is adapted in order to develop a compatible, complementary program (Art. 5). In the former case, adaptation is carried out without prejudice to the rights of the original author, while in the latter case it infringes the rights of said programs.

Articles 12 and 13 of the Executive By-Law describe the content laid down in Articles 4 and 5 of the APCP. Article 12 states: "Using other programs in order to develop compatible and complementary programs which create new capabilities, facilities and/or users is not prohibited, and does not violate the rights of other programs' authors, provided that a written consent is acquired, by the complementary program authors from the authors of programs which have been initially produced and distributed in Iran."

Thus, using and adapting program is permitted provided that 1) new programs create new capabilities, facilities or users; 2) new programs complement previous ones; and 3) the original authors' consent is acquired. Importantly,

according to Article 16, if the program is not initially developed or distributed in Iran, there is no need to acquire the consent of its author because, according to this Article, these programs are not entitled to protection by Iranian laws.

Article 13 proposes: "The moral and material rights of new programs developed by means of other programs belong to the author of the new program." Also, the legislator specifies a third type of adaptation in Article 15 of the Executive By-law. This adaptation is of a kind where an existing program is modified but the newly-developed program cannot be generally considered a novel one. Such an adaptation could lead to the infringement of the original author's rights.

It seems that in cases where the new program is founded on a previous program, right violation occurs on the part of the new program. On the other hand, the new program has not violated any right if it is original in essence. Programs and literary and artistic works are similar on this matter —i.e., adaptation in essence. Programs, however, are different with other literary works in that new programs developed by means of other ones do not need permission from the author of a previous program, holding all material and moral rights for themselves, provided that they neither complement nor are compatible with the previous program. This is in contrast with the copyright system where an author's right should be observed and his/her permission must be acquired. The main rationale behind the legislator setting down such a distinction in respect to programs is that in Iran the software industry, its development and growth, is dependent on the fact that, in some cases, the rights of the original authors be neglected. For instance, software industry would suffer a devastating blow if even the most minute adaptations would require permission from the original author. This does not mean, however, that there exists a free rein in the domain of software adaptation; those authors whose programs complements and is compatible with a previous program must acquire a written permission from the primary program's author. Therefore, the adaptation right is basically sanctioned both for programs, on one hand, and for literary and artistic works, on the other hand. But there are differences. In the case of literary and artistic works adaptation of any kind must be done by the [original] author's permission while, in case of programs, there are exceptions due to the nature of these products. In addition, the moral and material rights of derivative works go back to the original author [10]. While this is true for programs, there are exceptions as well.

2.3.5. The Right to Translate

When discussing material rights, the 1969 APAC does not refer to the right to translate. However, Article 15 of the Act stipulates:

The creators of works protected by the act hereof may transfer to third parties all the material rights accorded to the work. These rights are, but not limited to, the following cases: Translate, reproduce and communicate the work to the public through print, painting, photography, gravure, stereotype, mold, etc.

The translation right invests the author with the right to translate his/her work into other languages, benefiting from the resulting moral and material rights. Acknowledging translation as a type of adaptation (of a conversion mode), some have chosen the title "translation right" due to the importance translation holds [11]. According to Article 22 of the 1969 APAC, authors can enjoy legal protection in terms of the translation right only if his/her works is initially published within Iran. This specification is almost useless, as non-Persian texts are seldom, if ever, initially published in Iran. In cases when a work is not initially published in Iran, it cannot enjoy the protection provided by the criminal and legal statutes (regarding programs). However, the author may sue for damages in accordance with tort (civil liability) rules, and based upon the infringement of his/her material rights.

Article 1 of the 1973 ATRP accords to the translator or his/her inheritors the right to print, reprint, exploit, publish and distribute all the translations done by the translator. Being a material right, the translation right could be used by the author for his/her own gain or bequeathed to third parties. Important to note, when a work is translated, the translation holds moral and material rights on an independent basis, entitled to all the rights reserved for a fully-authored work.

In case of computer programs, the story is totally different because programs are initially written in human language and source code. Thereafter, the source code is transformed into object code by a compiler. Thus, the translation right which is a material right of literary works is essentially non-existent in case of programs as they are written in a universal language, the object code, which eliminates the need for translation.

3. Differences in Material Rights of a Work Created by Virtue of Employment

In cases where a work is created as a result of commission, the material rights of the work belong to the client (employer). [Article 13 of the APAC] According to this article, these rights are the only rights granted to the client [12]. Furthermore, these rights will be diverted to the author following a 30-year period [from the date of creation]. It is noteworthy that moral rights belong to the employee in their entirety. On the other hand, some writers make a distinction between the act of creation within and outside working hours for the employer wherein, in case of the former, material rights belong to the employer and vice versa [11].

Article 6 of the APCP stipulates: "The act of creating programs may be the result of employment and/or a contract." In such cases, according to Article 6, two prerequisites exist: a) the name of the author should be mentioned in the application patent as moral rights essentially belong to the author unless specified otherwise —for instance, the right to modify and develop a program. And b) creating the program should be the purpose of the employment or contract, or a consideration specified in the contract. Also the Article accords to the employer or client all the relevant material

rights and the rights to modification and development of the program, unless specified otherwise in the contract.

Also, according to the last part of Article 6, the Iranian legislator not only grants all the material rights of a program to the client (or the employer) but also a portion of its moral rights —the right to modify and develop. So in cases where a client commissions an individual to develop a program, should the program need further modification and development due to changes of technology, the right to develop and modify the program remains with the client (employer). This is contrary to the copyright system where development and modification right —which is a moral right— belongs to the author. In other words, development and modification right, in case of programs, belongs with the client (or employer) by default, unless specified otherwise within the contract. In case of literary and artistic works, however, this right is automatically transferred to the author.

4. The Material Rights of Literary and Artistic Works and Computer Programs: Differences of Exceptions

4.1. Definition of Exceptions

While no unified definition of the term has been presented so far, various instruments offer differing definitions for "exceptions". For instance, Article 13 of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) refers to *limitations* and *exceptions*, using them interchangeably [13]. However, some writers believe that by "exception" those regulations are meant which preclude some works form the protections offered by laws, or allow for some works to be excluded from these protections [14]. On the other hand, some hold that the term "exceptions" refers to protection standards of a lower level; thus, exceptions are free islands in the ocean of exclusive rights while limitations are restricted islands in an ocean of freedom [15]. By "limitations" those rules are meant which preclude some literary and artistic works from the legal protection system [16]. Summing up, limitations and exceptions differ in two respects: limitations are more general than exceptions. Limitations also reject the existence of a right, whereas exceptions do accept the existence of a right but allow for some exceptions in some of its aspects.

4.2. Exceptions of Material Rights in the 1969 Act on the Protection of Authors and Composers (APAC)

In order to avoid an authoritarian and general attitude towards the issue of protecting literary and artistic works, the legislator made some compromises in respect to authors' rights, so that the society may, one way or another, enjoy these works [17]. These compromises, however, are not extended to the point as to pave the way for abuse. Having presented this short explanation, let us turn to the exceptions of material rights laid down in the APAC.

4.2.1. Literary, Scientific, Technical and Educational Citations

Article 7 of the 1969 APAC specifies: "Citing and referencing to published works with literary, scientific, technical and educational purposes in the form of criticism and/or commentary (with the original work cited) is permitted up to a conventional scale." This Article indicates that works to be used should be already published. So it is not possible to use works which are yet to be published, and whose authors' intention is set on not publishing them. Using these works should be done in a manner benefiting society as a whole, aiming for literary, scientific, technical and educational purposes. Usage should elicit the meaning of referencing or citation. In other words, reprinting a book under the pretext of literary, technical, etc. purposes is not possible. Usage should not exceed the conventional rules set down for citation. Other than scientific and educational purposes, a work could be cited/referenced if it is done for the sake of criticism and/or commentary. Important to note, in both cases rules of citation must be observed so as not to lead to any instance of abuse concerning the original work(s). And referencing the original work is mandatory. Therefore, even if the book is used for scientific purposes, such should be done by introducing the author as the creator of the work, because the author's moral rights must be observed under any circumstances.

Article 7 of APAC has a clause which proposes: "In case of textbooks produced and printed by teachers to be used by their students in educational institutes, citation is not mandatory unless it is for profitable uses." In other words, this clause suggests that these textbooks shall observe all the required conditions mentioned above, except for citing the reference. Not citing references, however, is contingent on textbooks being produced for non-profit purposes [10]. Although citation is not required by law, it cannot become a means to name ourselves or others as the owner of a work. On the other hand, conventions should be observed.

4.2.2. Public Libraries and Non-profit Institutions

In relations to other exceptions to the material rights, Article 8 of the APAC specifies: "Public libraries, institutes which have newspaper collections and those scientific, educational and non-profit institutions may, by virtue of an executive by-Law to be passed by the Cabinet, make copies of the works protected under the act hereof, by means of xerography or similar methods and in an amount which satisfies their needs."

The Article permits the practice of making copies for public libraries and the aforementioned institutes. Furthermore, the Article incorporates several issues which are as follows: 1) it makes conventional limits subject to the needs and activities of these institutes; 2) these libraries and institutes, and by extension, their practice of copy-making should not be carried out for financial gains; 3) copies should be limited so as not to compromise the legitimate interests of the author or the right-holder. 4) method by which copies are made is of no consequence. Therefore, all methods of copy-

making are allowed. 5) changes to the content of the work, or any sort of manipulation leading to such changes, are not permitted.

4.2.3. Personal Use

Article 11 of the APAC also permits personal and non-profit use of certain works [19]. It proposes: "Making copies of the works protected by the act hereof (specified under clause 1, article 2, and Radio and Television Recordings) is permitted provided that these copies are produced for personal and non-profit uses." Article 2 (1) incorporates the following works: 1. Books 2. Essays 3. Pamphlets 4. Plays 5. Any scientific, technical, literary or artistic work.

According to Article 11, making copies is permitted just in case of the works mentioned above [11]; making copies is contingent on one precondition, namely personal and non-profit uses; this stipulation includes recording radio and television programs as long as these recordings are produced for personal and non-profit uses. Therefore, in cases where an individual *reproduces* or *makes copies* of these works, even if it is for personal uses, such copies are in breach of the Act; and it is important that such uses should not exceed a "fair use" [19]. Making copies should not be intended for commercial purposes, and this is the criterion defining fair use [4].

However, what if personal use leads to collective use? Does this law license such uses (for instance, all the students of a class, by resorting to the freedom stipulated in the Act, make copies of the work, and use it in the classroom)? Some believe that the answer to the latter question is "no" as copy-making, in these cases, is of a private but multiple nature, incurring damages to the author [21]. For this reason, some foreign jurisdictions emphasize that copy-making should be done for *private* uses, and these copies should not to be used collectively. However, as the Iranian law is silent on the subject, such practice is not a violation of authors' rights. As a result, personal uses leading to collective ones are also subject to the exceptions of material rights.

4.3. Exceptions of Material Rights in the 1973 Act on Translating and Reproducing Books, Publications and Audio Works (Copyright Act)

4.3.1. Reproducing Books to Be Used in Training Courses and/or Research

In cases where using a work benefits society, the ATRP, like its predecessor, the 1969 APAC, provides that acquiring a permission from the author is unnecessary. Article 5 of the ATRP asserts: "Reproducing and making copies of books, publications and audio works stipulated in articles 1 and 3 of the act hereof shall be permitted, provided that the copies are produced for non-profit uses, and a copy license for the works reproduced has been granted from the Ministry of Culture and Islamic Guidance." Though fairly similar to Article 7 of the APAC, this Article 1) does not refer to works cited for the intention of criticism and/or commentary; 2) accordingly, citing references is not required; and lastly 3) the Act makes reproduction subject to some conditions, namely a license for reproduction issued by the Ministry of Culture and Islamic Guidance, and also the non-profit aspect of reproduction [18]. Therefore, a license from the Ministry of Culture and Islamic Guidance, according to this Article, is necessary for reproducing a work while a permission from the author is not required.

4.3.2. Personal and Private Uses

According to the clause of Article 5, making copies of books, publications and audio works is permitted provided that copies are used for personal and private purposes. Importantly, private and personal uses cannot become a means to change the content of a work [17]. Therefore, absent the author's permission, it is not possible to change an audio work.

4.4. Exceptions of Material Rights in the 2000 Act on the Protection of Computer Program Authors (APCP)

4.4.1. Creating Backups

Creating backup copies is one of the rights specified by the Iranian legislator in the APCP. Referring to the subject, Article 7 states that creating backups is permitted, provided that backup copies are not used simultaneously with the original versions. Creating a backup means making a duplicate copy of a computer program, obtained legally and legitimately, to be used in cases when the original version, for whatever reason, is out of order. As programs are always subject to failure and defect, creating backups is necessary.

In relation to consumer rights two important issues arise: Consumers should keep the backup version in cases when a program fails to operate normally. This way, consumers may prevent incurring damage to their right. Although, practically speaking, one backup copy would suffice, the legislator, by the phrase *backup copies*, suggests that there is no limit as to the number of backup copies created by the consumer. While this could lead to some complications in respect to the rights of program authors, the precondition laid down in the Article—"not being used simultaneously with the original version"—does not give space for further problems regarding the Article.

The 1991 European Union Computer Programs Directive (and its 2009 Amendment) emphasize that any agreement prohibiting the creation of backups by legitimate users is null and void. Likewise, the World Intellectual Property Organization (WIPO) instruments indicate a tendency to predict the same right for users, as two of its instruments respectively nullify contracts contrary to the exceptions, [20] and emphasize on the inefficiency of technical devices against exceptions [20]. Seemingly, the Iranian law, too, is authoritative in regard with creating backup copies —i.e., it is firmly against any agreement prohibiting the creation of backups. In observation of consumer rights and also taking into account the commercial aspect of programs, the right to create backups cannot be neglected by means of any agreement. This is contrary to literary and artistic works where exceptions of material rights could be limited, or

neglected, by virtue of agreements. The High Court of France declares its opinion on agreements concerning literary and artistic works in the following words: "The French laws on literary and artistic property grant no certain rights allowing for making copies. Accordingly, technical management devices may be applied to prevent producing copies. [21]".

4.4.2. Reproducing Programs for Personal Use

Authorized reproduction of programs for personal use is another exception of the material rights referred to by the APCP. The legislator permits reproduction under the condition that the original and reproduced copies are not used simultaneously.

International legal regimes on programs consider other exceptions in the material rights of programs, such as reverse engineering, modification, correction, monitoring and studying of programs. But these cases were not mentioned here, as the focus of this paper is on Iranian laws only. There are also essential differences in the exceptions regarding programs, on one hand, and literary and artistic works, on the other hand, as these genres are different by nature —i.e., the varying degree of commercial and literary prominence in these works. For instance, there is no exception laid down in respect to the educational use of programs while, in case of artistic and literary works, exceptions do not include cases such as modification and correction of a work, creating backups, reverse engineering, etc.

5. Conclusion

Computer programs and works of literature and art, though similar in many aspects, do have differences in terms of material rights and the exceptions thereof. Programs require a special protection in the majority of cases in terms of their material rights. The rationale behind this special protection is that program-specific protection allows programs to contribute to the scientific domain of countries faster than other genres. It also encourages programs to grow and flourish in these countries. Importantly, the Iranian legislator lays down a great portion of these differences and distinctions in the Act on the Protection of Computer Program Authors of 2000. However, they do not include issues such as reverse engineering in the part pertaining to exceptions of material rights. This being said, in regard with the material rights of programs and literary and artistic works, the rules of copyright system ought to be observed as long as programs share essential similarities with this system. However, in cases where differences arise and given the commercial nature of programs, special rules should be set out to address the material rights of program authors and the exceptions thereof.

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