

ASGARDIA PARLIAMENT



Asgardia Copyright Act

Third Reading

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“This version has been approved by the Legislative Merit review Group.”

Preamble and Core Principles

The Copyright Act of Asgardia is designed to safeguard the intellectual and creative works of creators, striving to maintain a balance between the protection and control of their creations and the public's access to information and innovation. This statute confers exclusive rights to creators while permitting exceptions that serve the public interest. This Act seeks to uphold these rights in order to encourage creativity, facilitate the dissemination of knowledge, and foster innovation within Asgardian society. The provisions of this Act are consistent with international copyright standards while addressing the distinct requirements of its creators and consumers. Furthermore, this Act is in alignment with the Digital Properties Act.

The core principles of the Asgardia Copyright Act are:

1. The protection of the rights of creators over their original works.
2. Balancing the interests of creators and the public by providing exclusive rights while allowing for certain exceptions and limitations.

Articles

1. Purpose
2. Definitions
3. Originality
4. Scope of protected works
5. Exclusive rights
6. Duration of protection
7. Moral rights
8. Transfer and Licensing
9. Fair use Dynamics and exemptions
10. Text and Data Mining (TDM)

- 11. Infringement and remedies
- 12. Registration
- 13. Copyright Management Systems and Anti-Circumvention
- 14. International protection

Legal Authority:

The Constitution provides the overarching principles and guidelines for the Act, ensuring that it aligns with our society's fundamental values.

Article

1. Purpose

- 1.1. Copyright legal instruments protect the ownership, use, and distribution of creative and expressive works. Copyrights protect original works of human expression but do not protect artificially generated (AI) works where a human makes no creative impact.

2. Definitions

- 2.1. **AI-created works** - The term "AI-created works" is precisely defined to encompass creations generated with the assistance of artificial intelligence, where human involvement is evident in the creative process. This process includes scenarios where human creators meaningfully arrange or curate AI-generated outputs, contributing to the overall creative work. To further enhance this definition, specific criteria establish what constitutes "sufficient human input" or "human creative impact." This criterion is achieved by rating human input, which should always be 100 percent in the control of creativity or arrangement, with the AI only assisting in creating the work and not doing 100 percent of the work with little to no creativity or control from the human. Even if more than 50 percent of the work is AI-generated with minimal creativity from humans, if a human maintains control of creativity and arrangement of the work 100 percent of the time, this would still be considered original work by humans. The measurement here is who retains control of creativity and arrangement; if the AI maintains control, then it is AI-generated work by AI and not protected under copyright law; if a human maintains control, it is AI-generated work by a human and is protected under copyright law. Three things must be present when evaluating human creativity:
 - 2.1.1. The human creator makes significant contributions that shape the final work.
 - 2.1.2. The AI-generated elements are meaningfully arranged or curated by the human creator.
 - 2.1.3. There is clear evidence of human control and direction in the creative process. Let this definition be an example of how a human maintains control of creativity, but AI assists in that creativity. Although this definition was created using an AI assistant, the humans who defined it maintained control of creativity and regulated the content structure according to that creativity.
 - 2.1.4. When registering AI-generated works in Asgardia, the person(s) must submit a one-page report explaining how they comply with the three rules in provisions 2.1.1 to 2.1.3 to the registration office.
 - 2.1.5. Though subjected to minimal human edits, works generated primarily by artificial intelligence must also include transparent disclaimers.
- 2.2. **Anonymous work**—A work in which the author's identity is not identified on the copies or phonorecords.
- 2.3. **Buildings** - [Architectural] The overall form of the building, including the exterior elevations and arrangements of walls and other permanent structures.

- 2.4. **Commercial and non-commercial TDM** – The distinction between commercial and non-commercial Text and Data Mining (TDM) is essential for understanding their applications and implications. Commercial TDM refers to the use of data mining practices for profit-driven purposes, where the extracted insights or processed data are typically utilized in a business context to create revenue streams, enhance products or services, or gain competitive advantages. This practice often involves proprietary datasets and may be subject to various legal and ethical considerations related to data ownership and usage rights. In contrast, non-commercial TDM encompasses activities undertaken for academic, research, or educational purposes without an intent to generate profit. This type of TDM is often aimed at advancing knowledge, fostering innovation, or exploring new methodologies and insights. It typically prioritizes open access to data and may involve collaborations between researchers, institutions, and public entities, which can often lead to advancements in various fields without the constraints of commercial interests. Understanding these two categories can help clarify the motivations behind TDM initiatives and their potential impacts on society and the economy.
- 2.5. **Copyright**—This legal instrument protects creative and original work or a collective of original work in digital or non-digital formats.
- 2.6. **Corporate works and works made for hire**—Corporate works and works made for hire are produced during employment or commissioned under specific terms. In many jurisdictions, works made for hire automatically grant ownership to the employer or commissioner, distinguishing them from works where the creator retains rights. It is essential to delineate when employment is made for hire, specify the conditions and categories, and avoid ambiguity by listing these conditions in the employment contract. This approach ensures legal clarity and aligns with international standards, reflecting best practices and providing consistency in intellectual property management. The following minimum conditions will be considered work made for hire in Asgardia To avoid ambiguity:
- 2.6.1. **Employment Relationship:** Works created by an employee within the scope of their employment are typically deemed works made for hire. This relationship includes tasks performed during regular working hours, using employer resources, and as part of the employee's job responsibilities.
- 2.6.2. **Commissioned Works:** For a commissioned work to qualify as made for hire, it must fall within one of the statutory categories (e.g., contribution to a collective work, part of a motion picture or other audiovisual work, translation, supplementary work, compilation, instructional text, test, answer material for a test, or atlas) and there must be a written agreement explicitly stating that the work is made for hire.
- 2.6.3. These conditions are subject to Article 11 of the Digital Properties Act.
- 2.7. **Evidentiary and administrative purposes** – Copyright arises automatically upon creation. To further protect copyright materials in Asgardia, the copyright holder should register their copyright within one year of creation.
- 2.8. **Plans, drawings, and models**—[Architectural] includes preliminary plans, elevations, floor plans, and rough-stage models.
- 2.9. **Plays and Screenplays** – Dramatic works of stories told through dialogue and acting, whether performed on stage or in film.
- 2.10. **Public Domain**—Creative materials not protected by intellectual property laws. They are owned by the public, not by an individual author or artist. Anyone can use a public domain work without obtaining permission, but no one can own it. Public domain materials are generally found in areas where most of the public has access unless otherwise noted.
- 2.11. **Pseudonymous** – When the author's real name is not included in the work and a fictitious name identifies the author.
- 2.12. **User** – Asgardians who have applied for, received, or are pursuing any actions concerning copyrighting.

- 2.13. **User-Applied**—This process delineates an Asgardian's capacity to safeguard their copyrighted materials through copyright management protection systems, encompassing both digital and non-digital formats. These management systems are classified as user-applied, and the rights of the user may not be overridden except in extraordinary circumstances specified in Article 13 of this Act.
- 2.14. **State Works** – Works created for the Asgardia Space Nation.
- 2.15. **TDM agent** – A representative engaged in data mining for a specific purpose.

3. Originality

- 3.1. Copyright protection applies to original works of authorship that exhibit minimal creativity and are independently created by the author.
- 3.2. The originality requirement is satisfied if the work reflects the author's creative effort, irrespective of the quality or merit of the work.

4. Scope of Protected Works

- 4.1. Protected works include, but are not limited to:
 - 4.1.1. **Literary works** – Novels, poems, essays, stories, catalogues, reference books, designer works, articles, databases.
 - 4.1.2. **Dramatic works** – Plays and screenplays.
 - 4.1.3. **Musical works** – Music and its lyrics, regardless of how it is transmitted or recorded.
 - 4.1.4. **Pantomimes and choreographic works** – Composition and arrangement of dance moves and patterns, with or without music.
 - 4.1.5. **Cinematographic works** – Films and other audiovisual creations.
 - 4.1.6. **Computing or digital works** – Software, programs, coding, content, writings, images, and any original work created for specific purposes used for or in computing or digital interfaces. These can be physical, text entry, virtual, graphical, voice-activated, or gesture-based.
 - 4.1.7. **Pictorial, graphic, and sculptural works** – Photographs, paintings, maps, and sculptures.
 - 4.1.8. **Broadcasts works** – Physical, digital, and online transmissions.
 - 4.1.9. **Architectural works** – As outlined in more detail in Article 2 of this Act, it can include buildings, plans, drawings, models, and digital images.
 - 4.1.10. **Fine art and design works** – Applied arts such as fashion design, industrial design, interior design, fine arts, and any other field where graphic designs are used to develop products, services, and digital experiences.
 - 4.1.11. **Sui generis database works** – unique legal copyright protection granted to databases that protect the substantial investment made in compiling, organizing, obtaining, verifying, or presenting data within a database, even if the data is not considered original or creative.
 - 4.1.11.1. **Sui generis cultural and Indigenous works**—Traditional cultural expressions (TCEs) have special copyrighted protection concerning tangible and intangible aspects of the expression that can specifically be linked to a culture or Indigenous knowledge. These types of expressions are the property of that culture or Indigenous people. Before copyrighting those expressions can be granted, the prospective copyright holder must gain written permission from an authoritative figure who legally represents that culture or Indigenous people. Materials that are considered common knowledge do not apply to this provision. An example of this concept is Asgardia's national symbols, protected under copyright law concerning commercialization. However, an Asgardian can use these symbols freely, providing they are not in a commercial manner (for profit)

or in a misleading manner (a manner leading someone to believe it is coming from the Asgardia government) and they have formal consent from the relevant authorities to use the material. To use the symbols commercially, Asgardians must obtain and adhere to contractual terms negotiated between an Asgardian and relevant government officials. This example would be considered perpetual and has no time limit of expiration. However, when Asgardia creates works within a database (as in a Digital Library), this work can be protected by copyright in a time-limited fashion that will be set through a legal instrument by the same authorities who issued the copyright. This provision is subject to Article 11 of the Asgardia Digital Properties Act.

4.1.12. **Scientific, medical, or technical works** – Scientific papers, technical drawings, structural designs, peer-reviewed articles, scientific posters, figures, data visualizations, and other pictorial works are protected.

4.1.13. **State Works**—Asgardia Space Nation is considered the owner of state works, which are any copyrighted design or process done for the specific purpose of Asgardia. However, those who create copyrightable designs or processes for Asgardia during production can enter into a contract with Asgardia's relevant authorities concerning revenue, licensing rights, and registration of their creation within one year of production. If the prospected copyright holder(s) does not attempt to enter into a contract or meet any other requirements within one year of creation, ownership automatically reverts to Asgardia as the sole owner as outlined in Article 11 of the Digital Properties Act.

4.2. Unprotected or notable circumstantial works include:

4.2.1. Protection does not extend to facts, ideas, systems, concepts, procedures, processes, principles, discoveries, methods of operation, domain names, simple product lettering or colouring lists, product ingredients or contents, titles, names, short phrases, slogans, familiar symbols or designs, and variations of type styles. Protection protects only the specific expression of an idea, not the idea itself.

4.2.2. Work that is already considered public domain is not protected.

4.3. Asgardia Space Nation will consider using SMART contracts on blockchain technology to further enhance the scope of copyright protection. This enhancement will proceed as follows:

4.3.1. **Immutable ownership records**—Once a creative work is registered on a blockchain using a SMART contract, its ownership details are permanently stored and cannot be altered, providing strong evidence of who created the work.

4.3.2. **Transparent usage tracking**—SMART contracts will be programmed to automatically track how copyrighted content is used, allowing creators to monitor licensing agreements and ensure proper royalty payments.

4.3.3. **Automated royalty distribution**—Integrating payment systems so SMART contracts can automatically distribute royalties to creators based on usage metrics, eliminating the need for intermediaries and streamlining the process.

4.3.4. **Digital Art**—Artists are authorized to register their digital artwork on a blockchain using a SMART contract that stores the creation date, ownership information, and licensing terms.

4.3.5. **Registration** - SMART initiatives will be linked to the centralized registration system to monitor, manage, protect, or initialize digital properties.

4.3.6. SMART initiatives will be aligned with the Digital Properties Act.

4.3.7. Blockchain records are regarded as immutable data that confer ownership and creation date attributes to the transaction. Nevertheless, to ensure

security, these records necessitate an additional form of verification, which will be facilitated by linking the blockchain to the centralized management system.

- 4.4. **Artificial intelligence (AI)** – is protected when an AI interaction is created, developed, or designed by an original person. However, when AI is used to make something, it is protected when used to assist originality, like correcting spelling errors, grammar, and sentence structure in written works or assisting in musical composition and melody in music. If AI does the entirety of the work and maintains control of that work, the AI becomes the creator, and the work is not protected. If the person retains control of the work through management of structure and creativity or uses legally permissible original works by another person generated by AI and reorganizes them into a different arrangement, it is protected. Anything contrary to this description is not protected by copyright. For further information, reference Article 2 (definitions) of this Act under provision 2.1 AI-created works.
- 4.5. **Orphan Works** – This is protected under copyright, but the owner's identity or location is unknown. Concerning orphan works, the following rules apply:
- 4.5.1. **Use**—Using an orphan work without permission is considered copyright infringement unless it can be claimed under the public domain or fair-use exemption.
- 4.5.2. **Analysis**—Before using an orphan work, an analysis will be conducted to determine whether it is truly orphaned and whether its use is appropriate. This analysis will be turned in and attached to the copyright application. Relevant authorities have the right to reject an application for an orphan works analysis.
- 4.5.3. **Displaying orphan works**—Displaying orphan works is authorized as long as a special notice advises the public that it cannot be used for any other reason.
- 4.5.4. **Supplemental licensing**—Some nations have created schemes allowing licenses for orphan works, which will be honoured.

5. Exclusive Rights

- 5.1. The rights of creators to control the use of their work and to derive financial benefit from their creations will be protected by giving authors exclusive rights to:
- 5.1.1. Reproduce the work in any form.
- 5.1.2. Distribute copies of the work publicly.
- 5.1.3. Perform the work publicly or transmit it digitally.
- 5.1.4. Display the work publicly.
- 5.1.5. Create derivative works or adaptations based on the original work.
- 5.1.6. Communicate in person to the public physically or digitally.
- 5.1.7. Gain financial benefit from their work.
- 5.1.8. Dispose of work as they see fit.
- 5.2. These rights allow creators to control their work's use and derive financial benefit from their creations.
- 5.3. Provisions 5.1.4, 5.1.6, 5.1.7, and 5.1.8 apply to a purchaser who knowingly purchases a copy of copyrighted work from a copyright holder. Once someone legally buys copyrighted work, they become the legal owner of that specific copyrighted work they purchased unless:
- 5.3.1. Sales and digital sales are structured as licenses rather than physical sales. In this instance, a purchaser does not own the item being sold but has agreed to licensing terms concerning using copyrighted material.
- 5.3.2. All licensed copyrighted material sales are subject to a voluntary contractual agreement between the license owner and the buyer.
- 5.4. **Country of origin rights concerning artistic and authorship**
- 5.4.1. Shall benefit from the rights pertaining to works protected under this Act, which their respective laws currently confer or may confer in the future upon their nationals, in addition to the rights bestowed by this Act.

- 5.4.2. The enjoyment and exercise of these rights shall not be contingent upon any formalities; such enjoyment and exercise shall remain independent of the presence of protection within the work's country of origin.

6. Duration of Protection

- 6.1. Copyright protection lasts the author's lifetime and extends 70 years after death.
- 6.2. For jointly created works, protection lasts for the life of the last surviving author plus 70 years.
- 6.3. For works created by corporations, anonymous works, or pseudonymous works, protection lasts for 95 years from the date of publication or 120 years from the date of creation, whichever is shorter.
- 6.4. When the term expires, the work enters the public domain, allowing free use by the public.
- 6.5. It will be prohibited to re-commodify public domain works, ensuring they remain freely accessible once they have been released for use, except for the following exceptions:
 - 6.5.1. Public domain works are used in a new commercial context.
 - 6.5.2. Creating derivative works based on public domain material.
 - 6.5.3. Once in the public domain, original work cannot be restricted again, but new derivative works can still be commercialized.

7. Moral Rights

- 7.1. The author has the right to:
 - 7.1.1. Claim authorship and be identified as the creator of the work.
 - 7.1.2. Object to any distortion, modification, or other derogatory treatment of the work that could harm the author's honour or reputation.
- 7.2. Moral rights are distinct from economic rights and cannot be transferred to others.
- 7.3. Moral rights are perpetual and will only be waived by the owner of those rights.
- 7.4. Moral rights are aligned with moral authority as described in Article 8 of the Asgardia Digital Properties Act.
- 7.5. Moral rights do not expire with copyright expiry.
- 7.6. Moral rights apply to all works, including state works.

8. Transfer and Licensing

- 8.1. Copyright can be transferred or assigned to another party in whole or in part through a contract, will, or other legal process.
- 8.2. Creators may grant licenses for others to use their work under specific terms and conditions. Licensing agreements may be exclusive or non-exclusive.
- 8.3. Any transfer or licensing of rights must be in writing and signed by the rights holder.
- 8.4. Moral rights are non-transferable, as stated in provision 7.2.

9. Fair Use Dynamics and Exceptions

- 9.1. Under the Fair Use Doctrine, Certain uses of copyrighted works are exempt from requiring authorization from the rights holder. Permitted uses include:
 - 9.1.1. Criticism, commentary, and parody.
 - 9.1.2. News reporting and public interest reporting.
 - 9.1.3. Educational purposes such as teaching, scholarship, and research.
- 9.2. Fair use is determined based on the purpose, amount, and impact of the use compared to the copyrighted work's market value.

- 9.3. Aligning with internally accepted legal instruments, Asgardia will have the following fair use dynamics towards exemptions and limitations:
 - 9.3.1. Temporary copies.
 - 9.3.2. Reproductions for private use.
 - 9.3.3. Social institutions make broadcasts that are not for profit or gain.
 - 9.3.4. Use for scientific research and teaching.
 - 9.3.5. Use for the benefit of people with disabilities.
 - 9.3.6. Use for public security.
 - 9.3.7. Use for religious or official celebrations.
 - 9.3.8. Use for advertising the sale or exhibition of artistic works.
 - 9.3.9. Library archiving.
 - 9.3.10. Purposely justifiable reproductions by media of the original work.
- 9.4. Provisions 9.3.2, 9.3.5, 9.3.6, 9.3.7, 9.3.8, and 9.3.10 fair compensation for reproductions will be considered and made available.
- 9.5. Asgardian relevant authorities will generate legal instruments to maintain adaptability towards fair use dynamics when rigidity or flexibilities are legally questioned.
- 9.6. Fair use dynamics towards exemptions and limitations will be evaluated by relevant Asgardian authorities using a general fair use balance test considering four key factors:
 - 9.6.1. Commercial vs. noncommercial: Noncommercial uses concerning provisions 9.3.1 to 9.3.10 are more amenable to fair use than commercial practices.
 - 9.6.2. Nature of work: Highly creative works concerning provisions 9.3.1 to 9.3.10 are less amenable to fair use than factual, theoretical, and hypothetical works.
 - 9.6.3. Amount and substantiality: Smaller portions concerning provisions 9.3.1 to 9.3.10 are more amenable to fair use than a substantial portion.
 - 9.6.4. Impact: Harmful Uses concerning 9.3.1 to 9.3.10 are less amenable to fair use than supporting uses.
- 9.7. No fair use factor is definitive, and a balance of all four must be maintained to qualify as fair use.
- 9.8. User-generated content (UGC) is content a digital user uploads to a digital platform. The following considerations will apply concerning restrictions and limitations in the fair use dynamics:
 - 9.8.1. **Ownership**—The creator (user) of the UGC content is the initial copyright holder, and copyrights arise automatically upon creation. However, for additional protection primarily concerning evidentiary and administrative purposes, they must register their platform through the relevant Asgardian or Earth Nation authority within one year after creation or void their copyright protection, thus rendering their platform public domain.
 - 9.8.2. **Platform terms and service**—When users upload content to a platform, the platform's owners will provide clear terms of service to the user, especially if those terms contradict provision 9.6.1 by allowing specific contradictions concerning sharing information, ownership, or privacy.
 - 9.8.3. **Legally Protected Platforms**—If Asgardians want to commercially use someone else's UGC platforms that are lawfully protected under copyright law, they must obtain explicit permission from the UGC copyright holder.
 - 9.8.4. **Open Access and Licensing Models**—UGC copyright holders are encouraged to license their platform content under worldwide specialized licenses like Creative Commons, Open Content Protection, Free Art License, and the GNU Free Documentation License for additional protections or platform protections concerning terms and conditions of information sharing, ownership, and privacy, which can supersede provisions within this Act depending on the agreed-upon terms and conditions.

10. Text and Data Mining (TDM)

- 10.1. In support of evolving AI and machine learning initiatives, Asgardia will allow text and data mining (TDM) of copyrighted work under the following conditions:
 - 10.1.1. It is used for training artificial intelligence (AI) models.
 - 10.1.2. The main goal must be in the research and development of AI.
 - 10.1.3. Global jurisdictions without specific TDM exceptions will fall under the fair use doctrine, which considers the transformative nature of extracting patterns and insights rather than directly copying content permissible.
 - 10.1.4. Access to data sets must be obtained legally.
 - 10.1.5. It is restricted to non-commercial purposes unless provision 9.4.8 applies.
 - 10.1.6. An Opt-Out feature should be implemented through a registration process with the TDM agent, enabling Asgardians to prevent the use of their work.
 - 10.1.7. It is authorized for research, analysis, and models for scientific, educational, language, sentimentality, and medical purposes, whether online or not.
 - 10.1.8. It can be used commercially as long as the data copyright holder and the TDM agent agree to specific waiver or compensation terms in a written contract.
 - 10.1.9. Refer to provision 2.5 of Article 2 for details on the differences between commercial and non-commercial TDM.
- 10.2. The Ministry of Equity and Resources will be considered the TDM agent.
- 10.3. The Asgardia government can use TDM to analyze large volumes of public data to identify trends, patterns, and insights that can inform policy decisions, improve public services, detect potential threats, and enhance research capabilities. However, it must do so with strong privacy protections and ethical considerations, ensuring transparency and accountability in data collection and usage.
- 10.4. The key areas of data collection that can be used are public opinion, economic forecasting, fraud detection, disaster preparedness, national security, research and development, and citizen engagement.
- 10.5. The Asgardia government will avoid potentially discriminatory algorithms, mitigate data accuracy and reliability, and address biases and inconsistencies to ensure data quality.
- 10.6. TDM data considered public domain, not regarded as legal orphan work, or the author of such data has not attempted to copyright the work within one year, has no restrictions, and is not protected aligning with provision 4.5 of this Act and 7.1 of the Asgardia Digital Properties Act.

11. Infringement and Remedies

- 11.1. Any unauthorized use of protected works constitutes copyright infringement.
- 11.2. Remedies available to the rights holder include:
 - 11.2.1. Injunctions to stop unauthorized use.
 - 11.2.2. Compensatory damages to cover actual losses incurred by the rights holder.
 - 11.2.3. Statutory damages and fines, as determined by law, for wilful infringement.
- 11.3. Repeat infringers may face enhanced penalties, including possible criminal charges for significant and intentional infringement. Asgardian individuals or Enterprises that are service providers or own digital platforms accused of being repeat infringers will be subject to notice and takedown procedures determined after an infringement investigation by the Asgardia Prosecutor General Office (PGO). The PGO is authorized to defer proceedings to the Asgardia judiciary if warranted. Investigations by the PGO must be fair, impartial, and aligned with all rights guaranteed to Asgardians by the Asgardia Constitution or any other legal instruments concerning such rights. Repeat infringement outside Asgardia's jurisdiction is subject to the laws where the infraction occurred. However, the PGO

- or Asgardia's judiciary is authorized to pursue intervention measures when the infraction involves Asgardia or Asgardians.
- 11.4. What constitutes infringement will be aligned and determined by Article 13 of the Asgardia Digital Properties Act provisions.
- 11.5. Under this Act, dispute resolution will follow the provisions of the Asgardia Dispute Resolution Act, which encourages mediation and arbitration as initial dispute resolution methods.
- 11.6. All parties needing to resolve a dispute shall attempt mediation or arbitration before litigation, reflecting Asgardia's alternative dispute resolution, unless urgent injunctive relief is required.
- 11.7. The Asgardia judiciary will determine the awarding of statutory damages for copyright infringement cases concerning infractions within Asgardia. The determination will be proportional to the offense, allow mitigating circumstances, be fair and impartial, allow allowances for evidence presented, be based on actual and/or precedent court proceedings, and be aligned with the Asgardia Judiciary Act.
- 11.8. Statutory damages for copyright infringement cases outside Asgardia's jurisdiction will be determined by the jurisdiction where the infraction occurred. However, as per Chapter 6 of the Asgardia Judiciary Act, Asgardians are guaranteed intervention and protection in such instances.
- 11.9. In the occurrence of any inconsistency within this Act, the provisions outlined in the superior instruments, specifically the Asgardia Constitution and the Asgardia Digital Properties Act, shall take precedence.

12. Registration

- 12.1. Registration of copyright provides public notice of ownership and is advisable but not required for copyright protection within one year after said copyright material was recognized as created. As described in the Asgardia Digital Properties Act under provision 7.1.
- 12.2. Registered copyrights may offer additional legal advantages, such as presumptive proof of ownership and eligibility for statutory damages and attorney fees in infringement cases.
- 12.3. The Equity and Resources Ministry is authorized to create a centralized registration system for copyrights to maintain consistency and administration efficiency. The Asgardian authorities will collaborate with intellectual property management through this system and ensure registrations specific to their Ministry are promptly addressed. The centralized system is authorized to have:
- 12.3.1. Official operational, compliance, and guidance protocols established through legal instruments for the management, administration, and application systems essential to the functioning of a comprehensive registration system, whether digital or otherwise non-digital.
- 12.3.2. The collection of fees as appropriate if needed.
- 12.3.3. The ability to operate manually or digitally.
- 12.3.4. Incorporating necessary dispute resolution procedures, appeal mechanisms, enforcement protocols, disclaimers, and additional legal frameworks essential for national, international, and outer space context relations.
- 12.4. The Equity and Resource Ministry shall establish a registration system policy.
- 12.4.1. This policy must include systems of administration and implementation appropriate for the timeline and economic progression of Asgardia.
- 12.4.2. This policy may include agencies, organizations, duty appointments, or any other measure needed for implementation and management.
- 12.4.3. This policy is required to incorporate an intellectual property (IP) strategy that promotes innovation, collaboration, and the development of intellectual property, as well as international relations and cooperation in the realm of IP. Additionally, it should encompass guidance on cross-border relations,

collaboration among Asgardian authorities, integration, and leadership. Moreover, the IP strategy should support appealing educational initiatives to inform Asgardia Enterprises, Asgardian individuals, non-Asgardians, and other areas necessary to promote growth, innovation, sustainability, and economic stability.

12.4.4. This policy must stay within the scope of this Act and all relevant Asgardia legal instruments.

13. Copyright Management Systems and Anti-Circumvention

13.1. Asgardians are allowed to protect their copyright material with copyright management protection systems, both non-digital and digital (otherwise known as Technological Protection Measures [TPMs]). These management systems are considered user-applied, and the rights of the user cannot be circumvented for any purpose except:

13.1.1. Copying a work to make it accessible for someone with a perceptual disability.

13.1.2. User voluntarily grants specific waiver for circumvention.

13.1.3. A determination rendered by the judiciary of Asgardia, when deemed necessary, in pertinent cases pertaining to protective measures implemented through legal procedures rather than through circumvention.

13.2. Asgardia will honour all Earth Nation Digital Rights Management (DRM) Collective Management Organizations (CMOs) and Anti-Circumvention copyright protection legal instruments as long as they do not circumvent Asgardia laws or harm Asgardia citizens and residents in any way.

13.3. Rights management information and pertinent metadata will be held in digital files to facilitate licensing and reduce infringements.

13.4. The pertinent authorities of Asgardia will offer accessible educational materials to the populace of Asgardia, facilitating their understanding of the available protection measures, their application, their protective functions for Asgardians, and methods by which these measures may be circumvented.

14. International Protection

14.1. Copyright protection extends internationally through treaties and conventions, including the Berne Convention, TRIPS Agreement, and the World Intellectual Property Organization (WIPO) treaties.

14.2. International legal instruments for the blind, visually impaired, or anyone with any other disabilities will be considered regarding copyright protection and assessable formats for those protections.

14.3. Asgardia is committed to adhering to these treaties, granting reciprocal protection to foreign works as afforded to domestic works.