

Research Article

The Legal Regulation of the Translation Contract under the Jordanian Copyright Law and the Relevant Rights

Prof. Mohammad Khalil Yousif Abu Baker

Faculty of Law, University of Petra- Jordan, Ex-Dean of the Faculty of Law Al-Zaytoonah University of Jordan. Email: mohd.abubaker@uop.edu.jo

*Correspondence: mohd.abubaker@uop.edu.jo

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Abstract: This research examines the regulatory framework governing translation agreements under Jordanian Copyright Law and associated rights legislation, with particular attention to their legal classification, applicable statutory provisions, substantive terms, constituent elements, and the mutual rights and obligations of the contracting parties. It further considers the legal effects arising from such contracts, the mechanisms through which the contractual relationship may be brought to an end, and the necessity for these agreements to be both time-limited and formally documented in writing between the parties involved. A descriptive-analytical approach was adopted to evaluate relevant legal texts and doctrinal sources. The findings indicate that the Jordanian legislature has not developed specific provisions tailored to translation contracts, nor established a dedicated legal framework reflecting the distinctive nature of this type of agreement and the balance of rights and duties it entails. Instead, such contracts are left to be governed by broad, general legal rules, which are insufficient to address their particular characteristics as a relatively modern contractual form. The study concludes that there is a clear legislative gap in the regulation of translation contracts. Accordingly, it recommends the introduction of specialised legal provisions that explicitly define the essential components of translation agreements, regulate their duration and scope, and mandate their formulation in written form to ensure legal certainty and protect the interests of both parties.

Keywords: Derivative Work; Translation; Translation Contract; Translation License; Translated Work.

1. Introduction

The Jordanian copyright law confers upon the author the exclusive economic right to exploit his work, thereby prohibiting any person from undertaking its translation without obtaining prior consent. At the same time, the legislation recognises the translator, once authorised by the original author, as possessing legal protection over the translated version as a derivative work originating from the original creation.

The legal framework further extends protection to translators who operate under a licence issued by the Minister of Culture for educational or research purposes, including use in schools, universities, or academic research, particularly where foreign works are published in Arabic in printed or other formats. This protection is implemented in accordance with the provisions established by Jordanian law safeguarding the rights of authors. The scope of protection also encompasses works produced for educational institutions or universities by Jordanian authors under copyright legislation and related rights provisions, including situations where authors have assigned or waived translation-related rights to others. Moreover, an author may authorise another individual to translate his work for his benefit, subject to obtaining approval from the competent authority, namely the Minister of Culture.

Despite the significant practical role of translation in publishing activities and in facilitating the transnational circulation of knowledge, the translation contract has not been regulated in Jordanian law as an independent contractual category. This legislative gap creates ambiguity concerning the nature of transferable rights, permissible contractual structures, obligations of the parties involved, and the legal consequences arising from non-performance or breach. Accordingly, this study analyses the regulation of translation contracts within the Jordanian copyright regime and related rights framework, with emphasis on the scope of assignable rights, the legal architecture governing translation agreements, and the equilibrium between the author's exclusive rights and the translator's derivative protection.

The study is designed to serve legal academics specialising in intellectual property, legislators involved in reforming copyright legislation, judges and practitioners handling disputes related to publishing and licensing, as well as publishers and professional translators in need of clearer contractual standards. By elucidating the legal character and regulatory position of translation contracts, the

research aims to advance doctrinal understanding and strengthen legal certainty in contractual practice. The article proceeds as follows. It first presents the legal basis of translation as a protected act under copyright doctrine and clarifies the interaction between economic and moral rights in relation to derivative works. It then examines the legal nature of the translation contract, including its essential components and the extent of rights capable of being transferred. The following section analyses the reciprocal obligations of the author and translator, as well as the legal consequences arising from the contractual relationship. The study concludes by integrating the findings and proposing recommendations for legislative and doctrinal improvement in regulating translation contracts under Jordanian law.

2. Study Methodology

The study employed a doctrinal analytical method based on the interpretation of statutory provisions, examination of relevant legal principles governing derivative works, and a critical evaluation of contractual mechanisms used in the exploitation of translation rights. The analysis is primarily grounded in the Jordanian legal system while situating the discussion within the broader theoretical framework of copyright law.

2.1 Study Limitations

- **Subject Limitation:** The study's subject limitation is the legal regulation of the translation contract pertaining to the author's and other relevant Jordanian rights.
- **Space Limitation:** This is limited to the translation contract, its rules, provisions, and effects as enforced in the Hashemite Kingdom of Jordan.
- **Time Limitation:** This is limited to the translation contract and protecting the author's right in Jordanian law number 22 of 1992 and its amendments.

2.2 Study Terminology

- **Work:** This denotes any creative literary, artistic, or scientific work protected in compliance with article (3) of the Jordanian protection law of author and relevant rights.
- **Author:** The creative person or the one who creates the work.
- **Right Holder:** He is the author or his general or private successor in charge of the financial rights bequeathed to him in compliance with an agreement signed with the author or any of his successors.
- **Translating Author:** He is the person who translates the work into another language or transforms the literary, artistic, or scientific work into another type of work.

2.3 First Topic: Nature of the Translation Contract

Translation constitutes a major avenue of income for both authors and translators, and it serves as a key mechanism for the cross-cultural transmission of knowledge among nations. States rely on translation to expand readership and disseminate intellectual output at both domestic and international levels. This process depends on competence in two languages—the source and the target—and reflects a creative and innovative intellectual effort undertaken by the translator. The resulting translated work is ultimately protected under copyright law, related rights regimes, and relevant international intellectual property agreements, particularly those concerning literary, artistic, and scientific productions.

2.4 First Requisite: Concept and Status of the Translation Contract

One form of economic exploitation of an author's work is the translation contract, through which the author may either undertake translation himself or authorise another party to exploit translation rights for financial gain under a contractual arrangement. The translator may also exercise such rights in return for remuneration paid to the original author. Translation is therefore regarded as a derivative creative act based on a pre-existing work and remains subject to copyright protection and related rights provisions. This legal protection extends to the newly created derivative output. This requisite is divided into two parts:

- **First:** Definition of the translation contract, its legal status, constituent elements, and distinguishing conditions compared with other contractual forms.
- **Second:** Conditions of the translation contract and the features that differentiate it from other types of works.

2.5 First Part: Definition of the Translation Contract and Its Status

Copyright in relation to the author includes the right to translate a published work into another language. This constitutes a newly created legal situation protected under copyright law. In this context, the author performs the intellectual act of transforming a work from its original language into another, which inherently requires proficiency in both languages. The author's copyright protection law and the relevant translation laws constitute, for the Jordanian legislator, part of article B/9, "translating the work into another language." [1]. Translation is defined as "Expressing any technical, scientific, artistic, or literary work in a language other than the original one, whether that work was oral or written, and whether it was intended to be published in a book, journal, or any other form, or making it a subject of a theatrical, cinematic, radio, or television show, or for any other purposes" [2]. Translating the work into another language means "Translating the published work into another language, which is considered a work of authorship that the law of author's protection rights covers. It is considered a new work subject to legal protection." [3]

Regarding the author's right, translation means "The expression of any work, whether literary or scientific, in a language other than the original, irrespective of the work being written or oral" [4]. The first item of article (3) of the Jordanian and Lebanese copyright protection law for art stipulates, "Translation works with an extant work whose transfer to another language requires knowledge of the language of the original text, besides absorbing subject of the work to be translated." [5]. The basic principles of author's rights indicate that "translation about author's right expresses content and style the original work accurately and honestly. Thus, the translator does not only skilfully use his knowledge of the two languages, but also shows the absorption of the subject to be translated." [6].

Translation is an intellectual process involving the rendering of an existing literary, artistic, or scientific work from its source language into a different target language, in a way that preserves and accurately reflects both its meaning and stylistic characteristics. This activity necessitates complete command of both the original and translated languages, along

with a comprehensive grasp of the subject matter and the underlying objectives of the text. In this legal and conceptual context, a translation is regarded as a derivative creation based on a pre-existing original work. As such, it is eligible for protection under copyright law, provided that such protection does not infringe upon or undermine the established rights of the original author.

2.6 Second: Subject of the Translation Contract

The subject matter of the contract consists of the translation of literary, artistic, or scientific works that fall within the scope of protection under copyright legislation. It corresponds to the author's rights and the relevant rights recognised under Jordanian law, provided that the required conditions relating to subject matter and form are satisfied, thereby ensuring that such works are legally protected as transferable economic rights. In accordance with Article (3) of the Jordanian Copyright Protection Law and related rights provisions, the types of works eligible for translation under such a contractual arrangement align with those covered by translation agreements. These include, for example, books, pamphlets, and other written materials, as well as oral works such as lectures, sermons, speeches, and public addresses. They also extend to dramatic works, musical compositions, cinematographic productions, audio-visual broadcasts, computer software, and collective literary works such as encyclopaedias and anthologies. For such works to qualify for protection, they must satisfy the legal requirements concerning both subject matter and form. These conditions are as follows:

2.6.1 Subject Terms

2.6.1.1 Innovation

The work must be characterised by originality and creativity. Innovation is not limited to mere novelty; rather, it represents an intellectual effort that embodies the personality and individual imprint of its author, and it must not constitute a reproduction or imitation of a pre-existing work. It is regarded as a fundamental requirement upon which copyright protection is based, regardless of whether the work is literary, scientific, or artistic in nature, and irrespective of the method of expression or its intended purpose [7]. Protection of original works is not limited by any condition other than the manner of expression, provided that the work is presented in a form or style that enables identification of its author. Previously, the Jordanian legislator required the author to deposit the work in order to distinguish it from other works; however, this requirement has now been abolished, as stipulated in Article 2(5) of the Berne Convention, which affirms that protection is not contingent upon deposit or any similar formal requirement, nor is it linked to originality or any other procedural condition.

2.6.1.2 Novelty

In order to qualify for legal protection, the work must possess a degree of novelty. Authorship is not confined merely to ideas, previously addressed themes, or general principles; rather, it must demonstrate originality through a novel form of expression or creative treatment.

2.6.1.3 Legitimacy

The work must not be contrary to public order or morals. Certain international laws and agreements provide that the work must be lawful and should not infringe upon public order or ethical standards, as stipulated in Article 17 of the Berne Convention [8].

2.6.2 Formative Terms

Legal protection applies to a work only once the idea has been transformed into a tangible form and is ready for publication. In other words, the creation must go beyond a mere draft, proposal, or work-in-progress intended for review or editing, and must instead exist in its finalised form suitable for dissemination. Protection is not influenced by the nature of the work, its method of expression, its value, or the manner in which it is presented. The intellectual or artistic merit of the work is not a determining factor for eligibility; rather, what is required is the fulfilment of the substantive requirement of fixation. Modes of expression may vary depending on whether the work is literary, artistic, or scientific in nature. Article (2) of the Jordanian Copyright Protection Law emphasises that a work must be embodied in a permanent and material form, thereby establishing the requirement of materialisation (fixation) [9]. The term refers to the presentation of the subject matter in a tangible and substantive form that enables it to be reproduced or communicated

through writing, drawing, imaging, performance, or any other analogous means of expression.

2.7 Third: Pillars of the Translation Contract

Translation contracts, regardless of their specific form, are generally founded upon a set of core elements, namely: mutual consent, subject matter, cause, and consideration. The subject matter of the contract refers to the work agreed upon between the author and the translator, whether it is of a literary, artistic, or scientific nature. The third essential element is remuneration, which constitutes the financial rights agreed upon by both parties. This aspect may vary depending on the particular form and terms of the contract. The three principal elements of the contract will be examined as follows:

2.8 First Pillar: Mutual Consent

The contracting parties are the author and the translator. A translation contract is formed through mutual agreement between them, established by offer and acceptance. Under Article (13) of the Jordanian Copyright Protection Law and related rights, the Jordanian legislator requires that such a contract be concluded in writing^[10]. Accordingly, the author is entitled to dispose of the financial rights in his work, provided that such disposition is made in writing and that each right is clearly specified, including the duration of exploitation, its scope, and the territories in which it applies. Although the contract must be in written form in accordance with Jordanian law to establish its existence and enforceability between the contracting parties, this requirement is generally considered a formal rather than a substantive condition. Mutual consent remains a fundamental requirement of the translation contract, whereby the two parties' wills—the author and the translator—converge on both the essential and detailed terms of the agreement.

These essential terms include, *inter alia*, the legal nature of the contract, its subject matter, the specific work designated for translation, the rights being assigned or waived, remuneration, duration, territorial scope, and other specific conditions such as the handling of the work, language requirements, revisions, proofreading, form of output, production process, attribution of names on the work, number of copies, mode of performance, and any contractual limitations. Furthermore, both contracting parties must possess legal capacity to enter into the agreement, ensuring that the contract is valid and free from defects. One of the key conditions for the validity of consent is the absence of vitiating factors such as injustice, fraud, coercion, error, and lack of legal capacity, as stipulated in Article (43) of the Jordanian Civil Code^[11]. The mutual consent underlying a translation contract between the author and the translator is based on the author's waiver of certain financial (economic) rights, while his moral rights in the work remain intact and unaffected. In this arrangement, the translator is recognised as a new author in respect of the translated version, which constitutes a derivative work originating from the original creation.

2.8.1 Contract Subject

The second essential element of the translation contract is the work designated for translation, whether it is literary, artistic, or scientific in nature. The work must be clearly identified and specified for the purpose of translation. In general, the contracting parties determine, by mutual agreement, the specific work to be translated, the manner of its utilisation, its scope of use, the duration of exploitation, the form of publication, as well as the price and remuneration. The contract must not extend to future works or rights that have not yet come into existence. In this regard, Article (14) of the Jordanian Copyright Protection Law and related rights provides that future rights may not be waived or disposed of in advance ^[12].

2.8.2 Financial Remuneration

This element varies depending on the type of translation contract. The author may request the translator to translate a work for his personal use, or the translator may be engaged by a natural or legal person operating in the field of publishing or translation, whether for official or private institutions, or he may be commissioned to translate works requested by third parties. The translator may also carry out translations on his own account or obtain authorisation from the competent minister to translate works for educational purposes in schools and universities or for research purposes. In such cases, the financial remuneration is determined in line with the previously mentioned categories of translation contracts, taking into account factors such as the value of the work, the cultural standing of the author, the level of economic benefit derived from the sale of the work, the duration of exploitation, the territorial scope, and

the possibility of the translator transferring or assigning his translation rights to others.

2.9 Second Part

2.9.1 Provisions Related to Contracting Proof and Distinction

2.9.1.1 First, Conditions Associated with Contracting and Proof

The author is entitled to dispose of the economic rights in his work by authorising its translation and entering into contracts with other parties, by virtue of being the original author of the work ^[13]. According to the Jordanian legislator, the exploitation of an author's protected rights must be evidenced in writing. The absence of written form does not invalidate the underlying right itself; rather, writing functions as a means of proof and documentation rather than constituting the essence of the contract. The requirement of written form is intended to ensure the validity and enforceability of the agreement, to clearly define the rights and obligations agreed upon, and to specify the fundamental terms, details, and scope of the contract, while also safeguarding the interests of both the author and the translator. Similarly, the Lebanese legislator, under Article (17) of the Intellectual Property Law on Artistic and Literary Works, has required that agreements be concluded in written form, stipulating that the absence of writing renders the exploitation of the author's financial rights void.

Inability of translators to dispose of author's future intellectual products: In the law of protection, the Jordanian legislator considers invalidity a punishment for the disposal of the author's future intellectual creation as presented in article (14) in which the lawmaker believes that disposal invalid ^[14]. Translator's contract does not include the juridical right of the original author: This category of rights is intrinsically linked to the author's personal identity and creative personality; consequently, it cannot be transferred or disposed of due to its inherent nature, and therefore it is not subject to commercial exploitation or contractual dealings. This principle can be inferred from Articles (12) and (13) of the Jordanian Copyright Protection Law and related rights ^[15].

2.9.2 The Work Agreed Upon to be Translated

The translation contract must clearly identify the work subject to translation, whether it is literary, artistic, or scientific, and must disclose its characteristics, number of pages, and subject matter in order to prevent any future disputes.

- Work Investment Place: The contracting parties must define the author's field of exploitation, whether within or outside the territorial boundaries of the jurisdiction.
- Specify the number of copies to be printed and distributed after translation: Both parties are required to determine the number of translated copies to be published and distributed each time.

2.9.2.1 Financial Remuneration

The parties must agree upon the financial consideration at the time of concluding the contract. The purpose of exploiting intellectual property rights by the author, in any form, constitutes the primary motive for entering into such agreements. Remuneration may take the form of a percentage of sales or profits, a lump-sum payment, or be calculated based on the number of copies printed, distributed, or sold.

2.9.2.2 Contract Scope

The contracting parties must define the scope of the contract in advance, including the extent of rights assigned in relation to translation in all its forms. This scope may cover specific countries, import and export rights, online publication, assignment of rights to third parties, translation into one or multiple languages, number of editions, copyright, recording, electronic distribution, reproduction, sale, and public or musical performance.

2.9.2.3 Waiving this Right to Others

Both parties—the original author and the translator—may assign or waive translation rights. If the translator has been granted the right to translate the work into different languages, he may also assign or transfer the derivative translation rights to others or authorise its translation into additional languages, and such rights may extend to his successors, subject to the agreement of both parties.

2.9.2.4 Determining Contract Duration

The duration of the contract must be specified by the parties, whether it serves the interest of the original author, the translator, or is based on an employment relationship. Defining the time period is essential to ensure proper execution of the agreed terms.

2.9.2.5 Contract Interpretation and Dispute Solution

The contract must include clauses governing interpretation, applicable law, competent jurisdiction, and mechanisms for dispute resolution, including arbitration where applicable.

2.9.2.6 Agreement on the Form and Essence of the Translated Work

The parties must agree on the presentation format of the translated work, including attribution of the names of the original author and translator, and must not introduce any modification or alteration to the agreed form in which the translated derivative work will appear.

2.9.2.7 Breach of Contract and Failure to Respect Its Terms

The contracting parties are entitled to predefine guarantees and compensation mechanisms in the event of any breach of contractual terms or obligations by either party.

2.10 Proof of the Translation Contract

Proof refers to the presentation of legally admissible evidence before the judiciary, through methods prescribed by law, to establish the existence of a disputed legal relationship relevant to the case. Under Jordanian law, the translation contract must be in writing; however, this requirement does not affect the validity of the contract itself, as it serves as a rule of evidence rather than a constitutive requirement of formation. Neither the author nor the translator is permitted to rely on alternative evidentiary methods such as witness testimony to prove the existence of the contract, as the Jordanian legislator has mandated written form as the primary evidentiary requirement. Accordingly, proof is restricted to written documentation, and in some legislative systems, failure to comply with the writing requirement results in nullity of the contract [16].

2.10.1 Second: Distinguishing the Translation Contract from Other Similar Ones

The translation contract differs from other contracts in certain provisions while sharing some general characteristics with them. However, it remains an independent contractual category with specific features that distinguish it from similar agreements, in addition to the legal framework governing its regulation. Contracts that are comparable to the translation contract include licensing contracts, publishing contracts, and public performance contracts. The distinguishing characteristics of the translation contract from these other contracts are outlined as follows:

2.10.1.1 Translation and License Contracts

The licensing contract differs from the translation contract in its subject matter and legal basis. The former is related to the exploitation of industrial property rights, such as patents or trademarks. It may be voluntary or compulsory and is governed by patent law. Likewise, trademark licensing allows the authorised use of a registered mark under the terms of a voluntary licence agreement. In contrast, the translation contract falls exclusively within the scope of copyright law and is not governed by other branches of intellectual property law. Moreover, both contracts are legally independent in nature and operate under distinct legal regimes. The legal effect of the translation contract is the creation of a new derivative work that is protected under copyright law, which in turn defines the translator's rights and enables him to exploit the translated work economically. Nevertheless, such exploitation remains subject to copyright protection. The translator may also assign or waive this right in favour of others, provided that such a condition is expressly included in the contract.

2.10.1.2 Publishing and Translation Contracts

The publishing contract is an agreement concluded between the author and the publisher, under which the author grants the publisher the right to exploit an intellectual work through publication, distribution, and sale, in accordance with the terms agreed upon in the contract. This agreement is likewise governed by copyright law and related rights provisions. The publishing contract is "An agreement between author and publisher in which the publisher prints the work, publishes it, and sells to

the public the way agreed upon in the contract. It also explains contract scope, its purpose, span time of exploitation, and its location in return for a certain percentage of the revenues the author takes from the publisher." [17].

In the translation contract, the author grants the translator permission to translate the work into a mutually agreed language, alongside determining the respective rights and financial remuneration due to each party. This agreement results in the creation of a derivative translated work that is eligible for legal protection. Consequently, the translator acquires rights over the newly produced translation, including both financial and legal entitlements, and may assign or transfer such rights to others, provided that this is expressly stipulated in the contract.

2.10.1.3 Public Performance and Translation Contracts

The Jordanian law of protection gave the author the right to waive it in compliance with contract provisions of a particular work to be presented in a public performance form. This is stipulated in article (23) of Jordanian law for protecting the author and relevant rights [18]. The author might authorize others to present his work in the form of public performance, such as the following kinds of work: literary, dramatic, musical, fine arts, motion pictures, aural, visual, and recording works, in addition to dance work [19]. Performance artists like actors, singers, musicians, and dancers enjoy protection. In a translation contract, the author entrusts the translator with the task of producing a new work derived from the original creation. The translator is typically expected to possess the necessary competence, linguistic knowledge, and technical skill to transfer content from one language into another. Through the act of translation, he generates a new derivative work that is itself eligible for legal protection. In this context, the translator—regarded as the author of the translated version—also benefits from legal protection. Accordingly, the new author (the translator) acquires both financial and legal rights comparable in nature to those of the original author.

2.10.1.4 Concession and Translation Contracts

The concession contract differs from the translation contract in terms of the legal regime governing each. The concession contract primarily relates to industrial property rights, including patents, trademarks, protection of integrated circuit designs, new plant varieties, industrial drawings, industrial models, and technology transfer agreements. By contrast, the translation contract falls under copyright law and the protection of authors' rights. In this framework, the translator is recognised as a new author who benefits from legal protection over the derivative work. Like other authors, he enjoys both economic and juridical rights in relation to the translated work, without prejudice to the rights attached to the original work.

2.10.2 Second Requisite: Legal Nature and Form of Translation Contract

In the first part of this requisite, the researchers examine the legal nature of the contract, highlighting its distinctive characteristics in relation to authors' rights, its juridical status, and its classification as a transferable legal and economic asset. In the second part, the researchers address the different forms of the translation contract. The first concerns the author's right to translate his own work, while the second relates to the right granted to the translator by the author to carry out the translation. This latter arrangement gives rise to a newly translated work that is itself subject to legal protection under copyright law.

2.10.3 First Part: Characteristics of the Translation Contract

A translation contract is characterised by certain binding features applicable to both parties. While it shares many attributes with other contractual types, it is primarily distinguished by its subject matter. Accordingly, the researchers will present both its general characteristics and its specific features related to its subject as follows:

2.10.4 Types of the Translation Contract

2.10.4.1 Indefinite Contract

The Jordanian legislator has not explicitly regulated this type of contract within the Copyright Protection Law and related rights, as it is considered relatively modern compared to traditional commercial contracts involving intellectual property.

2.10.4.2 Consent Contract

A translation contract is concluded once mutual consent is established through offer and acceptance between the author and the translator. In other words, no special formal procedure is required for its formation. The legal effects arise as soon as the parties reach agreement, without being dependent on a specific formal structure. However, the Jordanian legislator requires that the contract be in writing for evidentiary purposes rather than as a condition for formation. Nevertheless, in certain legal systems, the absence of a written instrument may render the contract void.

2.10.4.3 Binding Contract

This is a reciprocal agreement that imposes obligations on both contracting parties. If either party fails to fulfil its obligations, the contractual relationship may be terminated or rendered ineffective in accordance with the law.

2.10.4.4 Indemnity Contract

It is a contract in which each party receives consideration for what it provides; the author receives remuneration for authorising the translation of the work, while the translator receives payment for translation, publication, distribution, and sale activities.

2.10.4.5 Time Contract

It is a continuing contract rather than an immediate or instantaneous one, whereby the parties undertake obligations that extend over a defined period or are repeated multiple times throughout its duration.

2.10.4.6 Personal Contract

The exploitation of the original work constitutes a central personal element in concluding the agreement. In certain cases, the author and translator may only assign or waive the translation right, or grant a translation licence to third parties, subject to mutual consent. The author typically selects the translator, who in turn may be involved in selecting the work to be translated.

2.10.4.7 Commercial Contract

A translation licence is considered a commercial contract, as it permits the translation of works for purposes of printing, publishing, and distribution, thereby contributing to the dissemination of knowledge. These activities fall within the scope of commercial exploitation of intellectual property rights.

2.10.5 Second Part: Translation Forms

There are multiple forms of translation through which the author may commercially exploit his work by rendering it into another language. With the advancement of modern technology and continuous development in digital tools, translation methods have become increasingly diverse. The translator may carry out the translation manually without relying on technological assistance, which is referred to as human translation. Alternatively, he may utilise technological tools by integrating human effort with machine-assisted processes. A further form involves the direct use of machine translation systems, where the text is processed automatically through translation software. However, such machine-based translation requires a higher degree of creativity and refinement in order to qualify for legal protection under copyright standards. Translation methods therefore vary, and the author may exploit his work by translating it himself through an agreement with a translator, or by authorising another party to carry out the translation on his behalf in exchange for remuneration. Accordingly, the various forms of translation contracts are as follows:

2.10.5.1 Subcontracting

In this type of contract, the author entrusts the translator to translate the work against a specific payment as stipulated in article (780) of the civil Jordanian law, which reads, "It is a contract in which somebody does a certain work against a payment he receives from the other party" [20]. It is a consensual contract that is binding upon both parties. The author retains his right to exploit the work economically while authorising the translator to carry out the translation at the author's expense, with the resulting work being published, distributed, sold, and made available in electronic form. The author and the translator may agree on a specified percentage for the distribution of profits and losses, as well as on the sharing of costs related to translation, revenue exploitation, printing,

publication, distribution, sale, and electronic dissemination. This type of arrangement is considered acceptable as it resembles a form of partnership in which the author contributes the original work while the translator contributes the translation. The produced copies are considered jointly owned by the partnership, and each party is entitled to a share of the profits in accordance with the agreed percentage of gains and losses [21].

2.10.5.2 Sale Contract

According to this contractual arrangement, the author irrevocably transfers his financial rights related to translation to the translator without limitation. In such a case, the translator undertakes the translation of the work and assumes responsibility for its printing and publication using both traditional and electronic methods for his own benefit, without any restriction on the number of editions. Consequently, the author effectively assigns his economic right of exploitation in exchange for a lump-sum payment agreed upon by both parties and paid once. Alternatively, the author may sell his work to the translator, who then translates it and commercially exploits it through publication and sale of a limited number of copies, in return for a fixed amount mutually agreed upon by the parties. In this scenario, the author retains his moral (juridical) rights in relation to the translated version of his work, while the translator acknowledges and upholds such rights in the derivative translated work.

2.10.5.3 Work Contract

The Jordanian legislator in article (6) of the author's protection law specified the worker's right obtained through "The innovative work he performs in the domain of author's right ascribed to him unless something else is agreed upon." [22].

Article (20) of the Jordanian labour law stipulates, "Intellectual property rights are determined for business owner and labourer in a written agreement, especially when that labourer makes use of experience of the business owner or any other information or tools to achieve this innovation." [23]. Concerning the preceding provisions, the translator may be engaged as an employee working for another party. In such a case, under the Jordanian Copyright Protection Law and labour legislation, the translator's rights over the resulting derivative work are determined in accordance with the applicable legal framework, and such rights may constitute protected intellectual property rights. Translation rights may be categorised under the following three scenarios:

1. In situations comparable to a publishing house, the translator and the employer must conclude an agreement specifying entitlement to translation rights, including both financial and moral (juridical) rights over the derivative work created from the original work.
2. Where the worker or employee carries out the translation using the employer's experience, information, tools, or preliminary materials, such resources remain the property of the employer and do not transfer to the translator.
3. Where the translator translates a work that does not belong to the employer and does not utilise any of the employer's resources or materials, the resulting translation, in this case, is attributed to the translator, who retains rights over the derivative work.

2.10.5.4 Translation License

The translator may obtain a non-exclusive and non-waivable licence by submitting an application to the Minister of Culture or his authorised representative, in order to secure permission to translate a work for teaching or research purposes, in accordance with Article (A)(1) of the Jordanian Copyright Protection Law. The procedure is as follows:

1. Submission of a request to the competent Minister or his authorised representative.
2. Translation of the foreign work.
3. Rendering the work into Arabic.
4. Publication of the translated work in printed form or in any other format.
5. A period of three years must have elapsed since the first publication of the work by the rights holder, or permission may be granted earlier if the translated edition has gone out of print or is no longer available with the approval of the rights holder.
6. The translation must be strictly for educational or research purposes.
7. The author's financial rights must not be infringed, and the compensation (indemnity) must be fair and proportionate to the author's economic interests.

2.11 Second Topic: The Effects of the Translation Contract and the Demise of the Contractual Bond

In the law of protection of the author and relevant rights, the Jordanian legislator has regulated the obligations governing the financial exploitation of the translation contract. The author may exploit his work through contracts concluded with the translator under specific terms and obligations.

2.11.1 First Requisite: Legal Effects of the Translation Contract

According to Jordanian law, the author is bound by certain obligations towards the translator in order to ensure the latter's right to translate the work for others. The author's responsibilities include delivering the work to be translated to the translator, ensuring compliance with security requirements, and adherence to deposit-related obligations. The translator's obligations include translating the work, exploiting the translated version in accordance with the contract, and refraining from infringing the author's moral (literary) rights.

2.12 First: Author's Obligations

In accordance with the terms of the contract, the author is required to fulfil the following obligations:

2.12.1 Handing in the Work to the Translator

The contract obliges the author to deliver the agreed work to the translator in order to enable the creation of a new derivative work for publication. The author must also deliver the work within the time period specified in the contract. Where the author fails to fulfil this obligation, the translator is entitled to terminate the contract. Delivery in this context refers to providing the work for economic exploitation, without affecting the author's moral (juridical) rights, which are inalienable and cannot be waived.

If the author attempts to waive his rights or transfer his work entirely to the translator, such action may harm his reputation and expose him to legal accountability before the competent authorities. Such waiver may also mislead readers regarding the ideas contained in the work. In such circumstances, the author is required to withdraw the attempted waiver in order to protect his reputation and interests. Accordingly, the researchers are of the view that the author must revoke any attempted waiver and refrain from withholding delivery of the work to the translator.

It is not allowed to oblige the author to implement the contract by making the translator take the original work or an identical copy by force because that contradicts the literary right of the author to renounce publishing his work whenever he sees that his literary reputation or conscience dictates that [21]. What is the legal ruling of the author's refusal to hand over his work to the translator under the pretext that translating and publishing it will harm his reputation? What if a modification or a political idea in the work might subject the author to prosecution because he did not want to implement the contract to conclude a new one with another translator with better terms?

The answer to such queries is that the author has no lawful justification for refusing to deliver the work to the translator under any pretext, including alleged harm to his reputation or concerns arising from the content of the work, such as political ideas that may expose him to legal accountability. Once a valid translation contract has been concluded, the author is legally bound to perform his obligations in good faith. Accordingly, the author's attempt to avoid performance in order to enter into a new contract with another translator on more favourable terms constitutes a breach of contract. In such circumstances, the first translator acquires the right to demand specific (in-kind) performance of the contract or, alternatively, its termination. He also has the right to indemnity for material damage: "The author cannot exploit that right to renounce publishing to break his commitment because he wants to conclude a more profitable bargain with another publisher." [21].

2.12.2 Warranty Obligations

In compliance with the translation contract, the author is bound not to exploit the work for his own benefit or assign the translation right to another translator, except in cases where the translation is into a different language than that agreed upon, as such conduct would prejudice the rights of the original translator. The author is also not entitled to republish the same content under a different title in order to circumvent the translator and exploit the work independently. Likewise, he may not transfer the same translation rights to another translator, as this would constitute a violation of the first translator's contractual rights and cause him legal harm.

In the event that the author unlawfully assigns the translation rights to a second translator, the first translator is entitled to claim compensation for the material and legal damages resulting from the author's breach of contract. If the second translator is aware that the work

has already been subject to a prior translation agreement with the same author, the author is required to ensure that the new translator is properly granted the necessary rights to publish, distribute, sell, import, and export the translated work, obtain an ISBN from the national library, publish the work online, and secure legal protection through all available means, including any authorised delegation of rights from the author [17]. The author is obliged to provide the translator with certain guarantees, including faithful execution of the contract, observance of good faith, and ensuring the prompt and exclusive performance of the agreed obligations. He must also guarantee that third parties will not imitate or translate the work without authorisation, and any infringement of these rights must be subject to legal action and prosecution.

2.12.3 Commitment to Deposit the Work

The author is required to deposit the work with the National Library Department, through which the translator can verify that the work belongs to the author and that it is original and innovative. This enables the translator to safeguard the translated version and ensure its legal protection. The author is also obliged to protect the moral (literary) rights of the translator, which are distinct from the author's rights in relation to the newly created derivative work. In this context, the translator is entitled to make amendments, deletions, or modifications to the translated text in accordance with the nature of the translation process.

2.13 Second: Translator Obligations

The translator must comply with the terms and conditions agreed upon with the author, particularly with regard to producing an accurate translation and appropriately adapting the language into which the work is rendered. He is also responsible for exploiting the work in terms of publication, distribution, remuneration, and securing legal protection. The translator's obligations may be outlined as follows:

2.13.1 Work Translation

The translator is required to translate the work accurately in accordance with the contractual terms, either by employing the human translation method without technological assistance or by utilising computers and other modern technological tools, depending on his expertise and specialisation in the field. From the researchers' perspective, machine translation alone cannot be regarded as sufficiently innovative or creative; consequently, a translation produced solely through such means may not qualify as a protected derivative work. Therefore, the contract must clearly specify the method of translation to be adopted, as well as the applicable linguistic and technical standards. The translator is further responsible for using precise legal terminology, and in the event of any modification to the original text, he is obliged to reflect such amendments accurately in the translated version.

2.13.2 Translator's Obligation to Authors

The translator is obligated to pay the author the financial consideration agreed upon in the contract through any mutually accepted method of payment. The author is also entitled to receive his due remuneration, and may seek termination of the contract if the translator fails to comply with its terms, as the author's financial entitlement constitutes a legally protected claim with priority and strong evidentiary value. "The Jordanian author's protection law considers the damages awarded to the author excellent credit, irrespective of other rights in the article (49)." [24]

2.13.3 Exploitation Obligation

The primary objective of the translation contract is the economic exploitation of the work, the dissemination of knowledge, and the mutual benefit of both contracting parties. The translator is required to continue exploiting the translated derivative work through various means, including distribution, sale, import, export, and online publication. Such exploitation may also take the form of entering into a publishing agreement with a third party, as well as engaging in ongoing promotional activities using media and advertising channels to introduce and market the derivative work. Article (11) of the Arab Agreement on the Protection of Authors' Rights and Related Rights provides that: "A period the two parties agreed upon to exploit the work or the contract be terminated." [25]

2.13.4 Respecting the Author's Juridical Rights

The contract obligates the translator to respect the author's moral (juridical) rights in relation to publication, deletion, amendment, modification, and any other literary rights attached to the author. The translator is not permitted to use the derivative work for any purpose other than that for which it was specifically intended under the terms of the contract. "The translator is not allowed to amend, delete, add, or cross out anything from the work without a written permit from the author." [21]. The translator's obligation considers the author's name and address, besides his academic certificates. "Caring for artistic principles in producing the derivative work, advertisement, book external design which should not offend the author or repel people from circulating the work." [26].

Suppose the translator identifies inappropriate or defamatory expressions directed at certain individuals within the work, he is obliged to notify the author and request their removal in order to preserve the author's moral (juridical) rights and ensure compliance with legal standards. However, if the author refuses to amend or delete such content, the translator is entitled to seek judicial recourse, including filing a claim before the competent court for termination or invalidation of the contract on the grounds that it contravenes public order and morality. "If the publisher, after having the contract concluded, finds that the book contains libel phrases against some people, the translator cannot delete them without the approval of the author, but if the author refuses, the publisher has the right to file a law case to invalidate the publishing contract because it violates public system." [21].

2.13.5 Contract Implementation According to the Agreed-Upon Period and Editions

The translator is required to comply with the contractual timeframe set for completing the translation of the work, as well as for exploiting the derivative work and producing the agreed number of editions, in return for the final payment stipulated in the contract. The agreement between the parties may also take the form of a final transfer or purchase of translation rights by the author. In such a case, the limitations relating to duration, number of editions, and copies become inapplicable, as the translator acquires broader exploitation rights. A practical issue arises where the number of copies agreed upon has not been fully sold. In this situation, the translator retains the right to continue marketing and selling the copies until they are fully exhausted, unless both parties agree that the author may repurchase or reclaim the remaining copies in exchange for a specified payment to the translator. The translator is also bound to respect the territorial scope of the contract, which must be clearly defined, whether limited to one country or extended to multiple jurisdictions.

2.13.6 The Translator Cannot Waive His Right to Others Without the Consent of the Author

The translator is not entitled to assign or waive the translation right in favour of another translator without the author's prior approval, as stipulated in the contract. However, the contractual rights may be transferred to the translator's heirs in accordance with succession rules, without requiring the author's consent.

2.13.7 Posting the Necessary Data on the Translated Work

In translating the work, the translator is required to include all necessary bibliographic information in the derivative work, such as the title, the name of the original author (whether real or pseudonymous), the edition, and the year of publication of the translated version. The author's academic qualifications, if applicable, should also be mentioned alongside his name. Furthermore, the translator is obliged to deposit the derivative work with the National Library Department [21]. Advertisements are essential for effective marketing; therefore, the translator is required to include the derivative work in promotional materials aimed at its commercial exploitation. This may include distributing circulars and incorporating brochures or promotional inserts on the cover of the translated work [21].

2.13.8 Defending the Derivative Work

According to Article (46) of the Jordanian Copyright Protection Law and related rights, "whoever acquires the copyright of translation is obliged to protect the translated work." Upon the request of the rights holder or any of his successors, the court is required to take the necessary measures provided for in Articles (5), (9), and (23) of the same law [27].

2.14 Second Request: Demise of the Contractual Bond

The translation contract terminates when the translator is done with the translation agreed upon, when it expires, or when any of the parties breaches his obligations toward the bond. None of the two parties can modify the contract according to his will. Article (241) of the Jordanian civil law stipulates, "when the contract is correct and obliging, none of the two contracting parties modify or breach it except by mutual consent or litigation, or under a provision of the law." [28].

The translation contract is terminated upon the expiry of the agreed period, provided that each party has duly fulfilled his contractual obligations, or when the contract has achieved its intended purpose, or when it is dissolved after the execution of the agreed commitments. Contract termination may be either total, in which case it extinguishes the contractual relationship in its entirety with respect to both past and future effects, or partial, whereby the debtor is released from certain specified obligations while the remaining contractual provisions continue to operate [29]. One party may seek to revoke or rescind the contract voluntarily and unilaterally. The contract may also be terminated through the transfer of the author's rights to another party or to the translator himself, a situation referred to as unity of liability. Additionally, both parties may agree to terminate the contractual relationship through mutual dissolution. Termination may also occur through judicial intervention where one party breaches his obligations, or by operation of law where performance becomes impossible due to external factors such as force majeure. The legal consequences arising from the termination of the contractual relationship vary depending on the manner in which the contract was brought to an end.

2.15 First: Contract Expiration

The contract expires upon the lapse of the agreed period, and the two parties may agree either to renew it or to continue the contractual relationship. The researchers address the expiration of the contract in terms of its original and consequential effects as follows:

2.15.1 Expiration of Translation Contract

In principle, the contract terminates in two main situations: first, upon the expiry of the duration specified by the parties or upon the exhaustion of the agreed number of editions or copies. Second, when the parties mutually agree to renew the contract and extend the contractual relationship. In the first situation, the parties may determine a fixed duration or specify a set number of editions and copies. In such a case, the contract automatically ends upon the expiry of the period or the depletion of the agreed editions and copies. The contract may also be of a final nature, whereby the translator continues to exploit the economic rights of the work in return for a lump-sum payment. The contract may be renewed if, upon its expiry, both parties agree to re-establish the contractual relationship under new or continued terms, including provisions related to copies, editions, duration, and other relevant conditions.

2.15.2 Expiration of the Contract Consequentially

The translation contract may also terminate by operation of law, particularly where the copyright is transferred to the translator who was entrusted with the translation, or where the rights are combined or shared with others, as explained below.

Ownership of the original work may pass to the translator through sale or inheritance, in which case the contract is terminated. Article (353) of the Jordanian Civil Code provides that "if the qualities of debtor and creditor are combined in one person in respect of a single obligation, the obligation is extinguished to the extent of the merger of liabilities." [30]. Ownership of the work may also be transferred to third parties, whereby the rights pass to a new owner through inheritance or through the assignment or waiver of publishing and exploitation rights. In such cases, if the contract expires and the new owner chooses not to renew it, the contractual guarantees are extinguished upon the expiry of the contract in accordance with its stipulated terms, and no further obligations remain binding upon the new owner.

2.16 Second: Contract Annulment and Revocation

The translation contract is binding upon both parties. However, if either party fails to fulfil his obligations, the other party may, after formally notifying the defaulting party, request either specific performance or termination of the contract. This is provided for in Article (246) of the Jordanian Civil Law [31]. It is evident that this provision requires the following conditions for contract termination:

1. The contract must be reciprocal in nature.

2. The party requesting termination must have fulfilled his own contractual obligations.
 3. The other party must have failed to perform his obligations.
- Such termination may be affected either through a judicial ruling or by mutual agreement. The researchers address these issues as follows:

2.16.1 Translation Contract Annulment

Contract annulment occurs when either party fails to fulfil his contractual obligations, in which case the court may issue a judgment terminating the contract. This may take the form of judicial termination or consensual dissolution by agreement between the parties. Under Article (246/A) of the Jordanian Civil Code, judicial termination arises when one party breaches his contractual obligations after being formally notified, or when he fails to perform his commitments. In such cases, the judge may grant the debtor an appropriate grace period to fulfil his obligation, the duration of which is left to the judge's discretion. Consensual termination, on the other hand, occurs when both parties mutually agree to dissolve the contract, as stipulated in Article (245) of the Jordanian Civil Code [32]. Such a situation deprives the judge of discretionary authority. Accordingly, the judge cannot grant the debtor additional time nor order specific performance of the obligation. His role is confined to verifying the existence of the conditions required for termination; in this case, the court judgment is not constitutive of annulment but merely declaratory.

2.16.2 Revocation of the Translation Contract

Revocation occurs when one of the contracting parties becomes unable to perform the contract due to force majeure or an external cause beyond their control. Article (247) of the Jordanian Civil Code states: "If force majeure occurs and renders the performance of obligations impossible for the contracting parties, the corresponding obligation is extinguished and the contract is automatically annulled."

2.16.3 Effects of Contractual Bond

Article (248) of the Jordanian civil law stipulates, "If the contract is terminated or was revoked, the contracted return to the pre-state situation. If that was impossible, the indemnity shall be considered." [33]. This legal provision indicates that whenever a contract is annulled or revoked, whether by legal ruling or mutual agreement, the situation is restored to its original state as if the contract had never been concluded. Accordingly, both contracting parties are returned to their pre-contractual position, and each party is obliged to return what he has received under the contract. In the context of a translation contract, this means that the author must refund any payment received in consideration of granting the translation licence, while the translator must return the work to the author. If restitution in kind is not possible, compensation is awarded to cover the value of benefits or expenses incurred by either party, particularly where third-party rights may be affected by the contract's execution. The right to seek annulment is governed by general legal principles and may be forfeited if the entitled party expressly or implicitly waives it. Furthermore, the right to bring an annulment claim is subject to prescription and may lapse after fifteen years from the date of proper establishment of the legal situation.

3. Results

The analysis conducted in this study produces a number of doctrinal and practical conclusions regarding the legal regulation of translation contracts under Jordanian copyright law. First, the Jordanian Copyright and Related Rights Law does not establish a comprehensive and self-contained regulatory framework specifically dedicated to translation contracts as an independent contractual category. Although translation is explicitly recognised as an act requiring authorisation from the copyright holder and as a protected derivative work, the legislation does not set out detailed provisions governing the structure, essential elements, or legal effects of translation agreements. This legislative gap results in reliance on general principles of contract law, which in turn generates a degree of interpretative uncertainty.

Second, the distinction between moral rights and economic rights requires clearer doctrinal clarification in the context of translation. Moral rights—particularly the right of attribution and the right of integrity—remain inherently personal, inalienable, and closely linked to the author's personality. By contrast, economic rights, including the right to authorise translation, are proprietary in nature and subject to contractual exploitation. Accordingly, the translation contract primarily operates within the sphere of economic rights without affecting or extinguishing the author's moral prerogatives. Any clause permitting translation must therefore be interpreted narrowly so as not to encroach upon the non-transferable moral dimension of authorship.

Third, the relationship between copyright ownership and contractual exploitation reflects a clear structural duality. Copyright ownership remains vested in the original author unless formally assigned under the conditions prescribed by law. The translation contract does not transfer ownership of the original work; rather, it functions as a licensing mechanism permitting a specific form of exploitation, namely translation into a defined language, within a specified temporal and territorial framework, and in return for agreed remuneration. Such exploitation must be interpreted in accordance with the principle of specificity in copyright transfers, whereby any rights not expressly granted remain reserved to the author.

Fourth, the translated work constitutes a derivative work that enjoys independent legal protection, provided that it reflects the translator's intellectual contribution. In this respect, the notion of the translator as a "new author" must be understood in a precise doctrinal sense. The translator does not acquire authorship over the original work; rather, he or she acquires authorship over the translated version to the extent that it embodies original intellectual effort in rendering meaning and style. The translator's authorship is therefore derivative and relative, coexisting with but subordinate to the rights of the original author. Fifth, the absence of detailed statutory regulation increases the importance of contractual precision. A valid translation contract should clearly define the scope of licensed rights, including the language of translation, duration, territorial scope, methods of exploitation, remuneration structure, and termination conditions. Any lack of specificity in these elements may lead to disputes concerning the extent of authorised use. Finally, translation plays a fundamental role in the dissemination of knowledge and cultural exchange. However, this public function does not negate the necessity of safeguarding both the economic and moral interests of the original author, as well as the legitimate rights of the translator as the author of the derivative work.

4. Recommendations

In light of the foregoing findings, the study proposes the following:

1. The introduction of clearer legislative provisions specifically governing translation contracts, including the requirement of mandatory written form and the specification of essential contractual elements.
2. The formulation of statutory or doctrinal guidelines that delineate the scope of economic rights licensing and affirm the inviolability of moral rights within translation-related agreements.
3. The enhancement and refinement of compulsory or statutory licensing mechanisms for educational and research purposes, ensuring that such mechanisms operate under strict safeguards that adequately protect authors' rights.
4. The strengthening of contractual standards to guarantee fair remuneration and legal certainty for both authors and translators, thereby promoting balanced contractual relations.
5. The establishment of professional qualification standards for translators, given that recognition of derivative authorship presupposes genuine intellectual effort and adequate subject-matter competence.

5. Conclusion

This study aimed to investigate the legal nature, regulatory structure, and doctrinal basis of the translation contract within Jordanian copyright law. It has established that, although translation is expressly recognised as a protected act and as a basis for derivative authorship, the existing legislative framework does not provide a comprehensive regulation of the contractual mechanisms governing the exploitation of translation rights. By delineating the conceptual distinction between moral and economic rights, examining the boundaries of contractual exploitation in relation to copyright ownership, and clarifying the doctrinal position of the translator as a derivative author, the study contributes to a more systematic understanding of translation contracts within intellectual property law. The findings indicate that translation contracts function primarily as licensing instruments for the exploitation of economic rights, without undermining the author's moral rights. They further confirm that the translator's protected legal status derives from independent intellectual effort manifested in the translated work. Future research could extend this analysis through comparative studies of translation contracts in civil law and common law jurisdictions, empirical investigations of judicial practice in translation-related disputes, and critical assessment of the implications of digital publishing and machine-assisted translation for the concept of derivative authorship. Such avenues of inquiry would further strengthen doctrinal coherence and support legislative development in this evolving area of law.

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