URUGUAY

INTERNATIONAL INTELLECTUAL PROPERTY ALLIANCE (IIPA)
2026 SPECIAL 301 REPORT ON COPYRIGHT PROTECTION AND ENFORCEMENT

Special 301 Recommendation: IIPA recommends that Uruguay be placed on the Watch List 2026.[1]

Executive Summary: In November 2023, the Uruguayan Copyright Act was amended to introduce an unwaivable right to a "fair and equitable" remuneration for performers. The right extended to the communication and making available to the public of phonograms and recordings of musical works in audiovisual works. The drafters of this unclear amendment did not consult rights holders in the audiovisual and music industries nor the Uruguayan Copyright Council. Subsequently, the Executive Branch of the Uruguayan government published Decree No. 404/23 (Decree) clarifying digital service providers (DSPs) and user-generated content (UGC) platforms were not required to pay the new performers' remuneration. Unfortunately, the same Decree contained additional ambiguous provisions with potentially disruptive effects on the audiovisual sector, including statutory remuneration rights for audiovisual authors that are inconsistent with provisions of the Copyright Act. Further clarification is necessary to ensure that creative industry stakeholders are not harmed by the new law's conflict with the Decree.

PRIORITY ACTION REQUESTED IN 2026

Legal Reform

- The Government of Uruguay should (i) not repeal the Decree, as requested by the performers' collective management organization (CMO) *Sociedad Uruguaya de Artistas Interpretes*, known as "SUDEI" ; (ii) reaffirm that audiovisual authors' remuneration rights remain individually exercisable under Article 29 (2019 Law), avoiding any de facto override by the Decree; and (iii) issue interim guidance to prevent platform-level liability or duplicative claims while the government clarifies the statute.

LEGAL REFORM

- **The Government of Uruguay should (i) not repeal the Decree, as requested by the performers' CMO SUDEI; (ii) reaffirm that audiovisual authors' remuneration rights remain individually exercisable under Article 29 (2019 Law), avoiding any de facto override by the Decree; and (iii) issue interim guidance to prevent platform-level liability or duplicative claims while the government clarifies the statute**

In November 2023, the Uruguayan Copyright Act was amended to introduce an unwaivable right to a "fair and equitable" remuneration for performers for the communication and making available to the public of phonograms and recordings of musical works on audiovisual works. The amendment's language was unclear, and industry was concerned that the implementing regulation(s) would define the right as an unwaivable and untransferable right to an additional remuneration to be paid by DSPs. If the right were defined in this way, the local CMO would be able to make a claim on behalf of performers despite any contractual agreement the performer might have with a phonogram or audiovisual producer. Subsequently, Spotify threatened to leave the Uruguayan market. As a result, in December 2023, the Executive Branch published the Decree, which included a provision clarifying that the remuneration described in the copyright amendment should be paid by the phonogram producer that has a contractual arrangement with the performer. The Decree also contained a provision establishing that platforms will not be responsible for payment of any additional remuneration to performers. The Decree further established a Commission at the Ministry of Industries,

[1] For more details on Uruguay's Special 301 history, see previous years' reports at https://www.iipa.org/reports/reports-by-country/. For the history of Uruguay's Special 301 placement, see https://www.iipa.org/files/uploads/2026/01/Appendix-C-FINAL-2026.pdf.

Energy and Mining to facilitate communication between producers and performers. The Commission met in January 2024 but did not make any recommendations publicly.

SUDEI is actively pushing for the repeal of the implementing Decree. As part of their campaign, the CMO submitted a petition for an arbitration panel to be created, which was rejected by the Copyright Council. In its ruling, the Copyright Council helpfully confirmed that the Decree clearly establishes that any remuneration due to performers must be dealt with between the producer and the performer in the context of the contracts or arrangements existing among them. The Council also denied the intervention of CMOs in the matter and stated that record label trade associations and/or CMOs were not and should not be in possession of individual contractual information of deals between labels and performers.

Article 5 of the Decree also introduced a sweeping change in the management of existing remuneration rights for the benefit of audiovisual authors. Under Article 29 of the Law of 2019, scriptwriters and authors could assert these rights individually or via a CMO. A Decree cannot override legislation; nevertheless, the local author's CMO, Asociación General de Autores del Uruguay (General Association of Authors of Uruguay, AGADU), immediately seized upon the language in Article 5 of the Decree, asserting a broad entitlement to collect remuneration including for the making available rights of all audiovisual authors. This inconsistency between the Decree and the underlying Copyright Act has introduced confusion, disrupting the market for distribution of U.S. audiovisual works for which remuneration is already paid via residuals under collectively bargained agreements between U.S. producers and authors.

Further clarification from the Uruguayan government confirming the rights of authors and performers to manage their remuneration rights individually is needed. Additional clarification is necessary to define that these remuneration rights, however exercised, will not be enforced against DSPs, including streaming service platforms and users. This persistent lack of clarity in Uruguay creates a substandard environment for U.S. creative outputs. To alleviate confusion and prevent platform-level liability or duplicative claims while the statute is clarified, it would be helpful if the government issued interim guidance on the matter. It is critical that any additional implementing regulations make clear that these remuneration rights are not subject to mandatory collective management.