

《2014 年版權（修訂）條例草案》

委員會審議階段

由郭榮鏗議員動議的修正案

<u>條次</u>	<u>建議修正案</u>
新條文	在第 38(3)條之後，加入 — “ (4) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。
18	在第 39(6)條之後，加入 — “ (7) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。
19	在建議的第 39A(2)條之後，加入 — “ (3) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。
24	在建議的第 41A(8)條之後，加入 — “ (9) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。
75	在建議的第 241(5)條之後，加入 — “ (5A) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。
76	在建議的第 241A(2)條之後，加入 — “ (2A) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。 ” 。

在建議的第 242A(4A)條之後，加入 —

“(4B) 某合約條款凡其意是防止或限制作出任何根據本條不會構成侵犯版權的行為，憑藉該有關條款，不得強制執行。”。

Copyright (Amendment) Bill 2014

Committee Stage

Amendments to be moved by the Honourable Dennis KWOK

<u>Clause</u>	<u>Amendment Proposed</u>
New	After the section 38(3), add— “(4) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.
18	After the proposed section 39(6), add— “(7) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.
19	After the proposed section 39A(2), add— “(3) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.
24	After the proposed section 41A(8), add— “(9) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.
75	After the proposed section 241(5), add— “(5A) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.
76	After the proposed section 241A(2), add— “(2A) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.

After the proposed section 242A(4A), add—

“(4B) A term of contract is unenforceable to the extent that it purports to prevent or restrict the doing of any act which, by virtue of this section, would not infringe copyright.”.