

Philippines: Regulations on Performers Rights issued by the Intellectual Property Office

In brief

On 13 February 2026, the Intellectual Property Office of the Philippines (**IPOPHL**) issued **Memorandum Circular No. 2026-006**, or the Philippine Regulations Implementing the Beijing Treaty on Audiovisual Performances (“**Philippine BTAP Regulations**” or “**Regulations**”), which formally operationalizes the Philippines’ obligations under the BTAP to strengthen the moral and economic rights of audiovisual performers over both their unfixed (live) performances and performances fixed in audiovisual works.

In depth

The Regulations confirm that audiovisual performers (such as actors, singers, musicians, and dancers) are granted intellectual property rights over both their unfixed (live) performances and performances fixed in audiovisual works, such as performances recorded in films, television programs, web series, music videos, commercials, and other audiovisual productions.¹

These rights do not extend to performances by extras, performances made by machines or other non-human entities, or performances that would otherwise fall within scope but were made before 1 January 1970 or more than fifty (50) years prior to the entry into force of the Beijing Treaty on Audiovisual Performances (**BTAP**).²

Performers’ Rights

The enjoyment and exercise of any of the following performers’ rights shall not be subject to any formality.³ In the event of any infringement of a performer’s rights, the performer may avail of the same remedies applicable to copyright infringement under the Intellectual Property Code of the Philippines (**IP Code**).

I. Moral Rights

Performers enjoy the following moral rights over their performances:

1. The **right of attribution** or the right to be identified as the performer of their performance, unless omission is dictated by the manner of use.⁴ This includes the right to be properly acknowledged for performances in audiovisual works by listing the performer’s name in the closing credits or in accordance with industry standards and best practices,⁵ as well as the right not to be identified as the performer;⁶ and
2. The **right of integrity** or the right to object to any distortion, mutilation, or other modification of their performance that would be prejudicial to their reputation.

The right of integrity does not extend to modifications made in the normal course of exploiting the performance, such as editing, compression, dubbing, or formatting,

provided these are not prejudicial to the performer's reputation.⁷

Similar to moral rights in other copyrightable works, a performer's moral rights are independent of his or her economic rights, and therefore a waiver of one does not constitute a waiver of the other. Furthermore, a performer's moral rights cannot be transferred.⁸

Finally, the performer's moral rights shall subsist during his or her lifetime and continue for fifty (50) years after his or her death, to be exercisable by the performer's heirs, assigns, successors-in-interest, or estate, and in default thereof, by the government.⁹

II. Economic Rights

Performers are also granted the following economic rights:

1. Economic Rights in Unfixed (Live) Performances:¹⁰

- a. The **right to authorize the broadcasting and communication to the public** of their unfixed performances, except where the performance is already a broadcast performance; and
- b. The **right to authorize the fixation** of their unfixed performances.

2. Economic Rights in Performances Fixed in Audiovisual Works or Fixation:¹¹

- a. **Right of reproduction** or to authorize the direct or indirect reproduction of their performance in any manner or form;
- b. **Right of distribution** or to authorize the first public distribution of the original and copies of their performances;
- c. **Right of rental** or to authorize the commercial rental to the public of the original and copies of their performances;
- d. **Making available right** or to make their performance available to the public in a manner that allows access from any place and at any time; and
- e. **Right of broadcasting and communication to the public** or to authorize the broadcasting and communication of their performance to the public.

For unfixed (live) performances, the performer's economic rights subsist for fifty (50) years from the end of the year in which the performance took place. For performances fixed in audiovisual works or fixations, the economic rights subsist for fifty (50) years from the end of the year in which the fixation was made.¹²

III. Remuneration Rights

Even if a performer transfers any of his or her exclusive rights, the performer shall still be entitled to an unwaivable right to claim equitable remuneration for every communication or broadcast of the performance to the public, including instances where the performance is subsequently made available even after its first communication or broadcast.¹³

Limitations and exceptions to performers' rights

The Regulations provide that performers' rights are subject to the same limitations and exceptions applicable to copyrightable works under the IP Code. Accordingly, there is no infringement of a performer's rights where the use of the performance falls within fair use.¹⁴

Additionally, the Regulations also confirm that the rights of the author, the audiovisual performer, and the producer over the audiovisual work are separate and distinct. Accordingly, any authorization obtained from one right holder does not constitute authorization from the others.¹⁵

Voluntary registration

Under the IP Code, copyrightable works are automatically protected from the moment of their creation¹⁶ While registration is not required for such protection to exist, authors and artists may voluntarily register their works with the IPOPHL to obtain a certificate of copyright registration, which serves as *prima facie* evidence of both the copyrightability of the work and ownership thereof.¹⁷

According to the Regulations, audiovisual performers may file for voluntary registration with the IPOPHL of their audiovisual performances within six (6) months from effectivity of the Regulations, or 21 September 2026.¹⁸

Impact and recommended actions

The Regulations are significant for performers as they expressly confirm their rights over their audiovisual performances. Accordingly, performers may consider the voluntary registration of their audiovisual performances, once the IPOPHL begins accepting applications, to further strengthen their rights over these works.

Companies that hire performers, such as production companies and advertisers, may need to review their contracts to ensure compliance with the new regulations on performers' rights, including proper provisions on rights transfer or waiver. Content users, broadcasters, and similar entities should also ensure that they have obtained the necessary permissions from all relevant rights holders, as the rights of authors, performers, and producers are separate and distinct from the rights of performers.

Quisumbing Torres is prepared to assist performers in the exercise, protection, and enforcement of the performer's rights, and assist all related companies in their compliance with the new regulations.

For further information or assistance on intellectual property matters relating to audiovisual performances, please contact Quisumbing Torres' Intellectual Property, Data and Technology Practice Group.

¹ Rule I, Section 2, Philippine BTAP Regulations.

² Rule I, Section 3, Philippine BTAP Regulations.

³ Rule V, Section 5, Philippine BTAP Regulations.

⁴ Rule I, Section 1.1, Philippine BTAP Regulations

⁵ Rule II, Section 2, Philippine BTAP Regulations.

⁶ Rule II, Section 1.1, Philippine BTAP Regulations.

⁷ Rule II, Section 1.2, Philippine BTAP Regulations.

⁸ Rule II, Section 2, Philippine BTAP Regulations.

⁹ Rule II, Section 1, Philippine BTAP Regulations.

¹⁰ Rule II, Section 3.1, Philippine BTAP Regulations.

¹¹ Rule II, Section 3.2, Philippine BTAP Regulations.

¹² Rule V, Section 2, Philippine BTAP Regulations.

¹³ Rule V, Section 4 & Rule IV, Section 2.1, Philippine BTAP Regulations.

¹⁴ Rule III, Section 1, Philippine BTAP Regulations.

¹⁵ Rule III, Section 2, Philippine BTAP Regulations.

¹⁶ Section 172.1, IP Code.

¹⁷ *Ching v. Salinas, Sr.*, G.R. No. 161295, June 29, 2005, 500 Phil. 628 (2005).

¹⁸ Rule VI, Section 1, Philippine BTAP Regulations.



**Divina Ilas-Panganiban,
CIPM**

Partner and Head
Intellectual Property, Data
and Technology
divina.ilas-panganiban@quisumbingtorres.com



Reena Mitra-Ventanilla

Partner
Intellectual Property, Data
and Technology
reena.mitra-ventanilla@quisumbingtorres.com



Cara Patrice Rosete

Associate
Intellectual Property, Data
and Technology
carapatrice.rosete@quisumbingtorres.com

Follow us on LinkedIn! | Visit our Website

Quisumbing Torres is a member firm of Baker & McKenzie International, a Swiss Verein.

The material in this publication has been prepared by Quisumbing Torres to provide general information only. It is not offered as advice on any particular matter, whether it be legal, procedural, commercial or otherwise, and should not be taken as such. For this reason, the information contained in this publication should not form the basis of any decision as to a particular course of action; neither should it be relied upon as legal advice nor regarded as a substitute for detailed advice in individual cases. The authors expressly disclaim all liability to any person in respect of consequences of anything done or omitted to be done wholly or partly in reliance upon the whole or any part of the contents of this publication.

This publication is copyrighted. No part of this publication may be reproduced or transmitted by any process or means without the prior permission of Quisumbing Torres.

The law is stated as of 17 March 2026.

© 2026 Quisumbing Torres