European Union

“IT Development”

Decision of the European Court of Justice (Fifth Chamber)
18 December 2019 – Case No. C-666/18 (ECLI:EU:C:2019:1099)

IT Development SAS v. Free Mobile SAS
Directive 2004/48/EC; Directive 2009/24/EC

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Keywords Enforcement of intellectual property rights · Legal protection of computer programs · Software licence agreement · Unauthorised modification of the source code of a computer program by a licensee in breach of the licence agreement · Action for infringement brought by the author of the program against the licensee · Nature of the applicable liability regime

Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights and Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs must be interpreted as meaning that the breach of a clause in a licence agreement for a computer program relating to the intellectual property rights of the owner of the copyright of that program falls within the concept of ‘infringement of intellectual property rights’, within the meaning of Directive 2004/48, and that, therefore, that owner must be able to benefit from the guarantees provided for by that directive, regardless of the liability regime applicable under national law.

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