

2026 – 3 Intellectual Property

**Amendment to the Federal Copyright Law and the Federal Labor Law
regarding the rights of performers**

On May 14, 2026, the Decree amending the Federal Copyright Law (hereinafter, the "**LEDA**") and the Federal Labor Law (hereinafter, the "**LET**"), concerning performers, was published in the Official Gazette of the Federation, and it entered into force on May 15, 2026..

The main pillars of the Decree are as follows:

1. Amendment to the Federal Copyright Law

Several amendments are introduced to strengthen the rights of performers, particularly in light of the use of artificial intelligence (hereinafter, "**IA**"), as well as to modernize the procedures before the Mexican Copyright Institute (hereinafter, "**INDAUTOR**"). The most relevant aspects are as follows:

a) Image and voice of performers and their use by artificial intelligence – article 87.

The general reference to the "portrait" of any person is replaced by express protection of the image and voice of performers, as well as of their characters, with such protection further extended to results generated through artificial intelligence.

This amendment narrows the treatment of image to the artistic and performance sphere, suggesting an approach focused exclusively on the use and exploitation of image in the context of artistic performances.

Likewise, the presumption of consent derived from the payment of remuneration is limited to the purposes and modalities expressly agreed upon, such that any different use will require a new authorization and remuneration.

Finally, parody, satire, and creative imitation are incorporated as exceptions, except in cases that constitute cloning or impersonation capable of inducing error or replacing the artist's professional performance.

b) Artificial intelligence programs – article 102.

It is expressly recognized that AI programs are protected under the same terms as literary works and computer programs, with the exclusion from protection being maintained for those that cause harmful effects or infringe upon the rights of third parties.

c) Impersonation of performances by AI – article 118, section VII.

Performers are granted the right to authorize or prohibit the impersonation of their performances by artificial intelligence or similar technology that generates clones or simulates the artist's voice in an identifiable manner, except where it involves parody, satire, or creative imitation that does not replace their professional performance.

CDMX
+52 (55) 5257 7000**Monterrey**
+52 (81) 8478 9200**Querétaro**
+52 (44) 2229 1797**Houston**
+1 (832) 240-3759**Madrid**
+34 680 708 204

d) Audiovisual works and cloning through artificial intelligence – article 121.

In favor of the producer, the general presumption of assignment of rights will not include the cloning or impersonation of voice or image through artificial intelligence, which will require a prior written agreement between the parties.

e) Sanctions – articles 231, section II, and 232, section I.

Contravention of the provisions of articles 87 and 118, section VII, is classified as a commercial infringement when carried out for direct or indirect profit, subject to sanction by the Mexican Institute of Industrial Property (hereinafter, "**IMPI**"), with a fine of five thousand up to forty thousand times the daily value of the Unit of Measurement and Update.

f) Alternative Dispute Resolution Mechanisms before INDAUTOR – Chapter II, Title XI, and articles 217 Bis and 218.

The title of Chapter II of Title XI is amended, previously "On the Conciliation Procedure and Arbitration," now "On Alternative Dispute Resolution Mechanisms." The mechanisms that may be processed before INDAUTOR are expanded: in addition to the *avenencia* procedure and arbitration, which are retained, mediation and conciliation are added as new procedures. Such mechanisms may be conducted in person, online, or in a hybrid manner, and the specific procedures will be defined in the Regulations of the LFDA and in provisions issued by INDAUTOR.

g) INDAUTOR notifications – article 9 Bis.

INDAUTOR may serve notice of its acts by any means providing certainty that the individual became aware of the act, including certified mail, fax, or technological means. Email is expressly recognized as personal notification. As a last alternative, notification may be made through an institutional public notice (rotulón).

h) Recognition of dubbing and voice-over – articles 116 and 163, section IX.

The definition of performer is expanded to expressly include voice-over artists and dubbing actors. Likewise, agreements or contracts for performance, voice-over, commercial voice-over, dubbing, or execution are provided for as subject to registration with the Public Registry of Copyright.

i) Advertising contracts – articles 73, 74, and 75.

The scope of these contracts is extended to the exploitation of works for promotional or identification purposes through any form or means of communication.

The threshold for requiring new authorization is reduced from three years to one year, after which consideration shall be updated in accordance with inflation and market values. Exclusivity or non-compete clauses may not have a term longer than that of the contract itself.

Additionally, the contract must specify media, number of copies, distribution channels and platforms, geolocation, timing, and territories; any modification will require a free, informed, remunerated, and transparent agreement.

j) Reservations of rights to exclusive use – articles 173 and 189.

The categories eligible for reservation are reorganized, and a new category is added: artistic and cultural events (festivals, contests, fairs, or similar). The initial term of the corresponding certificate is one year.

k) Other relevant adjustments.

The rule of interpretation most favorable to the performer is incorporated for cases of doubt regarding contractual clauses (article 120, second paragraph).

The right of digital public communication is modernized to expressly include digital making available, while maintaining the exception for broadcasting or communication to the public of sounds fixed on a phonogram incorporated into an audiovisual work (article 118, section V).

With respect to the literary work publishing contract, in addition to the number of editions or reprints, the version and format must now also be specified (article 47, section I).

2. Amendment to the Federal Labor Law

Labor regulation for performers is harmonized with the amendments to the LFDA, and specific obligations are introduced regarding the use of artificial intelligence. The most relevant aspects are as follows:

a) Change of title and scope – Chapter XI, Title Six; article 304.

The title of Chapter XI is amended, previously "Worker Actors and Musicians," now "Performer Workers." The definition of performer workers is expanded and clarified, harmonized with article 116 of the LFDA, in order to clarify to whom the provisions of this chapter apply.

b) Artificial intelligence in labor contracts – article 305 Bis.

The express obligation is introduced to set forth the conditions and remuneration in the contracts of performers for the use of their image and voice through artificial intelligence.

c) Gender-neutral language – articles 307, 308, 309, and 310.

The wording of the Chapter is updated using gender-neutral terms.

3. Transitional provisions

The Decree entered into force on May 15, 2026. The LFDA Regulations must be amended and supplemented within sixty days following the entry into force of the Decree. Administrative *avenencia* and arbitration proceedings initiated before the entry into force will continue until their conclusion in accordance with the provisions in force at the time of their initiation, insofar as they do not conflict with the Decree.

In conclusion, the Decree seeks to strengthen the rights of performers, particularly in light of the use of artificial intelligence, and to harmonize the labor and copyright framework applicable to this sector.

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Mexico City
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Supporting Information

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