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Rethinking digital copyright law for a culturally diverse, accessible, creative Europe. - D3.1

Mapping Document on income development of authors and performers and copyright reversal in EU

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Rethinking digital copyright law for a culturally diverse, accessible, creative Europe

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Executive Summary

The mapping document is part of Task 3.1. of Work Package 3– "Authors and Performers", titled "Perspective of Creators and performing Artists on Digitization, Copyright and the Digital Single Market". The objective of this document is to address the income development of authors and performers and their experience with digitization and copyright reversal. The task is divided into two parts. Part 1 provides an overview of the existing literature with regards to income/earnings of authors and performers, their experience with digital platforms and AI as well as the effects of Covid. Part 2 of the document reviews all provisions in EU countries for reverting rights to authors and performers, a potential legal lever for increasing income.

In Part 1 our focus was to understand existing theoretical and empirical research on authors and performers. We provide an overview of notable studies from various countries over the last 40 years and identify how authors and performers struggle with their earnings and how they lead portfolio lives to supplement their artistic income. Consistent with the aim of this task we have also discussed the experience of digitization on artists' income/earnings specifically with regards to digital platforms. Digital platforms themselves are complex and lack transparency which makes artists position more vulnerable. We further identify the role Artificial Intelligence (AI) plays for artists and whether it is seen as an opportunity or a threat to artists. Another significant challenge that is highlighted in this document is that of the COVID-19 pandemic and how it has influenced artists and their earnings till now.

Part 2 of the report is on Reversion Rights authored by Ula Furgal from CREATe, University of Glasgow in where she discusses the full list of identified national provisions (per 19 Nov 2020). The provisions are presented in the form of tables, with each Member State having its own section.

The next step to this task involves a survey that will be distributed to artists all over the European Union (EU) on the issues addressed in this report. Because of the nature and ongoing changes in digital trends and COVID we will be including any new updates while developing the survey. We expect to deliver this survey to participants via social media for higher reach. Once the data is collected, we will analyse the data and results will be delivered as a final report.

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PART I

1 Scope and definition of artists

The creative world consists of a wide variety of creators and performers: writers, dancers, visual artists, and so on. But categorizing creators and performers is not an easy task. Quite often, they engage in different activities: e.g. an actor can also be a singer or director. Also, within professions we can see varieties amongst artists, such as a visual artist also being a traditional artist or a novelist also writing screenplays. Defining an artist is complex and scholars have been unable to agree on one definition of an artist. Neither have they achieved a consensus as to who should belong to what profession (Baldin and Bille, 2021) and where to draw the line between professionals and amateurs. Frey and Pommerehne (1989, p.146) list at least eight criteria that may be used to define an artist:

1. the amount of time spent on artistic work
2. the amount of income derived from artistic work
3. the reputation as an artist among the general public
4. the recognition among other artists (peers)
5. the quality of artistic work
6. membership of a professional artists' group or association
7. professional qualifications (graduation from art schools)
8. the subjective self-evaluation of being an artist

However, Frey and Pommerehne also conclude that none of the eight criteria or combinations of them would qualify everywhere and that they should be selected contextually: based on the objective of the study and the data available (Karttunen, 1998). Therefore, any study that requires to understand artists, faces the problem of defining who is included as an artist and who is not (Steiner and Schneider, 2013).

Previous studies have used different criteria including the aforementioned ones, when trying to define artists. Many of these include a large and highly heterogeneous group of artists (Baldin and Bille, 2021). One such study (Poort et al., 2015) addresses a wide range of “creators and performers” that ranges from photographers to journalists and from translators to video artists. They purposely strive for diversity in their sample, instead of focusing on one particular artistic field such as for instance Kretschmer and Hardwick (2007) focusing on authors and Throsby and Petetskaya (2017) focusing on the degree of professionalism an artist has achieved. Lena and Lindeman (2014) state that the title of “artist” is given to those workers who associate themselves, and are identified by others, as individuals who produce artistic objects and ideas.

According to The International Standard Classification of Occupations (ISCO-08) classification, two specific groups of cultural occupations are distinguished: one is known as “artists” which includes creative and performing artists (including visual artists, musicians, dancers, actors, film directors, and so on) and the other is labelled as “writers” which includes authors, journalists and linguists.

Like Poort et al. (2015) the current study includes a wide range of creators and performers. However, we will be using “artists” as an umbrella term with the sole purpose of having an inclusive set of individuals that are identified as artists, by themselves and society, belonging to every artistic occupation, directly or indirectly.

2. Studies on Artists’ earnings: total income and portfolio lives

Artists’ earnings has been a topic of debate in the academic literature since the early 1970s: relevant questions are for instance what income artists acquire relative to people in other professions, what sources

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of income they have and how income levels differ within groups of artists. According to popular belief, the majority of artists can hardly make a living from their artistic work, while a happy few earn enormous amounts. Nowadays, due to digitalization artists may have more ways of earning income, but this also means they face new challenges. What do studies have to say about this?

A study by Filer (1986) claimed to debunk the myth about the "starving artists", proclaiming that artists were younger and happy and that they did earn, more are less, similar to people in other occupations. Filer stated that artists were younger due to the rapid growth of the artistic sector in the 80's, rather than due to the vast number of former artists that had left their field for other jobs at an older age. Furthermore, he concluded that there was no basis that pointed towards artists earning any less on average than if they were to be working in any other field.

Studies on artists' earnings typically use surveys or Census data. However, Wassall and Alper (1985) found two issues with studies using Census data. The first is rather prosaic, namely that the definition of 'artists' in the Census data did not entirely match the artists represented in their research: it excluded one of the categories of artists they were studying while including other categories that were not part of their study. More profoundly, and importantly, the use of Census data masks the fact that artists often hold other non-art related jobs while working as artists, which implies that artists may spend time on and earn more from non-art related jobs. Thus, there are often disparities between the income that artists derive from their arts related work, and their personal income which often contains earnings from non-arts related sources (see studies by Felton, 1978; Kingston et al., 1981; Wassall et al., 1983). Therefore, to understand artists' incomes, it is vital to distinguish between arts related, and other income sources.

In another study, Throsby (1986) uses a human capital approach to explain artists' earning distributions, both from arts and non-arts income. This is followed in most of his studies with his peers (Throsby and Mills, 1989; Throsby and Thompson, 1994) where surveys were carried out to study the earnings of Australian artists. Throsby (1994) highlighted the issues existing in the labour market for artists, where artists were seen as more driven towards creativity and oblivious to financial benefits as compared to the conventional '*homo economicus*', as assumed by the labour market. He claimed that artists' labour supply decisions are based on their primary desire to create art as a principal occupation. However, he acknowledges that in the majority of cases, the professional work pursued by artists may likely lead to lesser earnings over a period of time, because of low hourly earnings and/or the non-availability of remunerative work opportunities. Based on this notion, Throsby constructed a "work preference" model and conducted an empirical study to test the theory. From this study he highlighted that artists supply to two distinct labour markets, the arts and non-arts, with different objectives and motivations, thereby having multiple jobs. He further states that artists need to be provided support (such as grants) to raise their "art wage" and that equitable payments, that is, a consistent wage should be provided in terms of their social value. However, the model though simplified is rather complex as it ignores many aspects of the artistic labour market which may limit the model's viability.

When studying artists' earnings, the standard theoretical framework of work/leisure choice is complicated since artists hold multiple jobs, and most artists can potentially be active in three distinct labour markets; 1) creative work, 2) arts-related work such as teaching, and 3) non-arts market (Throsby, 1996). Robinson and Montgomery (2000) tested Throsby's model in their study on artists in the US and concluded that artists' responded to economic incentives that made them change their time allocation between arts and non-arts work. On the other hand, Rengers (2002) stated that the work-preference model is flawed as it does not take into account that high paid artists may also work on other non-art related jobs, and does not explain the highly skewed income distribution of artists and cultural workers. In 2011, Throsby and Zednik focused their attention on multiple job holdings of artists, where artists earn through their non-arts work. Kretschmer et al. (2011) coined the term 'portfolio lives' to refer to this. Most artists are unable to earn enough from their primary creative work and they have to seek other income-earning opportunities, mostly related to their art field, such as a musician gaining employment as a music teacher or a visual artist working as an art teacher (McLain, 1978; Throsby 1994; Robinson and Montgomery 2000; Menger 2006; Kretschmer and Hardwick, 2007; Casacuberta and Gandelman 2012; Poort et al., 2015; Bille et al., 2017).

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Several studies into artists' earnings have been performed by Kretschmer and peers (Kretschmer, 2005; Kretschmer and Hardwick, 2007; Kretschmer et al., 2011). The 2007 study by Kretchmer and Hardwick was one of the largest comparative studies that took place via a survey amongst UK and German Authors. By combining information from surveys with data from statistical offices and collecting societies, it provides systematic and comparative data on author's income and makes a comparison with the earnings in other professions. Kretschmer et al. (2011) studied the earnings of visual artists in the UK. They found a comparable pattern of lower wages, portfolio lives and a more skewed distribution as compared to other sectors.

Studies on artists' earnings took a new turn with the advent of digitalization. Poort et al. (2015) conducted a survey amongst creators and performing artists in the Netherlands, where the main theme of the study was to understand artists' earnings and to observe how artists perceived digital developments in relation to their creative process. On the one hand the survey revealed that due to developments such as unauthorised file sharing, a majority of artists perceived digitalization primarily as a threat rather than an opportunity. On the other hand, some creators and performers were more positive of digital technologies as a means of becoming more independent from publishers, by having more control over their work.

Technological progress and digital transformation have brought changes in the way artists work, perform and create worldwide. Throsby and Peteskaya (2017) conducted a survey in Australia amongst professional artists. This is Throsby's sixth consecutive survey over a time span of 30 years. In the survey, they highlighted how the digital environment presented both opportunities and challenges for artists'.

Kretschmer et al. (2019) did a re-run of their survey on the earnings of UK Authors to reflect on the changes overtime with a specific focus on digital changes in the professional market. The most important new development for authors that was kindled by digitization, is self-publishing. The survey revealed that within the group of primary occupation authors (those authors who spent at least 50% of their time on writing), 18% self-published in the year 2018. Within this group, the most popular format for self-publishing was electronic (53%) followed by traditional publication (print) (40%) and other publications (7%), such as audiobooks, Indies, electronic pages etc. Those authors who had not paid towards self-publishing had an average earning of £30,626, compared to £21,623 for those who did in the last year. The average cost paid for self-publishing amounted to £1,713 which, included various related costs such as hiring personnel for proof reading, buying software, hiring book cover designer etc. From their survey they concluded – again – that most authors were leading portfolio lives and mostly supplemented their income from a second job or from their partner's earnings. The survey saw a decline in not only the median earnings of authors as writers but also a decrease in authors becoming full time writers.

To conclude, over the last 40 years, artists and their income has been a topic of interest and controversy within different countries, both from a theoretical and from an empirical perspective. The idea of the "starving artist" has gained a lot of traction and has garnered varying opinions. Based on the studies discussed above it can be concluded that many artists struggle with their earnings and are on average earning less than people in other professional fields. However, artists aren't as poor as they seem to be based on their artistic income, since they do supplement their incomes by leading portfolio lives. Although artists are able to earn from multiple sources, an overall conclusion is that many artists cannot survive purely on the money they make from their artistic work. Moreover, the income distribution of artists is notoriously uneven which makes their position highly vulnerable.

3. Income sources for Artists

In the previous section, we have provided an overview of some notable studies that have looked into artists' earnings and their development. This section discusses the sources of earnings of artists in more detail.

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Scholarly studies (such as by Throsby, 1994; Karhunen,1994; Alper and Wassall, 2006) have established that many artists hold multiple jobs. Often, three types of jobs are distinguished, corresponding to three separate labour markets:

i. The market for creative work, including time spent on preparation, practice, rehearsal, research etc. related to creative work.

ii. The market for arts-related work that is not part of the core creative output, but that uses the artistic skills of artists in areas such as art teaching (especially relevant to visual artists, instrumental musicians, singers and dancers).

iii. The non-arts labour market (e.g. working as a taxi-driver or a waiter in a restaurant).

According to Throsby and Zednik (2011) the typical portfolio career of an artist is a blend of various work arrangements that range from working on original creative work, applying skills extensively in other areas, collaborations, team participation, as well as travelling, research, or study etc. It can be expected that artists might opt to go down this path if this enhances their career and income. Whether it be working in non-profit organizations, commercial enterprises, being self-employed or working for free, artists nowadays are crafting a portfolio of jobs that allows them to not only harness their creativity but also enables them to earn a living (Lingo and Tepper, 2013).

Focussing on the first broad income category above – the market for creative work – several income sources can be distinguished:

A. Employment contracts, self-employment and freelancing

B. Royalties

C. Copyrights

D. Passive income

E. Subsidies/Grants/Prizes

F. Patronage

These are discussed in more detail below.

A. Employment contracts, self-employment and freelancing

While some artists have employment contracts like most people in the non-artistic economy, many artists are self-employed (Menger, 1999; Woronkowicz and Noonan, 2017). According to Eurostat Data around 45% of creatives (authors, journalists, linguists, creatives and performing artists) in the European Union were self-employed by 2019[1] (Eurostat, 2021). In the USA, it is 3.6 times more likely for artists to be self-employed than for other workers. 34% of all artists were self-employed during the time period 2012-2016 as compared to 9% of all workers. For fine artists and photographers, self-employment levels even exceeded 50%. Self-employed artists tend to have the flexibility to work on their own terms and usually work for both art and non-art related fields. While being self-employed may bring in more independence, compared to other artists who work on an employment contract, they may earn less or more and their earnings may also fluctuate, while they may not profit from benefits that an employment contract has to offer (National Endowment for the Arts, 2019).

Most times artists who are self-employed are also freelancers. A freelance artist has the same flexibility as being self-employed but instead of creating and selling their own independently produced work, they create works for their clients. There may be one client or multiple clients and each client will have a specific contract

[1] https://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=cult_emp_artpc&lang=en

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with the artist. The contract includes information such as what the project pertains, what the terms and conditions are as well as the payment details and any copyright related matters. Many artists, especially graphic designers or those who do digital art, can be seen offering their services as freelancers on their personal websites or through freelance websites such as Fiverr, Toptal, Dribble and Behance. Nowadays artists some self-employed/freelance artists have found an innovative way to earn income on their digital works through "Non-Fungible Tokens" (NFT's).

Non-Fungible Tokens

NFT's are bought and sold online, similar to cryptocurrencies, and they represent real-world objects like art, music, in-game items and videos. Although they are similar to cryptocurrencies their mechanisms are different as NFT's have digital signatures that makes it impossible for them to be exchanged, therefore, non-fungible (Conti and Schmidt, 2021). Websites like Super Rare, Foundation and Nifty Gateway give buyers the opportunity to choose curated work they like and give artists the chance to earn 10% royalties on their work (Kay, 2021). Artists of all kind (authors, musicians, filmmakers) are rooting for a future where NFT's not only transforms their creative process but also brings more value to their artwork, since now it is possible to "own" and sell digital arts for the first time (Chow, 2021). However, NFTs create challenges for artists, users and right holders if they are expecting that an NFT transaction and an off-chain transaction are similar for the same work (Mezei et al., 2021).

Contracts between organizations and artists tend to differ between artistic fields. That is, different forms of contracts typically exist between visual artists' and art galleries, authors' and publishers', musicians' and record labels' etc. (Caves, 2003). The theory of contracts in standard economic theory is closely related to the concept of incentives. This implies that one party (A) can persuade the other party (B) to carry out tasks that are beneficial to party A provided that proper incentives, usually financial payments, are given to B (Watt, 2010). A standard contract between one or two parties determines factors such as each party's responsibilities, obligations, compensation, duration and what the project involves. The project and payment terms, including taxes and other service charges, are included. This is very similar to the way many other people in the service sector earn a living.

An important aspect of contracts is, however, that the terms will depend on the power balance between contract parties. A beginning artist who dreams of a professional career may sign almost anything to take his or her first steps in the industry. Moreover, contract parties may experience information asymmetries, causing them to sign away rights without being aware. Various EU countries have introduced legislation aimed at improving the contractual position of authors and performers.[2] The recently implemented *Directive on Copyright in the Digital Single Market* (DSM Directive) has several provisions to the same end.

B. Royalties

Artists' contracts often have a variable component, which depends on the sales figures or commercial success of the exploitation of their work. Such royalties are typically a percentage of gross or net revenues, which may increase as revenues increase and often relate to and compensate for a transfer or licence of copyrights (see below). It enables artists to share in the commercial success of their works. Royalties are offered on a range of creative works which includes music, performances, writings, digital art, photography etc. Different kind of royalties exist for each type of creative work.

C. Copyrights and related (neighbouring) rights

Copyright law grants the author of a work of literature, science or art moral rights and economic rights. The economic rights granted by copyright usually comprise the exclusive rights of *reproduction*, *communication to the public* and *distribution*. In principle, these economic rights are attributed to the creator or creators of a work, but much like any other property right, they can be subject to a licence or transfer. Irrespective of such transactions, the rights in question typically last for seventy years after the death of the last surviving

[2] For a recent evaluation of such legislation in the Netherlands, see van Gompel et al. (2020). See also Dusollier et al. (2019).

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author, in both the EU and the US. Similarly, performers such as musicians, actors and dancers enjoy related (neighbouring) rights over their performances.

These rights can generate revenue streams for artists over time, depending in the use of their works and performances, for instance by playing music on the radio and in public places, lending books by libraries and copying of works by individuals for private use, study or practice. These revenues may be collected from the users of works by Collective Management Organisations (CMOs), also referred to as Collecting Societies, and redistributed to creators and performers. Given the duration of copyright and related rights, such revenue streams can provide a source of income for authors even after their retirement, as well as to their heirs after their death.

By law, in Europe visual artists and painters can receive a monetary claim whenever their art is resold in the secondary market. This is called 'resale right' or 'droit de suite' in French. In 2006 a uniform system was introduced within the European Union but it proved to be inefficient in its application as it did less to help artists who needed the support (Gaster and Stamatoudi, 2021).

D. Passive Income

Passive income refers to income an artist generates from work that requires little or no effort, for instance from products and services such as digital prints, online courses, blogs etc. Traditionally, passive income usually refers to rents or dividends that result from ownership on an asset such as a house, stocks and shares. Now in digital times, the options have expanded, especially for artists, as they can create and own assets through digital products (Moyo studios, 2020). Many artists have resorted to earning passive income by selling their artwork as digital products on various digital platforms such as ETSY or by offering art skill courses on platforms such as Skillshare and Domestika.

E. Subsidies, grants and prizes

In continental Europe, state support plays a significant role in creating opportunities for artists. Subsidies are mostly provided to arts organization, but in some countries like the Netherlands and Flanders, the government also awards grants to individual artists (Segers et al., 2010). Abbing (2002) states that in mainland Western Europe, Britain and the US, structurally subsidized classical music, dance and theatre on average earn about 85% of income from donations and government subsidies. According to Towse (2006), subsidies are usually direct grants of monetary aids that are provided to arts and cultural organizations (such as theatre and opera companies, orchestras, museums, etc.), which in Europe are mostly owned and operated by the state. However, only a small proportion of the grant is spent on individual artists, as government bodies generally prefer channelling funds through cultural organizations. One reason for this is that support for individual artists involves higher transaction costs. A second relates to the moral hazard problems of supporting individuals, where the reward system may lead to low quality or overproduced art.

Copyright and subsidies, coupled with prizes and awards, complement each other. However, according to Abbings (2002) subsidies do not really raise income levels, rather they mostly encourage people to enter the field of arts. Subsidies by government are offered in a way to curb or reduce poverty in the arts but this attracts more "would-be" artists and most artists end up gearing their activities towards the government rather than the market. From an economic perspective, this leads to an oversupply of artists and their work, causing the average income of the individual artists to decline.

Apart from being a potential source of income for artists, prizes and awards are also a sign of recognition, which may further their career.

F. Patronage

In the past, such as during the Italian Renaissance, many artists were provided financial support by wealthy individuals, such as kings and queens or people in power. Having a powerful patron meant that you as an artist had financial security and depending on the project you were funded for years (artworkarchive, 2020).

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Nowadays, patronage has also gone digital. Artists can join Patreon, a membership platform specialized in enabling creators to monetize their content. The model works on the same idea where patrons assist artists by supporting them financially. Only now it's just not kings and queens, it's anyone who is their fan. This can provide a more sustainable source of income for artists.

4. Impact of digital transformation on Artists (income/sources)

In the previous section, we have discussed the different sources through which artists earn their income. In this section we discuss the effects of digitalization and its impact on artists' income with a specific focus on digital platforms.

Digital transformation has affected societies and industries worldwide and creative/ cultural industries have felt the impact even more (Mangematin et al., 2014). This may stem from the fact that in the creative industries, not only the work processes have been affected by digital technologies, as they have in many industries. This is something that is referred to as *digitalization* (Rachinger et al., 2018). In the creative industries, also the primary products and services have in many cases 'gone digital', which is referred to as *digitization*. Waldfogel (2019) states that digital technologies have democaterized the cultural marketplace leading to the overproduction of books, songs, tv shows, movies creating a digital renaissance.

Poort et al. (2015) claim that digitization and digitalization bring both opportunities and challenges for artists. First, the advent of digital media products (digitization) and home copying technologies let to substantial levels of unauthorised distribution, commonly referred to as digital piracy, which had a negative effect on revenues from recorded media. Second, digitalization disrupts the traditional vertical set-up of media institutions into a more horizontal paradigm, allowing artists to work more independently from publishers and other traditional actors. Social media allows many artists to disseminate their works to a wider audience without these traditional intermediaries, which gives them a stronger bargaining position with producers and publishers. On the other hand, artists face increasing competition from debutants and amateurs who tend to bypass all intermediaries. Moreover, the social media and other platforms that artists can utilize have turned into the new intermediaries that stand between them and their audience and that shape the market. According to Peukert (2019) despite the increase in the storage, dissemination and/or production of artisctic content, due to technological advancements, there is less attention in the literature on the usage of digital platforms, such as Facebook, Instagram and Youtube. Furthermore, he discusses how Aritifical Intelligence is an emerging creative technology that can not only affect the supply of cultural products and welfare but also lead to challenges regarding the incentive compatibility and industrial structure of the cultural markets.

4.1. Artists' experiences with digital platforms

From the early 2000s, new production tools and online distribution platforms came into existence (Kjus, 2019) leading to the emergence of the digital platform economy. Gawer and Cusumano (2013, p.417) state that "platforms are distinct in that they are often associated with "network effects": that is, the more users who adopt the platform, the more valuable the platform becomes to the owner and to the users because of growing access to the network of users and often to a growing set of complementary innovations". Many platforms offer different functionalities and digital platforms such as Google and Facebook not only provide search social media, but also act as platforms where other platforms are created (e.g building of applications on Facebook). Platforms like Amazon, Etsy and eBay act as marketplaces where users and producers buy and sell. These and many other online structures are therefore encouraging a wide range of activities (Kenny and Zysman, 2016). For artists, platforms are media through which they interact and disseminate their work and for fans they serve as a source of consumption (GIA reader, 2010).

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Categorizing platforms isn't simple. Their functionalities typically overlap, and they provide multiple uses to those using them for their specific reasons. For some, a digital platform might be used only as a means of networking while for others it is a means of distribution of products and services. For the sake of simplicity and to understand the role of digital platforms and how artists interact with them, we distinguish the following types of digital platforms in this report:

A. Social Media Platforms

B. Marketing/Retail Platforms

C. Digital Streaming Platforms

D. Publishing Platforms

These are discussed in more detail below.

A. Social Media Platforms

Social media platforms have provided artists with developments in the form of virtual communities and innovative practices. Unlike the earlier version of Internet technology consisting of static, non-interactive individual websites, artists now have the opportunity to interact with Internet applications such as social media in ways that can enhance and supplement their creative practices (Budge, 2013). For emerging and independent artists, the widespread use of social media platforms also makes it easier to develop and forge co-creative relationships (Morris, 2014). Artists from every discipline have most likely been using social media platforms to sell and promote their works and services by targeting consumers directly (Warrington, 2020).

Social media platforms have given artists (mostly painters, crafters, visual artists, photographers) new ways to find support and earn income. Traditionally, artists had to find support from the art world elite such as critics, galleries and famous collectors that would generate opportunities for exhibitions in museums (Fleming, 2014). In 2000 DevianART, the largest online community for artists (professionals and non-professionals) was launched which allowed emerging and established artists to showcase their artwork (Buter et al., 2011). In the past few years, new platforms have emerged and Instagram has become one of the to go places for most contemporary artists, galleries, auction houses and collectors, to promote art work especially for new and emerging artists (Siegal, 2015). Similarly, some aspiring musicians have been able to bypass record labels by gaining fame via social networks.

Instagram has allowed artists to make their own virtual art galleries, displaying their creative process in real time, while they act both as dealer and curator and their followers are their critics and collectors (Fleming 2014). The social media platform has not only helped launch and promote the careers of countless artists, it is providing a new avenue for dealers to sell their artworks to a global audience (Beinhacker, 2020). According to the Hiscox Online Art trade report (2020) 68% of art buyers use Instagram for art-related purposes, as seen in Figure 1. While it may seem that Instagram unlocks the prospects of earning income, it is not that simple. To be able to generate a revenue stream, artists are dependent on having engaged followers and to have more followers, artists need to overcome algorithms.

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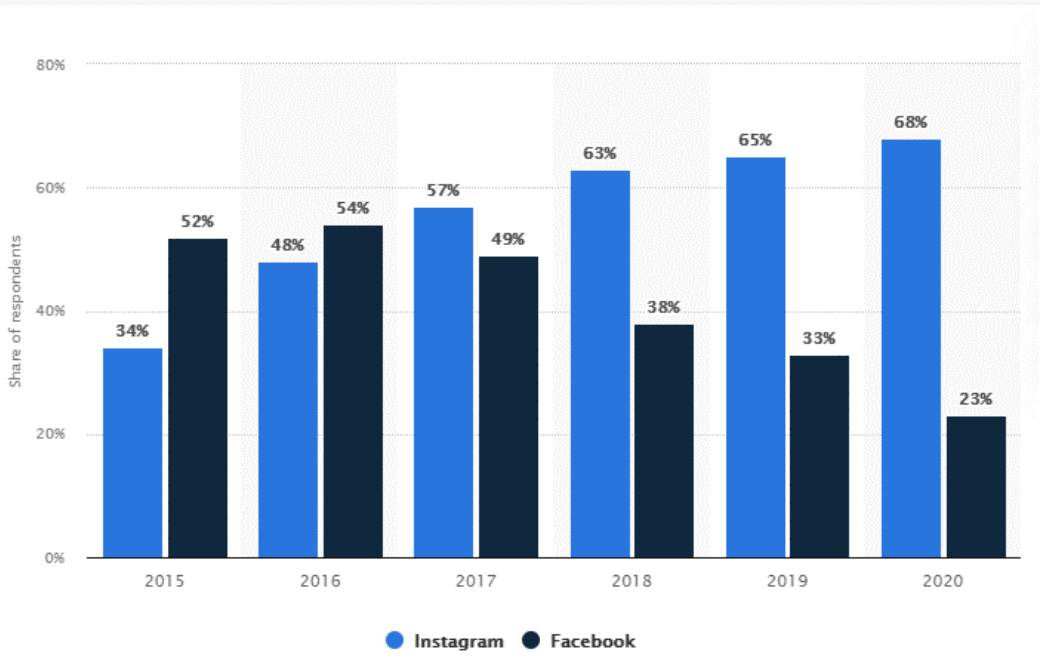

Figure 1. Social media platforms most commonly used for art-related purposes worldwide from 2015 to 2020
Source: Statista 2021[3]

How images are circulated within a network is based on a certain set of rules which is determined by algorithms. These rules are invisible but over time users tend to learn how they work through observations of the flow of their content within their network (Carah, 2014). Put simply, an algorithm automatically decides which social media post will make it to the top and which won't and in most cases this sits on engagement that is the level of interaction a post gets (pick&mix, 2020). Using social media platforms means devising a strategy that works well and creates engagement that leads to revenue generation. Artists need to make sure they use the right hashtags, tags, captions, stories, time of posting content, posting content that has value, etc. Many artists selling their art and services online are frustrated and struggling with algorithms as it restricts their reach to potential clients on the platform. Scolere (2019) conducted a qualitative study on 56 professional graphic designer who used social media platforms. In her study, she explained how the pressure to build their creative portfolio had intensified causing artists to be in an "always designing" mode. She further explained how graphic designers face the challenge of educating their clients on the value of their designs and simultaneously negotiating their pay rates. According to Campbell (2019), most of these platforms are continuously updating their terms and conditions and while most users may have full ownership of their original work, there is a possibility that these sites may fully "utilize", "manipulate" and "exhibit" the users work at any given time without their consent and without informing them. In short, artists who use social media platforms are unaware that their content can often be shared without them being compensated for them or without their permission.

Instagram

On Instagram, artists can post visuals of their work and start gaining followers. If the purpose is to earn income, then the user needs to make a business account. This gives the opportunity to promote or market your product by creating ads. These ads range from Photo ads, Video ads, Stories ads, Carousel ads, Collection ads, Ads in explore and Slideshow ads. Recently, Instagram has placed a particular focus on creators by providing them with support through a mix of monetization tools to help both emerging to the more established creators. This includes:

1. Introducing Badges in Live

[3] https://www.statista.com/statistics/1021980/popular-social-media-platforms-used-for-art/

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2. IGTV Ads
3. Live Shopping

However, these tools are currently still under process and available only in certain regions.

To be able to monetize on Instagram, creators need to comply with Instagram's monetization content policy. According to the Instagram website:

"We provide features and products that help creators and publishers monetize their content. This content must comply with certain rules.

All content on Instagram must adhere to our Community Terms and Guidelines. These are our rules against sexual, violent, abusive or hateful content. However, content that is generally appropriate for Instagram is not necessarily monetized.

Creators and publishers must follow our partner monetization policy and our content monetization policy in order to monetize their content. Your content must meet these guidelines to be eligible to monetize.

If your video complies with our content monetization policy, advertisers can prevent their ads from appearing in sensitive content."

Source: https://help.instagram.com/2635536099905516
Access Date: 23.07.2021

B. Retail/ Marketing Platforms

Social media platforms like Twitter, Facebook and Instagram give artists the chance to build their presence by connecting with their followers. These platforms are used interchangeably and allow artists to reach a mass audience and bring traffic towards their social media handles. Once artists are able to create a community of followers, they can promote their works and direct their audience towards other platforms where their products are services are available. For example, a visual artist may use Instagram and Facebook to promote their digital products and once they have acquired their followers they can direct them to a retail platform such as ETSY, where they can purchase the digital products. Some artists provide professional courses on other selling platforms such as Skillshare and Domestika.

ETSY

On Etsy, artists can sell their products by placing their listings for a nominal fee of $0.20 which can be renewed after every four months. From each sale, a 5% transaction charge is deducted from the total amount by Etsy. Apart from that, there are certain other costs involved depending on the region such as US Tax, VAT etc. Recently the European Union has implemented the Digital Service Tax (DST) to ensure that fair tax policies are used on the digital business activities. However, it is as yet unclear who would bear the burden of this tax (Bauer, 2018). Etsy sent a petition to its sellers in early February 2021 pleading them to encourage the EU commission to not levy the tax, as it may mean that the seller may have to bear the costs of DSTs. Whether this would be the case or not is something that would be known once the tax is levied.

C. Digital Streaming Platforms

Digital Streaming Platforms (DSPs) have become significant players in various fields such as in the music sector (Spotify, Apple Music), live videos (TikTok, Twitch), movie and television (Hulu, Netflix, Amazon Prime), book and magazine (Kindle Unlimited, Comic Blitz), and video games (PlayStation Now, Xbox Game Pass, Google Stadia) (Bender et al., 2021).

The music sector is not unfamiliar with the advent of digital technologies and their impact. Over the past decades, the business model changed from selling music on physical carriers (records and cd-s), to selling digital music files (iTunes), to selling access instead of ownership on the basis of a subscription. Streaming platforms such as Spotify, Tidal, Amazon music, provide listeners a service to stream the music by artists through a subscription. From the record labels side, streaming is praised for stopping the seemingly never-ending revenue decline that the industry experienced since the advent of digital file sharing platforms such

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as Napster, Kazaa and Bittorrent from 1999 onwards. On the other hand, artists have not quite figured out how these platforms fit into their business models (Bender et al., 2021). Some artists such as Bono, the lead singer of U2, have come out in support of such services, while artists such as Taylor Swift are critical of platforms such as Spotify, as they claim they do not compensate writers, producers, artists and music creators fairly (McCarthy, 2015).

Prior to streaming services, 8tracks was a music sharing and discovering platform where users had the choice of making their own mixes of 8 tracks. This allowed users to discover music from others' playlists which they hadn't heard before. However, with the advent of streaming services, 8tracks shut down in 2019. Is has, however, relaunched recently in the US (RouteNote, 2020). The enormous number of artists on the major subscription services as well as their programmed recommendation playlists, such as Discover Weekly or New Music Friday on Spotify, enable customers to find and listen to artists, whom they would not have easily discovered before. Spotify presents this as a chance for artists to reach a wider audience (Erlandsson and Perez, 2017), whereas one could argue that it also enhances competition on these platforms significantly (Mulbach and Aurora, 2020). However, it is often stated that streaming has made it very difficult for artists (song writers and performers) to make decent earnings as they have less control over streaming platforms, specifically for those whose deals are not made by Copyright Management Organizations (CMO) (Towse, 2020). Recently, a UK based professional musician, Tom Gray, started the #BrokenRecord campaign to address the issue related to streaming revenue and demanding a larger share from the platforms (musicbusinessworldwide, 2021. An inquiry was launched in October 2020 by the UK parliament in response to the impact streaming services were having on artists. A broad range of legislation reforms and regulation changes have been recommended, ranging from providing equitable renumeration to artists, providing revenue parity, analyzing market power in the music industry, fair and transparent algoritihims and normalizing licensing agreements[4] (House of Commons Committees, 2021).

Currently, Napster, TIDAL and Apple Music hold the top 3 positions in when it comes to per stream pay-outs. As seen in Fig.2, Napster, on average, paid out $0.019 per stream which means an artist will require 77,474 total plays to earn the monthly minimum wage amount in the US of $1,472. TIDAL, fell from $0.01284 per stream earlier this year to $0.0125, according to more recent data. Artists' on TIDAL now require 117,760 total plays to earn $1,472. Apple Music has increased its pay-out rate from $0.0064 per stream to $0.00783 which means artists' require around 147,200 plays to earn the US monthly minimum wage amount. Deezer, a French streaming platform, came fourth in the ranking by paying artists' around $0.0064 coming close to Google play music. Spotify holds the worst position when it comes to the pay-out which ranges from $.003 and $.005 for each stream (Sanchez, 2018).

The lower end of the pay-out breakdown is occupied by the local digital services on the developing streaming markets: Indian JioSaavn ($0.0013), Russian UMA and Yandex ($0,00102 and $0.0005, respectively) and Tencent's QQ — with the lowest observed rate at $0.0004 per stream (Pastukhov, 2019).

[4] https://houseofcommons.shorthandstories.com/music-streaming-must-modernise-DCMS-report/index.html?utm_source=committees.parliament.uk&utm_medium=referrals&utm_campaign=economics-music-streaming&utm_content=organic

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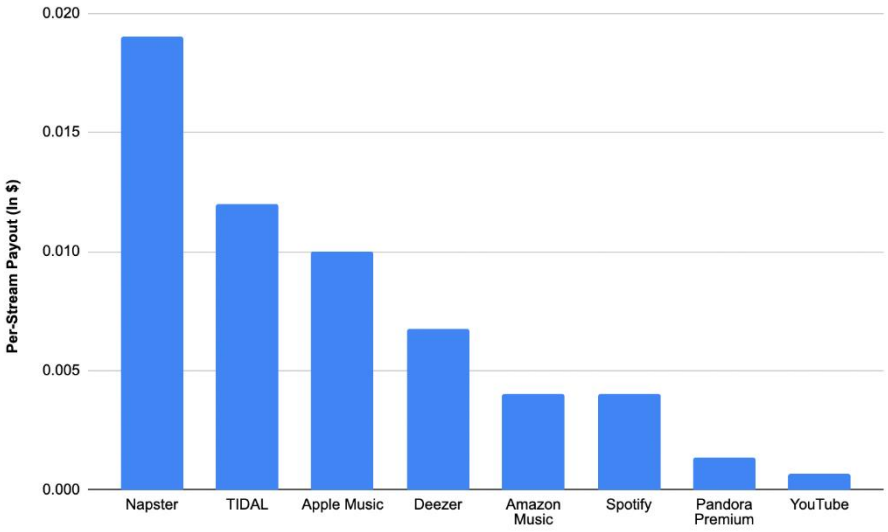

Figure 2: Reported per-stream pay-outs from top music streaming services in USD (cents) Source: Digital Music News (updated 2021)[5]

Hesmondhalgh (2020) highlights three main ways in which music creators may be able to earn greater income under the pro-rata system (pay per stream)[6]; "(a) for the total pot (subscriptions and advertising) to grow, through increased revenue; (b) for the music streaming services to pay out more to rights holders; and (c) for rights holders to provide better contractual terms to musicians" (p.8). Auito (2019) states that streaming revenues are just not enough to fully support artists despite them rising significantly, due to the complex pro rata system. To counter the inequality between "superstar" artists and independent artists a *user centric streaming mode[7]l* has been proposed, as it is used by Deezer. This method claims to pay less to superstars, without harming them (Auito, 2019) and more to less streamed artists. It favours local musicians and there is more transparency where users can actually understand how their usage effects payments for right holders (Hesmondhalgh, 2020). User centric studies were conducted by Maaso (2014) to understand the distribution of income from music streaming in Norway and another one by Muikku and Durgam (2017) in Finland to compare the current pro rata system to a user centric system. Both studies proposed user centric models as favourable for artists as it promotes a fairer distribution of income.

Spotify

Artists wishing to use the Spotify platform have three options that gives them access:

1. Either a team member that already has access sends you an invite
2. A distributor sends you an invite that gives instant access.
3. As an independent artist which goes through a manual review and takes time as it requires verification.

Once an artist profile is verified, the artist receives a blue tick mark and a profile is created where the artist can upload their work. Spotify provides a list of distributors for artists to choose so that they can handle the music's licensing, distribution, and pay the streaming royalties based on a fee or commission. For example, DistroKid has a fee of $19.90 that allows the artist to upload unlimited songs and albums in a year without paying anything from the sales of the songs. Two kind of royalties are earned on Spotify; Recording royalties and Publishing royalties. The rights holders receive royalties whenever a song is played on Spotify. The platform calculates royalties by tallying the total number of streams that occur within a given month as well as how many of those streams were people listening to music owned

[5] https://www.digitalmusicnews.com/2018/12/25/streaming-music-services-pay-2019/
[6] In the pro rata model the subscription fee from users is collected as a total amount from which the money is distributed according to all listening times.
[7] In the user centric model the user has more influence in deciding where their money will be allocated depending on whom they listen to.

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or controlled by a particular rights holder. Artists get paid based on their agreements with the labels and distributors (collection societies and publishers, in the case of songwriters).

Source: https://artists.spotify.com/help/article/getting-access-to-spotify-for-artists?category=team-management
Access Date: 23.07.2021

Streaming music has gained enormous popularity and has provided easy access, but another medium that is being used by artists to express themselves and interact with their fans is through video streaming platforms. Live-video sharing through social media platforms is providing added benefits to artists where they can create, share and repurpose content leading to an additional stream of revenue for their work (AWAL, 2018). It allows users to upload and broadcast their videos in real time which have now become an important component as it allows more interaction with the creator's audience (Shahzeidi, 2020). Some of the popular video streaming platforms include YouTube, Facebook, Instagram, Vimeo, Twitch and TikTok. TikTok, a music centric app, allows users to upload short videos of themselves. The platform has also launched careers of artists, such as Lil Nas X, where their songs are used in dances, memes and challenges on TikTok by other users (Leskin, 2020). The platform itself does not offer any monetization to creators but what it does offer is the opportunity to secure sponsorship and brand deals for their content, provided they have a large number of followers. Furthermore, creators can link their social media accounts such as YouTube, Instagram to divert more traffic and engagement (Hayes, 2020).

Other digital video streamers such as Netflix and Amazon Prime usually pay content producers by paying a licensing fee for the audio-visual content based on a specific period of time. Netflix has developed a literary connection with Maria Campbell Literary Associates and has been on a book acquisition spree by forging deeper relations with publishers and authors to turn books into movies and series, for example The Witcher, Shadow and Bones and more (Boog, 2019). According to the Netflix site: "we only accept submissions through licensed literary agents, or from a producer, attorney, manager, or entertainment executive with whom we have a pre-existing relationship. Any idea that is submitted by other means is considered an unsolicited submission."[8] Lissner who got her book *Carrie Pilby* adapted into a Netflix film wrote in her blogpost that book authors rarely became wealthy for a movie deal and when the screen rights are sold the writers receive a sum of about 2.5% of the budget not to mention the agent fees and taxes which results in sum lower than six figures (Lissner, 2017).

YouTube Live

Before creators can monetize their live stream or premiere, their channel must participate in the YouTube Partner Program (YPP). You can make money on YouTube through the following features:

"•Advertising revenue: Get ad revenue from display, overlay, and video ads.

•Channel memberships: Your members make recurring monthly payments in exchange for special perks that you offer.

•Merch shelf: Your fans can browse and buy official branded merchandise that's showcased on your watch pages.

•Super Chat & Super Stickers: Your fans pay to get their messages highlighted in chat streams.

•YouTube Premium Revenue: Get part of a YouTube Premium subscriber's subscription fee when they watch your content."

Artists can enrol themselves in the YouTube Partner Program and use ads to generate revenue. In order to be eligible to apply to the YouTube Partner Program, a channel must have 1,000 subscribers and received 4,000 watch hours in the previous 12 months. Other options include affiliation with a distributor or a signed record label who are responsible for paying the share to the artist. Because music composition rights are separate, YouTube also has agreements with music publishers and copyright collection societies. Through these deals, YouTube pays royalties to affiliated publishers and songwriters.

[8] https://help.netflix.com/en/node/100386 (Accessed_ 27.08.2021).

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Sources: https://support.google.com/adsense/answer/72857, https://support.google.com/youtube/answer/72851?hl=en (Accessed: 23.07.2021)

D. Book Publishing Platforms

Digital platforms have also penetrated the book publishing sector. In 2007 the launch of the Kindle e-reader by Amazon caused a dramatic stir in the traditional book publishing process. Pre-digitization, it was hard to imagine authors opting for self-publishing at any large scale, as it was expensive. This changed with the arrival of various internet-based services (such as Kindle Direct Publishing (KDP) by Amazon, iBooks, CreateSpace, Kobo, Lulu, Smashwords) making self-publishing a convenient and viable option for authors. This is due to the fact that companies like Amazon are interested in taking in self-publishing authors by providing them access to consumers directly. Furthermore, in the last decade or so, these emerging intermediaries either provide assistance to authors by converting books/manuscripts into e-books or provide them with relevant software and support which allows them to do this themselves (Hviid et al., 2019). The process of self-publishing allows authors to perform the core publishing related functions on their own. This means writing, designing, editing, marketing and selling of their books is their own responsibility. Authors have the option to outsource these functions via different online platforms, but the marketing control remains with them. The majority of the self-published books are provided in e-book format as they are easy and low cost when it comes to e-publishing, marketing and selling online. Some authors also utilize print on demand (POD) services, which gives them the option to print and order their books once they get and order from their clients (Matulionyte, 2017). While authors may pay less for editorial and marketing services when self-publishing, as compared to industrial publishing, the question remains whether they are able to earn enough (both professionals and amateurs) (Elkin-Koren, 2011). All in all, digitization has changed the way authors deal with the publishing and distribution of their books. They are no longer dependent on publishing houses to have their books published as they can now get them self-published. Furthermore, due to access to largescale crowd-sourced reviews they can generate large sales and gain more readers. This may have impacted the book publishing industry and the way publishing deals are made nowadays (Peukert and Reimers, 2021).

According to Carolan and Evain (2013) with the creation on wikis and the upsurge of Google Books as well as other book sharing platforms, information is readily available, which means people have more access as compared to before, making content alone insufficient to generate revenue. With increased interaction with users, content creators and providers have to determine what users are willing to pay for. Indie authors[9], as compared to those authors that work for traditional publishers, earn more per sale. The average trade-published author earns a royalty of approximately 7.5% of theirs books cover price, and those with agents lose a further 15% of that. Self-publishing platforms like Amazon, Apple Books, Ingram Spark and Kobo pay up to 70% of each book sold to authors. Indie authors who sell directly to readers from their own websites take in up to 96% of the value of the book (AskALLI, 2020). Hviid et al. (2019) state that Amazon dominates the e-book market: they estimate Amazon's share of US e-book sales at 74%, Apple's iBooks store at 11%, Barnes & Noble's Book Store at 8%, Kobo's US bookstore at 3%, and Google Play Books at 2%, while 2% of sales go via other avenues. While authors may likely benefit from self-publishing, there is the probability of an adverse effect from over-entry in the book industry, which means there may be a huge number of books that hardly make any sales and that are rarely reviewed by professional reviewers and/or readers.

Kindle Direct Publishing (KDP)

Kindle Direct Publishing offers two options to authors for royalty payments of their e-Books: 35% and 70%. To qualify for the 70% royalty option, books must meet these requirements:

- The author or publisher-supplied list price must satisfy list price requirements.
- The list price must be at least 20% below the list price on Amazon for the physical book.
- Titles must be made available for sale in all geographies for which the author or publisher has rights.

[9] Indie authors self-publish books without signing exclusive contracts with publishers and retain and control their publishing rights. https://www.allianceindependentauthors.org/what-is-an-indie-author/

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- Titles must also be enrolled in KDP Select to be eligible for 70% royalty on sales to customers in Brazil, Japan, Mexico, and India.

All books are still eligible for the standard 35% royalty as long as the title meets list price requirements.

Royalty calculations

If you select the 35% royalty option, your royalty will be 35% of your list price without VAT for each unit sold. If you select the 70% royalty option, your royalty will be 70% of your list price without VAT, less delivery costs (average delivery costs are $0.06 per unit sold, and vary by file size), for each eligible book sold to customers in the 70% territories, and 35% of the list price for each unit sold to customers residing outside the 70% territories. If we sell your digital book at a price below your list price without VAT in order to match price with a third party selling any digital or physical edition of the book, or to match Amazon's price for a physical edition of the book, you will receive 70% of our sale price for each eligible book sold to customers in the 70% territories, less delivery costs, and less any applicable VAT.

70% territories

The 70% royalty option only applies to books sold to customers in the listed countries. You do not need to live in one of the 70% territories in order to receive the 70% royalty option.

Public domain

The 70% royalty option is for in-copyright works only. Works in the public domain or consisting primarily of public domain content are only eligible for the 35% royalty option. If you add substantial original content or publish an original translation so that your book is not primarily public domain, then it would be eligible for the 70% royalty option.

Source: https://kdp.amazon.com/en_US/help/topic/G200644210
Access Date: 23.07.2021

4.2. Impact of digital platforms on the position and earnings of artists

The adoption of digital technologies is more dominant in the music, films, books, photography and design fields, and in sectors such as gaming, than in the performing arts sector (stage or theatre arts). It changes the way artistic labour markets work and impacts the outcome of these markets. It also affects the way new works are financed, how collaborations take place and are generated due to changes in the cost structure for artists in the digital environment (Cuntz, 2018).

According to Mazziotti (2020), social media services have given creators the opportunity to build their digital audiences, but the underlying logic of online platforms penalises the creators systematically. First, the algorithms and filter bubbles create more inequalities between superstars and other professional creators as these technologies tend to promote only selective works based on user behaviour or user preferences and suggestions. Second, although social media provides opportunities for artists' and creators to build their own brand and reputation, it also creates a price disparity of the content that is produced. Since social media is open to everyone, it allows users to make any kind of content available to the public creating what has been labelled a "value gap", where value created is largely monetized by platforms and may not benefit the artists, This value gap is a prevalent issue within the music industry where music streaming platforms such as Youtube and Spotify have created more disparity when it comes to remuneration of the work provided to the artist (Lawrence, 2019). The 2018 global report by IFPI considered the value gap to be a big threat to the future sustainability of the music industry (IFPI, 2018)[10]. Third, within the creative sector, especially the music industry, the remuneration for creators is still complex due to a lack of proper information infrastructure. This makes it problematic for online streaming platforms to ensure proportionate remuneration. Finally,

[10] https://www.fimi.it/kdocs/1922703/gmr-2018-ilovepdf-compressed.pdf

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there is the issue of information asymmetry across online platforms, where the platform owners keep information about artist and content producers' compensation as a trade secret. The information is either obtained when an artist breeches their confidentiality contract with these platforms or when tech companies provide spontaneous statements. This creates a toxic environment for the creators as it makes negotiation of deals difficult. Artists have no precise knowledge of the value of their works and how platforms by exploiting them are earning more.

Digitization has disrupted the creative industry and digital platforms are becoming giants that are on the one hand providing opportunities to artists and on the other hand are controlling them through their "lock-in mechanisms". Amit and Zott (2001) explain that lock-in basically is a switching cost that deters customers and strategic partners from moving to competitors, which creates value for the platform. Digital platforms utilize a similar strategy by locking-in artists (as well as end users) and making it inconvenient for them to leave the platform. For example, when book authors publish via the Amazon Kindle Publishing Platform they are locked-in in the sense that anything published on that platform is usable only on Amazon (Choudary, 2018). For example, starting 2011 on Amazon via KDP select, authors were offered a 70% royalty with some conditions attached such as having a price range between $2.99 and $9.99, and to agree to not sell their books through any other channel digitally, not even through their own website (Guion, 2018). Recently, an inquiry was held by the UK parliament where the issue on creators renumeration was highlighted in relation to how revenues are transferred from streaming platforms to the music industry. The concern was raised that although streaming services had brought forward profit for the music sector the music creators (performers, songwriters, and composers) did not receive similar benefits (Parliament, 2021).

Another issue that has gained recent traction are the policies implemented by digital platforms when it comes to what type of content is allowed to be posted. Facebook and Instagram demote content that they think is "inappropriate" or "borderline" according to their community standards. This means that the content is harder to find and the algorithms work against the user (Kozlowska, 2019). On Instagram, pictures are considered offensive if they fall within three categories: violent, shocking or sexually suggestive. Many times artists and photographers who work with content related to nudity have had their content removed or demoted (Dawson, 2020). There is a push from artists and other art advocates for Instagram to be more transparent when they demote or remove posts or accounts and as to why some accounts are given less visibility (Duran, 2019). Apart from that there is a greater call for transparency when it comes to content moderation policies and decisions. This means that platforms need to provide a meaningful transparency that leads to a better understanding of what the content moderation process really is and that too at a systematic level (Suzar et al, 2019).

The current community guideline on Instagram related to nudity reads as follows:

"We know that there are times when people might want to share nude images that are artistic or creative in nature, but for a variety of reasons, we don't allow nudity on Instagram. Nudes in the form of pictures of paintings and sculptures are also allowed."[11]

Thus, the community guidelines only allow certain types of art to post nude art, and disregards any other form of medium such as photography and performance based art.

In an effort to avoid censorship, deletion and demotion from social media, a campaign called "Don't Delete Art" was launched. It is a collective movement by artists and virtual art galleries. *Don't Delete Art* provides a comprehensive guide for artists on how they can comply with vague and unjustifiable rules put forward by social media platforms when they post their artwork. They are calling out social media companies to provide consistent, transparent and accurate principles in the way art content is handled on their platforms. Demands include improved notifications for all content that is removed and/or demoted, as well as appeal procedures

[11] https://pga.hiig.de/view/instagram/cg/2021-02-12

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for decisions regarding post removal, demotion, account deletion. The aim should be to encourage and motivate rather than discouraging artists to post their content on platforms (NCAC, 2021).

Some argue that by implementing block chain technologies (e.g. in the context of NFT or as an alternative to CMOs), artists will have more control over their work, which would allow them to manager their revenues, royalties, and intellectual-property rights into smart contracts that provide a quicker and more transparent way to allocate revenue to contributors (World Economic Forum, 2018). Several authors argue that regulators also need to make platforms more accountable by becoming more data driven so that platforms are more transparent to the artists and users. World Intellectual Property Organization (WIPO) can promote a better understanding by being proactive and develop efficient ways to protect the rights of artists and for the creative sector to grow (Jewell, 2018).

4.3. Emerging role of Artificial Intelligence (AI)

Artificial Intelligence (AI) has gained a lot of traction as an advanced technology capable of performing high-performance tasks with some form of human-like intelligence. In the last five years are so, the creative industry has seen a dramatic increase in the implementation of AI technology for the development of creative works (Anantrasirichai and Bull, 2021). According to Russell and Norvig (2020), AI consists of a set of codes, techniques, algorithims and data that allows a computer to adopt a human like behavior thereby allowing it to make decisions (perhaps even better ones) the way humans would. Within the creative sector we see the implementation of AI within the creative value-chain (creation, production, dissemination, consumption) at every phase leading to examples in the form of music, text, images and/or vidoes (Caramiaux, 2020).

AI can be seen playing different roles within the creative sector. First, it provides creative tools to artists through different software and programs. Second, it allows machines to create digital artworks, as well as poems and literature in some cases. Third, it is taking over work that is traditionally done by artists in the broad sense. AI is slowly emerging within the creative sector, such as the movie industry, and we see many artists implementing the technology in the content they produce. In 2015, Google developed a pattern finding software called DeepDream, which provided a set of tools to explore different AI algorithms for creators to produce visual content. Adobe and Celsys have followed suit, making industry standard creative tools that include AI features within their digital software's. They believe that AI tools will enable artists' and will work for their best interests rather than replacing them (Lee, 2019). A recent survey by Adobe showed that in US/Europe, 23% of the participants showed strong interest in AI based creative assistants while in Japan the response rate was 50%. AI has also been used to restore paintings that have been damaged or lost such as recently the painting "The Night Watch" by Rembrandt: parts of the painting that had been cut off … years ago, were reconstructed with the help of AI (Boffey, 2021).

However, AI has become more than a mere tool. In 2018, Christie's, an auction house in New York, announced the sale of an artwork titled "Portrait of Edmond de Belamy" made by AI, and estimated to sell between $7000 to $10,000 (Schinder and Rea, 2018). The artwork was sold for $432,500. This motivated some artists to explore their creativity by producing AI generated paintings. Inspired by AI, a group of tech savvy art lovers started an "Art AI" project at Cambridge University which created AI original art. It now serves as one of the world's largest gallery of AI generated art. Artists that create AI art write and tweak an algorithm where they feed the algorithm a number of images and then generate the desired output (Elgammel, 2019). Some musicians have also been involved in creating AI generated music such as Francois Pachet, the French scientist, composer, director and long-time AI music pioneer, who composed the first AI based pop-album (Chow, 2020). Es Devlin, a London based media designer, co-created POEMPORTRAIT, with Google Arts and Culture Lab and coder Ross Goodwin using AI where an algorithm was trained to generate poems (Vincent, 2019).

AI assists artists working in music, art, fashion and film by performing difficult or time-consuming tasks, allowing them to focus on more creative ideas. This can be seen in the gaming industry, where through

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automation AI helps designers with game development tasks such as testing programs (Marks, 2019). Digital artists are using AI enabled photo editors that makes their work easier for them by editing pictures in matter of a few clicks. Some AI Visual editors are equipped with machine learning software that assists in locating unique video frames while some apps can paint an entire artwork in matter of minutes (Bishop, 2020).

The use of AI however, has mixed reviews as some artists believe that it is an opportunity to capitalize on (Fagelson, 2019) while others believe it will be a threat especially if it takes over or de-values their creative skills (Pfeiffer , 2018) . Artists need to be open to the idea that some aspects of their roles may change. For example, Jonathan Follet, a musician explained how he had to transform his role from a keyboardist to an arranger, when AI automation emerged. There is the possibility that with AI the creative task associated with the creative job may lessen or be completely removed with the introduction of AI. What artists need to do is to recognize where they can provide their real artist value and where they can develop or advanced their craft using AI (Leonard, 2019).

With the increased use of AI to generate artworks the question of authorship and copyright has also become problematic. The question of whether AI assisted creative works should be protected by copyright law is a topic of debate as it brings forward technical, legal and philosophical questions relative to creativity and whether machines can be given the title of authors producing original works (Quintais et al, 2021).

5.The Pandemic effects

The Covid-19 pandemic has hit most artists and cultural and creative industries harder as compared to other industries, which has led to a fall in revenues in mostly every artistic field. This implies that over the next two years, there could be a sharp fall in earnings for artists (Henley, 2021). CMOs have done their best to protect artists during this crisis but these organizations themselves have suffered greatly and expect assistance fromEurope and European institutions. The more vulnerable artists include those who work as freelancers and/or are self-employed, particularly musician and other performing artists who were not allowed or able to do their work for more than a year. As a result, many artists are now forced to find work elsewhere, particularly in non-arts jobs (Rebuilding Europe, 2020). Some artists' have easily switched to digital forms of their work by establishing their presence on digital platforms. In other cases, however, such as those artists' belonging to the contemporary art field, the challenges are more complex (Amorim and Teixeira, 2020). During the pandemic, artists in the EU were faced with difficulties with regards to their working status and eligibility for unemployment and other benefits. A Europass-type registrar was brought forward as a solution in the 2007 EP Resolution but this didn't address the structural challenges that have emerged due to the pandemic and that may continue to intensify. These challenges range from income loss, uncertainties, inequality, social fractures marginalisation, and increased social polarisation (Culture Action Europe and Dâmaso, 2021).

In an effort to combat the effects of the pandemic, European Commission has launched a number of initiatives, such as the Creatives Unite platform, to provide support, solution and relief to artists. Many theatres, dance venues, music organizations and museums have gone digital since the pandemic by providing audiences digital access, which is mostly free. The European Parliament resolution[12] indicated that apart from the economic recovery of the cultural sector, efforts need to be put in recognizing other social issues, specifically the working conditions of artists (Polivtseva, 2020).

A recent survey was conducted by Genero, a global platform for creatives, to understand the impact of COVID-19. They surveyed around 430 creatives (creative directors, producers, directors, production companies, agencies, animators and more) from 61 different countries in the late 2020s where 81% of the respondents stated that they faced a reduction in their income from March 2020 till September 2020. This

[12] https://www.europarl.europa.eu/doceo/document/RC-9-2020-0246_EN.html

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lead to many creatives to opt for alternative employment, 72% of the respondents had to change their ways of working, either temporarily or permanent, due to the pandemic. Figure 3 below gives an overview of the results of the survey (Genaro, 2021).

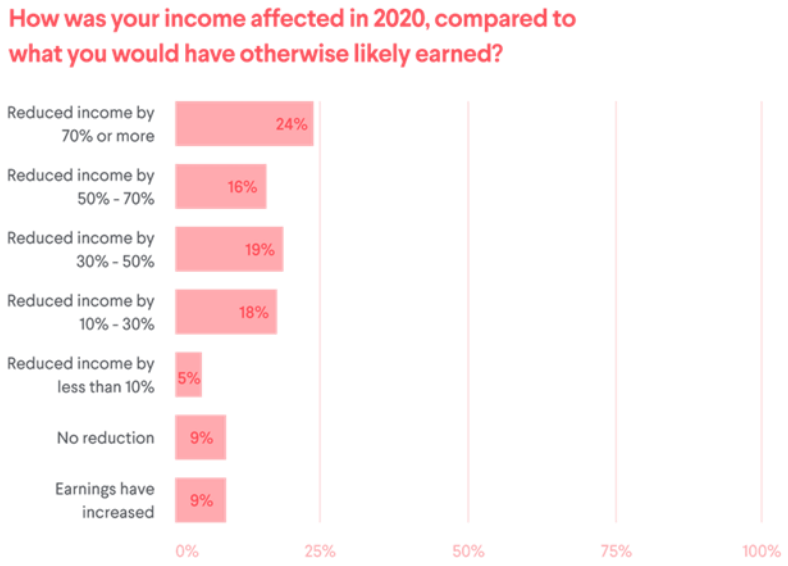

Figure 3. Income affect of creatives due to COVID-19
Source: Genero Creative Report[13]

Optimism is being expected by the vaccination as it will curb the spread of COVID-19 and Member states within the EU have started considering lifting restrictions in the creative and culture sector by re-opening of venues, activities and events. However, it is not that easy as there are differences between the various measures taken at the national level. The EU commission on 29 June, 2021published guidelines[14] that would help facilitate the safe opening of activities in cultural and creative sectors to provide a coordinated approach in line with the specific national, regional and local conditions. They are expected to guide the design and implementation of measures and protocols in EU countries and cover two key dimensions: the safe reopening of the cultural sectors and their sustainable recovery.

It must be noted that recovery scenarios are not just dependent on the effects of the vaccine and government polices but also how the players in the sector are able to cope with the public requirements. "If well-established and more structured businesses (e.g. national theatres or top-performing artist crews) suffered, smaller and independent entities faced even stronger challenges due to the lack of skills, resources and overall capacity to adapt their businesses to health demands in times of a pandemic. This increased the already consistent inequalities that characterise the sector" (de Vet et al., 2021, p.32).

6. Conclusion

Understanding the experience of artists in terms of how they generate their income, how they cope with digital developments as well as the impact of unforeseen situations is an important topic that needs attention. The creative sector is a diverse sector where you will find a blend of artists and fitting them into

[13] https://genero.com/news/creative-report
[14] https://ec.europa.eu/culture/resources/coronavirus-response
file:///C:/DDrive/UvA/March%202021/Report/Revview/New%20ref/COM-2021-4838-covid_en.pdf

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one field is difficult. Artists tend to hold multiple jobs which may or may not be related to their art. Artists often have fluctuating earnings, unless a fixed wage job. However, artists tend to mostly work as freelancers or be self-employed which means most of the financial burden and risk is carried by themselves and state dependency is less, specifically in terms of receiving unemployment benefits.

The increased use of social media has brought opportunities for most artists as they are able to promote their content more freely and openly and build their community with their fans. However, digital platforms lack transparency and sometimes may end up exploiting artists rather than helping them. The power of algorithms may end up hurting the artist and the use of artists' content by platforms without any monetization is an issue that requires attention. Apart from digital platforms, the emerging role of AI in the creative field has brought forward new opportunities as well as challenges for some artists. While for some artists it may help in capitalizing their existing art skills, for others AI may be a competitor rather than a tool. In addition, AI generated artworks face the issue of authorship and copyright issues.

While artists in general have faced income disparities due to their creative fields, empirical research seems to indicate that the impact of the pandemic has made it worse. Many artists lost their sources of income and state support programmes, in some cases, were either insufficient or unavailable. The pandemic also highlighted the vulnerability of artists and the need for new policies and a focus on digitilaziton to better protect their interests and to provide more sustainable sources of income.

This mapping document highlights the previous literature on the income development of artists' as well as their experience with digital platforms, AI, copyrights and the pandemic. The next step in the project will be the development of the survey questionnaire, distribution of the survey to artists across EU, collection of data and analysis followed by a final report with the main results of the survey.

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Part II

8. Reversion rights in the European Union Member States

The second part of the paper presents all mapped provisions allowing rights to revert back to the authors and performers, which are currently or were historically a part of the national laws of the EU Member States. The provisions are presented in the form of tables, with each Member State having its own section. Each table, with the exception of countries whose official language is English, consists of three columns: 1) provision in the original language, 2) English translation of the provision, 3) summary of the provision. Whereas the first and second column cite provisions verbatim, the summary included in the third column (marked grey) uses author's own words. A short version of the summaries is featured in the comments accompanying the map and the table presenting the mapped provisions available on the CREATe's Reversion Rights Resource Page.[15]

Member States are discussed in the alphabetical order.

Selected terms used in the summaries of provisions:

Termination: automatic termination of the agreement following occurrence of a trigger.

Right of termination: right to terminate the agreement; termination of the contractual relationship requires an action of the author/performer/legal successor.

Exclusive to non-exclusive: provisions providing for a change of an exclusive assignment into a non-exclusive one.

Reversion: situation where rights revert back to the author absent explicit agreement concerning a work.

Work for hire: provision concerning employee works

[15] Reversion Rights Resource Page is available at: https://www.create.ac.uk/reversion-rights-resourcepage/.

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1. Austria

Original title: Bundesgesetz über das Urheberrecht an Werken der Literatur und der Kunst und über verwandte Schutzrechte (Urheberrechtsgesetz) (1936)

Translated title: Federal Act on Copyright in Works of Literature and Art and Related Rights (Copyright Act) (1936) Version: 9

October 2020 (consolidated text)

Source: Das Rechtsinformationssystem des Bundes (RIS) available at:
https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10001848 <last accessed 15 October 2020>

Translation: DeepL Translator

Vorzeitige Auflösung des Vertragsverhältnisses. **§ 29.** (1) Wird von einem Werknutzungsrecht ein dem Zwecke seiner Bestellung entsprechender Gebrauch überhaupt nicht oder nur in so unzureichendem Maße gemacht, daß wichtige Interessen des Urhebers beeinträchtigt werden, so kann dieser, wenn ihn kein Verschulden daran trifft, das Vertragsverhältnis, soweit es das Werknutzungsrecht betrifft, vorzeitig lösen. (2) Die Auflösung kann erst nach fruchtlosem Ablauf einer vom Urheber dem Werknutzungberechtigten gesetzten angemessenen Nachfrist erklärt werden. Der	**Premature termination of the contractual relationship.** **§ 29.** (1) If a right to use a work is not used at all or only to such an insufficient extent that important interests of the author are impaired, the author may, if he is not at fault, prematurely terminate the contractual relationship as far as the right to use the work is concerned. (2) The dissolution can only be declared after the fruitless expiry of a reasonable grace period set by the author to the party entitled to use the work. The setting of a grace period is	**Right of termination** Concerns right of use agreements. Unwaivable for a period exceeding **3 years** Trigger: lack of use or insufficient use of work, which **impairs interests of the author**, in case the reasons for insufficient use do not lie with the author. Requirement to set an **additional reasonable period** to use the work. Requirement does not apply when the exercise of right is impossible, or a party to the agreement refused to use the work, or setting an additional period endangers author's overriding interests.

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Setzung einer Nachfrist bedarf es nicht, wenn die Ausübung des Werknutzungsrechtes dem Erwerber unmöglich ist oder von ihm verweigert wird oder wenn die Gewährung einer Nachfrist überwiegende Interessen des Urhebers gefährdet. (3) Auf das Recht, das Vertragsverhältnis aus den im Absatz 1 bezeichneten Gründen zu lösen, kann im voraus für eine drei Jahre übersteigende Frist nicht verzichtet werden. In diese Frist wird die Zeit nicht eingerechnet, in der der Werknutzungsberechtigte durch Umstände, die auf seiten des Urhebers liegen, daran verhindert war, das Werk zu benutzen. (4) Die Wirksamkeit der vom Urheber abgegebenen Erklärung, das Vertragsverhältnis aufzulösen, kann nicht bestritten werden, wenn der Werknutzungsberechtigte diese Erklärung nicht binnen 14 Tagen nach ihrem Empfang zurückweist. **§ 30.** (1) Bei den im § 28, Absatz 2, Z 1 und 2, bezeichneten Werknutzungsrechten gelten die Vorschriften des § 29 nur, wenn der	not required if the exercise of the right to use the work is impossible for the purchaser or is refused by him or if the granting of a grace period endangers predominant interests of the author. (3) The right to terminate the contractual relationship for the reasons specified in paragraph 1 cannot be waived in advance for a period exceeding three years. This period shall not include the time during which the person entitled to use the work was prevented from using it by circumstances on the part of the author. (4) The validity of the declaration made by the author to dissolve the contractual relationship cannot be contested if the person entitled to use the work does not reject this declaration within 14 days of its receipt. **§ 30** (1) In the case of the rights of use of works referred to in § 28, Subsection 2, Clauses 1 and 2, the provisions of § 29 shall apply only if the	Party to the agreement has 14 days to reject author's notice of termination. In case the notice is not rejected within this time, its validity cannot be questioned.

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Werknutzungsberechtigte zur Ausübung seines Rechtes verpflichtet ist. (2) Durch die Vorschriften des § 29 werden die dem Urheber nach Vertrag oder Gesetz zustehenden Rechte nicht berührt, den Vertrag aus anderen Gründen aufzuheben, vom Vertrag zurückzutreten oder dessen Erfüllung zu begehren sowie Schadenersatz wegen Nichterfüllung zu verlangen. *Re § 28* […] (2) Ferner können, wenn der Werknutzungsberechtigte zur Ausübung seines Rechtes nicht verpflichtet ist und mit dem Urheber nichts anderes vereinbart hat, ohne dessen Einwilligung übertragen werden: 1. Werknutzungsrechte an Sprachwerken und Werken der im § 2, Z 3, bezeichneten Art, die entweder auf Bestellung des Werknutzungsberechtigten nach seinem den Inhalt und die Art der Behandlung bezeichnenden Plane oder bloß als Hilfs- oder Nebenarbeit für ein fremdes Werk geschaffen werden;	person entitled to use the works is obliged to exercise his right. (2) The provisions of § 29 shall not affect the author's rights under the contract or the law to rescind the contract for other reasons, to withdraw from the contract or to demand performance of the contract and to claim damages for non-performance. *Re § 28* […] (2) Furthermore, if the person entitled to use the work is not obliged to exercise his right and has not agreed otherwise with the author, the work may be transferred without the author's consent: 1. rights of use of linguistic works and works of the kind described in § 2, item 3, which are either created at the request of the person entitled to use the work in accordance with his plan describing the content and the type of treatment or merely as ancillary or secondary work for a third-party work;	

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2. Werknutzungsrechte an Werken der Lichtbildkunst (Lichtbildwerken) und des Kunstgewerbes, die auf Bestellung oder im Dienst eines gewerblichen Unternehmens für dieses geschaffen werden.	2. rights of use of works of photographic art (photographic works) and works of applied arts, which are created for a commercial enterprise by order of or in the service of such enterprise.	
Werknutzungsrechte an künftigen Werken. **§ 31.** (1) Auch über erst zu schaffende Werke kann im voraus gültig verfügt werden. (2) Hat sich der Urheber verpflichtet, einem anderen Werknutzungsrechte an allen nicht näher oder nur der Gattung nach bestimmten Werken einzuräumen, die er zeit seines Lebens oder binnen einer fünf Jahre übersteigenden Frist schaffen wird, so kann jeder Teil den Vertrag kündigen, sobald seit dessen Abschluß fünf Jahre abgelaufen sind. Auf das Kündigungsrecht kann im voraus nicht verzichtet werden. Die Kündigungsfrist beträgt drei Monate, wenn keine kürzere Frist vereinbart ist. Durch die Kündigung wird das Vertragsverhältnis nur hinsichtlich der Werke beendet, die zur Zeit des Ablaufs der Kündigungsfrist noch nicht vollendet sind.	**Rights of use of future works.** **§ 31.** (1) Works to be created can also be validly disposed of in advance. (2) If the author has undertaken to grant another person rights of use in all works which he will create during his lifetime or within a period exceeding five years, either party may terminate the contract as soon as five years have expired since its conclusion. The right of termination may not be waived in advance. The period of notice shall be three months, unless a shorter period is agreed. Termination of the contract shall only terminate the contract in respect of those works which have not yet been completed at the time of expiry of the period of notice.	**Right of termination** Concerns contracts for future works: 1) all works created during author's lifetime, or 2) works created during a period exceeding 5 years. Trigger: lapse of **5 years** following conclusion of the contract. **3 months of notice period** applies, unless shorter term agreed by the parties. Termination applies only to the rights to works not yet created.

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(3) Durch die Vorschrift des Absatzes 2 werden andere Rechte, den Vertrag aufzuheben, nicht berührt.	(3) The provision of paragraph 2 shall not affect other rights to terminate the contract.	
Eröffnung eines Insolvenzverfahrens § 32. (1) Hat der Urheber einem anderen das ausschließliche Recht eingeräumt, ein Werk zu vervielfältigen und zu verbreiten, und wird über das Vermögen des Werknutzungsberechtigten ein Insolvenzverfahren eröffnet, so wird die Anwendung der Vorschriften der Insolvenzordnung über noch nicht erfüllte zweiseitige Verträge dadurch nicht ausgeschlossen, dass der Urheber dem Werknutzungsberechtigten das zu vervielfältigende Werkstück schon vor der Eröffnung des Insolvenzverfahrens übergeben hat. (2) Ist zur Zeit der Eröffnung des Insolvenzverfahrens mit der Vervielfältigung des Werkes noch nicht begonnen worden, so kann der Urheber vom Vertrag zurücktreten. Auf Antrag des Schuldners oder des Insolvenzverwalters hat das Insolvenzgericht eine Frist zu bestimmen, nach deren Ablauf der Urheber den Rücktritt nicht mehr erklären kann.	**Opening of insolvency proceedings § 32.** (1) If the author has granted another party the exclusive right to reproduce and distribute a work and insolvency proceedings are opened in respect of the assets of the party entitled to use the work, the application of the provisions of the Insolvency Statute on unfulfilled bilateral contracts shall not be excluded by the fact that the author has already handed over the work to be reproduced to the party entitled to use the work before the opening of the insolvency proceedings. (2) If at the time of the opening of the insolvency proceedings the reproduction of the work has not yet begun, the author may withdraw from the contract. At the request of the debtor or the insolvency administrator, the insolvency court shall determine a period of time after the expiry of which the author may no longer declare his withdrawal.	**Right of termination** Concerns agreements on reproduction and distribution. Trigger: insolvency of a party to the agreement, and the lack of reproduction of a work on the date of opening of the insolvency proceedings. Max term for termination determined by the insolvency court.

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Gesamtausgaben. **§ 34.** Der Urheber, der einem anderen das ausschließliche Recht eingeräumt hat, ein Werk der Literatur oder Tonkunst zu vervielfältigen und zu verbreiten, behält gleichwohl das Recht, das Werk in einer Gesamtausgabe zu vervielfältigen und zu verbreiten, sobald seit dem Ablauf des Kalenderjahrs, in dem das Werk erschienen ist, zwanzig Jahre verstrichen sind. Dieses Recht kann durch Vertrag weder beschränkt noch aufgehoben werden.	**Total expenditure.** **§ 34.** An author who has granted another person the exclusive right to reproduce and distribute a literary or musical work shall nevertheless retain the right to reproduce and distribute the work in a complete edition as soon as twenty years have elapsed since the end of the calendar year in which the work appeared. This right cannot be limited or revoked by contract.	**Termination [exclusive to non-exclusive]** Concerns agreements on reproduction and distribution of music and literary works. Concerns exclusive agreements. Unwaivable Trigger: lapse of **20 years** following the end of the year when work the was first distributed. After 20-year period lapses, the author can reproduce and distribute the work in a complete edition of her works.

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Beiträge zu Sammlungen. **§ 36.** (1) Wird ein Werk als Beitrag zu einer periodischen Sammlung (Zeitung, Zeitschrift, Jahrbuch, Almanach u. dgl.) angenommen, so bleibt der Urheber berechtigt, das Werk anderweit zu vervielfältigen und zu verbreiten, wenn nichts anderes vereinbart und wenn auch nicht aus den Umständen zu entnehmen ist, daß der Herausgeber oder Verleger der Sammlung das Recht, das Werk darin zu vervielfältigen und zu verbreiten, als ausschließliches Recht in dem Sinn erwerben soll, daß das Werk sonst nicht vervielfältigt oder verbreitet werden darf.	**Contributions to collections.** **§ 36** (1) If a work is accepted as a contribution to a periodical collection (newspaper, magazine, yearbook, almanac, etc.), the author shall retain the right to reproduce and distribute the work elsewhere, unless otherwise agreed and unless it is clear from the circumstances that the editor or publisher of the collection is to acquire the right to reproduce and distribute the work therein as an exclusive right in the sense that the work may not otherwise be reproduced or distributed.	**Termination [exclusive to non-excluisve]** Concerns contributions to periodical collections involving an **exclusive** transfer. Trigger: **publication of a newspaper**, or a lapse of **1 year** following the end of the year when the collection including a contribution was published. Author can publish her contribution elsewhere after prescribed period lapses.

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(2) Ein solches ausschließliches Recht erlischt bei Beiträgen zu einer Zeitung sogleich nach dem Erscheinen des Beitrages in der Zeitung. Bei Beiträgen zu anderen periodisch erscheinenden Sammlungen sowie bei Beiträgen, die zu einer nicht periodisch erscheinenden Sammlung angenommen werden und für deren Überlassung dem Urheber kein Anspruch auf ein Entgelt zusteht, erlischt ein solches ausschließliches Recht, wenn seit dem Ablauf des Kalenderjahrs, in dem der Beitrag in der Sammlung erschienen ist, ein Jahr verstrichen ist.	(2) In the case of contributions to a newspaper, such an exclusive right shall expire immediately after the contribution appears in the newspaper. In the case of contributions to other periodically appearing collections as well as in the case of contributions which are accepted for a nonperiodically appearing collection and for the provision of which the author is not entitled to remuneration, such an exclusive right shall expire if one year has elapsed since the end of the calendar year in which the contribution appeared in the collection.	
Verwertungsrechte **§ 68** […] (4) Die §§ 11, 12, 13, § 15 Abs. 1, § 16 Abs. 1 und 3, §§ 16a, 18a, 23, 24, § 25 Abs. 1, 2, 3 und 5, §§ 26, 27, § 28 Abs. 1, §§ 29, 31, 32, 33, 59a und 59b gelten entsprechend; an die Stelle der im § 31 Abs. 2 genannten Frist von fünf Jahren tritt jedoch eine solche von einem Jahr. **Schutzrecht.** **§ 74.** […]	**Performing artists** **§ 68** […] (4) §§ 11, 12, 13, § 15 (1), § 16 (1) and (3), §§ 16a, 18a, 23, 24, § 25 (1), (2), (3) and (5), §§ 26, 27, § 28 (1), §§ 29, 31, 32, 33, 59a and 59b shall apply mutatis mutandis; however, the period of five years mentioned in § 31 (2) shall be replaced by one year. **Property** **right. § 74.** […]	

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(7) Die §§ 5, 7 bis 9, 11 bis 13, § 14 Abs. 2, § 15 Abs. 1, die §§ 16, 16a, 17, 17a, 17b, § 18 Abs. 3,	(7) §§ 5, 7 to 9, 11 to 13, § 14 para. 2, § 15 para. 1, §§ 16, 16a, 17, 17a, 17b, § 18 para. 3, § 18a, § 23 para.	

§ 18a, § 23 Abs. 2 und 4, § 24, § 25 Abs. 2 bis 6, § 26, § 27 Abs. 1, 3, 4 und 5, § 31 Abs. 1, § 32 Abs. 1, § 33 Abs. 2, die §§ 36, 37, 41, 41a, 42, §§ 42a bis 42g, § 54 Abs. 1 Z 3 und Abs. 2, die §§ 56, 56a, 56b und 56e, § 57 Abs. 3a Z 1, 2 und 4 sowie die §§ 59a und 59b gelten für Lichtbilder, die §§ 56c und 56d für kinematographische Erzeugnisse entsprechend; § 42a Abs. 1 Z 1 gilt jedoch nicht für die Vervielfältigung von gewerbsmäßig hergestellten Lichtbildern nach einer Vorlage, die in einem photographischen Verfahren hergestellt worden ist.	2 and 4, § 24, § 25 para. 2 to 6, § 26, § 27 para. 1, 3, 4 and 5, § 31(1), § 32(1), § 33(2), §§ 36, 37, 41, 41a, 42, §§ 42a to 42g, § 54(1)(3) and (2), §§ 56, 56a, 56b and 56e, § 57(2) 3a nos. 1, 2 and 4 as well as §§ 59a and 59b shall apply to photographs, §§ 56c and 56d to cinematographic products mutatis mutandis; however, § 42a para. 1 no. 1 shall not apply to the reproduction of commercially produced photographs based on a model produced in a photographic process.	

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2. Schallträger. **§ 76.** […] (6) Die §§ 5, 7, 8, 9, 11, 12, 13, § 14 Abs. 2, § 15 Abs. 1, § 16 Abs. 1 und 3, die §§ 16a, 18a, § 23 Abs. 2 und 4, § 24, § 25 Abs. 2, 3 und 5, § 26, § 27 Abs. 1, 3, 4 und 5, § 31 Abs. 1, § 32 Abs. 1, § 33 Abs. 2, die §§ 41, 41a, 42c, 42d, 42e, 42g, 56, 56e, 57 Abs. 3a Z 1 und 4, § 71 Abs. 3 und § 74 Abs. 2 bis 5 gelten entsprechend.	**2. Sound carrier.** **§ 76.** […] (6) §§ 5, 7, 8, 9, 11, 12, 13, § 14 para. 2, § 15 para. 1, § 16 para. 1 and 3, §§ 16a, 18a, § 23 para. 2 and 4, § 24, § 25 para. 2, 3 and 5, § 26, § 27 para. 1, 3, 4 and 5, § 31(1), § 32(1), § 33(2), §§ 41, 41a, 42c, 42d, 42e, 42g, 56, 56e, 57(3a)(1) and (4), § 71(3) and § 74(2) to (5) shall apply accordingly.	
§ 76. […] (7) Bietet der Hersteller nach Ablauf von fünfzig Jahren nach dem Beginn des Laufs der Schutzfrist den Schallträger nicht in	**§ 76.** […] (7) If the producer does not offer the phonogram for sale in sufficient quantity (§ 9) or does not make it available to the public (§ 18a)	Implementation of the Term Directive.

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ausreichender Menge zum Verkauf an (§ 9) oder stellt er ihn nicht der Öffentlichkeit zur Verfügung (§ 18a), so hat die im § 66 Abs. 1 bezeichnete Person das unverzichtbare Recht, den Vertrag, mit dem sie ausschließliche Rechte an der Aufzeichnung ihrer Darbietung dem Hersteller eingeräumt hat, vorzeitig zu lösen. Die Auflösung wird wirksam, wenn der Hersteller nicht innerhalb eines Jahres ab dem Zugang der Auflösungserklärung den Schallträger in ausreichender Menge zum Verkauf anbietet und der Öffentlichkeit zur Verfügung stellt. In den Fällen des § 70 ist das Auflösungsrecht durch den gemeinsamen Vertreter wahrzunehmen. Wird der Vertrag nach diesem Absatz aufgelöst, so erlöschen die Rechte des Herstellers am Schallträger.	after the expiry of fifty years from the beginning of the term of protection, the person referred to in § 66 (1) shall have the inalienable right to prematurely terminate the contract by which he has granted the producer exclusive rights to the recording of his performance. The dissolution shall become effective if the manufacturer does not offer the sound carrier for sale in sufficient quantity and make it available to the public within one year of receipt of the declaration of dissolution. In the cases of § 70 the right of dissolution is to be exercised by the common representative. If the contract is terminated in accordance with this paragraph, the manufacturer's rights to the sound carrier shall expire.	

2. Belgium

Original title: Code de droit économique - 28 Février 2013 Translated

title: Code of Economic Law – 28 February 2013 Version: 12 May

2020 (last amendment)

Source: Moniteur Belge available at: http://www.ejustice.just.fgov.be/eli/loi/2013/02/28/2013A11134/justel#LNK0403 <last accessed 15 October 2020>

Translation: Google Translate

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Art. XI.185. La faillite du producteur, la mise en réorganisation judiciaire ou la mise en liquidation de son entreprise n'entraînent pas la résiliation des contrats avec les auteurs de l'œuvre audiovisuelle. […] Lorsque l'activité du producteur a cessé depuis plus de douze mois ou lorsque la liquidation est publiée sans qu'il ait été procédé à la vente de l'oeuvre audiovisuelle plus de douze mois après sa publication, chaque auteur de l'oeuvre audiovisuelle peut demander la résiliation de son contrat.]	**Art. XI.185.** The bankruptcy of the producer, the judicial reorganization or the liquidation of his company shall not entail the termination of contracts with the authors of the audiovisual work. […] Where the activity of the producer has ceased for more than 12 months or where the liquidation is published without the sale of the audiovisual work having taken place more than 12 months after its publication, each author of the audiovisual work may request the termination of his contract.	**Right of termination** Concerns audiovisual works. Trigger: 1) lack of producer's activity for a period exceeding 12 months, or 2) lack of sale of audiovisual work within a period of 12 months after the publication of liquidation. Can be exercised (separately) by authors of audiovisual works.
Art. XI.196. § 1er. L'éditeur doit produire ou faire produire les exemplaires de l'oeuvre dans le délai	**Art. XI.196.** § 1. The publisher must produce or cause to be produced the copies of the work within the agreed period.	**Right of termination** Concerns publishing agreements. Trigger: **lack of publication** of work within the agreed time, and if no time was agreed, within

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convenu. A défaut d'avoir été fixé par contrat, ce délai sera déterminé conformément aux usages honnêtes de la profession. Si l'éditeur ne satisfait pas à son obligation dans les délais définis ci-avant sans pouvoir justifier d'une excuse légitime, l'auteur pourra reprendre ses droits cédés, après une mise en demeure, adressée par envoi recommandé avec accusé de réception, et restée sans effet pendant six mois. […] § 2/1. L'auteur d'un article scientifique issu d'une recherche financée pour au moins la moitié par des fonds publics conserve, même si, conformément à l'article XI.167, il a cédé ses droits à un éditeur d'un périodique ou les a placés sous une licence simple ou exclusive, le droit de mettre le manuscrit gratuitement à la disposition du public en libre accès après un délai de douze mois pour les sciences humaines et sociales et six mois pour les autres sciences, après la première publication, dans un périodique, moyennant mention de la source de la première publication.	Failing this, the time limit shall be determined in accordance with the honest practices of the profession. If the publisher fails to meet his obligation within the time limits set forth above without being able to justify a legitimate excuse, the author may take back his assigned rights after formal notice, sent by registered mail with acknowledgement of receipt, has been given and has remained without effect for six months. […] § 2/1. The author of a scientific article resulting from research financed for at least half by public funds retains, even if, in accordance with Article XI.167, he has assigned his rights to a publisher of a periodical or placed them under a simple or exclusive licence, the right to make the manuscript freely available to the public after a period of twelve months for the human and social sciences and six months for the other sciences, after the first publication, in a periodical, provided the source of the first publication is mentioned.	a time determined by honest practices of profession, without a **justified reason**. Author needs to send a **formal notice** via registered mail with an acknowledgement of receipt. Publisher has **6 months** following the notice to publish the work. Contract terminated after 6 months following receipt of the termination notice if the work has not been published during this time. **Right of republication** Concerns **scientific articles** resulting from the research financed at least in half by public funds. Applies both when rights were transferred and licensed to the publisher. Unwaivable Right to make an article freely available to the public after a period of **12 months** (human and social sciences) or **6 months** (other sciences) after publication. Publishing contract may provide for a shorter period. King may provide for a longer period. Need to indicate the original publication.

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Le contrat d'édition peut prévoir un délai plus court que celui fixé à l'alinéa 1er. Le Roi peut prolonger le délai fixé à l'alinéa 1er. Il ne peut être renoncé au droit prévu à l'alinéa 1er. Ce droit est impératif et est d'application nonobstant le droit choisi par les parties dès lors qu'un point de rattachement est localisé en Belgique. Il s'applique également aux oeuvres créées avant l'entrée en vigueur de ce paragraphe et non tombées dans le domaine public à ce moment.	The publishing contract may provide for a shorter period than that laid down in paragraph 1. The King may extend the time limit set in paragraph 1. The right provided for in paragraph 1 cannot be waived. This right is imperative and applies notwithstanding the right chosen by the parties if a point of connection is located in Belgium. It shall also apply to works created before the entry into force of this paragraph and not fallen into the public domain at that time.	Provision has a retroactive effect.
Art. XI.200. En cas de faillite, la mise en réorganisation judiciaire ou de mise en liquidation de l'entreprise de l'éditeur, l'auteur peut dénoncer immédiatement le contrat original, par envoi recommandé avec accusé de réception. […]	**Art. XI.200.** In the event of bankruptcy, judicial reorganisation or liquidation of the publisher's business, the author may immediately terminate the original contract by registered letter with acknowledgement of receipt. […]	**Right of termination** re- Concerns publishing agreements. Trigger: 1) bankruptcy, 2) judicial organisation, 3) liquidation of the publisher Author needs to send a formal notice via registered mail with an acknowledgement of receipt
Art. XI.201. Le contrat de représentation doit être conclu pour une durée limitée ou pour un nombre déterminé de communications au public. L'aliénation ou la licence exclusive accordée par un auteur en vue de spectacles vivants ne	**Art. XI.201.** The representation contract must be concluded for a limited period or for a specified number of communications to the public. The alienation or exclusive license granted by an author for the purpose of live performances	**Max term of an agreement** Concerns contracts of representation for the purpose of live performances. Transfer or exclusive licence agreement can be concluded for a max period of **3 years**.

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peut valablement excéder trois années; l'interruption des représentations au cours de deux années consécutives y met fin de plein droit.	may not validly exceed three years; the interruption of performances during two consecutive years shall automatically terminate it.	**Termination** Concerns contracts of representation for the purpose of live performances involving transfer or exclusive licence. Trigger: lack of performance for **2 consecutive years**. Contract is automatically terminated and rights revert back to the author.

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Art. XI.210. § 1er. Si, cinquante ans après que le phonogramme a fait l'objet d'une publication licite, ou, faute de cette publication, cinquante ans après qu'il a fait l'objet d'une communication licite au public, le producteur de phonogrammes n'offre pas à la vente des exemplaires du phonogramme en quantité suffisante ou ne le met pas à la disposition du public, par fil ou sans fil, de manière que les membres du public puissent y avoir accès de l'endroit et au moment qu'ils choisissent individuellement, l'artiste-interprète ou exécutant peut résilier le contrat par lequel l'artiste-interprète ou exécutant a cédé ses droits sur la fixation de son exécution à un producteur de phonogrammes. Le droit de résilier le contrat de cession peut être exercé si le producteur, dans un délai d'un an à compter de la notification par l'artiste-	**Art. XI.210.** § 1. If, fifty years after the phonogram has been lawfully published or, in the absence of such publication, fifty years after it has been lawfully communicated to the public, the producer of phonograms does not offer for sale copies of the phonogram in sufficient quantity or does not make it available to the public, by wire or wireless means, so that members of the public may access them from a place and at a time individually chosen by them, the performer may terminate the contract by which the performer has assigned his or her rights in the fixation of his or her performance to a phonogram producer. The right to terminate the contract of assignment may be exercised if the producer, within a period of one year from the notification	Implementation of the Term Directive

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interprète ou exécutant par envoi recommandé de son intention de résilier le contrat de cession conformément à l'alinéa 1er, n'accomplit pas les deux actes d'exploitation visés à l'alinéa 1er. L'artiste-interprète ou exécutant ne peut renoncer à ce droit de résiliation. Si un phonogramme contient la fixation des exécutions de plusieurs artistes-interprètes ou exécutants, ceux-ci peuvent, à défaut d'accord entre eux résilier leurs contrats de cession, chacun pour leur contribution. Si tous les contrats de cession de tous les artistes-interprètes sont résiliés en application du présent paragraphe, les droits du producteur de phonogrammes sur le phonogramme expirent.	by the performer by registered mail of his intention to terminate the contract of assignment in accordance with paragraph 1, does not perform the two acts of exploitation referred to in paragraph 1. The performer may not waive this right of termination. If a phonogram contains the fixation of the performances of several performers, the performers may, failing agreement between them, terminate their contracts of assignment, each for his own contribution. If all the contracts of assignment of all the performers are terminated pursuant to this paragraph, the rights of the phonogram producer in the phonogram shall expire.	

Historical sources:

Original title: Loi relative au droit d'auteur et aux droits voisins 30 Juin 1994 Translated title:

Law relating to copyright and neighbouring rights 30 June 1994

Source: Moniteur Belge available at: http://www.ejustice.just.fgov.be/cgi_loi/change_lg.pl?language=fr&la=F&cn=1994063035&table_name=loi <last accessed 15 October 2020> Translation:

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Art. 20. La faillite du producteur, l'octroi d'un concordat ou la mise en liquidation de son entreprise n'entraînent pas la résiliation des contrats avec les auteurs de l'œuvre audiovisuelle. […] Lorsque l'activité du producteur a cessé depuis plus de douze mois ou lorsque la liquidation est publiée sans qu'il ait été procédé à la vente de l'oeuvre audiovisuelle plus de douze mois après sa publication, chaque auteur de l'oeuvre audiovisuelle peut demander la résiliation de son contrat.	**Art. 20.** The bankruptcy of the producer, the granting of an arrangement or the liquidation of his company shall not entail the termination of contracts with the authors of the audiovisual work. […] Where the activity of the producer has ceased for more than 12 months or where the liquidation is published without the sale of the audiovisual work having taken place more than 12 months after its publication, any author of the audiovisual work may request the termination of his contract.	**Right of termination** Concerns audiovisual works. Trigger: 1) lack of producer's activity for a period exceeding 12 months, or 2) lack of sale of the audiovisual work within a period of 12 months after publication of liquidation. Can be exercised (separately) by authors of audiovisual works.

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Art. 26. § 1. L'éditeur doit produire ou faire produire les exemplaires de l'oeuvre dans le délai convenu. A défaut d'avoir été (fixé) par contrat, (ce délai sera déterminé) conformément aux usages honnêtes de la profession. Si l'éditeur ne satisfait pas à son obligation dans les délais définis ci-avant sans pouvoir justifier d'une excuse légitime, l'auteur pourra reprendre ses droits cédés, après une mise en demeure, adressée par pli recommandé à la	**Art. 26.** § 1. The publisher must produce or cause to be produced the copies of the work within the agreed time limit. If not (fixed) by contract, (this time limit shall be determined) in accordance with the honest practices of the profession. If the publisher does not meet his obligation within the time limits defined above without being able to justify a legitimate excuse, the author may take back his assigned rights, after a formal notice, sent by registered mail with	**Right of termination** Concerns publishing agreements. Trigger: lack of publication of the work within the agreed time, and if no time was agreed, within a time determined by honest practices of profession, without a justified reason. Author needs to send a formal notice via registered mail with an acknowledgement of receipt. Publisher has 6 months following the notice to publish the work. Contract terminated after 6 months following the receipt of the termination notice if the work has not been published during this time.
poste avec accusé de réception, et restée sans effet pendant six mois. […]	acknowledgement of receipt, and remained without effect for six months. […]	
Art. 30. En cas de faillite, d'octroi d'un concordat ou de mise en liquidation de l'entreprise de l'éditeur, l'auteur peut dénoncer immédiatement le contrat original, par pli recommandé à la poste avec accusé de réception. […]	**Art. 30.** In the event of bankruptcy, the granting of an arrangement or the liquidation of the publisher's business, the author may immediately terminate the original contract by registered letter sent by post with acknowledgement of receipt. […]	**Right of termination** Concerns publishing agreements. Trigger: 1) bankruptcy, 2) judicial re- organisation, 3) liquidation of the publisher. Author needs to send a formal notice via registered mail with an acknowledgement of receipt.

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Art. 31. Le contrat de représentation doit être conclu pour une durée limitée ou pour un nombre déterminé de communications au public. L'aliénation ou la licence exclusive accordée par un auteur en vue de spectacles vivants ne peut valablement excéder trois années; l'interruption des représentations au cours de deux années consécutives y met fin de plein droit. […]	**Art. 31.** The representation contract shall be concluded for a limited period or for a specified number of communications to the public. The alienation or exclusive license granted by an author for the purpose of live performances may not validly exceed three years; the interruption of performances for two consecutive years shall automatically terminate the contract. […]	**Max term of an agreement** Concerns contracts of representation for the purpose of live performances. Transfer or exclusive licence agreement can be concluded for a max period of **3 years**. **Termination** Concerns contracts of representation for the purpose of live performances involving transfer or exclusive licence. Trigger: lack of performance for **2 consecutive years**. Contract is automatically terminated and rights revert back to the author.

3. Bulgaria

Original title: Закон за авторското право и сродните му права (1993) Translated title:

Copyright and Related Rights Law (1993)

Version: 13 December 2019 (last amendment)

Source: WIPO Lex available at: https://wipolex.wipo.int/en/text/544061 <last accessed 15 October 2020> Translation: Google

Translate via WIPO Lex

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Договори за използване **Чл. 36.** (1) С договора за използване на произведението авторът отстъпва на ползвател изключителното или неизключителното право да използва създаденото от него произведение при определени условия и срещу възнаграждение. […] (5) Ако в договора не е уговорен срок, смята се, че правото да се използва произведението е отстъпено за три години, а за произведения на архитектурата -за пет години.	**Contracts for use Art.** **36.** (1) With the contract for use of the work the author assigns to the user the exclusive or non-exclusive right to use the work created by him under certain conditions and against remuneration. […] (5) If no term is agreed in the contract, it shall be considered that the right to use the work has been ceded for three years, and for works of architecture - for five years.	**Default term of an agreement** Concerns contracts for use of works. Contract concluded for **3 years**, or **5 years** in the case of architectural works, absent provisions to the contrary.
Действие и срок на договора **Чл. 37.**	**Validity and term of the contract** **Art. 37.**	**Maximum term of an agreement** Concerns contracts for use of works. Contracts concluded for a period up to **10 years**.

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(1) Нищожен е договорът, с който авторът отстъпва правото да се използват всички произведения, които той би създал, докато е жив. (2) Договорът за използване на произведение може да се сключи за срок до десет години. Когато този договор е сключен за по-дълъг срок, той има сила за десет години. Това ограничение не се прилага спрямо договорите за произведения на архитектурата.	(1) The contract by which the author assigns the right to use all works, which he would create while he is alive, shall be null and void. (2) The contract for use of a work may be concluded for a period of up to ten years. When this contract is concluded for a longer period, it is valid for ten years. This restriction does not apply to contracts for architectural works.	Agreements concluded for a longer period last 10 years. Exception: architectural works.
Разваляне на договора, ако изпълнението не е започнало **Чл. 39.** (1) Ако в договора, с който се отстъпва изключително право, не е уговорен срок, в който ползвателят е длъжен да започне използването на произведението, авторът може да развали договора, ако използването не е започнало в двегодишен срок от сключването му или от деня на предаването на произведението, когато това е станало след сключването на договора. (2) Алинея 1 не се прилага за произведения на архитектурата.	**Termination of the contract if the performance has not started Art. 39.** (1) If the contract by which the exclusive right is assigned does not stipulate a term in which the user is obliged to start the use of the work, the author may terminate the contract if the use has not started within two years from its conclusion or from the day of delivery of the work, when this happened after the conclusion of the contract. (2) Paragraph 1 shall not apply to works of architecture.	**Right of termination** Concerns contracts transferring rights which do not specify when the exploitation of work should begin. Trigger: exploitation of work has not started within **2 years** after conclusion of the contract or delivery of work, whichever happened later. Exception: architectural works.

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Прекратяване **Чл. 51.** Ако не е уговорено друго, издателският договор се прекратява с изтичане на срока на договора или с изчерпване на тиража на изданието, а ако е било уговорено повече от едно издание -с изчерпване на тиража на последното издание.	**Termination** **Art. 51.** Unless otherwise agreed, the publishing contract shall be terminated upon expiration of the term of the contract or upon exhaustion of the circulation of the publication, and if more than one edition has been agreed - upon exhaustion of the circulation of the last edition.	**Termination** Concerns publishing agreements. Trigger: exhaustion of the (last) edition, even before contract's term lapses. For definition of exhaustion see art. 52 below.
Предсрочно прекратяване Чл. 52. (1) Ако не е уговорено друго, авторът може да прекрати издателския договор едностранно, с писмено предизвестие, когато договорът е сключен за повече от едно издание и тиражът на последното издание е изчерпан, а издателят в едногодишен срок не възпроизведе и разпространи следващо издание, при условие, че авторът в същия срок е поискал от него да направи това. Тиражът се смята за изчерпан, когато непродадените екземпляри не са повече от пет на сто от тиража на изданието.	**Early termination Art. 52.** (1) Unless otherwise agreed, the author may terminate the publishing contract unilaterally, with written notice, when the contract is concluded for more than one edition and the circulation of the last edition is exhausted, and the publisher within one year does not reproduce and distribute the next edition, provided that the author has asked him to do so within the same period. Circulation is considered exhausted when the unsold copies are not more than five percent of the circulation of the publication.	**Right of termination** Concerns publishing contracts for more than one edition. Trigger: following the exhaustion of a previous edition, the publisher does not reproduce and publish the next edition within **1 year** following author's request. Notice of termination needs to be done in writing. Author keeps the remuneration she received. Edition is considered exhausted when less than 5% of edition's copies is available.

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(2) В случаите по ал. 1 полученото вече от автора възнаграждение не подлежи на връщане.	(2) In the cases under par. 1 the remuneration already received by the author is not subject to return.	

Определение **Чл. 43.** С издателския договор авторът отстъпва на издателя правото да възпроизведе и разпространи произведението, а издателят се задължава да извърши тези действия и да заплати на автора възнаграждение.	*Re publishing contracts:* **Definition** **Art. 43.** With the publishing contract the author assigns to the publisher the right to reproduce and distribute the work, and the publisher is obliged to perform these actions and to pay the author remuneration.	
Диспозитивни правила Чл. 56. Ако в договора не е предвидено друго, смята се, че: […] (6) авторът може да прекрати договора, когато ползвателят прекрати публичното представяне на произведението за срок, по- дълъг от една година.	**Dispositive rules Art. 56.** Unless otherwise provided in the contract, it shall be considered that: […] 6. the author may terminate the contract when the user terminates the public presentation of the work for a period longer than one year.	**Right of termination** Concerns contracts for public presentation or performance. Trigger: lack of public presentation for a period longer than **1 year**.

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Определение **Чл. 55.** С договор за публично представяне авторът на сценично произведение отстъпва на ползвател правото да представи произведението, а ползвателят се задължава да го представи и заплати на автора възнаграждение.	*Re Contract for public presentation or performance* **Definition** **Art. 55.** With a contract for public performance the author of a stage work assigns to the user the right to present the work, and the user is obliged to present it and to pay the author a remuneration.	

4. Croatia

Original title: Zakon o autorskom pravu i srodnim pravima (2003)

Translated title: Copyright and Related Rights Act (2003) Version: 8

November 2018 (last amendment)

Source: WIPO Lex available at: https://wipolex.wipo.int/en/text/537705 <last accessed 15 October 2020>

Translation: provided by State Intellectual Property Office available at: https://www.dziv.hr/files/file/eng/zakon_autor_ENG.pdf <last accessed 15 October 2020>

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PRAVO POKAJANJA **Članak 17.** (1) Autor ima pravo opozvati pravo na iskorištavanje njegovoga autorskog djela, i njegovo daljnje korištenje, uz popravljanje štete korisniku toga prava, ako bi daljnje korištenje štetilo njegovoj časti ili ugledu. To pravo imaju i autorovi nasljednici ako je to autor odredio oporukom, ili dokažu da je autor za života ovlašteno pokušao ostvariti to pravo ali je bio spriječen. (2) Opoziv iz stavka 1. ovoga članka ima učinak od dana kad autor položi osiguranje za naknadu štete iz stavka 3. ovoga članka.	**RIGHT OF REVOCATION** **Article 17** (1) The author shall have the right to revoke a right of exploitation of his copyright work and its further use, compensating the damages to the user of such right, where further use would be prejudicial to his honour or reputation. Such right shall also be exercised by the author's heirs, if the author decided so in his will, or if they prove that the author, prior to his death, was entitled and tried to exercise such right, but was prevented from doing so. (2) The revocation referred to in paragraph (1) of this Article shall be effective from the day when the author deposits the security for the compensation for damages referred to in paragraph (3) of this Article.	**Right of termination** Concerns **moral rights** (included in a section on moral rights of the author). Unwaivable Trigger: use of work is **prejudicial to author's honour or reputation**. Exercised by the author or her heirs, when there was a provision in the will, or when prior to her death author could exercise the right but was prevented from. Need to make a **security deposit** on account of damages to be paid to the work's user. Requires notification of revocation. Notification has an effect from the day security deposit was made. Alternatively, from the day when the notification has been made when the user did not communicate within 3 months of receiving the notification the costs she

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(3) Korisnik prava na iskorištavanje autorskog djela dužan je, u roku od tri mjeseca od dana primitka izjave o opozivu iz stavka 1. ovoga članka, priopćiti autoru iznos nepokrivenih troškova koje je imao pripremajući korištenje njegova autorskog djela do dana primitka te izjave. Ako korisnik prava na iskorištavanje autorskog djela to ne učini, izjava o opozivu ima učinak istekom roka iz ovog stavka.	(3) The user of the right of exploitation of a copyright work shall, within three months as from the receipt of the notification of revocation referred to in paragraph 1 of this Article, communicate to the author the amount of outstanding costs incurred to him in the preparation for the use of his work up to the day of receipt of such notification. If the holder of the right of exploitation of a copyright work fails to do so, the notification of revocation shall become effective at the expiration of the time limit referred to in this paragraph.	incurred in preparation to use the work prior to receiving the notification. Priority of a former user in case the author wants to resume the exploitation of work in the same manner up to 10 years after revocation. Need to make an offer to the previous user with the same conditions. Exceptions: database and computer programs.
(4) Ako autor u roku od deset godina od ostvarenja prava pokajanja odluči da se autorsko djelo u pogledu kojega je ostvario pravo pokajanja može ponovno koristiti, dužan je pravo iskorištavanja najprije ponuditi onomu čije je pravo opozvao pod prvotnim uvjetima.	(4) If, within ten years as from his exercise of the right of revocation, the author decides to resume the exploitation of the work in respect to which he exercised his right of revocation, he shall be required to offer such right, under previous conditions, first to the person to whom such right was revoked.	
(5) Autor se ne može odreći prava pokajanja.	(5) The author may not renounce the right of revocation.	
(6) Odredbe iz ovoga članka ne primjenjuju se na elektroničke baze podataka i računalne programe.	(6) The provisions of this Article shall not apply to electronic databases and computer programs.	

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NEIZVRŠAVANJE ISKLJUČIVOG PRAVA ISKORIŠTAVANJA **Članak 45.** Ne izvršava li nositelj isključivog prava iskorištavanja svoje pravo ili ga izvršava u nedovoljnoj mjeri tako da su zakoniti interesi autora povrijeđeni, autor može zahtijevati ukinuće isključivog prava iskorištavanja. Autor nema to pravo ako nositelj isključivog prava iskorištavanja dokaže da nije kriv za nastanak razloga za neizvršavanje.	**NON-EXERCISE OF THE EXCLUSIVE RIGHT OF EXPLOITATION** **Article 45** If the holder of the exclusive right of exploitation does not exercise his right or exercises it insufficiently, prejudicing thereby legitimate interests of the author, the author may demand revocation of the exclusive right of exploitation. The author shall not have such right, if the holder of the exclusive right of exploitation proves that he is not responsible for the reasons causing the non-exercise of the right.	**Right of termination** Concerns exclusive right of exploitation (see art. 44). Trigger: **non-use or insufficient use** which **prejudices legitimate interests of the author**. Exception: non-use or insufficient use caused by reasons **a user has no responsibility for**. No special provisions on remuneration, damages, formalities or term.
RASPOLAGANJE AUTORSKIM PRAVOM OSNIVANJEM PRAVA ISKORIŠTAVANJA **Članak 44.** (1) Autor može za drugoga osnovati pravo iskorištavanja autorskog djela ili mu prepustiti ostvarivanje autorskog prava ugovorom, davanjem odobrenja (dozvole) za korištenje ili drugim pravnim poslom. (2)Autor može za drugoga osnovati pravo na temelju kojega će drugi moći autorsko djelo koristiti na svaki ili na određen način (pravo iskorištavanja autorskog djela). Pravo	*Re right of exploitation:* **DISPOSITION OF COPYRIGHT BY GRANTING A RIGHT OF EXPLOITATION** **Article 44** (1) The author may grant to another person a right of exploitation of a copyright work or may entrust him the exercise of copyright by a contract, by giving the authorization for use, or by other legal transaction. (2) The author may grant to another person a right on the basis of which he will be able to use a copyright work in any or in a certain manner (the right of exploitation of a copyright work).	

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iskorištavanja može biti osnovano kao isključivo ili neisključivo pravo, ograničeno sadržajno, vremenski ili prostorno. (3) Nositelj isključivog prava iskorištavanja može autorsko djelo koristiti na način koji je u skladu sa sadržajem njegovog prava te svakoga drugog, uključujući autora, isključiti od takvog korištenja, ako ovim Zakonom nije drukčije određeno. Pri osnivanju isključivog prava iskorištavanja može se odrediti da autor pridržava za sebe pravo korištenja autorskog djela.	The right of exploitation may be granted as an exclusive or a nonexclusive right, limited in terms of content, time or space. (3) The holder of the exclusive right of exploitation may use a copyright work in a manner which complies with the content of his right and exclude any other person, including the author, from such use, unless otherwise provided by this Act. When granting the exclusive right of exploitation, it may be defined that the author reserves the right of use of the copyright work.	
NAKLADNIČKO PRAVO PRVENSTVA Članak 65. (1) Nakladnik koji je stekao pravo na izdavanje autorskog djela ima, u pogledu izdavanja toga djela u elektroničkom ili bilo kojem drugom obliku, pravo prvenstva pred drugim nakladnicima koji ponude iste uvjete. (2) Nakladnik koji se namjerava koristiti pravom iz stavka 1. ovoga članka dužan je u roku od 30 dana od dana primitka autorovog pisanog poziva dostaviti autoru svoju ponudu.	**PUBLISHER'S PRIORITY RIGHT** **Article 65** (1) A publisher, who has acquired the right to publish the work, has among other publishers who offer equal terms, the priority right to publish the work in an electronic or any other form. (2) A publisher who intends to use the right referred to in paragraph (1) of this Article, shall submit his offer to the author, within 30 days as from the date of receipt of the author's written invitation.	**Priority right** Publisher's priority to publish a work in an electronic form. Concerns publishing agreements. Priority right lasts **2 years** following conclusion of a publishing agreement. Author needs to issue a written invitation to the publisher. The publisher has 30 days to make an offer to the author.

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(3) Nakladničko pravo prvenstva iz stavka 1. ovoga članka traje do isteka roka od dvije godine od dana sklapanja nakladničkog ugovora.	(3) The publisher's priority right referred to in paragraph (1) of this Article, shall last until the expiration of a period of two years as from the date of the conclusion of a publishing contract.	
PRESTANAK RASKIDOM NAKLADNIČKOG UGOVORA **Članak 66.** (1) Autor može zahtijevati raskid nakladničkog ugovora ako nakladnik ne izda autorsko djelo ili ne pristupi izdavanju novog ugovorenog izdanja autorskog djela u ugovorenom ili u zakonskom roku. (2) Ako se nakladnički ugovor raskida krivnjom nakladnika, autor ima, osim prava na naknadu štete, i pravo zadržati primljenu naknadu, odnosno zahtijevati isplatu ugovorene naknade. (3) Nakladnik može zahtijevati raskid ugovora i naknadu štete zbog neizvršenja ugovora, ako autor ne preda nakladniku rukopis ili drugi izvornik autorskog djela u ugovorenom ili u zakonskom roku.	**TERMINATION BY RESCINDMENT OF PUBLISHING CONTRACT** **Article 66** (1) The author may demand the rescindment of a publishing contract if the publisher does not publish the work within the stipulated time or does not proceed to publish a new edition within the stipulated time or term determined by law. (2) If the contract is rescind due to a publisher's fault, the author shall have, apart from the right to compensation for damages, the right to keep the remuneration received, or to demand payment of the stipulated remuneration. (3) A publisher may demand the rescindment of the publishing contract and claim damages, if the author does not deliver to the publisher a manuscript or other original of the work within the time limit stipulated by a contract or by the law.	**Right of termination** Concerns publishing agreements (see art. 56). Trigger: **lack of initial publication** or publication of a **second edition** within the agreed time or a time determined by law. Author has a right to damages. If the termination is caused by reasons lying with the publisher, author has the right to keep remuneration she received and the right to demand payment of the outstanding remuneration.

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OPĆENITO O UGOVORU **Članak 56.** (1) Nakladničkim ugovorom (izdavačkim ugovorom) autor se obvezuje za nakladnika (izdavača) osnovati pravo reproduciranja svojega određenoga autorskog djela tiskanjem ili drugim sličnim postupkom i pravo distribucije primjeraka autorskog djela (pravo izdavanja), a nakladnik se obvezuje autorsko djelo na ugovoreni način izdati i autoru za to platiti ugovorenu naknadu ako ugovorom nije drukčije određeno, te se brinuti o uspješnoj distribuciji primjeraka autorskog djela i davati autoru podatke o distribuciji autorskog djela. Nakladnički ugovor mora sadržavati odredbu o trajanju prava izdavanja. (2) Ako nakladničkim ugovorom nije drukčije određeno, smatra se da nakladnik ima isključivo pravo izdavanja djela iz stavka 1. ovoga članka. (3) Presumpcija iz stavka 2. ovoga članka ne odnosi se na pravo izdavanja članaka u dnevnom i periodičnom tisku ili publikacijama.	*Re publishing contracts:* **GENERAL ISSUES CONCERNING THE CONTRACT Article 56** (1) By a publishing contract the author undertakes to grant to the publisher the right of reproduction of his particular work by printing or other similar process, and the right of distribution of the copies of the work (the right of publication), while the publisher undertakes to publish the work as agreed, and to pay to the author the agreed remuneration, unless otherwise provided by a contract, as well as to take care about a successful distribution of the copies of the work, and to provide the author with the information on the distribution of his copyright work. A publishing contract shall contain a provision on the duration of the right of publication. (2) Unless otherwise provided by a publishing contract, it shall be presumed that the publisher has the exclusive right to publish the work referred to in paragraph (1) of this Article. (3) The presumption referred to in paragraph (2) of this Article shall not apply to the right	

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RASKID UGOVORA **Članak 121.** (1) Ako filmski producent audiovizualnog djela ne završi djelo u roku od pet godina od dana sklapanja ugovora o audiovizualnoj produkciji toga djela, ili ako završeno audiovizualno djelo ne distribuira u roku od dvije godine od dana završetka toga djela, koautori mogu zahtijevati raskid ugovora, ako nije ugovoren koji drugi rok. (2) U slučaju iz stavka 1. ovoga članka koautori djela i autori doprinosa zadržavaju pravo na isplatu naknade.	**RESCINDING OF CONTRACT** **Article 121** (1) If a film producer of an audiovisual work does not complete the work within five years from the conclusion of the contract on the audiovisual production of such work, or if he does not distribute the completed work within two years from the time of its completion, the co-authors may demand that the contract be rescinded, unless any other term has been stipulated in the contract. (2) In the case referred to in paragraph (1) of this Article, the co-authors and authors of contributions retain the right to obtain remuneration.	**Right of termination** Concerns agreements on audiovisual production. Right of co-authors of an audiovisual work. Trigger: audiovisual work is **not completed within 5 years** following conclusion of the agreement or the audiovisual work is **not distributed within 2 years** following its completion. Co-authors and contributors to the audiovisual work keep the right to remuneration

Historical sources:

Original title: Zakon o Autorskom Pravu (1991)

Translated title: Copyright Act (1991)

Version: Last consolidated text with amendments up to 9/1999, checked with later amendments 76/1999, 127/1999 and 67/2001.

Source: Narodne Novine available at: https://narodne-novine.nn.hr/clanci/sluzbeni/1999_02_9_110.html <last accessed 15 October 2020> Translation: Google

Translate via WIPO Lex

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Notes: First copyright act of the Republic of Croatia, taking place of the Copyright Act of Yugoslavia 1978 [Law (Official Gazette of SFRY No. 19/78) the Copyright
Law (Official gazette of SRRY No. 30/86)]

Članak 18. Ako proizvođač ne završi kinematografsko djelo u roku od tri godine od dana sklapanja ugovora o proizvodnji toga djela, ili ako završeno kinematografsko djelo ne pusti u promet u roku od jedne godine od dana završetka toga djela, autori kinematografskoga djela mogu, zadržavajući pravo na naknadu, zahtijevati raskid ugovora, ako nije ugovoren koji drugi rok.	**Article 18.** If the maker does not complete the cinematographic work within three years of the date of the conclusion of the contract pertaining to the making of such work, or if he does not distribute the cinematographic work so completed within one year of the date of the completion thereof, the authors of the cinematographic work, while reserving their right to remuneration, may request rescission of the contract unless another time limit is agreed upon.	**Right of termination** Concerns cinematographic works. Right of co-authors of a cinematographic work. Trigger: cinematographic work **not completed within 3 years** following the conclusion of the agreement, or cinematographic work **not distributed within 1 year** following its completion. Co-authors and contributors to the cinematographic work keep the right to remuneration.
Ako koji od autora odbije završiti svoj doprinos kinematografskom djelu, ili ako zbog više sile to ne može učiniti, ne može se protiviti da se doprinos koji je već unaprijed dao upotrijebi za dovršenje kinematografskoga djela. Takav autor na već dani doprinos kinematografskom djelu ima odgovarajuća autorska prava.	If any of the authors refuses to complete his contribution to the cinematographic work or if, by force majeure, he is unable to do so, he may not object to the use, for the purpose of completing the cinematographic work, of the contribution he has already made. Such an author shall have the corresponding copyright in the contribution already made to the creation of the cinematographic work.	

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Članak 20. Pravna osoba ili poslodavac imaju isključivo pravo, u okviru svoje redovne djelatnosti, za vrijeme od pet godina, iskorištavati autorsko djelo što ga je u izvršenju svoje radne obveze stvorio zaposlenik u toj pravnoj osobi odnosno	**Article 20.** A legal entity, or the employer, shall have the exclusive right to use, within the framework of their regular activity and within a period of five years, authors' works created by a worker in the fulfillment of his work obligations in that legal	**Work for hire** Employer has the right to use employee work for a period of **5 years**. Exception: computer programs.
kod poslodavca (djelo stvoreno u radnom odnosu), bez zahtijevanja odobrenja od zaposlenika - autora tog djela. […] Uz iznimku odredaba iz ovoga članka, na računalnom programu stvorenom u pravnoj osobi odnosno kod poslodavca, nositelj autorskog imovinskog prava jest pravna osoba odnosno poslodavac.	entity, or on the premises of that employer (work created in the course of employment), without requesting the authorization of the worker who is the author of the work in question. […] Subject to the provisions of this Article, the owner of the author's economic right in a computer program created in an enterprise or other legal entity, or on the premises of an employer, shall be that legal entity or that employer.	

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Članak 21. Pravo objavljivanja autorskoga djela stvorenog u radnom odnosu obuhvaća pravo na objavljivanje jednog bibliografskog izdanja odnosno pravo na jedno umnažanje. Pri objavi djela stvorenog u radnom odnosu, pravna osoba odnosno poslodavac dužan je označiti ime i prezime autora odnosno pseudonim autora. Ako pravna osoba odnosno poslodavac ne objavi djelo stvoreno u radnom odnosu u roku predviđenom u općem aktu, kolektivnom	**Article 21.** The right of publication of the author's work created in the course of employment shall include the right to publish a single bibliographic edition, that is, the right to a single multiplication. When a work created in the course of employment is published, a legal entity, or the employer, shall be obliged to indicate the full name of the author or his pseudonym. If the legal entity, or the employer, does not publish the work created in the course of employment before the expiration of the time limit provided for in the general act, in a	**Work for hire/reversion** Right of the employer to publish employee work (single edition). Time to publish: **5 years** or a period agreed in the employment agreement, a period agreed in the collective agreement or a period shorter than 5 years when significance of the work is limited to a shorter period. In case of the lack of publication, rights in publication revert back to the author. Author can publish her work after it is published by the employer. Author can publish her work before the term lapses with the employer's permission.

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ugovoru odnosno ugovoru o zapošljavanju, pravo na objavu takva djela stječe autor.	collective agreement or an employment contract, the right to publish the work shall revert to the author.	
Pravna osoba odnosno poslodavac može i prije isteka roka iz stavka 3. ovoga članka autoru dopustiti da objavi djelo stvoreno u radnom odnosu.	The legal entity, or the employer, may, even before the expiration of the time limit referred to in the third paragraph of this Article, permit the author to publish the work created in the course of employment.	
Pri objavi svojih sabranih djela autor može i bez odobrenja pravne osobe odnosno poslodavca objaviti djelo stvoreno u radnom odnosu, bez obzira na to što je ono već objavljeno.	When publishing his complete works the author may, even without the permission of the legal entity, or of the employer, publish the work created in the course of employment without regard to the fact that the said work has already been published.	
Nakon isteka pet godina od dana završetka djela stvorenog u radnom odnosu, pravo na objavljivanje pripada autoru.	After the expiration of a period of five years from the date of completion of a work created in the course of employment, the right to publish the work shall revert to the author.	
Pravo na objavljivanje djela stvorenog u radnom odnosu pripada autoru i prije isteka roka iz stavka 6. ovoga članka ako je aktualnost djela ograničena na kraći rok.	The right of publication of the work created in the course of employment shall revert to the author even before the expiration of the period provided for in the sixth paragraph of this Article if the significance of the work is limited to a shorter period.	

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Članak 69. Izdavački ugovor prestaje: smrću autora prije završetka autorskoga djela, iscrpljenjem naklade svih ugovorenih izdanja i prestankom ugovora. Autor može zahtijevati raskid izdavačkog ugovora ako izdavač nakon iscrpljenja jednog izdanja ne pristupi izdavanju novog ugovorenog izdanja u roku od jedne godine od dana kad je autor to zahtijevao, ako ugovorom nije drukčije određeno. Ako autor ne preda izdavaču autorsko djelo u ugovorenom roku ili ako izdavač ne izda djelo u ugovorenom roku, izdavač odnosno autor može zahtijevati raskid ugovora i naknadu štete zbog neizvršenja ugovora a, osim toga, autor ima pravo zadržati primljenu naknadu odnosno zahtijevati isplatu ugovorene naknade.	**Article 69.** The following shall cause the publishing contract to terminate: the death of the author before the completion of the author's work, the fact that all editions provided for in the contract are out of print and the termination of the contract. Unless otherwise stipulated in the contract, the author may request the rescission of the publishing contract if, after one edition being out of print, the publisher has not, within one year from the date on which the author requested him to do so, proceeded with publishing a new edition as stipulated in the contract. If, within the time limits provided for in the contract, the author has not delivered the author's work to the publisher or the publisher has not published the work, the publisher or the author, as the case may be, may demand the rescission of the contract and claim damages for non- fulfilment of the contract; in addition, the author shall have the right to keep the remuneration received or, as the case may be, to request the payment of the remuneration stipulated in the contract.	**Right of termination/Termination** Concerns publishing agreements. Three different situations/triggers. Trigger: **all editions** envisaged in the contract are **out of print**. Contract is automatically terminated. Trigger: lack of **a second edition** within **one year** of **author requesting** the second edition, after original edition goes out of print. Applies only if the publishing contract envisages more than one. Trigger: **lack of publication** of work within the agreed time. If time was not agreed, within a reasonable time, but no longer than **one year** after the delivery of a manuscript. Author keeps the right to remuneration and/or to request outstanding remuneration. Author has the right to damages.

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Ako rok za izdavanje djela nije utvrđen ugovorom, izdavač je dužan objaviti djelo u primjerenom roku, a najkasnije u roku od jedne godine od dana predaje rukopisa ili drugog izvornoga djela.	If the time limit for publication of the work has not been fixed in the contract, the publisher shall be required to publish the work within a reasonable period of time, and at the latest within one year from the date of the remittance of the manuscript or other original work.	
Članak 65. Ako izdavačkim ugovorom nije drukčije određeno, smatra se da je autor tim ugovorom prenio na izdavača pravo na objavljivanje samo jednoga bibliografskog izdanja odnosno pravo na samo jedno umnažanje.	*Re single edition:* **Article 65.** Unless otherwise stipulated in the publishing contract, it shall be considered that the author has transferred to the publisher, by that contract, only the right of publication for a single bibliographic edition, that is, the right to a single multiplication.	
Članak 61. Izdavačkim ugovorom autor prenosi na izdavača pravo objavljivanja autorskoga djela tiskanjem odnosno umnožavanjem.	*Re publishing contract:* **Article 61.** By a publishing contract, the author transfers to the publisher the right of publication of his author's work by means of printing or multiplication.	
Članak 64. Za trajanja izdavačkog ugovora autor ne može pravo objavljivanja odnosno umnožavanja autorskoga djela na istom jeziku ustupiti trećoj osobi, ako ugovorom nije drukčije određeno.	*Re exclusivity of assignment:* **Article 64.** During the period of validity of the publishing contract, the author may not, unless otherwise stipulated in the contract, assign to a third party the right of publication or of	

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Pravo objavljivanja novinskih članaka autor može istodobno ustupiti većem broju korisnika, ako ugovorom nije drukčije određeno.	multiplication of the author's work in the same language. The right of publication of newspaper articles may, unless otherwise stipulated in the contract, be assigned by the author simultaneously to several users.	
Članak 75. Ako autor ne preda korisniku djelo (rukopis, partituru i sl.) u ugovorenom roku, ili korisnik djelo ne prikaže odnosno ne izvede u ugovorenom roku, autor odnosno korisnik može zahtijevati raskid ugovora o prikazivanju odnosno ugovora o izvedbi i naknadu štete zbog neizvršenja ugovora. Ako se ugovor raskine krivnjom korisnika djela, autor ima i pravo zadržati primljenu naknadu odnosno zahtijevati isplatu ugovorene naknade.	**Article 75.** If, within the time limits provided for in the contract, the author has not delivered the work (manuscript, score, or the like) to the user, or the user has not presented or performed the work respectively, the author or the user, as the case may be, may demand the rescission of the presentation contract or the performance contract respectively, and claim damages for nonfulfilment of the contract. Where the rescission of the contract is due to a fault on the part of the user, the author shall also have the right to keep the remuneration received or, as the case may be, to request payment of the remuneration stipulated in the contract.	**Termination** Concerns presentation and performance contracts. Trigger: **lack of performance or presentation** of work in the agreed time. Author has the right to claim damages. In case the reasons for termination lie with the user (performer/presenter), the author keeps the remuneration paid and has a right to request unpaid but promised remuneration.

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5. Cyprus

Original title: Ο περί του Δικαιώματος Πνευματικής Ιδιοκτησίας και Συγγενικών Δικαιωμάτων Νόμος του 1976 Translated

title: The Law on Intellectual Property and Related Rights Law of 1976

Version: 30 October 2019 (last amendment, 77(I)/2019)

Source: WIPO Lex available at: https://wipolex.wipo.int/en/legislation/details/19025 <last accessed 15 October 2020> Translation: Google

Translate

Εκχωρήσεις και άδειαι εν σχέσει προς δικαίωμα πνευματικής ιδιοκτησίας 12. […] (8α)(i) Εάν, πενήντα (50) έτη αφότου η ηχογράφηση έχει νόμιμα δημοσιευθεί, ή ελλείψει τέτοιας δημοσίευσης, πενήντα (50) έτη αφότου έχει κοινοποιηθεί νόμιμα στο κοινό, ο παραγωγός ηχογραφήσεων παύει να προσφέρει προς πώληση αντίγραφα της ηχογράφησης σε επαρκή ποσότητα ή να την καθιστά διαθέσιμη στο κοινό, με ενσύρματα ή ασύρματα μέσα, κατά τέτοιο τρόπο ώστε το κοινό να μπορεί να έχει πρόσβαση σε αυτήν σε τόπο και χρόνο που μπορεί να επιλέγει ο καθένας ξεχωριστά, ο ερμηνευτής ή ο εκτελεστής καλλιτέχνης μπορεί να καταγγείλει τη σύμβαση διά της οποίας ο ερμηνευτής ή ο εκτελεστής καλλιτέχνης μεταβίβασε ή εκχώρησε τα δικαιώματά του στην υλική	**Assignments and licences in respect of copyright** 12. […] (8a) (i) If, fifty (50) years after the recording has been legally published, or in the absence of such publication, fifty (50) years after it has been duly disclosed to the public, the recording producer ceases to sell copies of the recording in sufficient condition. quantity or make it available to the public, by wired or wireless means, in such a way that the public can access it in a place and time that everyone can choose individually, the performer or performer can denounce the a contract by which the performer or performer transferred or assigned his rights to the material incorporation of the interpretations or performances to a recording producer, hereinafter referred to as the "transfer or	Implementation of the Term Directive

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ενσωμάτωση των ερμηνειών ή εκτελέσεων σε έναν παραγωγό ηχογραφήσεων, εφεξής καλουμένης «σύμβαση μεταβίβασης ή εκχώρησης». Το δικαίωμα διακοπής της σύμβασης, μεταβίβασης ή εκχώρησης μπορεί να ασκηθεί αν ο παραγωγός, εντός ενός έτους από την κοινοποίηση εκ μέρους του ερμηνευτή ή του εκτελεστή καλλιτέχνη της πρόθεσής του να διακόψει τη σύμβαση μεταβίβασης ή εκχώρησης, σύμφωνα με την προηγούμενη πρόταση, δεν εκτελέσει αμφότερες τις πράξεις εκμετάλλευσης που αναφέρονται στην πρόταση εκείνη. Το δικαίωμα διακοπής δεν επιδέχεται παραιτήσεως εκ μέρους του ερμηνευτή ή του εκτελεστή καλλιτέχνη. Όταν μία ηχογράφηση περιέχει την υλική ενσωμάτωση των ερμηνειών ή εκτελέσεων πλήθους ερμηνευτών ή εκτελεστών καλλιτεχνών, αυτοί μπορούν να καταγγείλουν τις συμβάσεις μεταβίβασης ή εκχώρησης σύμφωνα με τον περί Συμβάσεων Νόμο: 59/1976 128(I)/2002 123(I)/2006 196(I)/2014	assignment contract". The right to terminate the contract, transfer or assignment may be exercised if the producer, within one year from the notification by the performer or performer of his intention to terminate the transfer or assignment contract, according to the previous proposal, does not perform both the acts of exploitation referred to in that proposal. The right to discontinue may not be waived by the performer or performer. When a recording contains the material incorporation of the interpretations or performances of a number of performers or performers, they may terminate the transfer or assignment agreements in accordance with the Law on Contracts.59/1976 128 (I) / 2002 123 (I) / 2006 196 (I) / 2014	

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Νοείται ότι, εάν μια σύμβαση μεταβίβασης ή εκχώρησης διακοπεί σύμφωνα με την παρούσα παράγραφο, τα δικαιώματα του παραγωγού ηχογραφήσεων λήγουν.	It is understood that if a transfer or assignment contract is terminated in accordance with this paragraph, the rights of the record producer expire.	

6. Czechia

Original title: Zákon č. 121/2000 Sb. ze dne 7. dubna 2000 o právu autorském, o právech souvisejících s právem autorským a o změně některých zákonů (autorský zákon)

Translated title: Act No. 121/2000 Sb. of 7 April 2000 on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act)

Version: 1 February 2019 (last amendment, 50/2019)

Source: WIPO Lex available at: https://wipolex.wipo.int/en/text/545136 <last accessed 15 October 2020> Translation: Google

Translate via WIPO Lex

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§ 58 **Zaměstnanecké dílo** (1) Není-li sjednáno jinak, zaměstnavatel vykonává svým jménem a na svůj účet autorova majetková práva k dílu, které autor vytvořil ke splnění svých povinností vyplývajících z pracovněprávního nebo služebního vztahu. Takové dílo je zaměstnaneckým dílem. Zaměstnavatel může právo výkonu podle věty první postoupit třetí osobě pouze se svolením autora, ledaže se tak děje v případě převodu obchodního závodu. Má se za to, že takové svolení je neodvolatelné a vztahuje se i ke všem případným dalším postoupením. Třetí osoba, které bylo právo výkonu postoupeno, se pak pro účely tohoto zákona považuje za zaměstnavatele.	**§ 58** **Employee work** (1) Unless otherwise agreed, the employer exercises in his own name and on his own account the author's property rights to the work which the author has created to fulfill his obligations arising from the employment or service relationship. Such a work is an employee work. The employer may assign the right of enforcement under the first sentence to a third party only with the permission of the author, unless this is the case with the transfer of a business establishment. Such permission is deemed to be irrevocable and to any further referral. A third party to whom the right of enforcement has been transferred is then considered to be the employer for the purposes of this Act.	**Work for hire/reversion** Concerns employee works (right to works created in the course of employment belong to the employer). Trigger: death or dissolution of the employer joint with **lack of legal successors**. Rights revert back to the author. Applicable to performers.

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(2) Smrtí nebo zánikem zaměstnavatele, který byl oprávněn vykonávat majetková práva k zaměstnaneckému dílu a který nemá právního nástupce, nabývá oprávnění k výkonu těchto práv autor. […] (10) Odstavce 1 až 6 a 8 se použijí obdobně pro díla vytvořená ke splnění povinností vyplývajících ze vztahu mezi právnickou osobou a autorem, který je členem jejího statutárního nebo jiného voleného nebo jmenovaného orgánu; tato právnická osoba se v takovém případě považuje za zaměstnavatele. Ustanovení § 61 se na takto vzniklá díla nepoužije. **§ 74** **Použití úpravy hlavy I** Ustanovení § 2 odst. 3, § 4, 6, 7 a 9, § 11 odst. 4 a 5, § 12 odst. 2 a 3, § 13 až 16, § 18 až 23, § 25, 25a a 26, § 27 odst. 8, § 27a, § 27b, § 28, § 29, § 30 odst. 1, 2, 5 a 6, § 30b, § 31, § 34 písm. a) až c), § 35, § 37, 37a, 38a, § 38c, § 38e, 38f, § 39 až 44 a 58, § 62 odst. 2 a § 64 odst. 2 a 4 platí obdobně i pro výkonného umělce a jeho výkony.	(2) By the death or dissolution of an employer who has been authorized to exercise property rights to an employee work and who has no legal successor, the author acquires the right to exercise these rights. […] (10) Paragraphs 1 to 6 and 8 shall apply mutatis mutandis to works created to fulfill obligations arising from the relationship between a legal person and an author who is a member of its statutory or other elected or appointed body; in that case, that legal person is considered to be the employer. The provisions of § 61 shall not apply to works created in this way. **§ 74** **Application of the Title I arrangement** Provisions of § 2 par. 3, § 4, 6, 7 and 9, § 11 par. 4 and 5, § 12 par. 2 and 3, § 13 to 16, § 18 to 23, § 25, 25a and 26, § 27 par. 8, § 27a, § 27b, § 28, § 29, § 30 par. 1, 2, 5 and 6, § 30b, § 31, § 34 letter a) to c), § 35, § 37, 37a, 38a, § 38c, § 38e, 38f, § 39 to 44 and 58, § 62 para. 2 and § 64 para. 2 and 4 apply similarly to a performer and his performances.	

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§ 72a **Odstoupení od smlouvy pro nečinnost výrobce** (1) Pokud po uplynutí 50 let ode dne, kdy byl zvukový záznam výkonu oprávněně vydán, nebo, nedošlo-li k takovému vydání, oprávněně sdělen veřejnosti, výrobce zvukového záznamu nenabízí rozmnoženiny tohoto záznamu v hmotné podobě k prodeji v dostatečném množství nebo tento záznam nezpřístupňuje veřejnosti způsobem uvedeným v § 18 odst. 2, může výkonný umělec písemně oznámit výrobci zvukového záznamu úmysl odstoupit od smlouvy, kterou mu poskytl výhradní a neomezenou licenci k užití svého zaznamenaného uměleckého výkonu. Toto oznámení lze učinit nejdříve prvního dne kalendářního roku bezprostředně následujícího po roce, v němž uplynula doba podle věty první. Právo odstoupit od smlouvy může výkonný umělec uplatnit teprve tehdy, jestliže výrobce zvukového záznamu ve lhůtě 1 roku ode dne, kdy mu výkonný umělec svůj úmysl odstoupit od smlouvy oznámil, nevyužil dotčený záznam oběma způsoby uvedenými ve větě první; odstoupení od smlouvy vyžaduje písemnou formu. Tohoto práva se výkonný umělec nemůže vzdát.	**§ 72a** **Withdrawal from the contract for inactivity of the manufacturer** (1) If, after 50 years from the date when the sound recording of the performance was lawfully published, or, in the absence of such release, lawfully communicated to the public, the producer of the sound recording does not offer copies of this recording in material form for sale in sufficient quantities or does not make it available to the public in the manner specified in § 18 para. 2, the performer may notify the phonogram producer in writing of his intention to withdraw from the contract granted to him the exclusive and unlimited license to use his recorded artistic performance. This notification may be made not earlier than the first day of the calendar year immediately following the year in which the period referred to in the first sentence has elapsed. The right to withdraw from the contract may be exercised by the performer only if the producer of the phonogram, within a period of 1 year from the date on which the performer notified him of his intention to withdraw from the contract, did not use the alert in question in either of the ways referred to in the first sentence; withdrawal from the contract requires a written form. This	Implementation of the Term Directive.

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	the performer cannot relinquish his rights.	
(2) Pokud zvukový záznam obsahuje záznam výkonů více výkonných umělců, mohou tito výkonní umělci odstoupit od smlouvy podle odstavce 1. Pro odstoupení více výkonných umělců od smlouvy podle odstavce 1 se použije přiměřeně § 68.	(2) If a sound recording contains a recording of the performances of several performers, these performers may withdraw from the contract pursuant to paragraph 1. For the withdrawal of several performers from the contract pursuant to paragraph 1, § 68 shall apply mutatis mutandis.	
§ 68 **Společný zástupce výkonných umělců** (1) Při nakládání s právy k výkonům vytvořeným společně při provedení téhož díla více výkonnými umělci, jako jsou členové orchestru, sboru, tanečního souboru nebo jiného uměleckého tělesa, zastupuje tyto výkonné umělce jejich jménem a na jejich účet umělecký vedoucí tělesa jako společný zástupce. Umělecký vedoucí tělesa není společným zástupcem, určí-li většina členů uměleckého tělesa jako společného zástupce jinou osobu; k platnosti plné moci se vyžaduje písemná forma a podpis většiny členů uměleckého tělesa.	**§ 68** **Joint representative of performers** (1) In dealing with the rights to performances created jointly in the performance of the same work by more performers, such as members of an orchestra, choir, dance ensemble or other artistic body, represents these performers on their behalf and on their behalf the artistic director of the body as a joint representative. The artistic director of a body is not a joint representative if the majority of the members of the artistic body designate another person as the joint representative; the written form and signature of the majority of the members of the artistic body are required for the validity of the power of attorney.	
(2) Ustanovení odstavce 1 o společném zástupci neplatí pro výkonného umělce -	(2) The provisions of paragraph 1 on the joint representative do not apply to a performing	

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sólistu, dirigenta a režiséra divadelního představení; tím není dotčeno právo těchto osob být společným zástupcem výkonných umělců.	artist - soloist, conductor and director of a theatre performance; this is without prejudice to the right of these persons to be the joint representative of the performers.	

Original title: Zákon ze dne 3. února 2012 občanský zákoník (Sbírka zákonů č. 89/2012)

Translated title: Act of 3 February 2012 Civil Code (Collection of Laws No. 89/2012) Version:1

July 2017 (last

amendment)

Source: Zákony pro lidi available at: https://www.zakonyprolidi.cz/cs/2012-89 <last accessed 15 October 2020>

Translation: provided by the Czech Ministry of Justice available at: http://obcanskyzakonik.justice.cz./images/pdf/Civil-Code.pdf <last accessed 15 October 2020>

§ 2376 […] (3) Nevyplývá-li z účelu smlouvy jinak, má se za to, že […] b) časový rozsah licence je omezen na dobu obvyklou u daného druhu díla a způsobu užití, nikoli však na dobu delší než jeden rok od poskytnutí licence, a má-li být dílo odevzdáno až po poskytnutí licence, tak od takového	**§ 2376** […] (3) Unless the purpose of the agreement indicates otherwise, it is presumed that: […] b) the temporal scope of a licence is limited to the period usual for the given type of work and manner of use, but for no more than one year from the granting of the licence or, where the work is to be delivered only after the licence	**Default term of an agreement** Concerns licensing agreements. Applies when it is not contrary to the purpose of the agreement. Term: period usual for a given type of work, but no longer than **1 year** from conclusion of the agreement or delivery of work, whichever happened later.

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odevzdání, a	has been granted, from such a delivery, and	

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Odstoupení od smlouvy pro nečinnost nabyvatele **§ 2378** (1) Nevyužívá-li nabyvatel výhradní licenci vůbec nebo využívá-li ji nedostatečně a jsou-li tím značně nepříznivě dotčeny oprávněné zajmy autora, může autor od smlouvy odstoupit. To neplatí v případě, že nevyužívání nebo nedostatečné využívání licence je způsobeno okolnostmi převážně spočívajícími na straně autora. (2) Autor může z důvodů uvedených v odstavci 1 od smlouvy odstoupit teprve poté, kdy nabyvatele vyzve, aby v přiměřené lhůtě od doručení výzvy licencji dostatečně využil, a nabyvatel oprávnění dostatečně nevyužije ani přes tuto výzvu. Na možnost odstoupení jako následek marného uplynutí přiměřené lhůty musi autor nabyvatele ve výzvě upozornit. Výzvy není třeba, jestliže využití oprávnění nabyvatelem není možné anebo jestliže nabyvatel prohlásí, že licenci nevyužije.	**Withdrawal from licence agreement due to inactivity of the licensee** **§ 2378** (1) Where a licensee does not use an exclusive licence at all or where he uses it insufficiently, thereby significantly adversely affecting the **legitimate interests** of the author, the author may withdraw from the agreement. This does not apply in case the failure to use or insufficient use of the licence is caused by circumstances dominantly attributable to the author. (2) An author may withdraw from a licence agreement on the grounds set out in Subsection (1) only after he has sent the licensee a request to sufficiently use the licence within a reasonable time limit after delivering the request and the licensee fails to do so despite the request. In the request, the author must notify the licensee that the author may withdraw from the agreement upon expiry of the reasonable time limit within which the licensee fails to sufficiently use the licence. No request is required if the use of the licence by the licensee is impossible or if the licensee states that he will not use the licence.	**Right of termination** Exclusive licences only. Trigger: Non-use or insufficient use which **significantly adversely affects legitimate interests of the author**. Author needs to send a request for sufficient use of the licence, setting **a reasonable time**. Authors needs to notify the intention to terminate the agreement in case the licence is not sufficiently used within the prescribed reasonable time. Exceptions: Cannot use the termination right, if non-use/insufficient use is caused by circumstances **dominantly attributable to the author**. No need to send **a request for sufficient use**, if sending the request is impossible or licensee declares that she will not use the licence. Time restrictions: a request for sufficient use can be sent: 1) not before the expiry of **2 years**, 2) not before the expiry of **3 months** for contributions to daily periodicals, 3) not before expiry of **1 year** for contributions to periodicals other than daily,

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§ 2379 (1) Autor nemůže právo na odstoupení od smlouvy pro nečinnost nabyvatele uplatnit před uplynutím dvou let od poskytnutí licence, popřípadě od odevzdání autorského díla, bylo-li nabyvateli odevzdáno až po poskytnutí licence; u příspěvků do periodického periodického tisku s denní periodicitou činí tato lhůta tři měsíce a u ostatního periodického tisku jeden rok. (2) Vyžaduje-li se výzva nabyvateli, aby v přiměřené době licenci dostatečně využil, nelze před uplynutím lhůt uvedených v odstavci 1 učinit ani takovou výzvu. **§ 2380** Jsou-li pro to důvody zvláštního zřetele hodné, nahradí autor nabyvateli škodu, která mu vznikla odstoupením od smlouvy. Přitom se vezmou v úvahu zejména důvody, pro něž nabyvatel licencji dostatečně nevyužil.	**§ 2379** (1) The right of withdrawal from the agreement due the licensee's failure to act may not be asserted by the author before the expiry of two years from the granting of the licence or, where applicable, from the delivery of the copyrighted work if it was delivered to the licensee only after the licence was granted; the time limit is three months for contributions to daily periodicals and one year for contributions to other periodicals. (2) A request to the licensee to sufficiently use the licence within a reasonable period, where required, may not be made before the expiry of the time limits under Subsection (1). **§ 2380** The author shall compensate the licensee for any damage which the licensee incurred as a consequence of the withdrawal from the agreement, if justified by reasons deserving special consideration. In this context, the reasons for which the licensee failed to sufficiently use the licence is taken into account.	following either a) grant of the licence or b) delivery of the work, whichever happened later. Remuneration – settlements between the author and the licensee: Author to compensate the licensee for any damage following the termination when the reasons for damage deserve special attention, and taking account of termination reasons (as a **default, the author does not compensate the licensee**). Author to return the remuneration paid by the licensee: a) in full, when the work has not been used at all; b) in part, when the work was insufficiently used; part retained by the author corresponds to actual use; c) not at all, when the licensee was obliged to use the licence and breached this duty.

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§ 2381 (1) Nedošlo-li k využití licence vůbec, vrátí autor nabyvateli odměnu, kterou od něho přijal na základě smlouvy, od které odstoupil; došlo-li k využití licence pouze nedostatečně, vrátí autor odměnu sníženou o část, která s ohledem na poměr mezi uskutečněným a mezi ujednaným nebo zakonem stanoveným rozsahem využití licence připadá na uskutečněné využití. (2) Byl-li nabyvatel povinen licenci využít a porušilli tuto povinnost, zůstává právo autora na odměnu odstoupením od smlouvy pro nečinnost nabyvatele nedotčeno. Byla-li odměna ujednána v závislosti na výnosech z užití autorského díla, má se za to, že autorovi vzniklo právo na odměnu v té výši, v jaké by mu vzniklo, kdyby nabyvatel v době před odstoupením od smlouvy licenci dostatečně využil.	**§ 2381** (1) If a licence has not been used at all, the author shall return to the licensee the remuneration which he received from the licensee under the agreement from which the author withdrew; if a licence has only been used insufficiently, the author shall return the remuneration reduced by the part corresponding to the actual use, based on the proportion between the actual scope of use of the licence and the stipulated or statutory scope of use of the licence. (2) If a licensee is obliged to use the licence and breaches this duty, the author's right to remuneration remains unaffected by the withdrawal from the agreement for the licensee's failure to act. Where remuneration based on yields from the copyrighted work has been stipulated, the author is presumed to have become entitled to remuneration in an amount equivalent to that to which the author would have become entitled had the licensee sufficiently used the licence before the withdrawal from the agreement.	

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§ 2382 **Odstoupení od smlouvy pro změnu přesvědčení autora** (1) Autor může odstoupit od smlouvy tehdy, neodpovídá- li již autorské dílo, které dosud nebylo zveřejněno, jeho přesvědčení a zveřejněním autorského díla by byly značně nepříznivě dotčeny jeho oprávněné osobní zájmy. (2) Autor nahradí nabyvateli škodu, která mu odstoupením od smlouvy podle odstavce 1 vznikla. Účinky odstoupení nastanou nahrazením škody nebo poskytnutím dostatečné jistoty. (3) Projeví-li autor po odstoupení od smlouvy podle odstavce 1 opětovný zájem o užití autorského díla, nabídne licenci přednostně nabyvateli za podmínek srovnatelných s podmínkami původně ujednanými. (4) Ustanovení § 2381 odst. 2 se použije obdobně.	**§ 2382** **Withdrawal from the agreement due to a change of the author's conviction** (1) An author may withdraw from the agreement if an unpublished copyrighted work no longer corresponds to his opinions and publication of the copyrighted work would significantly adversely affect his **legitimate personal interests**. (2) An author shall compensate the licensee for the damage incurred by the licensee as a result of the withdrawal from the agreement under Subsection (1). The withdrawal becomes effective upon the compensation for damage or provision of sufficient security. (3) If, after the withdrawal from the agreement under Subsection (1), the author again expresses his interest in the use of the copyrighted work, he shall preferentially offer the licence to the licensee under the conditions comparable to those stipulated originally. (4) Section 2381(2) applies by analogy.	**Right of termination** Concerns only **unpublished works**. Trigger – moral rights' concerns: 1) the work no longer corresponds to author's opinions; and 2) the work's publication would significantly adversely affect author's legitimate personal interests. Effective only upon **compensation or provision of security** for the damages incurred by the licensee. Need to offer preferential licence to the original licensee on conditions comparable to the original agreement in case the author decides to exploit the work following the termination of original agreement.

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§ 2387 Pro umělecké výkony se § 2371 až 2383 použijí obdobně; výkonný umělec však nemá právo stanovené v § 2377.	**§ 2387** Artistic performances are governed by Sections 2371 to 2383 by analogy; however, a performing artist does not have the right under Section 2377.	**Right of termination** included in sections 2378 and 2382 applicable to **performers in respect of their artistic performances**.
§ 2388 Pro zvukové záznamy, zvukově obrazové záznamy a rozhlasové nebo televizní vysílání se § 2371 až 2376 a § 2383 použijí obdobně; výrobce zvukového záznamu nebo zvukově obrazového záznamu ani rozhlasový nebo televizní vysílatel však nemají právo stanovené v § 2374.	**§ 2388** Audio recordings, audio-visual recordings and radio and television broadcasting are governed by Sections 2371 to 2376 and Section 2383 by analogy; however, a producer of an audio or audio-visual recording or a radio or television broadcaster does not have the right provided under Section 2374.	
§ 2389 Pro databáze, které jsou předmětem zvláštního práva pořizovatele databáze, se použijí § 2371 až 2376 a § 2383 přiměřeně; pořizovatel databáze však nemá právo stanovené v § 2374.	**§ 2389** Databases which are subject to a special right of an author of a database are governed by Sections 2371 to 2376 and Section 2383 with the necessary modifications; an author of a database does not have the right under Section 2374.	

Historical sources:

Original title: Zákon z 25. marca 1965 o literárnych, vedeckých a umeleckých dielach (autorský zákon) Translated title:

Act of 25 March 1965 on Literary, Scientific and Artistic Works (Copyright Act)

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Source: Slov-Lex (Legislative and Information Portal of the Ministry of Justice of the Slovak Republic) available at: https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/1965/35/vyhlasene_znenie.html <last accessed 15 October 2020>

Translation: Google Translate via WIPO Lex

§ 21 Ak zanikne organizácia, na ktorú bolo prevedené právo použiť dielo, bez právneho nástupcu, autor opäť nadobudne právo rozhodovať o ďalšom použití diela.	**Section 21** If a juristic person or a natural person to which the right to use a work was transferred comes to exist or dies as the case may be without a legal successor, the author shall regain the right to decide on the future use of his or her work.	**Termination** Concerns transfer agreements. Trigger: death or dissolution of the transferee absent legal successor.
§ 23 (1) Autor je povinný odovzdať organizácii dielo včas a upravené tak, aby sa mohlo bez ťažkostí rozširovať dohodnutým spôsobom. (2) Organizácia môže od zmluvy odstúpiť, ak jej autor bez závažného dôvodu dielo riadne neodovzdal ani v dodatočnej lehote, ktorú mu organizácia poskytla; dodatočnú lehotu netreba poskytnúť, ak zo zmluvy alebo z povahy veci vyplýva, že organizácia nemôže mať na oneskorenom splnení záujem. V takom prípade	**Section 23** (1) The author has the duty to submit his work to the organization in time and in such form that it may be distributed without difficulty in the agreed manner. (2) The organization may cancel the contract, if the author has failed without a serious reason to submit to it his work properly even within a supplementary term granted to him or her by the organization, a supplementary term need not be granted, if the contract or the nature of the matter indicate that the organization can	**Right of termination** Concerns contracts for distribution of works. Trigger: failure to distribute the work within the agreed time. Termination has no effect on the author's right to receive remuneration.

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môže organizácia požadovať vrátenie toho, čo už autorovi plnila. (3) Autor môže od zmluvy odstúpiť a žiadať vrátenie diela, ak sa rozširovanie diela neuskutoční v lehote dojednanej v zmluve; tým nie je dotknutý jeho nárok na autorskú odmenu.	have no interest in the delayed fulfilment of the contract. In such case the organization may demand the return of whatever performance it has already made to the author. (3) The author may cancel and demand the return of his or her work, if the work has not been distributed within the term agreed on in the contract, this shall not affect his or her right to the author's remuneration.	
Nakladateľská zmluva **§ 24** (1) Nakladateľskou zmluvou autor nakladateľstvu udeľuje privolenie vydať slovesné dielo, hudobno-dramatické alebo hudobné dielo, dielo výtvarných umení alebo fotografické dielo a nakladateľstvo sa zaväzuje na svoj účet dielo vydať, urobiť opatrenia na jeho rozširovanie a vyplatiť autorovi odmenu. (2) Dokiaľ trvá pomer založený nakladateľskou zmluvou, nemôže autor udeliť inej organizácii privolenie na vydanie diela bez súhlasu nakladateľstva, okrem ak ide o súborné vydanie jeho diel alebo o vydanie diela v periodickej publikácii.	**Publishers contract** **Section 24** (1) In a publisher's contract the author grants his or her permission to publish a literary work, a work of musical drama or music, a work of art, or a photographic work, and the publisher undertakes to publish the work at his own cost, to take measures for its publication, and to pay the author remuneration. (2) As long as the relation established by the publishers contract lasts, the author may not grant to another organization permission to publish his or her work without the publisher's consent unless a publication of his or her collected works or a publication of the work in a periodic publication are involved.	**Right of termination** Concerns publishing agreements for a single edition. Trigger: exhaustion of the initial edition and the lack of an agreement of the new edition within 6 months. Author can contract with another publisher, even when the term of publishing contract did not lapse.

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(3) Ak bude dielo rozobraté skôr, než uplynie doba, na ktorú bola zmluva dojednaná, môže autor, aj keď sa nedojednalo vydanie ďalšie, žiadať od nakladateľstva, aby vydalo dielo znova. Ak sa potom zmluva o novom vydaní diela nedojedná do 6 mesiacov, autor má voľnosť dojednať zmluvu s nakladateľstvom iným. **§ 28 Zmluvy o inom použití diela** Na zmluvy o inom použití diela sa primerane vzťahujú ustanovenia § 22 ods. 3 a § 23.	(3) If the work is sold out before the period for which the contract was concluded has expired the author may demand that the publisher publish another edition even if no second edition had been agreed upon. If a contract on a new edition of the work is not agreed on within six months, the author shall be free to negotiate the contract with another publisher. **Section 28 Contacts on other uses of a work** Contacts on other uses of a work shall be governed mutatis mutandis by the provision of Section 22, par. 3, and Section 23.	

7. Denmark

Original title: Lov om ophavsret (1995)

Translated title: Law on copyright (1995)

Version:9 June 2018 (last amendment)

Source: Retsinformation.dk available at: https://www.retsinformation.dk/eli/lta/2014/1144 (2014 consolidated version), https://www.retsinformation.dk/eli/lta/2018/719 (Lov nr 719/2018), https://www.retsinformation.dk/eli/lta/2016/321 (Lov nr 321/2016) <last accessed 15
October 2020>

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Translation: provided by the Ministry of Culture (2014 consolidated version) available at: https://english.kum.dk/fileadmin/KUM/Documents/English%20website/Copyright/Act_on_Copyright_2014_Lovbekendtgoerelse_nr._1144 ophavsretsloven 2014 engelsk.pdf <last accessed 15 October 2020>

§ 54. Erhververen har pligt til at udnytte de overdragne rettigheder. Ophavsmanden kan bringe aftalen til ophør med 6 måneders varsel I det omfang, udnyttelsen ikke er iværksat inden 3 år efter det tidspunkt, hvor aftalen er opfyldt fra ophavsmandens side. Dette gælder dog ikke, hvis udnyttelsen iværksættes inden varslets udløb. *Stk. 2.* Bestemmelsen I stk. 1 kan ikke fraviges, medmindre der alene er tale om en ændring af de angivne tidsfrister.	**§ 54.**-(1) The assignee shall be under an obligation to exploit the assigned rights. The author may cancel the agreement with 6 months notice, if the assignee has not exploited the rights within 3 years after the time where the agreement has been fulfilled on the part of the author. This does not apply when the exploitation is initiated before the expiration of the notice. (2) The provisions of subsection (1) cannot be derogated from, unless it is a mere change of the outlined time limits.	**Right of termination** Concerns assignment of rights. Unwaivable Trigger: lack of exploitation of work within **3 years** following the fulfilment of an agreement by the author (delivery of work). Author needs to give **6 months' notice**. Termination possible if the assignee does not begin exploitation of the work within 6 months following the notice.

§ 91. Bestemmelserne I §§ 54, 55, 56 og 58 finder ikke anvendelse på aftaler, der er indgået før den 1. Juli 1995.	**§ 91.**(1) The provisions of sections 54, 55, 56, and 58 shall not apply to agreements made before July 1, 1995.	

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Ophør af aftale om overdragelse 63erea udøvende kunstners rettigheder **§ 66 a.** En udøvende kunstner kan bringe den aftale til ophør, I henhold til hvilken den udøvende kunstner har overført eller overdraget sine rettigheder til lydoptagelsen af sin fremførelse 63ereaf fremstiller af lydoptagelser, når 50 år er forløbet, efter at lydoptagelsen blev udgivet, eller, såfremt en sådan udgivelse ikke har fundet sted, når 50 år er forløbet, efter at lydoptagelsen blev offentliggjort, hvis fremstilleren ikke 1) udbyder eksemplarer af lydoptagelsen til salg I tilstrækkelig grad og 2) stiller lydoptagelsen til rådighed på en sådan 63ere, at almenheden får adgang til den på et individuelt valgt sted og tidspunkt, jf. § 2, stk. 4, nr. 1. *Stk. 2.* Hvis den udøvende kunstner vil bringe aftalen til ophør, jf. Stk. 1, skal det ske med 1 års varsel. Aftalen kan 63ereafter bringes til ophør, hvis fremstilleren af lydoptagelsen ikke udfører	**Termination of agreement on assignment of the rights of a performing artist** **§ 66 a.-**(1) A performing artist may terminate the agreement pursuant to which the performing artist has transferred or assigned his rights to the sound recording of his performance to a producer of sound recordings when 50 years have passed after the publication of the sound recording or, in the absence of publication, when 50 years have passed after the sound recording was communicated to the public, if the producer does not 1) offer copies of the sound recording for sale to a sufficient extent and 2) make the sound recording available in such a way that the public acquires access to it at an individually chosen place and time, cf. section 2(4) (i). (2) If the performing artist wishes to terminate the agreement, cf. subsection (1), he shall do so by giving one (1) year's notice. The agreement may then be terminated if the producer of the	Implementation of the Term Directive.

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begge de udnyttelseshandlinger, som fremgår af stk. 1, nr. 1 og 2, inden varselsperiodens udløb. Den udøvende kunstner kan ikke give afkald på sin ret til at bringe aftalen til ophør. *Stk. 3.* Hvis en aftale bringes til ophør I henhold til stk. 1, ophører fremstillerens egne rettigheder, jf. §66, til den lydoptagelse, som aftalen vedrører.	sound recording does not perform both of the acts of exploitation appearing from subsection (1) (i) and (ii), prior to the expiry of the notice period. The performing artist cannot waive his right to terminate the agreement. (3) If an agreement is terminated in accordance with subsection (1), the producer's own rights, cf. section 66, to the sound recording covered by the agreement shall also expire.	

Historical sources:

Original title: Lov om ophavsretten til litterære og kunstneriske værker (1960) Translated title:

Law on copyright to literary and artistic works (1960)

Source: Retsinformation.dk available at: https://www.retsinformation.dk/eli/lta/1994/1170 <last accessed 15 October 2020> Translation:

Google Translate

§ 32. Har ophavsmanden overdraget retten til at fremføre et værk for almenheden, skal overdragelsen gælde for en tid af 3 år og ikke medføre eneret. Såfremt eneret er aftalt, kan ophavsmanden desuagtet selv fremføre værket eller overlade retten dertil til andre, hvis retten ikke er blevet benyttet i 3 på hinanden følgende år.	**Section 32.** If the author has transferred the right to carry out a work for the public, the transfer shall be valid for a period of 3 years and not entail exclusive rights. If the exclusive right is agreed upon, the author may, however, carry out the work himself or leave it to others if the right has not been used for 3 consecutive years.	**Max term of an agreement** Concerns agreements on public performance involving **non-exclusive** transfer of rights. Agreement valid for **3 years**. **Right of termination [exclusive to non-exclusive]** Concerns agreements on public performance involving exclusive transfer of rights for a period longer than 3 years.

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Stk. 2. Disse bestemmelser finder ikke anvendelse på filmværker.	2. These provisions shall not apply to cinematographic works .	Trigger: lack of use of work for a period of **3 years**. Exception: cinematographic works.
§ 36. Er værket ikke udgivet inden 2 år eller for musikværkers vedkommende inden 4 år efter, at ophavsmanden har leveret fuldstændigt manuskript eller andet eksemplar, som skal mangfoldiggøres, kan han hæve aftalen, uanset om han efter dansk rets almindelige regler måtte være berettiget hertil. Er et oplag udsolgt, og har forlæggeren ret til at udgive et nyt oplag, gælder det samme, hvis forlæggeren ikke har udgivet det nye oplag senest 1 år efter at ophavsmanden har fremsat krav herom. *Stk. 2.* Er ophavsmanden berettiget til at hæve aftalen på grund af manglende eller mangelfuld udgivelse, kan han beholde allerede oppebåret honorar, uanset om han har krav på erstatning.	**§ 36.** If the work has not been published within 2 years or for the works of music within 4 years after the author has provided a complete manuscript or other copy to be reproduced, he may cancel the contract, even if he is entitled to do so under the general rules of Danish law. . If a publication is sold out and the publisher has the right to publish a new edition, the same applies if the publisher has not published the new edition within one year after the claimant has made a claim. 2. If the author is entitled to terminate the agreement due to a lack of or defective publication, he may retain fees already received, regardless of whether he is entitled to compensation.	**Right of termination** Concerns publishing agreements. Trigger: lack of the first publication within **2 years** or **4 years** in case of musical works, following the delivery of a complete manuscript (but on the condition that the author has a right to terminate under general law). Trigger: lack of publication of a new edition within **1 year** following author's request, made after the previous edition was sold out. Author keeps remuneration received. Exception: contributions to literary or other artistic works, work of compilation, newspapers and periodicals.

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§ 40. Bestemmelserne om forlagsaftaler gælder ikke bidrag til aviser og tidsskrifter. *Stk. 2.* Bestemmelserne i §§ 35-36 gælder ikke bidrag til samleværker.	**§ 40.** The provisions on publishing agreements do not apply to contributions to newspapers and magazines. PCS. 2. The provisions of Sections 35-36 do not apply to contributions to assembly works.	

§ 41. Når aftale er indgået om et litterært værks eller et musikværks benyttelse til fremstilling af et til offentlig forevisning beregnet filmværk, er den, der har erhvervet retten til at bruge værket på denne måde, pligtig inden en rimelig tid at indspille filmværket og sørge for, at det gøres tilgængeligt for almenheden. *Stk. 2.* Er filmværket ikke indspillet 5 år efter, at ophavsmanden har udført, hvad der ifølge aftalen påhviler ham, kan han hæve aftalen, uanset om han efter dansk rets almindelige regler måtte være berettiget hertil.	**§ 41.** When an agreement has been reached on the use of a literary work or a musical work for the production of a film work intended for public viewing, the person who has acquired the right to use the work in this way is obliged within a reasonable time to record the film work and make sure to make it available to the public. 2. If the film work is not recorded 5 years after the author has performed what is the responsibility of the agreement, he may cancel the agreement, regardless of whether he is entitled to do so under the general rules of Danish law.	**Right of termination** Concerns film agreements. Trigger: film not produced within **5 years** following author's fulfilment of her obligations (delivery of a work).

8. Estonia

Original title: Autoriõiguse seadus (1992)

Translated title: Copyright Act (1992)

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Version: 1 May 2019 (last amendment)

Source: Riigikogu available at: https://www.riigiteataja.ee/akt/114062013005?leiaKehtiv <last accessed 15 October 2020>

Translation : provided by Riigikogu available at: https://www.riigiteataja.ee/en/eli/ee/504042019001/consolide <last accessed 15 October 2020>

§ 68. Luba esituse kasutamiseks […] (5) Kui 50 aastat pärast fonogrammi õiguspärast avaldamist, või kui sellist avaldamist ei toimu, 50 aastat pärast fonogrammi õiguspärast üldsusele suunamist ei paku fonogrammitootja piisaval hulgal fonogrammi koopiaid müügiks ega tee fonogrammi üldsusele kättesaadavaks kaabli kaudu või kaablita suunamise teel sellisel viisil, et üldsus võib fonogrammi kasutada enda valitud kohas ja ajal, võib teose esitaja loovutamise või üleandmise lepingu üles öelda. Teose esitajal on õigus loovutamise või üleandmise leping üles öelda, kui fonogrammitootja ei täida vähemalt ühte eelmises lauses nimetatud tingimust ühe aasta jooksul pärast teose esitaja teadet oma kavatsuse kohta loovutamise või üleandmise	**§ 68. Authorisation to use performance** […] (5) If fifty years after the lawful publication of a phonogram, or if no such publication occurred, fifty years after the lawful communication of the phonogram to the public, the producer of phonograms does not offer a sufficient amount of the copies of the phonogram for sale or does not make the phonogram available to the public by cable network or by communicating it without cable in such a way that the public may access the work from a place and at a time chosen by them, the performer may cancel the agreement for assignment or transfer. The performer has the right to cancel the agreement for assignment or transfer if the producer of phonograms fails to meet even one of the requirements set out in the previous sentence within one year after the notice of the performer regarding his or her intention to	Implementation of the Term Directive.
leping kooskõlas käesoleva lõike esimese lausega üles öelda.	cancel the agreement for assignment or transfer in accordance with the first sentence of this subsection.	

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(6) Kui fonogramm sisaldab mitme teose esitaja esituse salvestist, võib teose esitaja eraldi sõlmitud loovutamise või üleandmise lepingu üles öelda teistest teose esitajatest eraldi. Ühiselt sõlmitud loovutamise või üleandmise lepingu võib üles öelda käesoleva paragrahvi 2. lõikes nimetatud isik või vastavalt käesoleva seaduse § 30 sätetele.	(6) If a phonogram contains recordings of the performance of several performers, the performer may cancel a separately concluded agreement for assignment or transfer separately from other performers. A jointly concluded agreement for assignment or transfer can be cancelled by the person referred to in subsection (2) of this section or in accordance with the provisions of § 30 of this Act.	
(7) Kui loovutamise või üleandmise leping on vastavalt käesoleva paragrahvi 5. või 6. lõikele üles öeldud, siis fonogrammitootja õigused nimetatud fonogrammile lõppevad.	(7) If the agreement for assignment or transfer has been cancelled pursuant to subsection (5) or subsection (6) of this section, the rights of the producer of phonograms to the given phonogram shall extinguish.	
(8) Kokkulepe loovutamise või üleandmise lepingu ülesütlemise õigusest loobumise kohta on tühine.	(8) An agreement for waiver of the right to cancel the agreement for assignment or transfer is void.	

Historical sources:

Repealed provisions of Copyright Act 1992 Translation:

Google Translate

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§ 59. Teose kasutaja vastutus autorilepingu rikkumise eest (1) Kui teose kasutaja ei kasuta tema poolt heakskiidetud teost või ei alusta selle kasutamist autorilepinguga kindlaksmääratud tähtajal, on ta kohustatud autorile või tema õigusjärglasele välja maksma lepingus kokkulepitud tasu täies ulatuses. (2) Käesoleva paragrahvi 1. lõikes ettenähtud juhtudel on autoril või tema õigusjärglasel õigus loobuda lepingust ja nõuda lepingu järgi üleantud teose või selle koopiate tagastamist. (3) Teose kasutaja ei pea maksma autorile või tema õigusjärglasele seda osa tasust, mis kuulunuks väljamaksmisele pärast teose kasutamise algust, kui ta tõendab, et ta ei saanud teost kasutada autorist või tema õigusjärglasest olenevate asjaolude tõttu. **§ 60. Kahju hüvitamine** (1) Autorilepingu mõlemal poolel on õigus nõuda teiselt lepingupoolelt viimase süü tõttu lepingu täitmata jätmisel või mittenõuetekohasel täitmisel tekitatud kahju hüvitamist.	**§ 59. Liability of user of work for violation of author's contract** (1) If a user of a work does not use a work approved by him or her or does not commence use thereof within the term specified in the author's contract, he or she is required to pay the author or his or her legal successor the fee agreed in the contract in full. (2) In the cases prescribed in subsection (1) of this section, the author or his or her legal successor has the right to withdraw from the contract and demand the return of the work or copies thereof transferred pursuant to the contract. (3) The user of a work need not pay the author or his or her legal successor the part of the remuneration which would have been paid after the commencement of use of the work if he or she proves that he or she could not use the work due to circumstances depending on the author or his or her legal successor. **§ 60. Compensation for damage** (1) Both parties to an author's contract have the right to demand compensation from the other party for damage caused by non-performance	**Right of termination** Trigger: **lack of initial use** of work in the agreed time. Author or her legal successor. Author keeps the right of remuneration (payment of a fee agreed in contract in full) and the right to demand the return of work. Right to remuneration limited to remuneration due before use of work commenced if the user could not use the work due to reasons lying with the author or her legal successor. Both parties enjoy the right to compensation of the damages caused by the other party. Need to prove fault of the other party. Provisions repealed: RT I 2002, 53, 336 – entry into force 01.07.2002

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(2) Teise poole süü ja kahju suuruse tõendamise kohustus lasub kahju hüvitamise nõude esitanud poolel.	or improper performance of the contract due to the latter's fault. (2) The obligation to prove the fault of the other party and the amount of damage rests with the party who submitted the claim for compensation for damage.	

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9. Finland

Original title: 8.7.1961/404 Upphovsrättslag

Translated title: 8.7.1961 Copyright, Consolidated text 372/2020 (published 18 May 2020)

Version: 18 May 2020 (consolidated text)

Source: Finlex (Finland Ministry of Justice) available at: https://finlex.fi/sv/laki/ajantasa/1961/19610404 <last accessed 15 October 2020>

Translation: provided by Ministry of Education and Culture (unofficial text, up to 2015) available at: https://finlex.fi/en/laki/kaannokset/1995/en19950574_20081004.pdf <last accessed 15 October 2020>

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

30 § **Avtal om offentligt framförande** Överlåtes rätt att framföra ett verk offentligt, skall överlåtelsen gälla för en tid av tre år och icke medföra ensamrätt. Har längre giltighetstid än tre år bestämts och är ensamrätt avtalad, må upphovsmannen likväl själv framföra verket eller överlåta rätt därtill åt annan, såframt rätten under en tid av tre år ej tagits i bruk. Vad i 1 mom. är sagt gäller icke filmverk.	**§ 30** **Contract on public performance** (1) Where the right to perform a work publicly has been transferred, the transfer shall be valid for a period of three years and shall not provide exclusive right. If a duration longer than three years and an exclusive right have been agreed upon, the author may nevertheless perform the work himself or transfer the performance right to others if the right has not been exercised during the period of three years. (2) The provisions of subsection 1 shall not apply to cinematographic works.	**Max term of an agreement** Concerns agreements on public performance involving non-exclusive transfer of rights. Agreement valid for **3 years**. **Right of termination [exclusive to non- exclusive]** Concerns agreements on public performance involving exclusive transfer of rights for a period exceeding **3 years**. Trigger: lack of use of work for a period of **3 years**. An exclusive transfer changes into a non-exclusive. Exception: cinematographic works. The same provision included in Swedish Copyright Law (sec. 30).

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33 § **Skyldigheter i samband med utgivning** Förläggaren är pliktig att utgiva verket inom skälig tid, på sedvanligt sätt sörjd för dess spridning samt fullfölja utgivningen i den omfattning, som betingas av möjligheterna till avsättning och övriga omständigheter. Försummas det, vare upphovsmannen berättigad att häva avtalet och behålla uppburet honorar; njute ock ersättning för skada, som ej täckes av honoraret. **38 §** **Bidrag** Bestämmelserna om förlagsavtal äga icke tillämpning på bidrag till tidning eller tidskrift. För bidrag till annat samlingsverk gäller icke vad i 33 och 34 §§ är stadgat.	**§ 33** **Obligations related to publishing** The publisher shall publish the work within a reasonable time, take care of its distribution in the usual manner, and follow up the publishing to the extent determined by marketing conditions and other circumstances. In case of default, the author may rescind the contract and keep the remuneration received; the author shall also be entitled to compensation for any damage not covered by the remuneration. **§ 38** **Contributions** The provisions concerning publishing contracts shall not apply to contributions to newspapers and periodicals. Sections 33 and 34 shall not apply to contributions to other literary or artistic work of compilation.	**Right of termination** Concerns publishing agreements. Trigger: publisher neglects her obligation to: 1) publish the work within **a reasonable time**, 2) take care of the distribution of work in a usual manner, 3) **continue exploitation of work in a way determined by the market and other conditions**. Author keeps remuneration received. Author can claim compensation of damages exceeding remuneration. Exception: contributions to literary or other artistic works, work of compilation, newspapers and periodicals. The same provision included in Swedish Copyright Law (sec. 33 and 38).
34 § **Försummelse av utgivning** Har verket icke utgivits inom två år eller, såvitt angår musikaliskt verk, inom fyra år från det upphovsmannen avlämnat fullständigt manuskript eller annat exemplar, som skall mångfaldigas, är upphovsmannen, ändå att försummelse ej ligger förläggaren till last,	**§ 34** **Non-publishing** If a work has not been published within two years or, if it is a musical work, within four years from the date on which the author submitted a complete manuscript or other copy for reproduction, the author may rescind the contract and keep the remuneration received,	**Right of termination** Concerns publishing agreements. Trigger: lack of the first publication within **2 years or 4 years** in case of musical works, following the delivery of a complete manuscript.

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berättigad att häva avtalet och behålla uppburet honorar. Samma lag vare, om verket är utgånget och förläggaren har rätt att utgiva ny upplaga men icke inom ett år efter det upphovsmannen hos honom begärt sådan utgivning utnyttjar sagda rätt. **38 §** **Bidrag** Bestämmelserna om förlagsavtal äga icke tillämpning på bidrag till tidning eller tidskrift. För bidrag till annat samlingsverk gäller icke vad i 33 och 34 §§ är stadgat.	even if there is no dereliction on the part of the publisher. The same shall apply when the copies of the work are sold out and the publisher, although he has the right to publish a new edition, fails to use the said right within one year from the date on which the author requested a reprint. **§ 38** **Contributions** The provisions concerning publishing contracts shall not apply to contributions to newspapers and periodicals. Sections 33 and 34 shall not apply to contributions to other literary or artistic work of compilation.	Trigger: lack of publication of a **new edition** within **1 year** following the author's request, made after the previous edition was sold out. Author keeps remuneration received. Exception: contributions to literary or other artistic works, work of compilation, newspapers and periodicals. The same provision included in Swedish Copyright Law (sec. 34 and 38).
40 § **Hävning av avtal** Överlåtes rätt att utnyttja ett litterärt eller musikaliskt verk för film, som är avsedd för offentlig visning, är förvärvaren pliktig att inom skälig tid inspela filmverket och sörja för att det göres tillgängligt för allmänheten. Försummas det, är upphovsmannen berättigad att häva avtalet och behålla uppburet honorar; n jute ock ersättning för skada, som ej täckes av honoraret.	**§ 40** **Rescission of the contract** (1) When the right to use a literary or musical work for a film intended for public showing is transferred, the transferee shall produce the film and make it available to the public within a reasonable time. If this is neglected, the author may rescind the contract and keep any remuneration received; the author shall also be entitled to compensation for any damage not covered by the remuneration.	**Right of termination** Concerns film contracts. Trigger: film **not produced and distributed** within a reasonable time or within a period of **5 years** in case of no fault on the side of a producer. Term of 5 years begins when the author completes her obligations (delivers a work). Author keeps remuneration received. Author entitled to compensation of damages exceeding remuneration.

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Om filmverket icke är inspelat inom fem år från det upphovsmannen fullgjort vad på honom ankommer, har upphovsmannen, ändå att försummelse ej ligger förvärvaren till last, rätt att häva avtalet och behålla uppburet honorar.	(2) If the film has not been produced within five years from the time at which the author fulfilled his obligations, the author may rescind the contract and keep any remuneration received, even if there is no dereliction on the part of the transferee.	The same provision included in Swedish Copyright Law (sec. 40).
46 b § **Uppsägning av ett avtal om överlåtelse av rättigheterna till en ljudupptagning** Om en producent av en ljudupptagning inte saluför ljudupptagningen i tillräckligt antal exemplar eller gör den tillgänglig för allmänheten, på trådbunden eller trådlös väg, på ett sådant sätt att enskilda kan få tillgång till ljudupptagningen från en plats och vid en tidpunkt som de själva väljer och om 50 år har förflutit från utgivningen av ljudupptagningen eller, om ljudupptagningen inte har getts ut, från det att ljudupptagningen lagligen gjordes tillgänglig för allmänheten på annat sätt än genom spridning av exemplar av upptagningen, kan den utövande konstnären till producenten skriftligen anmäla att han eller hon vill säga upp det avtal genom vilket han eller hon till producenten har överlåtit sina rättigheter till ljudupptagningen.	**§ 46b** **Termination of the contract on the transfer of rights to a sound recording** (1) If the producer of a sound recording does not offer a sufficient number of copies of the sound recording for sales or make it available to the public by wire or wireless means in a manner which enables members of the public to access the work from a place and at a time individually chosen by them, and if 50 years have elapsed from the publishing of the sound recording or, if the sound recording has not been published, from when the sound recording was legally made available to the public, by means other than the distribution of copies of the recording, the performing artist may notify the producer in writing of his intention to terminate the contract on the transferring of rights to a sound recording.	Implementation of the Term Directive.

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Den utövande konstnären har rätt att skriftligen säga upp det avtal som avses i 1 mom., om producenten av ljudupptagningen inte inom ett år efter det att den utövande konstnären meddelade sin önskan att säga upp avtalet börjar tillhandahålla ljudupptagningen på båda de sätt som avses i 1 mom. Om en ljudupptagning innehåller en upptagning av flera utövande konstnärers gemensamma framförande, förutsätter uppsägningen av avtalet att alla utövande konstnärer samtidigt lämnar den anmälan som avses i 1 mom. och, om producenten inte börjar tillhandahålla ljudupptagningen, den uppsägningsanmälan som avses i 2 mom. Ett avtal genom vilket en utövande konstnär avstår från uppsägningsrätten enligt denna paragraf, är ogiltigt.	(2) The performing artist shall have the right to, in writing, terminate a contract referred to in subsection 1 if the producer of the sound recording does not start making the sound recording available by both means referred to in subsection 1 within one year after the performing artist submitted the notification on his intention to terminate the contract. (3) If the sound recording contains a performance by multiple artists together, the prerequisite for terminating the contract shall be that all artists must file the notification referred to in subsection 1 and, should be producer not undertake to make the sound recording available, the notice of termination referred to in subsection 2, simultaneously. (4) Any contract whereby a performing author concedes his right of termination referred to in this section shall be null and void.	

10. France

Original title: Code de la propriété intellectuelle 1992

Translated title: Intellectual Property Code 1992 Version:

20 May 2020 (last amendment)

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Source: Légifrance available at: https://www.legifrance.gouv.fr/affichCode.do;jsessionid=F30423534809898B22F6B3F3FE58AC30.tplgfr42s_1?cidTexte=LEGITEXT000006069414&dateTexte=20200608 <last accessed 15 October 2020>

Translation: DeepL Translator

Article L121-4 Nonobstant la cession de son droit d'exploitation, l'auteur, même postérieurement à la publication de son oeuvre, jouit d'un droit de repentir ou de retrait vis-à-vis du cessionnaire. Il ne peut toutefois exercer ce droit qu'à charge d'indemniser préalablement le cessionnaire du préjudice que ce repentir ou ce retrait peut lui causer. Lorsque, postérieurement à l'exercice de son droit de repentir ou de retrait, l'auteur décide de faire publier son oeuvre, il est tenu d'offrir par priorité ses droits d'exploitation au cessionnaire qu'il avait originairement choisi et aux conditions originairement déterminées.	**Article L121-4** Notwithstanding the assignment of his right of exploitation, the author, even after the publication of his work, shall enjoy a right of repentance or withdrawal vis-à-vis the assignee. He may, however, exercise that right only on condition that he first indemnify the assignee for any prejudice that such repentance or withdrawal may cause him. Where, after exercising his right of repentance or withdrawal, the author decides to have his work published, he shall be bound to offer his exploitation rights as a matter of priority to the assignee originally chosen by him and on the conditions originally determined.	**Right of termination** Concerns **moral rights** (within chapter on moral rights, though not explicitly stated in the article). **Trigger: none specified** Condition: compensation of assignee's damages by the author. **Right of priority** of the original assignee in case the author decides to exploit the work again. Offer with the same conditions as the original agreement.

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Article L132-4 Est licite la stipulation par laquelle l'auteur s'engage à accorder un droit de préférence à un éditeur pour l'édition de ses oeuvres futures de genres nettement déterminés. Ce droit est limité pour chaque genre à cinq ouvrages nouveaux à compter du jour de la signature du contrat d'édition conclu pour la première oeuvre ou à la production de l'auteur réalisée dans un délai de cinq années à compter du même jour. L'éditeur doit exercer le droit qui lui est reconnu en faisant connaître par écrit sa décision à l'auteur, dans le délai de trois mois à dater du jour de la remise par celui-ci de chaque manuscrit définitif. Lorsque l'éditeur bénéficiant du droit de préférence aura refusé successivement deux ouvrages nouveaux présentés par l'auteur dans le genre déterminé au contrat, l'auteur pourra reprendre immédiatement et de plein droit sa liberté quant aux oeuvres futures qu'il produira dans ce genre. Il devra toutefois, au cas où il aurait reçu ses oeuvres futures des avances du premier éditeur, effectuer préalablement le remboursement de celles-ci.	**Article L132-4** It is lawful to stipulate that the author undertakes to grant a preferential right to a publisher for the publication of his future works of clearly defined genres. Such right shall be limited for each genre to five new works as from the day of signature of the publishing contract concluded for the first work or to the author's production within a period of five years as from the same day. The publisher shall exercise the right granted to him by notifying the author in writing of his decision within a period of three months from the date of delivery by the author of each final manuscript. Where the publisher enjoying the preferential right has successively refused two new works presented by the author in the genre specified in the contract, the author may immediately and ipso jure resume his freedom with respect to future works that he produces in that genre. He shall, however, if he has received future works from the first publisher in advance, reimburse them in advance.	**Termination** Concerns publishing agreements for future works. Trigger: **refusal of two successive works** in the same genre presented by the author. Rights to remaining future works revert back to the author. **Max term of an agreement** Concerns publishing agreements for future works. Max period is 5 years following the conclusion of an agreement (for each genre).

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Article L132-15 […] En cas de cession de l'entreprise d'édition en application des articles L. 621-83 et suivants du code de commerce précité, l'acquéreur est tenu des obligations du cédant. Lorsque l'activité de l'entreprise a cessé depuis plus de trois mois ou lorsque la liquidation judiciaire est prononcée, l'auteur peut demander la résiliation du contrat.	**Article L132-15** […] In the event of the sale of the publishing business pursuant to Articles L. 621-83 et seq. of the aforementioned Commercial Code, the purchaser shall be bound by the obligations of the seller. When the business activity of the company has ceased for more than three months or when the judicial liquidation is pronounced, the author may request the termination of the contract.	**Right of termination** Concerns publishing agreements. Trigger: sale of the company with business activities ceasing for more than 3 months or liquidation.
Article L132-16 L'éditeur ne peut transmettre, à titre gratuit ou onéreux, ou par voie d'apport en société, le bénéfice du contrat d'édition à des tiers, indépendamment de son fonds de commerce, sans avoir préalablement obtenu l'autorisation de l'auteur. En cas d'aliénation du fonds de commerce, si celle-ci est de nature à compromettre gravement les intérêts matériels ou moraux de l'auteur, celuici est fondé à obtenir réparation même par voie de résiliation du contrat.	**Article L132-16** The publisher may not pass on the benefit of the publishing contract to third parties, whether free of charge or against payment, or by way of a contribution to a company, independently of his business, without having first obtained the author's authorization. In the event of alienation of the business, where such alienation is such as to seriously compromise the material or moral interests of the author, the latter shall be entitled to obtain compensation even by cancellation of the contract.	**Right of termination** Concerns publishing agreements. Trigger: assignment of the whole or part of the publisher's **business seriously impairs author's material or moral interests**. * Transfer of a publishing contract to a third party only with a consent of the author.

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Lorsque le fonds de commerce d'édition était exploité en société ou dépendait d'une indivision, l'attribution du fonds à l'un des ex- associés ou à l'un des co-indivisaires en conséquence de la liquidation ou du partage ne sera, en aucun cas, considérée comme une cession.	Where the publishing business was operated as a company or depended on joint ownership, the allotment of the business to one of the former partners or to one of the joint owners as a result of liquidation or partition shall under no circumstances be considered as assignment.	
Article L132-19 […] La validité des droits exclusifs accordés par un auteur dramatique ne peut excéder cinq années ; l'interruption des représentations au cours de deux années consécutives y met fin de plein droit. **Article L132-18** Le contrat de représentation est celui par lequel l'auteur d'une oeuvre de l'esprit et ses ayants droit autorisent une personne physique ou morale à représenter ladite oeuvre à des conditions qu'ils déterminent. Est dit contrat général de représentation le contrat par lequel un organisme professionnel d'auteurs confère à un entrepreneur de spectacles la faculté de représenter, pendant la durée du contrat, les oeuvres actuelles ou futures, constituant le	**Article L132-19** […] The validity of the exclusive rights granted by a playwright may not exceed five years; interruption of performances during two consecutive years shall automatically terminate them. *Re representation contract:* **Article L132-18** A representation contract is a contract by which the author of an intellectual work and his successors in title authorize a natural person or legal entity to represent the said work on conditions that they shall determine. A general performance contract is a contract by which a professional organization of authors confers on an entertainer the right to represent, during the term of the contract, current or future works in the repertoire of the said organization	**Max term of an agreement** Concerns representation contracts (*Contrat de representation*) involving grant of exclusive rights. Max term of agreement is **5 years**. **Termination** Concerns representation contracts involving grant of exclusive rights. Trigger: lack of performance for **2 consecutive years**.

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répertoire dudit organisme aux conditions déterminées par l'auteur ou ses ayants droit. Dans le cas prévu à l'alinéa précédent, il peut être dérogé aux dispositions de l'article L. 131- 1.	on terms determined by the author or his successors in title. In the case provided for in the foregoing paragraph, the provisions of Article L. 131-1 may be waived.	
Article L132-30 La procédure de sauvegarde ou de redressement judiciaire du producteur n'entraîne pas la résiliation du contrat de production audiovisuelle. […] Lorsque l'activité de l'entreprise a cessé depuis plus de trois mois ou lorsque la liquidation est prononcée, l'auteur et les coauteurs peuvent demander la résiliation du contrat de production audiovisuelle.	**Article L132-30** Safeguard or receivership proceedings against the producer shall not lead to the termination of the audiovisual production contract. […] Where the activity of the enterprise has ceased for more than **three months** or where **liquidation** is pronounced, the author and co- authors may request the termination of the audiovisual production contract.	**Right of termination** Concerns audiovisual production agreements. Trigger: sale of the company with business activities ceasing for more than **3 months** or **liquidation**.
Article L132-31 Dans le cas d'une oeuvre de commande utilisée pour la publicité, le contrat entre le producteur et l'auteur entraîne, sauf clause contraire, cession au producteur des droits d'exploitation de l'oeuvre, dès lors que ce contrat précise la rémunération distincte due pour chaque mode d'exploitation de l'oeuvre en fonction notamment de la zone géographique, de la durée de l'exploitation, de l'importance du tirage et de la nature du support.	**Article L132-31** In the case of a commissioned work used for advertising, the contract between the producer and the author shall, unless otherwise agreed, entail the assignment to the producer of the rights of exploitation of the work, provided that the contract specifies the separate remuneration due for each mode of exploitation of the work, depending in particular on the geographical area, the	**Max and min term of agreement** Concerns agreements for use of work for advertising purposes. **Min 1 year max 5 years** duration.

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Un accord entre les organisations représentatives d'auteurs et les organisations représentatives des producteurs en publicité fixe les éléments de base entrant dans la composition des rémunérations correspondant aux différentes utilisations des oeuvres. La durée de l'accord est comprise entre un et cinq ans. Ses stipulations peuvent être rendues obligatoires pour l'ensemble des intéressés par décret.	duration of exploitation, the size of the print run and the nature of the medium. An agreement between the representative organizations of authors and the representative organizations of producers in advertising shall lay down the basic components of the remuneration corresponding to the various uses of the works. The duration of the agreement shall be between one and five years. Its stipulations may be made binding on all those concerned by decree.	
Article L132-17 Le contrat d'édition prend fin, sans préjudice des cas prévus par le droit commun, par les articles précédents de la présente sous- section ou par les articles de la sous-section 2, lorsque : 1° L'éditeur procède à la destruction totale des exemplaires ;	**Article L132-17** The publishing contract ends, without prejudice to the cases provided for by common law, by the preceding articles of this sub- section or by the articles of sub-section 2, when : 1° The publisher proceeds to the total destruction of the copies;	**Right of termination** Concerns publishing agreements. Trigger: lack of the first publication or lack of a subsequent publication in case of exhaustion. **Work is exhausted when copies of work are not delivered** within 3 months following 2 requests from the author. Author needs to give publisher a formal notice prescribing **an appropriate period of time to publish the work**. Agreement is terminated

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2° L'éditeur, sur mise en demeure de l'auteur lui impartissant un délai convenable, n'a pas procédé à la publication de l'œuvre ou, en cas d'épuisement, à sa réédition. Dans ce cas, la résiliation a lieu de plein droit. L'édition est considérée comme épuisée si deux demandes de livraison d'exemplaires adressées à l'éditeur ne sont pas satisfaites dans les trois mois. En cas de mort de l'auteur, si l'oeuvre est inachevée, le contrat est résolu en ce qui concerne la partie de l'oeuvre non terminée, sauf accord entre l'éditeur et les ayants droit de l'auteur. Paragraphe 1 : Dispositions communes à l'édition d'un livre sous une forme imprimée et sous une forme numérique	2° the publisher, on formal notice from the author giving him an appropriate period of time, has not proceeded to publish the work or, in the event of exhaustion, to republish it. In such case, termination shall take place as of right. The edition shall be considered exhausted if two requests for delivery of copies addressed to the publisher are not complied with within three months. In the event of the death of the author, if the work is unfinished, the contract shall be terminated as regards the part of the work that has not been completed, unless the publisher and the successors in title of the author agree otherwise. Paragraph 1: Provisions common to the publication of a book in printed and digital form	after the appropriate period passes with no change.

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Article L132-17-2 I.-L'éditeur est tenu d'assurer une exploitation permanente et suivie du livre édité sous une forme imprimée ou sous une forme numérique. II.-La cession des droits d'exploitation sous une forme imprimée est résiliée de plein droit lorsque, après une mise en demeure de l'auteur adressée par lettre recommandée avec demande d'avis de réception, l'éditeur ne	**Article L132-17-2** I.-The publisher is required to ensure the permanent and ongoing exploitation of the published book in printed or digital form. II-The transfer of exploitation rights in printed form is automatically terminated when, after a formal notice from the author sent by registered letter with acknowledgement of receipt, the publisher does not comply with the	**Right of termination** Concerns publishing agreements. Exercised **separately for print and digital** form of exploitation. Trigger: **lack of permanent and ongoing exploitation of work**. Author needs to send a formal notice with registered mail with an acknowledgement of receipt.
satisfait pas dans un délai de six mois à compter de cette réception aux obligations qui lui incombent à ce titre. Cette résiliation n'a pas d'effet sur la partie distincte du contrat d'édition relative à la cession des droits d'exploitation du livre sous une forme numérique. III.-La cession des droits d'exploitation sous une forme numérique est résiliée de plein droit lorsque, après une mise en demeure de l'auteur adressée par lettre recommandée avec demande d'avis de réception, l'éditeur ne satisfait pas dans un délai de six mois à compter de cette réception, aux obligations qui lui incombent à ce titre.	obligations incumbent upon him in this respect within six months of receipt. Such termination shall have no effect on the separate part of the publishing contract relating to the assignment of the rights to exploit the book in digital form. III-The assignment of exploitation rights in digital form shall be terminated as of right where, after formal notice from the author by registered letter with acknowledgement of receipt, the publisher does not comply with his obligations in this respect within a period of six months following receipt.	Rightsholder has 6 months from the receipt of the formal notice to amend the situation. **Agreement automatically terminated** after 6 months pass with no effect (for paper or digital exploitation respectively).

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Cette résiliation n'a d'effet que sur la partie distincte du contrat d'édition relative à la cession des droits d'exploitation du livre sous une forme numérique. IV.-Les résiliations prévues aux II et III sont sans effet sur les contrats d'adaptation audiovisuelle prévus à l'article L. 131-3.	Such termination shall have effect only on the separate part of the publishing contract relating to the assignment of the rights to exploit the book in digital form. IV-The terminations provided for in Sections II and III shall have no effect on the audiovisual adaptation contracts provided for in Article L. 131-3.	

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Article L132-17-3 I.-L'éditeur est tenu pour chaque livre de rendre compte à l'auteur du calcul de sa rémunération de façon explicite et transparente. A cette fin, l'éditeur adresse à l'auteur, ou met à sa disposition par un procédé de communication électronique, un état des comptes mentionnant : 1° Lorsque le livre est édité sous une forme imprimée, le nombre d'exemplaires fabriqués en cours d'exercice, le nombre des exemplaires en stock en début et en fin d'exercice, le nombre des exemplaires vendus par l'éditeur, le nombre des exemplaires hors droits et détruits au cours de l'exercice ; 2° Lorsque le livre est édité sous une forme numérique, les revenus issus de la vente à l'unité et de chacun des autres modes d'exploitation du livre ; 3° Dans tous les cas, la liste des cessions de droits réalisées au cours de l'exercice, le montant des redevances correspondantes dues ou versées à l'auteur ainsi que les	**Article L132-17-3** I.- The publisher is obliged to account to the author of each book for the calculation of his remuneration in an explicit and transparent manner. To this end, the publisher sends to the author, or makes available to him by an electronic communication process, a statement of accounts mentioning : 1° Where the book is published in printed form, the number of copies produced during the fiscal year, the number of copies in stock at the beginning and end of the fiscal year, the number of copies sold by the publisher, the number of copies free of rights and destroyed during the fiscal year ; 2° Where the book is published in digital form, the income from the sale of individual copies and from each of the other modes of exploitation of the book; 3° In all cases, the list of transfers of rights made during the fiscal year, the amount of the corresponding royalties due or paid to the author as well as the bases and rates of the	**Right of termination** Concerns publishing agreements. Trigger: 1) lack of provision of a **statement of accounts** within 3 months following a formal notice from the author; 2) statement of accounts not submitted for **2 consecutive years** without a prior formal notice from the author, where the contract terminates 3 months after second formal notice. In both cases, agreement is **terminated automatically**.

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assiettes et les taux des différentes rémunérations prévues au contrat d'édition.	various remunerations provided for in the publishing contract.	
Une partie spécifique de cet état des comptes est consacrée à l'exploitation du livre sous une forme numérique.	A specific part of this statement of accounts is devoted to the exploitation of the book in digital form.	
La reddition des comptes est effectuée au moins une fois par an, à la date prévue au contrat ou, en l'absence de date, au plus tard six mois après l'arrêté des comptes.	The accounts shall be submitted at least once a year, on the date specified in the contract or, if no date is specified, no later than six months after the closing of the accounts.	
II.-Si l'éditeur n'a pas satisfait à son obligation de reddition des comptes selon les modalités et dans les délais prévus au I, l'auteur dispose d'un délai de six mois pour mettre en demeure l'éditeur d'y procéder.	II- If the publisher has not fulfilled his or her obligation to submit accounts in the manner and within the time limits provided for in Section I, the author has a period of six months in which to give the publisher formal notice to do so.	
Lorsque cette mise en demeure n'est pas suivie d'effet dans un délai de trois mois, le contrat est résilié de plein droit.	Where such formal notice is not followed within three months, the contract shall be terminated as of right.	

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III.-Lorsque l'éditeur n'a satisfait, durant deux exercices successifs, à son obligation de reddition des comptes que sur mise en demeure de l'auteur, le contrat est résilié de plein droit trois mois après la seconde mise en demeure.	III - Where the publisher has not fulfilled his obligation to account for two successive financial years until the author has given formal notice, the contract is terminated automatically three months after the second formal notice.	

IV.-L'éditeur reste tenu, même en l'absence de mise en demeure par l'auteur, de respecter ses obligations légales et contractuelles de reddition des comptes.	IV.- The publisher remains bound, even in the absence of formal notice by the author, to comply with his legal and contractual reporting obligations.	
Article L132-17-3-1 L'éditeur procède au paiement des droits au plus tard six mois après l'arrêté des comptes, sauf convention contraire précisée par l'accord rendu obligatoire mentionné à l'article L. 132- 17-8. Si l'éditeur n'a pas satisfait à son obligation de paiement des droits dans les délais prévus au premier alinéa du présent article, l'auteur dispose d'un délai de douze mois pour mettre en demeure l'éditeur d'y procéder.	**Article L132-17-3-1** The publisher shall pay the fees no later than six months after the closing of the accounts, unless otherwise specified in the agreement referred to in Article L. 132-17-8. If the publisher has not met his obligation to pay the royalties within the time limits laid down in the first paragraph of this Article, the author shall have a period of twelve months to give formal notice to the publisher to do so.	**Right of termination** Concerns publishing agreements. Trigger: **lack of payment of royalties** within 3 months following author's formal notice. Author can file a formal notice within 12 months following the lapse of 6 months period after the closing of accounts when the rightsholder was required to pay royalties. Agreement **terminates automatically**.

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Lorsque cette mise en demeure n'est pas suivie d'effet dans un délai de trois mois, le contrat est résilié de plein droit. NOTA : Conformément à l'article 107 IV de la loi n° 2016-925 du 7 juillet 2016, le présent article est applicable aux contrats d'édition d'un livre conclus avant l'entrée en vigueur de ladite loi.	Where such formal notice is not acted upon within three months, the contract shall be terminated as of right. NOTE: In accordance with Article 107 IV of Law No. 2016-925 of 7 July 2016, this Article is applicable to book publishing contracts concluded before the entry into force of the said Law.	

Article L132-17-4 I.-Le contrat d'édition prend fin à l'initiative de l'auteur ou de l'éditeur, si, pendant deux années consécutives au-delà d'un délai de quatre ans après la publication de l'œuvre, les états de comptes ne font apparaître de droits versés, ou crédités en compensation d'un à-valoir, au titre d'aucune des opérations suivantes : 1° Vente à l'unité du livre dans son intégralité sous une forme imprimée, à l'exception de la vente issue de systèmes de distribution réservés à des abonnés ou à des adhérents ;	**Article L132-17-4** I.-The publishing contract is terminated at the initiative of the author or publisher if, for two consecutive years beyond a period of four years after the publication of the work, the statements of accounts do not show any royalties paid or credited in compensation for a capital gain, for any of the following transactions: 1° Sale of the entire book in printed form, except for sales from distribution systems reserved for subscribers or members ;	**Right of termination** Concerns publishing agreements. Trigger: lack of royalties paid for **2 consecutive years** following the period of 4 years after publication. Author needs to send a formal notice via registered letter with acknowledgement of receipt. Notice sent within **12 months** following the deadline for delivery of the statement of accounts. Period of notice is 3 months. Contract **automatically terminates** after 3 months.

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2° Vente ou de l'accès payant à l'unité du livre dans son intégralité sous une forme numérique ; 3° Consultation numérique payante du livre disponible dans son intégralité, pour les secteurs éditoriaux reposant essentiellement sur ce modèle de mise à disposition; 4° Traductions intégrales du livre sous une forme imprimée ou sous une forme numérique. La résiliation est notifiée à l'autre partie par lettre recommandée avec demande d'avis de	2° Sale or paid access to the entire book in digital form; 3° Paid digital consultation of the entire available book, for editorial sectors essentially based on this model of availability; 4° Complete translations of the book in its entirety in printed or digital form. Termination is notified to the other party by registered letter with a request for	

réception dans un délai de douze mois suivant la date limite d'envoi de l'état des comptes par l'éditeur ou de sa mise à disposition de l'auteur par un procédé de communication électronique. Le délai de préavis applicable à la résiliation est de trois mois. A l'expiration du délai de préavis, le contrat est résilié de plein droit.	acknowledgement of receipt within twelve months following the deadline for sending the statement of accounts by the publisher or for making it available to the author by an electronic communication process. The period of notice applicable to termination is three months. At the end of the period of notice, the contract shall be terminated by operation of law.	

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II.-Les dispositions du I ne sont pas applicables à certaines modalités d'exploitation d'un livre précisées par l'accord rendu obligatoire mentionné à l'article L. 132-17-8.	II-The provisions of I are not applicable to certain terms and conditions for the exploitation of a book specified by the mandatory agreement mentioned in Article L. 132-17-8.	
Article L212-3-1 I.-Au-delà des cinquante premières années du délai de soixante-dix ans prévu au 2° du I de l'article L. 211-4, l'artiste-interprète peut notifier son intention de résilier l'autorisation donnée en application de l'article L. 212-3 à un producteur de phonogrammes lorsque celui-ci n'offre pas à la vente des exemplaires du phonogramme en quantité suffisante ou ne le met pas à la disposition du public de manière que chacun puisse y avoir accès de sa propre initiative.	**Article L212-3-1** I.- Beyond the first fifty years of the seventy-year period provided for in 2° of I of Article L. 211-4, the performer may notify his intention to terminate the authorization given pursuant to Article L. 212-3 to a phonogram producer when the latter does not offer copies of the phonogram for sale in sufficient quantity or does not make it available to the public so that everyone may have access to it on his own initiative.	Implementation of the Term Directive.

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II.-Si, au cours des douze mois suivant la notification prévue au I du présent article, le producteur de phonogrammes n'offre pas à la vente des exemplaires du phonogramme en quantité suffisante et ne le met pas à la disposition du public de manière que chacun puisse y avoir accès de sa propre initiative, l'artiste-interprète peut exercer son droit de résiliation de l'autorisation. L'artiste-interprète ne peut renoncer à ce droit. III.-Les modalités d'exercice du droit de résiliation sont définies par décret en Conseil d'Etat. **Article L212-3-2** Lorsqu'un phonogramme contient la fixation des prestations de plusieurs artistes- interprètes, ceux-ci exercent le droit de résiliation mentionné à l'article L. 212-3-1 d'un commun accord. En cas de désaccord, il appartient à la juridiction civile de statuer.	II- If, during the twelve months following the notification provided for in I of this Article, the phonogram producer does not offer for sale copies of the phonogram in sufficient quantity and does not make it available to the public in such a way that members of the public may have access to it on their own initiative, the performer may exercise his right of termination of the authorization. The performer may not renounce this right. III - The procedures for exercising the right of cancellation shall be defined by decree in the Council of State. **Article L212-3-2** When a phonogram contains the fixation of the performances of several performers, the performers shall exercise the right of cancellation mentioned in Article L. 212-3-1 by mutual agreement. In the event of disagreement, it shall be for the civil court to rule.	

Historical sources:

Original title: Loi n°57-298 du 11 mars 1957 sur la propriété littéraire et artistique Translated title:

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Law n°57-298 of 11 March 1957 on literary and artistic property

Source: Légifrance available at: https://www.legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000000315384 <last accessed 15 October 2020>

Translation: DeepL Translator

Article 32 Nonobstant la cession de son droit d'exploitation, l'auteur, même postérieurement à la publication de son oeuvre, jouit d'un droit de repentir ou de retrait vis-à-vis du cessionnaire. Il ne peut toutefois exercer ce droit qu'à charge d'indemniser préalablement le cessionnaire du préjudice que ce repentir ou ce retrait peut lui causer. Lorsque, postérieurement à l'exercice du droit de repentir ou de retrait, l'auteur décide de faire publier son oeuvre, il est tenu d'offrir par priorité ses droits d'exploitation au cessionnaire qu'il avait originairement choisi et aux conditions originairement déterminées.	**Article 32** Notwithstanding the assignment of his right of exploitation, the author, even after the publication of his work, shall enjoy a right of repentance or withdrawal vis-à-vis the assignee. He may, however, exercise that right only on condition that he first indemnify the assignee for any prejudice that such repentance or withdrawal may cause him. Where, after exercising the right of repentance or withdrawal, the author decides to have his work published, he shall be bound to offer his exploitation rights as a matter of priority to the assignee originally chosen by him and on the conditions originally determined.	**Right of termination** Concerns **moral rights** (within chapter on moral rights, though not explicitly stated in the article). Trigger: none specified. Condition: compensation of assignee's damages by the author. **Right of priority** of the original assignee in case the author decides to exploit the work again. Offer with the same conditions as the original agreement.

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Article 44 Le contrat de représentation est conclu pour une durée limitée ou pour un nombre déterminé de communications au public. Sauf stipulation expresse de droits exclusifs, il ne confère à l'entrepreneur de spectacles aucun monopole d'exploitation. La validité des droits exclusifs accordés par un auteur dramatique ne peut excéder cinq années ; l'interruption des représentations au cours de deux années consécutives y met fin de plein droit. L'entrepreneur de spectacles ne peut transférer le bénéfice de son contrat sans l'assentiment formel et donné par écrit de l'auteur ou de son représentant.	**Article 44** The representation contract shall be concluded for a limited period or for a specified number of communications to the public. Unless exclusive rights are expressly stipulated, it shall not confer on the entertainment contractor any monopoly of exploitation. The validity of the exclusive rights granted by a playwright may not exceed five years; interruption of performances during two consecutive years shall automatically terminate them. The entertainment contractor may not transfer the benefit of his contract without the formal written consent of the author or his representative.	**Max term of an agreement** Concerns representation contracts *(Contrat de representation*) involving grant of exclusive rights. Max term of agreement is **5 years**. **Termination** Concerns representation contracts involving grant of exclusive rights. Trigger: lack of performance for **2 consecutive years**.
Article 61 Ni la faillite, ni le règlement judiciaire de l'éditeur n'entraînent la résolution du contrat [*d'édition*]. […] Lorsque l'exploitation du fonds n'est pas continuée par le syndic et qu'aucune cession dudit fonds n'est intervenue dans le délai d'une	**Article 61** Neither the bankruptcy nor the judicial settlement of the publisher shall lead to the termination of the [*publishing*] contract. […] Where the operation of the business is not continued by the trustee and no transfer of the business has taken place within one year of the	**Right of termination** Concerns publishing agreements. Trigger: bankruptcy or “judicial settlement” of the publisher where the business is not continued or sold by a trustee within **1 year** following the judgement declaring bankruptcy of the publisher. Author’s request needed.

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année à partir du jugement déclaratif de faillite, le contrat d'édition peut, à la demande de l'auteur, être résilié.	judgment declaring bankruptcy, the publishing contract may, at the request of the author, be terminated.	
Article 63-7 Le redressement judiciaire du producteur n'entraîne pas la résiliation du contrat de production audiovisuelle. […] Lorsque l'activité de l'entreprise a cessé depuis plus de trois mois ou lorsque la liquidation est prononcée, l'auteur et les coauteurs peuvent demander la résiliation du contrat de production audiovisuelle.	**Article 63-7** The producer's receivership does not lead to the termination of the audiovisual production contract. […] Where the activity of the enterprise has ceased for more than three months or where liquidation is pronounced, the author and co- authors may request the termination of the audiovisual production contract.	**Right of termination** Concerns audiovisual production agreements. Trigger: sale of the company with business activities ceasing for more than **3 months** or **liquidation**.

11. Germany

Original title: Gesetz über Urheberrecht und verwandte Schutzrechte (Urheberrechtsgesetz) (1965) Translated title:

Law on Copyright and Related Rights (Copyright Law) (1965)

Version: 28 November 2018 (last amendment)

Source: Federal Ministry of Justice and Consumer Protection available at: https://www.gesetze-im-internet.de/urhg/ <last accessed 15 October 2020>

Translation: provided by the Federal Ministry of Justice and Consumer Protection, available at: https://www.gesetze-im- internet.de/englisch_urhg/englisch_urhg.html <last accessed 15 October 2020>

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§ 31a **Verträge über unbekannte Nutzungsarten** (1) Ein Vertrag, durch den der Urheber Rechte für unbekannte Nutzungsarten einräumt oder sich dazu verpflichtet, bedarf der Schriftform. Der Schriftform bedarf es nicht, wenn der Urheber unentgeltlich ein einfaches Nutzungsrecht für jedermann einräumt. Der Urheber kann diese Rechtseinräumung oder die Verpflichtung hierzu widerrufen. Das Widerrufsrecht erlischt nach Ablauf von drei Monaten, nachdem der andere die Mitteilung über die beabsichtigte Aufnahme der neuen Art der Werknutzung an den Urheber unter der ihm zuletzt bekannten Anschrift abgesendet hat.	**§ 31a** **Contracts concerning unknown types of use** (1) A contract where the author grants rights in respect of unknown types of use, or where he undertakes the obligation to do so, shall be drawn up in writing. There shall be no need for a written contract in cases where the author grants an unremunerated non-exclusive right of use for every person. The author may revoke this grant of a right or revoke the obligation thereto. The right of revocation shall expire after three months have elapsed since the other person sent the author, at the address last known to the sender, the information concerning intended commencement of the new type of use of the author's work.	**Right of termination** Agreements concerning unknown types of use. Unwaivable (in advance). Author can revoke the right to unknown use or obligation to grant the right to unknown use. Time: up to 3 months following the notification of intended commencement of new use. Exceptions: parties agreed on the remuneration for the new use or arranged for remuneration under a joint remuneration agreement. Exceptions: author cannot exercise her right when it is contrary to the good faith and her work is a contribution to a joint or collective work which needs to be used in its entirety.

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(2) Das Widerrufsrecht entfällt, wenn sich die Parteien nach Bekanntwerden der neuen Nutzungsart auf eine Vergütung nach § 32c Abs. 1 geeinigt haben. Das Widerrufsrecht entfällt auch, wenn die Parteien die Vergütung nach einer gemeinsamen Vergütungsregel vereinbart haben. Es erlischt mit dem Tod des Urhebers. (3) Sind mehrere Werke oder Werkbeiträge zu einer Gesamtheit zusammengefasst, die sich in der neuen Nutzungsart in angemessener Weise nur unter Verwendung sämtlicher Werke oder Werkbeiträge verwerten lässt, so kann der Urheber das Widerrufsrecht nicht wider Treu und Glauben ausüben. (4) Auf die Rechte nach den Absätzen 1 bis 3 kann im Voraus nicht verzichtet werden.	(2) The right of revocation shall not apply where the parties, upon becoming aware of the new type of use, have agreed on remuneration pursuant to section 32c (1). The right of revocation shall also not apply where the parties have arranged for remuneration under a joint remuneration agreement. The right of revocation shall expire upon the author's death. (3) If there is consolidation of more than one work, or more than one contribution to a work, into one entity which, in the new type of use, may be used appropriately only in circumstances where there is exploitation of all works or contributions to a work, the author may not exercise his right of revocation contrary to good faith. (4) There can be no advance waiver of the rights pursuant to subsections (1) to (3).	
§ 34 **Übertragung von Nutzungsrechten** […] (3) Ein Nutzungsrecht kann ohne Zustimmung des Urhebers übertragen werden, wenn die Übertragung im Rahmen der Gesamtveräußerung eines Unternehmens oder der Veräußerung von Teilen eines	**§ 34** **Transfer of rights of use** […] (3) A right of use may be transferred without the author's consent if the transfer is comprised in the sale of the whole of an enterprise or the sale of parts of an enterprise. The author may revoke the right of use if exercise of the right of	**Right of termination** Unwaivable Concerns situations where the right of use is transferred to a third party during the sale of the whole of part of an enterprise. Trigger: exercise of the right cannot be **reasonably demanded** from the new owner.

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Unternehmens geschieht. Der Urheber kann das Nutzungsrecht zurückrufen, wenn ihm die Ausübung des Nutzungsrechts durch den Erwerber nach Treu und Glauben nicht zuzumuten ist. Satz 2 findet auch dann Anwendung, wenn sich die Beteiligungsverhältnisse am Unternehmen des Inhabers des Nutzungsrechts wesentlich ändern.	use by the transferee may not be reasonably demanded of the author. Sentence 2 shall also apply when the shareholder relations with respect to the enterprise of the holder of the right of use are substantially changed.	
(4) Der Erwerber des Nutzungsrechts haftet gesamtschuldnerisch für die Erfüllung der sich aus dem Vertrag mit dem Urheber ergebenden Verpflichtungen des Veräußerers, wenn der Urheber der Übertragung des Nutzungsrechts nicht im Einzelfall ausdrücklich zugestimmt hat.	(4) The transferee shall be jointly and severally liable for the discharge of the transferor's obligations under his agreement with the author, if the author has not expressly consented to the transfer of the right of use in the individual case.	
(5) Der Urheber kann auf das Rückrufsrecht und die Haftung des Erwerbers im Voraus nicht verzichten. Im Übrigen können der Inhaber des Nutzungsrechts und der Urheber Abweichendes vereinbaren.	(5) The author may not waive the right of revocation and the liability of the transferee in advance. In all other cases, the holder of the right of use and the author may agree on different terms.	
§ 38 **Beiträge zu Sammlungen** (1) Gestattet der Urheber die Aufnahme des Werkes in eine periodisch erscheinende	**Section 38** **Contributions to collections** (1) Where the author permits the inclusion of the work in a collection which is published	**Right of republication** Concerns works included in a periodically published collections Right to reproduce, distribute and make

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Sammlung, so erwirbt der Verleger oder	periodically, the publisher or editor shall, in	available work otherwise than in a periodically

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Herausgeber im Zweifel ein ausschließliches Nutzungsrecht zur Vervielfältigung, Verbreitung und öffentlichen Zugänglichmachung. Jedoch darf der Urheber das Werk nach Ablauf eines Jahres seit Erscheinen anderweit vervielfältigen, verbreiten und öffentlich zugänglich machen, wenn nichts anderes vereinbart ist. […] (4) Der Urheber eines wissenschaftlichen Beitrags, der im Rahmen einer mindestens zur Hälfte mit öffentlichen Mitteln geförderten Forschungstätigkeit entstanden und in einer periodisch mindestens zweimal jährlich erscheinenden Sammlung erschienen ist, hat auch dann, wenn er dem Verleger oder Herausgeber ein ausschließliches Nutzungsrecht eingeräumt hat, das Recht, den Beitrag nach Ablauf von zwölf Monaten seit der Erstveröffentlichung in der akzeptierten Manuskriptversion öffentlich zugänglich zu machen, soweit dies keinem gewerblichen Zweck dient. Die Quelle der Erstveröffentlichung ist anzugeben. Eine zum Nachteil des Urhebers abweichende Vereinbarung ist unwirksam.	cases of doubt, acquire an exclusive right of reproduction, distribution and making available to the public. However, the author may otherwise reproduce, distribute and make available to the public the work upon expiry of one year, unless otherwise agreed. […] (4) The author of a scientific contribution which results from research activities at least half of which were financed by public funds and which was reprinted in a collection which is published periodically at least twice per year also has the right, if he has granted the publisher or editor an exclusive right of use, to make the contribution available to the public upon expiry of 12 months after first publication in the accepted manuscript version, unless this serves a commercial purpose. The source of the first publication must be cited. Any deviating agreement to the detriment of the author shall be ineffective.	published collection after period of **1 year** following publication. **Right of republication** Concerns **scientific contributions** reprinted in periodically (at least twice per year) published collections resulting from the research financed at least in half by **public funds**. Applies when rights were granted to the publisher or editor on an exclusive basis. **Unwaivable** Right to make a contribution available to public after a period of **12 months** following the first publication. Need to indicate the original publication

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§ 40 **Verträge über künftige Werke** (1) Ein Vertrag, durch den sich der Urheber zur Einräumung von Nutzungsrechten an künftigen Werken verpflichtet, die überhaupt nicht näher oder nur der Gattung nach bestimmt sind, bedarf der schriftlichen Form. Er kann von beiden Vertragsteilen nach Ablauf von fünf Jahren seit dem Abschluß des Vertrages gekündigt werden. Die Kündigungsfrist beträgt sechs Monate, wenn keine kürzere Frist vereinbart ist. (2) Auf das Kündigungsrecht kann im voraus nicht verzichtet werden. Andere vertragliche oder gesetzliche Kündigungsrechte bleiben unberührt. (3) Wenn in Erfüllung des Vertrages Nutzungsrechte an künftigen Werken eingeräumt worden sind, wird mit Beendigung des Vertrages die Verfügung hinsichtlich der Werke unwirksam, die zu diesem Zeitpunkt noch nicht abgeliefert sind.	**§ 40** **Agreements as to future works** (1) A contract in which the author undertakes to grant rights of use in future works which are not specified in any way or are only referred to by type shall be made in writing. The contract may be terminated by either party after a period of five years following its conclusion. The term of notice shall be six months, unless a shorter term is agreed. (2) The right of termination may not be waived in advance. Other contractual or statutory rights of termination shall remain unaffected. (3) Where rights of use in future works have been granted in the performance of the contract, upon the termination of the contract the provision concerning the works which have not yet been supplied shall become ineffective.	**Right of termination** Unwaivable Concerns agreements on future works. Trigger: lapse of **5 years** following conclusion of the contract. **Notice period of 6 months**, unless a shorter period agreed.

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§ 40a **Recht zur anderweitigen Verwertung nach zehn Jahren bei pauschaler Vergütung** (1) Hat der Urheber ein ausschließliches Nutzungsrecht gegen eine pauschale Vergütung eingeräumt, ist er gleichwohl berechtigt, das Werk nach Ablauf von zehn Jahren anderweitig zu verwerten. Für die verbleibende Dauer der Einräumung besteht das Nutzungsrecht des ersten Inhabers als einfaches Nutzungsrecht fort. Die Frist nach Satz 1 beginnt mit der Einräumung des Nutzungsrechts oder, wenn das Werk später abgeliefert wird, mit der Ablieferung. § 38 Absatz 4 Satz 2 ist entsprechend anzuwenden. (2) Frühestens fünf Jahre nach dem in Absatz 1 Satz 3 genannten Zeitpunkt können die Vertragspartner die Ausschließlichkeit auf die gesamte Dauer der Nutzungsrechtseinräumung erstrecken. (3) Abweichend von Absatz 1 kann der Urheber bei Vertragsschluss ein zeitlich unbeschränktes ausschließliches Nutzungsrecht einräumen, wenn 1. er einen lediglich nachrangigen Beitrag zu einem Werk, einem Produkt oder einer	**§ 40a** **Right to other exploitation after 10 years in case of flat-rate remuneration** (1) Where the author has granted an exclusive right of use against payment of flat-rate remuneration he shall nevertheless be entitled to exploit the work in another manner after the expiry of 10 years. The first owner's right of use shall continue as a simple right of use for the remainder of the period for which it was granted. The period referred to in sentence 1 shall begin to run upon the granting of the right of use or, if the work is delivered at a later stage, upon delivery. Section 38 (4) sentence 2 shall apply accordingly. (2) The contracting parties may extend the exclusivity of the right to cover the entire duration for which the right of use was granted at the earliest five years after the point in time referred to in subsection (1) sentence 3. (3) In derogation from subsection (1), the author may, when concluding the contract, grant an exclusive right of use without any limitation of time if 1. he makes only a secondary contribution to a work, product or service; a contribution is, in	**Termination [exclusive to non-exclusive]** Concerns exclusive agreements with a flat-rate remuneration. Trigger: lapse of a **10-year** period following conclusion of the agreement, or delivery of work, whichever happened later. If the contract concluded for a longer period, after 10 years exclusive rights continue as simple rights of use. Limited waivability: exclusivity can be extended only after **5 years** following the conclusion of an agreement or delivery of work, whichever happened later Exceptions: 1) secondary contribution; 2) work of architecture, 3) work used in a trademark or design, 4) work not intended for publication

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Dienstleistung erbringt; nachrangig ist ein Beitrag insbesondere dann, wenn er den Gesamteindruck eines Werkes oder die Beschaffenheit eines Produktes oder einer Dienstleistung wenig prägt, etwa weil er nicht zum typischen Inhalt eines Werkes, eines Produktes oder einer Dienstleistung gehört,	particular, secondary where it has little influence on the overall impression created by a work or the nature of a product or service, for example because it does not belong to the typical content of a work, product or service,	
2. es sich um ein Werk der Baukunst oder den Entwurf eines solchen Werkes handelt,	2. the work is a work of architecture or the draft of such a work,	
3. das Werk mit Zustimmung des Urhebers für eine Marke oder ein sonstiges Kennzeichen, ein Design oder ein Gemeinschaftsgeschmacksmuster bestimmt ist oder	3. the work is, with the author's consent, intended for use in a trade mark or other distinctive sign, in a design or Community design or	
4. das Werk nicht veröffentlicht werden soll.	4. the work is not intended for publication.	
(4) Von den Absätzen 1 bis 3 kann zum Nachteil des Urhebers nur durch eine Vereinbarung abgewichen werden, die auf einer gemeinsamen Vergütungsregel (§ 36) oder einem Tarifvertrag beruht.	(4) Derogation from subsections (1) to (3) to the detriment of the author shall be possible only by an agreement which is based on a joint remuneration agreement (section 36) or collective agreement.	
§ 41 **Rückrufsrecht wegen Nichtausübung** (1) Übt der Inhaber eines ausschließlichen	**§ 41** **Right of revocation for non-exercise** (1) Where the holder of an exclusive right of use	**Right of termination** Unwaivable (exception: joint remuneration agreement or collective agreement).

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Nutzungsrechts das Recht nicht oder nur	does not exercise the right or only does so	

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unzureichend aus und werden dadurch berechtigte Interessen des Urhebers erheblich verletzt, so kann dieser das Nutzungsrecht zurückrufen. Dies gilt nicht, wenn die Nichtausübung oder die unzureichende Ausübung des Nutzungsrechts überwiegend auf Umständen beruht, deren Behebung dem Urheber zuzumuten ist.	insufficiently and this significantly impairs the author's legitimate interests, the author may revoke the right of use. This shall not apply if the non-exercise or the insufficient exercise of the right of use is predominantly due to circumstances which the author can be reasonably expected to remedy.	Trigger: lack of use of insufficient use which **significantly impairs author's legitimate interests**.
(2) Das Rückrufsrecht kann nicht vor Ablauf von zwei Jahren seit Einräumung oder Übertragung des Nutzungsrechts oder, wenn das Werk später abgeliefert wird, seit der Ablieferung geltend gemacht werden. Bei einem Beitrag zu einer Zeitung beträgt die Frist drei Monate, bei einem Beitrag zu einer Zeitschrift, die monatlich oder in kürzeren Abständen erscheint, sechs Monate und bei einem Beitrag zu anderen Zeitschriften ein Jahr.	(2) The right of revocation may not be exercised before the expiry of two years following the grant or transfer of the right of use or, if the work is delivered at a later date, since its delivery. In the case of a contribution to a newspaper the period shall be three months, in the case of a contribution to a periodical published monthly or at shorter intervals six months, and in the case of a contribution to other periodicals one year.	Term: not earlier than:1) **2 years**, 2) **3 months** in case of contributions to newspapers, 3) **6 months** in case of contributions to periodicals published monthly or in shorter intervals, 4) **1 year** in case of other periodicals. Term calculated from the conclusion of an agreement or the delivery of work, whichever happened later.
(3) Der Rückruf kann erst erklärt werden, nachdem der Urheber dem Inhaber des Nutzungsrechts unter Ankündigung des Rückrufs eine angemessene Nachfrist zur zureichenden Ausübung des Nutzungsrechts bestimmt hat. Der Bestimmung der Nachfrist bedarf es nicht, wenn die Ausübung des Nutzungsrechts seinem Inhaber unmöglich ist oder von ihm verweigert wird oder wenn durch	(3) The revocation may not be declared until after the author has, upon notification of the revocation, granted the holder of the right of use an appropriate extension to sufficiently exploit the right of use. It shall not be necessary to determine an extension if it is impossible for the rightsholder to exercise the right of use or he refuses to do so or if granting an extension	Need to grant the rightsholder **an appropriate extension** to sufficiently use the work. Appropriate extension does not need to be granted when 1) it is impossible to use the work, 2) the rightsholder refuses to use the work, 3) it prejudices author's overriding interest. Termination effective when the additional period lapses. Author to compensate the rightsholder, insofar as it is fair and equitable.

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die Gewährung einer Nachfrist überwiegende Interessen des Urhebers gefährdet würden. (4) Von den Absätzen 1 bis 3 kann zum Nachteil des Urhebers nur durch eine Vereinbarung abgewichen werden, die auf einer gemeinsamen Vergütungsregel (§ 36) oder einem Tarifvertrag beruht. (5) Mit Wirksamwerden des Rückrufs erlischt das Nutzungsrecht. (6) Der Urheber hat den Betroffenen zu entschädigen, wenn und soweit es der Billigkeit entspricht. (7) Rechte und Ansprüche der Beteiligten nach anderen gesetzlichen Vorschriften bleiben unberührt.	would prejudice the author's overriding interests. (4) Derogation from subsections (1) to (3) to the detriment of the author shall be possible only by an agreement which is based on a joint remuneration agreement (section 36) or collective agreement. (5) The right of use shall terminate when revocation becomes effective. (6) The author shall compensate the person affected if and insofar as this is fair and equitable. (7) The rights and claims of the persons involved in accordance with other statutory provisions shall remain unaffected.	
§ 42 **Rückrufsrecht wegen gewandelter Überzeugung** (1) Der Urheber kann ein Nutzungsrecht gegenüber dem Inhaber zurückrufen, wenn das Werk seiner Überzeugung nicht mehr entspricht und ihm deshalb die Verwertung des Werkes nicht mehr zugemutet werden kann. Der Rechtsnachfolger des Urhebers (§ 30) kann	**§ 42** **Right of revocation for changed conviction** (1) The author may revoke a right of use vis-à- vis the rightsholder if the work no longer reflects his conviction and he can therefore no longer be expected to agree to the exploitation of the work. The author's successor in title (section 30) may exercise the right of	**Right of termination** Concerns **moral rights**. Unwaivable Trigger: a work **no longer reflects author's convictions**. Exercised by the author or her successor in title, in case the has author made respective provision in the testament or the successor

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den Rückruf nur erklären, wenn er nachweist, daß der Urheber vor seinem Tode zum Rückruf berechtigt gewesen wäre und an der Erklärung des Rückrufs gehindert war oder diese letztwillig verfügt hat. (2) Auf das Rückrufsrecht kann im voraus nicht verzichtet werden. Seine Ausübung kann nicht ausgeschlossen werden. (3) Der Urheber hat den Inhaber des Nutzungsrechts angemessen zu entschädigen. Die Entschädigung muß mindestens die Aufwendungen decken, die der Inhaber des Nutzungsrechts bis zur Erklärung des Rückrufs gemacht hat; jedoch bleiben hierbei Aufwendungen, die auf bereits gezogene Nutzungen entfallen, außer Betracht. Der Rückruf wird erst wirksam, wenn der Urheber die Aufwendungen ersetzt oder Sicherheit dafür geleistet hat. Der Inhaber des Nutzungsrechts hat dem Urheber binnen einer Frist von drei Monaten nach Erklärung des Rückrufs die Aufwendungen mitzuteilen; kommt er dieser Pflicht nicht nach, so wird der Rückruf bereits mit Ablauf dieser Frist wirksam.	revocation only if he can prove that the author would have been entitled to exercise this right prior to his death and that he was prevented from exercising the right or provided for its exercise by testamentary disposition. (2) The right of revocation may not be waived in advance. Its exercise may not be precluded. (3) The author must adequately compensate the holder of the right of use. The compensation must at least cover the costs which the holder of the right of use incurred until such time as the revocation was declared; however, no account will be taken of costs attributable to those uses of the work which have already been made. The revocation shall not become effective until the author has reimbursed the costs or provided security therefore. The holder of the right of use shall inform the author of the amount of the costs within three months of the revocation being declared; if he does not fulfil this obligation, the revocation shall become effective upon the expiry of this period.	proves that the author had grounds to terminate the agreement before her death. Author required to **adequately compensate the rightsholder**, minimum to cover her costs. Termination becomes effective only after the author compensates or secures the compensation of the rightsholder, unless the rightsholder does not declare her costs within 3 months of receiving the notice of termination. In this case, the agreement automatically terminates on the expiry of 3- months period.

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(4) Will der Urheber nach Rückruf das Werk wieder verwerten, so ist er verpflichtet, dem früheren Inhaber des Nutzungsrechts ein entsprechendes Nutzungsrecht zu angemessenen Bedingungen anzubieten. (5) Die Bestimmungen in § 41 Abs. 5 und 7 sind entsprechend anzuwenden.	(4) Should the author wish to resume exploitation of the work after revocation, he shall be obliged to offer a corresponding right of use to the previous holder of the right of use on reasonable conditions. (5) The provisions under section 41 (5) and (7) shall apply accordingly.	
§ 79 **Nutzungsrechte** […] (2a) Auf Übertragungen nach Absatz 1 und Rechtseinräumungen nach Absatz 2 sind die §§ 31, 32 bis 32b, 32d bis 40, 41, 42 und 43 entsprechend anzuwenden. (3) Unterlässt es der Tonträgerhersteller, Kopien des Tonträgers in ausreichender Menge zum Verkauf anzubieten oder den Tonträger öffentlich zugänglich zu machen, so kann der ausübende Künstler den Vertrag, mit dem er dem Tonträgerhersteller seine Rechte an der Aufzeichnung der Darbietung eingeräumt oder übertragen hat (Übertragungsvertrag), kündigen. Die Kündigung ist zulässig 1. nach Ablauf von 50 Jahren nach dem Erscheinen eines Tonträgers oder 50 Jahre	**§ 79** **Rights of use** […] (2a) Sections 31, 32 to 32b, 32d to 40, 41, 42 and 43 shall apply accordingly to transfers of rights and claims pursuant to subsection (1) and to transfers of rights pursuant to subsection (2). (3) Where the producer of an audio medium fails to offer sufficient quantities of the audio medium for sale or to make the audio medium available to the public, the performer may terminate the contract in which he granted or transferred his rights in the recording of the performance to the producer of the audio medium (transfer agreement). The termination shall be admissible 1. after a period of 50 years after publication of the audio medium or 50 years after the first	Implementation of the Term Directive.

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nach der ersten erlaubten Benutzung des Tonträgers zur öffentlichen Wiedergabe, wenn der Tonträger nicht erschienen ist, und 2. wenn der Tonträgerhersteller innerhalb eines Jahres nach Mitteilung des ausübenden Künstlers, den Übertragungsvertrag kündigen zu wollen, nicht beide in Satz 1 genannten Nutzungshandlungen ausführt. Ist der Übertragungsvertrag gekündigt, so erlöschen die Rechte des Tonträgerherstellers am Tonträger. Auf das Kündigungsrecht kann der ausübende Künstler nicht verzichten.	authorised use of the audio medium for communication to the public if the audio medium was not published and 2. if, within one year of being notified by the performer of his wish to terminate the transfer agreement, the producer of the audio medium does not carry out the two acts of use referred to in sentence 1. Where the transfer agreement has been terminated, the rights of the producer of the audio medium in the audio medium shall expire. The performer may not waive the right of termination.	

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§ 88 **Recht zur Verfilmung** (1) Gestattet der Urheber einem anderen, sein Werk zu verfilmen, so liegt darin im Zweifel die Einräumung des ausschließlichen Rechts, das Werk unverändert oder unter Bearbeitung oder Umgestaltung zur Herstellung eines Filmwerkes zu benutzen und das Filmwerk sowie Übersetzungen und andere filmische Bearbeitungen auf alle Nutzungsarten zu nutzen. § 31a Abs. 1 Satz 3 und 4 und Abs. 2 bis 4 findet keine Anwendung.	**§ 88** **Right to make film** (1) If the author permits another person to make a film of his work, this shall, in cases of doubt, be deemed to involve the granting of the exclusive right to use the work in unaltered form or following adaptation or transformation in the production of a cinematographic work and to use the cinematographic work as well as translations and other cinematographic adaptations in all manners of use. Section 31a (1) sentences 3 and 4, and (2) to (4) shall not apply.	**Termination [exclusive to non-exclusive]** Concerns film adaptation of work. Trigger: lapse of a **10-year** period following the conclusion of an agreement After the term lapses, author can re-film her work. Extension of the exclusive term beyond 10 years possible only on the basis of joint remuneration agreement.

(2) Die in Absatz 1 bezeichneten Befugnisse berechtigen im Zweifel nicht zu einer Wiederverfilmung des Werkes. Der Urheber ist berechtigt, sein Werk nach Ablauf von zehn Jahren nach Vertragsabschluß anderweit filmisch zu verwerten. Von Satz 2 kann zum Nachteil des Urhebers nur durch eine Vereinbarung abgewichen werden, die auf einer gemeinsamen Vergütungsregel (§ 36) oder einem Tarifvertrag beruht.	(2) The entitlements designated in subsection (1) shall not entitle the work to be re-filmed. The author shall be authorised to exploit his work cinematically in another manner after the expiry of 10 years following the conclusion of the contract. Derogation from sentence 2 to the detriment of the author shall be possible only by an agreement which is based on a joint remuneration agreement (section 36) or collective agreement.	

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§ 90 **Einschränkung der Rechte** (1) Für die in § 88 Absatz 1 und § 89 Absatz 1 bezeichneten Rechte gelten nicht die Bestimmungen 1. über die Übertragung von Nutzungsrechten (§ 34), 2. über die Einräumung weiterer Nutzungsrechte (§ 35) und 3. über die Rückrufsrechte (§§ 41 und 42). Satz 1 findet bis zum Beginn der Dreharbeiten für das Recht zur Verfilmung keine Anwendung. Ein Ausschluss der Ausübung des Rückrufsrechts wegen Nichtausübung (§ 41) bis zum Beginn der Dreharbeiten kann mit dem Urheber im Voraus für eine Dauer von bis zu fünf Jahren vereinbart werden.	**§ 90** **Limitation of rights** (1) The provisions on 1. the transfer of rights of use (section 34), 2. the grant of further rights of use (section 35) and 3. the rights of revocation (sections 41 and 42) shall not apply to the rights under section 88 (1) and section 89 (1). Sentence 1 shall not apply to the right to make a film until the commencement of the shooting of the film. Agreement may be reached with the author in advance to rule out the right of revocation for non-exercise (section 41) up until the	Exclusion from the scope of the reversion rights in sec. 40a, 41 and 42. Right to make a movie of one's work (sec. 88). Right to use a cinematographic work (sec. 89).
(2) Für die in § 88 und § 89 Absatz 1 bezeichneten Rechte gilt nicht die Bestimmung über das Recht zur anderweitigen Verwertung nach zehn Jahren bei pauschaler Vergütung (§ 40a).	commencement of the shooting of the film for a period of up to five years. (2) The provision on the right to other exploitation after 10 years in the case of flat- rate remuneration (section 40a) shall not apply to the rights under section 88 and section 89 (1).	

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12. Greece

Original title: Νόμος 2121/1993, Πνευματική Ιδιοκτησία, Συγγενικά Δικαιώματα και Πολιτιστικά Θέματα (Εισηγητική έκθεση για το ν. 2121/1993).
Translated title:

Law 2121/1993, Intellectual Property, Related Rights and Cultural Issues (Rapporteur on Law 2121/1993).

Version: 21 July 2020 (last amendment)

Source: Hellenic Copyright Organization available at https://www.opi.gr/vivliothiki/2121-1993 <last accessed 15 October 2020>

Translation: provided by Hellenic Copyright Organization available at: https://www.opi.gr/en/library/law-2121-1993 <last accessed 15 October 2020>

Άρθρο 15: Έκταση της μεταβίβασης και των συμβάσεων και αδειών εκμετάλλευσης […] 2. Αν δεν καθορίζεται η διάρκεια της μεταβίβασης ή των συμβάσεων ή της άδειας εκμετάλλευσης και αν κάτι διάφορο δεν προκύπτει από τα συναλλακτικά ήθη, η διάρκεια αυτή θεωρείται ότι περιορίζεται σε πέντε χρόνια.	**Article 15: Extent of transfer and of exploitation contracts and licenses** […] (2) If the duration of the transfer or of the exploitation contract or license is unspecified, its duration shall be deemed to be limited to five years, provided conventional mores do not indicate otherwise.	**Default term of an agreement** Concerns transfer, exploitation and licence agreements. If not specified, an agreement is concluded for **5 years.**

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Άρθρο 52: Τύπος άδειας, περιορισμοί και διάρκεια δικαιωμάτων καθώς και η ρύθμιση άλλων θεμάτων Τα δικαιώματα που προβλέπονται στα άρθρα 46 έως 51 διέπονται από τους ακόλουθους κανόνες: […] αα) Αν πενήντα έτη από τη νόμιμη δημοσίευση του φωνογραφήματος ή -ελλείψει τέτοιας δημοσίευσης- πενήντα (50) έτη από τη νόμιμη	**Article 52: Form of the license, limitations and duration of the rights as well as the regulation of other issues** The rights prescribed in Articles 46 to 51 of this Law shall be subject to the following rules: […] aa) If, fifty years after the phonogram was lawfully published or, failing such publication, fifty (50) years after it was lawfully	Implementation of the Term Directive.

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παρουσίασή του στο κοινό, ο παραγωγός φωνογραφήματος παύει να προσφέρει προς πώληση αντίγραφα του φωνογραφήματος σε επαρκή ποσότητα που να ανταποκρίνεται στις ανάγκες της αγοράς ή να το καθιστά διαθέσιμο στο κοινό, με ενσύρματα ή ασύρματα μέσα, κατά τέτοιο τρόπο ώστε το κοινό να μπορεί να έχει πρόσβαση σε αυτό σε τόπο και χρόνο που επιλέγει ο καθένας ατομικά, ο ερμηνευτής ή εκτελεστής καλλιτέχνης μπορεί να καταγγείλει τη σύμβαση με την οποία παραχώρησε στον παραγωγό φωνογραφήματος την εκμετάλλευση τουλάχιστον των δικαιωμάτων του αναπαραγωγής, διανομής και διάθεσης στο κοινό στην υλική ενσωμάτωση των ερμηνειών ή εκτελέσεών του. Το δικαίωμα καταγγελίας της σύμβασης αυτής μπορεί να ασκηθεί αν ο παραγωγός δεν εκτελέσει αμφότερες τις πράξεις εκμετάλλευσης που αναφέρονται στο προηγούμενο εδάφιο εντός ενός (1) έτους από την έγγραφη κοινοποίηση σε αυτόν από τον ερμηνευτή ή εκτελεστή καλλιτέχνη της πρόθεσής του να καταγγείλει τη σύμβαση σύμφωνα με το προηγούμενο εδάφιο. Αν τα εν λόγω δικαιώματα έχουν μεταβιβαστεί σε τρίτο, σύμφωνα με την υποπερίπτωση ζζ΄, η έγγραφη καταγγελία ασκείται κατά του παραγωγού, όπως αυτός ορίζεται στην υποπερίπτωση ζζ΄. Παραίτηση του ερμηνευτή ή εκτελεστή	communicated to the public, the phonogram producer does not offer copies of the phonogram for sale in sufficient quantity to meet the market needs or does not make it available to the public, by wire or wireless means, in such a way that members of the public may access it from a place and at a time individually chosen by them, the performer may terminate the contract by which the performer has assigned to a phonogram producer at least the exploitation of his reproduction, distribution and making available to the public rights in the fixation of his performance. The right to terminate this contract may be exercised if the producer, within one (1) year from the written notification by the performer of his intention to terminate the contract pursuant to the previous sentence, fails to carry out both of the acts of exploitation referred to in that sentence. If the above mentioned rights have been transferred to a third party, pursuant to sub case (gg), the written notification will be exercised against the producer, as he is defined in sub case (gg). The right to terminate may not be waived by the performer. Where a phonogram contains the fixation of the performances of a plurality of performers, they may terminate the contracts of the first sentence pursuant to the first	

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καλλιτέχνη από το δικαίωμα καταγγελίας είναι άκυρη. Όταν ένα φωνογράφημα περιέχει την υλική ενσωμάτωση των ερμηνειών ή εκτελέσεων περισσότερων ερμηνευτών ή εκτελεστών καλλιτεχνών, αυτοί μπορούν να καταγγείλουν τις συμβάσεις του πρώτου εδαφίου, εφαρμοζόμενης της διάταξης του πρώτου εδαφίου της παραγράφου 4 του άρθρου 46. Αν δεν οριστεί αντιπρόσωπος, εφαρμόζονται οι διατάξεις για την κοινωνία δικαιώματος. Η καταγγελία της σύμβασης του πρώτου εδαφίου σύμφωνα με την παρούσα υποπερίπτωση έχει ως έννομη συνέπεια τη λήξη των δικαιωμάτων του παραγωγού φωνογραφήματος και οποιουδήποτε τρίτου αντλεί δικαιώματα από αυτόν.	sentence of paragraph 4, article 46. If no representative is determined, the provisions of the community of right shall be applied. The termination of the contract of the first sentence in this case has as a legal consequence the expiration of the phonogram producers' rights and any other third party's rights that derives rights of him.	

13. Hungary

Original title: 1999. évi LXXVI. törvény a szerzői jogról

Translated title: Act LXXVI of 1999 on copyright Version:

18 June 2020 (last amendment)

Source: Nemzeti Jogszabálytár (National Legislation Database) available at: http://njt.hu/cgi_bin/njt_doc.cgi?docid=41066 <last accessed 15 October 2020>

Translation: Google Translate and a translation by Hungarian Intellectual Property Office (HIPO) available at: https://www.hipo.gov.hu/sites/default/files/szjt_lxxvi_1999_en_rev_1.pdf <last accessed 15 October 2020>

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11. § A szerző alapos okból, írásban visszavonhatja a mű nyilvánosságra hozatalához adott engedélyét, a már nyilvánosságra hozott művének további felhasználását pedig megtilthatja; köteles azonban a nyilatkozat időpontjáig felmerült kárt megtéríteni. Ez nem érinti a munkáltató jogát a mű felhasználására, továbbá nem akadályozza a vagyoni jogok átruházása esetén a jogszerzőt az átruházott vagyoni jogokon alapuló felhasználásban.	**§ 11** The author may, for good reason, revoke in writing the permission granted for the publication of the work, and may prohibit the further use of the work already published; however, it is obliged to compensate the damage incurred up to the date of the declaration. This does not affect the employer's right to use the work, nor does it prevent the assignee from using the transferred property rights in the event of a transfer of property rights. *Translation by HIPO:* **Section 11** If there is due cause, the author shall be entitled to withdraw in writing his consent to the publication of his work and to prohibit the	**Right of termination** Concerns publishing agreements. Trigger: **due cause/good reasons** (provision in chapter II on moral rights). Right to withdraw the consent to publish or to use already published work. Consent withdrawal needs to be done **in writing**. Author liable for damages which occurred prior to the statement of withdrawal. Exceptions: transfer of economic rights by the author; employer's right to use employee work (but without the use of author's name).

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	further use of his published work; however, the author shall be liable for the reimbursement of damage having arisen until such a statement is made. This shall not affect the employer's right to use the work and shall not prevent the party who acquired the economic rights through transfer from using the work based upon those rights. **Section 30** […] (5) If the creation of the work is the duty of the author under an employment contract, the delivery of the work to the employer shall qualify as consent for the publication of the work. If the author makes a statement withdrawing his work (section 11), the employer shall omit the author's name from the work. The author's name shall also be omitted at the request of the author if, exercising his right under the employment relationship, the employer makes modifications to the work and the author does not approve them.	
§ 43. […] vagy a (4) Jogszabály rában a szerződés rendelkezése területére használási eltérő Magyarország terjed ki és gedély	**§ 43.** […] (4) Unless otherwise provided by law or the contract, the license shall cover the territory of Hungary and its duration shall be adjusted to	**Default term of an agreement** Term **customary** for agreements on the use of works similar to the subject matter of the contract.

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időtartama a szerződés tárgyát képező műhöz hasonló művek felhasználására kötött szerződések szokásos időtartamához igazodik.	the normal duration of contracts for the use of works similar to the work which is the subject of the contract. *Translation by HIPO:* (4) Unless otherwise provided for by law or a contract, the licence to use shall cover the territory of Hungary and its term shall follow the term that is customary in contracts concluded on using works similar to the subject matter of the contract.	
51. § (1) A szerző felmondhatja a kizárólagos felhasználási engedélyt tartalmazó szerződést, ha *a)* a felhasználó nem kezdi meg a mű felhasználását a szerződésben meghatározott vagy – ennek hiányában – az adott helyzetben általában elvárható időn belül; vagy *b)* a felhasználó a szerződéssel megszerzett jogait nyilvánvalóan a szerződés céljának megvalósítására alkalmatlan módon vagy nem rendeltetésszerűen gyakorolja. (2) Ha a felhasználási szerződést határozatlan vagy öt évnél hosszabb időtartamra kötötték, a szerző az (1) bekezdésben szabályozott felmondási jogát csak a szerződés	**§ 51.** (1) The author may terminate the contract containing the exclusive use license if *(a)* the user does not start using the work within the period specified in the contract or, failing that, in the circumstances normally expected in the situation; obsession *(b)* the user exercises the rights acquired under the contract in a manner which is manifestly inappropriate or improper for the purposes of the contract. 2. If the usage contract is concluded for an indefinite period or for a period exceeding five years, the author may exercise the right of termination provided for in paragraph 1 only	**Right to termination** Concerns exclusive licences. Limited waivability (can be waived only for **5 years** following the conclusion of a contract or the delivery of work, whichever happened later). Trigger: 1) **use of work not started within the agreed time**, and if time not agreed, a **reasonable time** after the conclusion of a contract; 2) use of work in **a manner obviously [manifestly] inappropriate or inconsistent with the purpose of the contract**. Need to notify the licensee and set an **appropriate [reasonable] time** to use the work. Right of termination can be exercised when the term lapses with no change.

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megkötésétől számított két év eltelte után gyakorolhatja. (3) A felmondás jogát a szerző csak azt követően gyakorolhatja, hogy a teljesítésre a felhasználónak megfelelő határidőt szabott és az eredménytelenül telt el. (4) Az (1) bekezdésben szabályozott felmondási jogáról a szerző előzetesen nem mondhat le; gyakorlását szerződéssel csak a szerződéskötést vagy – ha ez a későbbi – a mű átadását követő legfeljebb ötéves időtartamra lehet kizárni. (5) Felmondás helyett a szerző – a felhasználásért fizetendő díj arányos csökkentése mellett – megszüntetheti az engedély kizárólagosságát.	after the expiry of two years from the conclusion of the contract. (3) The author may exercise the right of termination only after he has set a reasonable time limit for performance for the user and the time limit has elapsed without result. (4) The author may not waive the right of termination provided for in subsection (1) in advance; may be excluded by contract only for a period not exceeding five years following the conclusion of the contract or, if later, the transfer of the work. (5) Instead of giving notice, the author may, with a proportionate reduction in the fee for use, terminate the exclusivity of the license. *Translation by HIPO:* **Section 51** (1) The author shall be entitled to terminate the contract containing an exclusive licence to use if *a)* the user fails to begin the use the work within the period determined in the contract or, in the absence of a stipulated period, within a	Time limitations: in case of indefinite agreements and agreements for a period longer than 5 years, right of termination can be exercised **only after 2 years** following the conclusion of an agreement. **Exclusive to non-exclusive as an option** Instead of termination, the author can change the exclusive licence into a non-exclusive one, with an appropriate reduction in remuneration.

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	reasonable period of time in the given situation; or *b)* the user exercises his rights acquired by the contract in a manner obviously inappropriate for achieving the goals of the contract or in a manner that is inconsistent with the designated purpose. (2) If the licence contract is concluded for an indefinite term or for a period longer than five years, the author shall be entitled to exercise his right of termination referred to in paragraph (1) only after two years from the date of conclusion of the contract. (3) The author shall be entitled to exercise his right of termination only after setting an appropriate time limit for the user to fulfil the contract and it has expired without any result. (4) The author may not waive his right of termination referred to in paragraph (1) in advance; such a waiver may be excluded by contract only for a period of five years following the conclusion of the contract or, if it occurs later, following the delivery of the work. (5) Instead of terminating the contract, the author may terminate the exclusivity of the	

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	licence along with a proportionate reduction of the remuneration due to him for the use.	
52. § (1) Ha a felhasználási szerződést jövőben megalkotandó művekre úgy kötik meg, hogy a jövőbeli műveket csak fajtájuk vagy jellegük szerint jelölik meg, a szerződés megkötésétől számított öt év elteltével és azt követően újabb ötöt év elteltével bármelyik fél hat hónapra felmondhatja a szerződést.	**§ 52.** (1) If the usage contract for future works is concluded in such a way that future works are indicated only according to their kind or nature, either party may terminate the contract for six months after five years from the conclusion of the contract and after another five years. the contract.	**Right of termination** Unwaivable Concerns agreements on future works, designated by type or character. Trigger: lapse of **5 years** following the conclusion of a contract, and **every 5 years after**. Need to give 6 months' notice.

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(2) A szerző az (1) bekezdésben szabályozott felmondási jogról előzetesen nem mondhat le.	(2) The author may not waive the right of termination provided for in paragraph 1 in advance. *Translation by HIPO* **Section 52** (1) If, in a licence contract concerning works to be created in the future, works are indicated only by their type or character, either party may terminate the contract with six months' notice after the lapse of five years from the conclusion of the contract and subsequently every five years thereafter. (2) The author may not have the right to waive his right of termination referred to in paragraph (1) in advance.	

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53. § (1) Ha a szerző alapos okból visszavonja a mű nyilvánosságra hozatalához adott engedélyét vagy a már nyilvánosságra hozott művének további felhasználását ilyen okból megtiltja, a felhasználási szerződést felmondhatja. (2) A felmondási jog gyakorlásának feltétele, hogy a szerző adjon biztosítékot a nyilatkozat időpontjáig felmerült kár megtérítésére. (3) Ha a felhasználási szerződésnek az (1) bekezdésben szabályozott okból történő felmondását követően a szerző ismét hozzá kíván járulni a mű nyilvánosságra hozatalához vagy további felhasználásához, a korábbi felhasználót előfelhasználói jog illeti meg. (4) Az előfelhasználási jogra az elővásárlási jogra irányadó szabályokat kell megfelelően alkalmazni.	**§ 53.** (1) If the author revokes the permission granted for the publication of the work for a good reason or prohibits the further use of his already published work for such reason, he may terminate the usage contract. (2) The exercise of the right of termination is conditional on the author providing a guarantee of compensation for the damage incurred up to the date of the declaration. (3) If, after the termination of the usage contract for the reason provided for in paragraph 1, the author wishes to consent again to the publication or further use of the work, the former user shall have the right of prior use. (4) The rules governing the right of pre-emption shall apply mutatis mutandis to the right of pre-emption. *Alternative translation by HIPO:* **Section 53** (1) The author may terminate the licence contract if, for reasonable grounds, he withdraws his permission to publish his work or forbids the further use of his work already published.	**Right of termination** Concerns publishing agreements. Trigger: **good reasons**. Need to secure the compensation of damages before the right of termination is exercised. **Priority right**: in case the author wants to publish her work or continue to use her work after right of termination is exercised, former licensee has a "right of pre-emption" to use the work. * Relationship between sec. 53 and sec. 11 is unclear.

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	(2) The exercise of the right of termination shall be subject to the author's providing security to compensate for the damage that occurred prior to the time at which the statement was made. (3) If, following the termination of the licence contract as provided in paragraph (1), the author intends to give his consent for his work to be published again to be further used, the previous user shall have a right of pre-emption to use the work. (4) The rules on the right of first refusal shall apply to the right of pre-emption in respect of the licence.	
55. (1) A felhasználási szerződésre vonatkozó rendelkezéseket megfelelően alkalmazni kell a szerzői vagyoni jogok átruházására irányuló szerződésre, valamint – a (2)–(3) bekezdésben foglalt eltérésekkel – az előadóművészi teljesítmények felhasználására és az előadóművészi vagyoni jogok átruházására vonatkozó szerződésre is. (2) Ha a hangfelvétel forgalomba hozatalát vagy – ha erre nem kerül sor – a	**§ 55.** (1) The provisions concerning the usage contract shall apply mutatis mutandis to the contract for the transfer of copyright and, with the exceptions provided for in subsections (2) - (3), to the contract for the use of performances and the transfer of performers' property rights. 2. If, fifty years after the first day of the year following the marketing or, if this is not the case, the communication to the public, the	Provisions on licensing agreements apply *mutatis mutandis* to transfer contracts. Implementation of the Term Directive.

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nyilvánossághoz közvetítését követő év első napjától számított		

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ötvenedik év elteltével a hangfelvétel-előállító vagy az ő engedélye alapján más személy nem kínálja fel a hangfelvétel többszörözött példányait megfelelő mennyiségben forgalomba hozatalra, vagy nem teszi a hangfelvételt vezeték útján vagy bármely más eszközzel vagy módon úgy a nyilvánosság számára hozzáférhetővé, hogy a nyilvánosság tagjai a hozzáférés helyét és idejét egyénileg választhatják meg, az előadóművész felmondhatja az előadás rögzítésére vonatkozó, a hangfelvétel-előállítóval kötött szerződést. (3) A (2) bekezdésben említett szerződés felmondásának joga akkor gyakorolható, ha a hangfelvétel-előállító az előadóművésznek a szerződés felmondására irányuló szándékáról szóló értesítését követő egy éven belül nem végzi el a (2) bekezdésben meghatározott mindkét felhasználási cselekményt. (4) Az előadóművész a (2) bekezdésben szabályozott felmondási jogról nem mondhat le.	phonogram producer or another person authorized by him, does not offer copies of the phonogram for distribution in sufficient quantities, or does not make the phonogram available to the public by wire or any other means or means in such a way that members of the public can individually choose the place and time of access, the performer may terminate the contract with the phonogram producer for the fixation of the performance. 3. The right to terminate the contract referred to in paragraph 2 may be exercised if the phonogram producer fails to perform both of the acts of use provided for in paragraph 2 within one year of notifying the performer of his intention to terminate the contract. (4) The performer may not waive the right of termination provided for in subsection (2). *Translation by HIPO:* **Section 55** (1) The provisions on licence contracts shall apply accordingly to contracts	

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	on transfer of economic rights of authors and, subject to the derogations set out in paragraphs (2) to (3), to contracts on the use of performers' performances and on the transfer of economic rights of performers. (2) If, within fifty years after placing the phonogram on the market or, in the absence of such, within fifty years after its communication to the public, counted from the first day following the year when the publication or communication took place, the producer of the phonogram or any other person authorised by the producer fails to offer copies of the phonogram for placement on the market in sufficient quantities or does not make it available to the public by wire or wireless means or in any similar manner in such a way that members of the public may access it from a place and at a time individually chosen by them, the performer may terminate the contract on the recording of his performance concluded with the producer of the phonogram. (3) The right to terminate the contract referred to in paragraph (2) may be exercised if the producer fails to carry out both acts of use specified in paragraph (2) within a year from the	

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	performer's notice of his intention to terminate the contract. (4) The performer may not waive his right to termination referred to in paragraph (2).	

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A megfilmesítési szerződés **66. §** […] (6) Ha az előállító a mű elfogadásától számított négy éven belül a megfilmesítést nem kezdi meg, vagy megkezdi ugyan, de ésszerű határidőre nem fejezi be, a szerző felmondhatja a szerződést és arányos díj megfizetését követelheti. A szerzőt ilyen esetben a felvett előleg megilleti, a művel pedig szabadon rendelkezik. […] (8) A szerző az előállítás befejezésétől számított tíz éven belül ugyanarra a műre csak az előállító hozzájárulásával köthet újabb megfilmesítési szerződést. Ez a korlátozás kiterjed a rajz- vagy bábfilmben szereplő jellegzetes alakra, valamint – a felek megállapodása esetén – a szerzőnek a film céljára készített és felhasznált művével azonos témájú másik művére is.	**The filming contract § 66.** […] (6) If, within four years from the acceptance of the work, the producer does not begin or begins filming but does not complete it within a reasonable time, the author may terminate the contract and demand payment of a proportionate fee. In such a case, the author is entitled to the advance received and is free to dispose of the work. […] (8) Within ten years from the end of the production, the author may enter into another film contract for the same work only with the consent of the producer. This restriction shall also apply to the characteristic figure in the drawing or puppet film and, if the parties so agree, to another work of the author on the same subject matter as the work produced and used for the purpose of the film.	**Right of termination** Concerns agreements on adoption for the screen. Trigger: 1) producer does not start making of an adaptation within **4 years** from the conclusion of a contract; 2) producer does not finish the adaptation within a **reasonable time**. Author has a right to keep advance payments. Author has a right to claim payment of proportionate remuneration.

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	Translation by HIPO: **Contract on adaptation for screen** **Section 66** […] (6) In the event that the producer fails to start the work of adaptation for screen within four years from the acceptance of the work, or if such work is started but is not completed within a reasonable time limit, the author shall be entitled to terminate the contract unilaterally and claim the payment of proportional remuneration. In such cases, the author shall be entitled to keep the advance payments he received and may freely dispose of his work. […] (8) Within ten years from the completion of the production, the author may not conclude another contract for adaptation for screen regarding the same work, unless it is consented to by the producer. This limitation shall extend to distinctive characters in a cartoon or puppet film and, if so agreed between the parties, to another work of the author with the same topic as that of the work created and used for the production of the film.	

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Historical sources:

Original title: 1969. évi III. törvény a szerzői jogról

Translated title: Act No. III of 1969 on Copyright

Source: Wikisource https://hu.wikisource.org/wiki/1969._évi_III._törvény <last accessed 15 October 2020> Translation: Google

Translate via WIPO Lex available at: https://wipolex.wipo.int/en/legislation/details/2184

11. § A szerző alapos okból visszavonhatja a mű nyilvánosságra hozatalához adott engedélyét, a már nyilvánosságra hozott művének további felhasználását pedig megtilthatja; köteles azonban a nyilatkozat időpontjáig felmerült kárt megtéríteni. Ez nem érinti a munkáltató jogát a mű felhasználására.	**§ 11.** The author may withdraw his authorization to disclose his work or may prohibit the continued use of a work already disclosed if he has good grounds to do so; however, he shall be required to indemnify for any damages having occurred due to such declaration. The employer's right to exploit the work shall not be affected.	**Right of termination** Concerns published and unpublished works. Trigger: **good grounds** (provision within the chapter on moral rights). Need to compensate damages of the other party. Exception: employee works.
14. § (1) Ha a mű elkészítése a szerző munkaköri kötelezettsége és a munkáltató a munkaviszony tartalma alapján a mű felhasználására jogosult, a mű átadása a nyilvánosságra hozatalhoz való hozzájárulásnak minősül, és a felhasználás joga az átadással száll át a munkáltatóra. A munkáltató ezt a jogát a munkaviszony tartalma által meghatározott körben szerzi meg, és csak működési körén belül gyakorolhatja. A szerző a művet e körön kívül is csak a munkáltató hozzájárulásával	**§ 14.** (1) Where a work has been created as part of the author's employment conditions and the employer is entitled to use the work during the period of employment, delivery of the work shall imply consent to disclosure of the work and transfer of the right to use it to the employer. The employer shall enjoy such right only within the scope set out in the terms and conditions of employment and shall exercise it only within the field of his activities. The author shall require the employer's consent to exploit the work himself outside the field referred to	**Work for hire/Reversion** Concerns employee works. Right to use an employee work reverts back to the author after the maximum duration period prescribed by law expires. Right to use a work reverts back to the author if the employer **does not exercise her right** during the period laid down by law.

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használhatja fel, de hozzájárulását a munkáltató csak alapos okból tagadhatja meg. (2) Ha jogszabály a felhasználási jog gyakorlásának leghosszabb időtartamát kötelezően meghatározza, ennek elteltével a felhasználási jog a szerzőt illeti meg. Ugyancsak a szerzőt illeti ez a jog akkor is, ha vele a munkáltató jogszabályban megállapított idő alatt nem él.	above; however, the employer may only refuse to give his consent if he has good reason to do so. (2) Where the maximum duration of the exercise of the right to use a work is laid down by law, such right shall belong to the author after the expiration of that period. Such right shall also belong to the author if the employer does not use the right during the period laid down by law.	
33. § Ha a kiadó a szerződés alapján szolgáltatott művet a jogszabályban, illetve a szerződésben meghatározott, ilyennek hiányában pedig észszerű határidő alatt nem adja ki, a szerző a szerződéstől elállhat és díjának megtérítését követelheti.	**§ 33.** If the publisher fails to publish the work delivered to him under the contract within the statutory period of time or the period of time specified in the contract or, where nothing is stipulated, within a reasonable period of time, the author may terminate the contract and may claim payment of the remuneration due to him.	**Right of termination** Concerns publishing agreements. Trigger: lack of publication of work within: 1) the agreed time, 2) a statutory period of time, 3) a reasonable period of time if no 1) or 2). Author keeps the right to remuneration.

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Színpadi előadási szerződés **39. §** (1) Színpadi mű nyilvános előadására kötött szerződés alapján a szerző köteles a művet a színház rendelkezésére bocsátani, a színház jogot szerez arra, hogy a művet a szerződésben meghatározott feltételekkel nyilvánosan előadhassa, a szerzőnek pedig díjat köteles fizetni.	**Contracts for Stage Performances** **§ 39**. (1) Under a contract concluded for the public performance of a dramatic work, the author shall be required to make his work available to a theatre and the theatre shall acquire the right to perform the work in the author.	**Right of termination** Concerns contracts for stage performance. Trigger: failure to perform within 1) the agreed time, 2) a reasonable period of time if time not specified in the contract. Author keeps the right to remuneration
(2) Ha a színház a művet a szerződésben meghatározott - ennek hiányában pedig ésszerű - határidő alatt nem adja elő, a szerző a szerződéstől elállhat és jogszabályban megállapított díj megfizetését követelheti.	(2) If the theatre fails to perform the work within the period of time specified in the contract or within a reasonable period of time if nothing is specified in the contract, the author may terminate the contract and claim payment of the remuneration due to him.	

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Megfilmesítési szerződés **42. §** (1) Megfilmesítési szerződés alapján a szerző köteles a művet a filmgyár rendelkezésére bocsátani, a filmgyár megszerzi a mű egyszeri filmrevételének, továbbá a film területi korlátozás nélküli terjesztésének és nyilvános előadásának jogát, s jogot szerez a filmnek másnyelvű felirattal vagy (szinkronizált) hanggal való ellátására, a felhasználás fejében pedig a szerzőnek köteles díjat fizetni. (2) Ha a filmgyár a mű elfogadásától számított négy év alatt a filmrevételt nem kezdi meg, vagy megkezdi ugyan, de ésszerű határidőre nem fejezi be, a szerző a szerződéstől elállhat és a filmgyártás céljára készített műért a	**Adaptation** **Contracts § 42.** (1) Under an adaptation contract, an author shall be required to make his work available to a film studio and the film studio, in turn, shall acquire the right of making a single screen version of the work, of distributing the cinematographic work without territorial limitation and showing it in public, of subtitling the cinematographic work or providing it with a soundtrack in a language other than that of the work as created, and shall be required to pay remuneration to the author for the use of his work. (2) If the film studio fails to begin making the film within a period of four years from acceptance of the work or begins but fails to complete it within a reasonable period of time, the author may terminate the contract and	**Right of termination** Concerns adaptation contracts. Trigger: 1) failure to begin making of a film within **4 years** following acceptance of the work; 2) lack of completion of a film within the reasonable period. Author keeps the right to remuneration. Exclusivity of a film producer to make a film adaptation of work for a period of **10 years** following the completion of the adaptation.

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jogszabályban megállapított díj megfizetését követelheti. (3) A szerző a gyártás befejezésétől számított tíz éven belül ugyanarra a műre csak a filmgyár hozzájárulásával köthet újabb megfilmesítési szerződést.	claim payment of the remuneration determined by law for the work undertaken for the purposes of the screen version. (3) The author may not conclude a new adaptation contract for the same work, unless consented to by the film studio, within a period of 10 years from completion of production.	

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14. Ireland

Original title: Copyright and Related Rights Act 2000 (CRRA) Version: 26

June 2019

Source: Department of Business, Enterprise and Innovation (unofficial consolidated act including amendments up to 1 March 2015) https://dbei.gov.ie/en/What-We-Do/Innovation-Research-Development/Intellectual-Property/Copyright/Copyright-Legislation/Unofficial-Consolidated-Copyright-Legislation/ <last accessed 15 October 2020>; Irish Statute Book http://www.irishstatutebook.ie/eli/2016/si/156/made/en/print (Amendment S.I. No. 156/2016 - European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016) and http://www.irishstatutebook.ie/eli/2019/act/19/enacted/en/print.html (Copyright and Other Intellectual Property Law Provisions Act 2019) <last accessed 15 October 2020>

299A. -- (1) If, in relation to a sound recording of a performance - (a) the performer has made an assignment agreement with the producer, (b) a period of at least 50 years has elapsed after the sound recording was first lawfully made available to the public, (c) the producer does not offer copies of the sound recording for sale in sufficient quantities, or does not make it available to the public, by wire or wireless means, in such a way that members of the public may access it from a place and time chosen by them, the performer may, in writing, notify the producer of the performer's intention to terminate the assignment agreement referred to in paragraph (a). (2) If, not later than one year from the date of notification by the performer of his or her intention to terminate the assignment agreement, the producer has not offered copies of the sound recording for sale, or made it available to the public, as described in subsection	Implementation of the Term Directive.

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(1)(c), the performer may terminate the assignment agreement by notice in writing to the producer. (3) Upon the termination of the assignment agreement in accordance with subsection (2), all rights of the producer in the sound recording shall expire and the rights transferred or assigned to the producer by the performer under the assignment agreement shall revert to the performer. (4) An agreement is void in so far as it purports to exclude or restrict the right to terminate an assignment agreement conferred by this section. (5) Where the performance of more than one performer is captured in a sound recording and more than one assignment agreement has been made in relation to that sound recording, subsection (3) shall not take effect until the last of the existing assignment agreements in relation to that sound recording has been terminated in accordance with subsection (2). (6) In this section and in sections 299B to 299E – 'assignment agreement' means an agreement between the performer and the producer by which the performer transfers or assigns one or more of the transmissible rights conferred on him or her by this Part to the producer; 'producer' means the person for the time being entitled to the copyright in the sound recording. **299D.** Sections 299A to 299C shall apply to assignment agreements in relation to sound recordings -	

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(a) in regard to which the rights of the performer and the producer would still have been protected on 1 November 2013, had the European Union (Term of Protection of Copyright and Certain Related Rights) (Directive 2011/77/EU) Regulations 2013 not come into operation on that date, or (b) that are created on or after 1 November 2013. **299E.** (1) Where an assignment agreement was made before 1 November 2013, it shall be deemed to continue in force, unless it clearly indicates otherwise, until the expiration of the rights of the performer under this Act that were transmitted pursuant to the assignment agreement, or until the assignment agreement is terminated pursuant to section 299A.	

Historical sources:

Original title: Copyright Act 1963

Source: http://www.irishstatutebook.ie/eli/1963/act/10/enacted/en/print#sched1 <last accessed: 17 October 2020> Includes no relevant provisions.

15. Italy

Original title: Legge 22 aprile 1941, n. 633 Protezione del diritto d'autore e di altri diritti connessi al suo esercizio, Pubblicata nella Gazz. Uff. 16 luglio 1941, n. 166.

Translated title: Law No 633 of 22 April 1941, Protection of copyright and other rights related to the exercise thereof, Published in Official Journal No 166 of 16 July 1941

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Version: 26 May 2019 (last consolidated version)

Source: Società Italiana degli Autori ed Editori (SIAE) available at: https://www.siae.it/sites/default/files/BG_Normativa_LeggeDirittoAutore.pdf <last accessed: 17 October 2020>

Translation: DeepL Translator

Art. 35 L'autore della parte letteraria non può disporne, per congiungerla ad altro testo musicale, all'infuori dei casi seguenti: 1) allorché, dopo che egli ha consegnato come testo definitivo il manoscritto della parte letteraria al compositore, questi non lo ponga in musica nel termine di cinque anni, se si tratta di libretto per opera lirica o per operetta, e, nel termine di un anno, se si tratta di ogni altra opera letteraria da mettere in musica; 2) allorché, dopo che l'opera è stata musicata e considerata dalle parti come pronta per essere eseguita o rappresentata, essa non è rappresentata o eseguita nei termini indicati	**Art. 35** The author of the literary part cannot dispose of it, in order to join it to other musical text, except for the following cases: 1) when, after he has delivered the manuscript of the literary part as final text to the composer, the composer does not put it into music within five years, if it is a libretto for opera or operetta, and, within one year, if it is any other literary work to be put into music; 2) when, after the opera has been set to music and considered by the parties as ready to be performed or performed, it is not performed or performed within the terms indicated in the	**Right of termination [exclusive to non- exclusive]** Concerns dramatic-musical works, musical compositions with words, choreographic and pantomime works. Trigger: no music added to a literary composition within **5 years** in case of a libretto for opera or operetta, or within **1 year** in case of other works. Trigger: lack of performance within the **agreed time** or other time when applicable. Trigger: lack of performance following the first performance for a period of **10 years** for an opera, operetta, oratorio and symphony, or for
nel numero precedente, salvo i maggiori termini che possono essere stati accordati per la esecuzione o rappresentazione ai sensi degli *artt. 139* e *141*;	previous number, except for the longer terms that may have been agreed for the performance or performance pursuant to Articles 139 and 141;	a period of **2 years** in case of other compositions. Author can **freely dispose of a work** and join it with other musical composition.

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3) allorché, dopo una prima rappresentazione od esecuzione l'opera cessi di essere rappresentata od eseguita per il periodo di dieci anni, se si tratta di opera lirica, oratorio, poema sinfonico od operetta o per il periodo di due anni, se si tratta di altra composizione.	3) when, after a first performance or performance, the work ceases to be performed or performed for the period of ten years, if it is an opera, oratorio, symphonic poem or operetta, or for the period of two years, if it is another composition.	
Il compositore nei casi previsti ai nn. 2 e 3 può altrimenti utilizzare la musica.	The composer in the cases provided for in nos. 2 and 3 may otherwise use the music.	
Art. 36 Nel caso previsto dal n. 1 dell'articolo precedente l'autore della parte letteraria ne riacquista la libera disponibilità, senza pregiudizio dell'eventuale azione di danni a carico del compositore.	**Art. 36** In the case provided for in no. 1 of the previous article, the author of the literary part regains free availability, without prejudice to any action for damages against the composer.	
Nei casi previsti dai nn. 2 e 3, e senza pregiudizio dell'azione di danni prevista nel comma precedente, il rapporto di comunione formatosi sull'opera già musicata rimane fermo, ma l'opera stessa non può essere rappresentata od eseguita che con il consenso di entrambi i collaboratori.	In the cases envisaged by nos. 2 and 3, and without prejudice to the action for damages envisaged in the previous paragraph, the relationship of communion formed on the work already set to music remains firm, but the work itself can only be performed or performed with the consent of both collaborators.	

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Art. 39 Se un articolo è inviato alla rivista o giornale, per essere riprodotto, da persona estranea alla redazione del giornale o della rivista e senza precedenti accordi contrattuali, l'autore riprende il diritto di disporre liberamente quando non abbia ricevuto notizia dell'accettazione nel termine di un mese dall'invio o quando la riproduzione non avvenga nel termine di sei mesi dalla notizia dell'accettazione. Trattandosi di articolo fornito da un redattore, il direttore della rivista o giornale ne può differire la produzione anche al di là dei termini indicati nel comma precedente. Decorso però il termine di sei mesi dalla consegna del manoscritto, l'autore può utilizzare l'articolo per riprodurlo in volume o per estratto separato, se si tratta di giornale, ed anche in altro periodico, se si tratta di rivista.	**Art. 39** If an article is sent to the journal or journal for reproduction by a person who is not a member of the editorial staff of the journal or journal and without prior contractual agreement, the author resumes the right to dispose freely when he has not received notice of acceptance within one month of sending it or when the reproduction does not take place within six months of the notice of acceptance. Since the article is provided by an editor, the editor of the magazine or journal may postpone its production even beyond the terms indicated in the previous paragraph. However, after six months from the delivery of the manuscript, the author may use the article to reproduce it in volume or in a separate excerpt, if it is a journal, and also in another periodical, if it is a journal.	**Limitation in exercise of rights** Concerns articles sent to periodicals or journals by other persons than members of the editorial staff. The author cannot dispose of an article until: 1) **1 month** passes without receiving the notice of acceptance, 2) **6 month** pass and the accepted article is not published.
Art. 50 Se il produttore non porta a compimento l'opera cinematografica nel termine di tre anni dal giorno della consegna della parte letteraria o musicale, o non fa proiettare l'opera compiuta entro i tre anni dal compimento, gli autori di	**Art. 50** If the producer does not complete the cinematographic work within three years from the day of delivery of the literary or musical part, or does not have the completed work shown within three years from its completion,	**Right of termination** Concerns literary and musical contributions to cinematographic works. Trigger: work not completed within **3 years** from the delivery or not distributed/shown within **3 years** from the completion of cinematographic works.

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dette parti hanno diritto di disporre liberamente dell'opera stessa.	the authors of those parts shall have the right to dispose freely of the work.	
Art. 84-ter Se, decorsi cinquanta anni dalla prima pubblicazione lecita del fonogramma o, in mancanza di tale pubblicazione, decorsi cinquanta anni dalla sua prima lecita comunicazione al pubblico, il produttore del fonogramma non mette in vendita un numero sufficiente di copie del fonogramma o non lo mette a disposizione del pubblico, su filo o senza filo, in maniera tale che ciascun membro del pubblico possa accedervi dal luogo e nel momento da esso scelti, l'artista, interprete o esecutore, può recedere dal contratto con cui l'artista ha trasferito o ceduto i suoi diritti di fissazione dell'esecuzione al produttore di fonogrammi. La rinuncia al diritto di recesso non produce effetti. Il diritto di recedere dal contratto di trasferimento o cessione di cui al primo comma può essere esercitato, se il produttore di fonogrammi, entro un anno dalla comunicazione dell'artista, interprete o esecutore, dell'intenzione di recedere dal contratto di trasferimento o cessione ai sensi del primo comma, non realizza entrambe le	**Art. 84-ter** If, 50 years after the first lawful publication of the phonogram or, failing such publication, 50 years after its first lawful communication to the public, the phonogram producer does not offer for sale a sufficient number of copies of the phonogram or does not make it available to the public, by wire or wireless means, in such a way that any member of the public can access it from a place and at a time chosen by it, the performer may terminate the contract whereby the performer has transferred or assigned his rights in the fixation of the performance to the phonogram producer. The waiver of the right of withdrawal shall have no effect. The right to terminate the contract on transfer or assignment referred to in the first subparagraph may be exercised if the phonogram producer, within one year of the communication by the performer of the intention to terminate the contract on transfer or assignment pursuant to the first	Implementation of the Term Directive.

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forme di utilizzazione di cui al medesimo comma. Qualora un fonogramma contenga la fissazione delle esecuzioni di una pluralità di artisti, interpreti o esecutori, essi possono recedere dai loro contratti di trasferimento o cessione con il consenso di tutti gli artisti, interpreti o esecutori, in conformità a quanto disposto dall'articolo 10. In caso di ingiustificato rifiuto di uno o più degli artisti, interpreti o esecutori, l'Autorità giudiziaria accerta il diritto di recesso da tutti i contratti di trasferimento o cessione da parte dei soggetti istanti. In caso di recesso dal contratto di trasferimento o cessione, decadono i diritti del produttore di fonogrammi sul fonogramma.	subparagraph, does not make both forms of use referred to in that subparagraph. Where a phonogram contains the fixation of the performances of a plurality of performers, they may terminate their contracts on transfer or assignment with the consent of all performers in accordance with Article 10. In the event of an unjustified refusal by one or more performers, the court shall determine the right of withdrawal from all contracts on transfer or assignment by the applicants. In case of withdrawal from the contract of transfer or assignment, the phonogram producer's rights to the phonogram shall lapse.	

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Art. 120 Se il contratto ha per oggetto opere che non sono state ancora create si devono osservare le norme seguenti: […] 2) senza pregiudizio delle norme regolanti i contratti di lavoro o di impiego, i contratti concernenti l'alienazione dei diritti esclusivi di autore per opere da crearsi non possono avere una durata superiore ai dieci anni;	**Art. 120** If the contract relates to works that have not yet been created, the following rules must be observed: […] (2) without prejudice to the rules governing contracts of employment or employment contracts, contracts concerning the alienation of exclusive copyrights for works to be created may not be for a period exceeding ten years;	**Max term of agreement** Concerns publishing contracts (edition contracts) for future works. Contract cannot be concluded for a period longer than **10 years**. Exceptions: employment contracts.

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Art. 122 Il contratto di edizione può essere "per edizione" o "a termine". […] Il contratto di edizione «a termine» conferisce all'editore di eseguire quel numero di edizioni che stima necessario durante il termine, che non può eccedere venti anni, e per il numero minimo di esemplari per edizione, che deve essere indicato nel contratto, a pena di nullità del contratto medesimo. Tale termine di venti anni non si applica ai contratti di edizione riguardanti: - enciclopedie, dizionari; - schizzi, disegni, vignette, illustrazioni, fotografie e simili, ad uso industriale; - lavori di cartografia; - opere drammatico-musicali e sinfoniche.	**Art. 122** The contract of edition can be "per edition" or "on term". […] The "on term" publishing contract gives the publisher the right to carry out the number of editions it considers necessary during the term, which may not exceed twenty years, and for the minimum number of copies per edition, which must be indicated in the contract, on pain of nullity of the contract. This term of twenty years does not apply to publishing contracts concerning: - encyclopaedias, dictionaries; - sketches, drawings, vignettes, illustrations, photographs and the like, for industrial use; - works of cartography; - dramatic-musical and symphonic works.	**Max term of agreement** Concerns publishing agreements “on term” (for a limited time). Contract cannot be concluded for a period longer than **20 years**. Exceptions: enumerated literary works.
Art. 124 Se più edizioni sono prevedute nel contratto, l'editore è obbligato ad avvisare l'autore dell'epoca presumibile dell'esaurimento dell'edizione in corso, entro un congruo termine, prima dell'epoca stessa.	**Art. 124** If several editions are provided for in the contract, the publisher is obliged to notify the author of the estimated time of the current edition's exhaustion, within a reasonable period of time, before that time. He must at the same time declare to the author whether or not he intends to proceed with a new edition.	**Right of termination** Concerns publishing contracts per edition, when more than one edition is envisaged. Trigger: publisher’s **refusal to publish a new edition**, or lack of publication of a new edition within **2 years** of publisher’s notification of intention to publish a new edition. Author is entitled to compensation of damages if the publisher fails to provide a reason for the lack of new edition.

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Egli deve contemporaneamente dichiarare all'autore se intende o no procedere ad una nuova edizione.		

Se l'editore ha dichiarato di rinunciare ad una nuova edizione o se, avendo dichiarato di voler procedere ad una nuova edizione, non vi procede nel termine di due anni dalla notifica di detta dichiarazione, il contratto si intende risoluto. L'autore ha diritto al risarcimento dei danni per la mancata nuova edizione se non sussistono giusti motivi da parte dell'editore.	If the publisher has declared that he is giving [up] a new edition or if, having declared that he wishes to proceed with a new edition, he does not do so within two years of notification of that declaration, the contract is terminated. The author is entitled to compensation for damages for failure to produce a new edition if the publisher fails to give reasons.	

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Art. 127 La pubblicazione o la riproduzione dell'opera deve aver luogo entro il termine fissato dal contratto; tale termine non può essere superiore a due anni, decorrenti dal giorno della effettiva consegna all'editore dell'esemplare completo e definitivo dell'opera. In mancanza di termini contrattuali, la pubblicazione o la riproduzione dell'opera deve aver luogo non oltre due anni dalla richiesta scritta fattane all'editore. L'Autorità giudiziaria può peraltro fissare un termine più breve quando sia giustificato dalla natura dell'opera e da ogni altra circostanza del caso.	**Art. 127** The publication or reproduction of the work must take place within the period fixed by the contract; this period may not exceed two years from the date of actual delivery of the complete and final copy of the work to the publisher. In the absence of contractual deadlines, publication or reproduction of the work must take place no later than two years after written request to the publisher. The Judicial Authority may also set a shorter deadline when justified by the nature of the work and any other circumstances of the case.	**Right of termination** Concerns publishing and performance agreements. Unwaivable Trigger: **lack of publication/performance** within 1) the agreed time, which might not exceed 2 years from delivery of complete work, 2) when time not specified in the contract, 2 years, or in case of dramatic-musical works 5 years, from a written request to the publisher, 3) time indicated by a court. **The court** might 1) give publisher/producer an **additional time** for publication/performance (a grace period) not exceeding half of original term, possibly under the condition of providing security; 2) limit the scope of termination to a **part of the agreement**.
È nullo ogni patto che contenga rinuncia alla fissazione di un termine o che contenga fissazione di un termine superiore al termine massimo sopra stabilito. Il termine di due anni non si applica alle opere collettive.	Any agreement which contains a waiver of the fixing of a term or which contains the fixing of a term exceeding the maximum term established above shall be null and void. The two-year period shall not apply to collective works.	Exception: collective works (2 year term does not apply).

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Art. 128 Se l'acquirente del diritto di pubblicazione o riproduzione non fa pubblicare o riprodurre l'opera nel termine concordato o in quello stabilito dal giudice, l'autore ha diritto di domandare la risoluzione del contratto.	**Art. 128** If the buyer of the right of publication or reproduction does not have the work published or reproduced within the agreed term or within the term established by the court, the author has the right to request termination of the contract.	
L'Autorità giudiziaria può accordare all'acquirente una dilazione, non superiore alla metà del termine, predetto, subordinandola, ove occorra, alla prestazione di idonea garanzia. Può altresì limitare la pronuncia di risoluzione soltanto ad una parte del contenuto del contratto.	The court may grant the buyer a period of grace, not exceeding half of the aforesaid term, subject, where necessary, to the provision of appropriate security. It may also limit the term of termination to only part of the content of the contract.	
Nel caso di risoluzione totale l'acquirente deve restituire l'originale dell'opera ed è obbligato al risarcimento dei danni a meno che provi che la pubblicazione o riproduzione è mancata malgrado la dovuta diligenza.	In the case of total termination, the purchaser must return the original of the work and is obliged to pay damages unless he proves that the publication or reproduction failed despite due diligence.	

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Art. 139 Per la rappresentazione dell'opera si applicano le norme degli *artt. 127* e *128*, meno per quanto riguarda il termine fissato al secondo comma dell'*art. 127* che viene elevato a cinque anni, quando si tratti di opere drammatico-musicali.	**Art. 139** For the performance of the work, the provisions of Articles 127 and 128 apply, less the time limit set out in the second paragraph of Article 127, which is raised to five years, in the case of dramaticmusical works.	
Art. 135 Il fallimento dell'editore non determina la risoluzione del contratto di edizione. Il contratto di edizione è tuttavia risolto se il curatore, entro un anno dalla dichiarazione del fallimento, non continua l'esercizio dell'azienda editoriale o non la cede ad un altro editore nelle condizioni indicate nell'*art. 132*.	**Art. 135** The bankruptcy of the publisher shall not result in the termination of the publishing contract. However, the publishing contract shall be terminated if the publisher, within one year of the declaration of bankruptcy, does not continue to operate the publishing company or does not transfer it to another publisher under the conditions specified in Art. 132.	**Termination** Concerns publishing agreements. Trigger: bankruptcy of a publisher when the publishing activity is not resumed within a period of **2 years** from the declaration of bankruptcy.
Art. 140 Se il cessionario del diritto di rappresentazione trascura, nonostante la richiesta dell'autore, di ulteriormente rappresentare l'opera dopo una prima rappresentazione, od un primo ciclo di rappresentazioni, l'autore della parte musicale o letteraria che dimostri la colpa del cessionario, ha diritto di chiedere la risoluzione del contratto, con le conseguenze stabilite nel terzo comma dell'*art. 128*.	**Art. 140** If the assignee of the right of performance neglects, despite the author's request, to further represent the work after a first performance, or a first cycle of performances, the author of the musical or literary part that proves the fault of the assignee, has the right to request the termination of the contract, with the consequences set forth in the third paragraph of art. 128.	**Right of termination** Concerns performance agreements. Trigger: **lack of further performances**, after the initial performance or cycle of performances, despite author's request. Right of termination can be exercised by the author of a literary or musical part of the performance, when she proves that the reasons for lack of further exploitation lie with the producer/assignee.

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16. Latvia

Original title: Autortiesību likums (2000)

Translated title: Copyright Act (2000) Version :

13 December 2018 (last amendment)

Source: Likumi.lv available at: https://likumi.lv/doc.php?id=5138 <last accessed 16 October 2020>

Translation: provided by the State Language Centre available at https://likumi.lv/ta/en/en/id/5138 <last accessed 16 October 2020>

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44.pants. Licences līguma vai licences termiņš (1) Laiks, uz kādu noslēgts licences līgums vai izsniegta licence, tiek noteikts, pusēm vienojoties. (2) Ja noslēgtais licences līgums vai izsniegtā licence nav ierobežoti laika ziņā, autors vai cits autortiesību subjekts var izbeigt licences līgumu vai atsaukt licenci, sešus mēnešus iepriekš paziņojot uzteikumu. (3) Licences līgumā vai licencē iekļautais noteikums par autora atteikšanos no šā panta otrajā daļā paredzētajām tiesībām nav spēkā.	**Section 44. Term of a Licensing Agreement or a Licence** (1) The term for which a licensing agreement is entered into or for which a licence is issued shall be determined by agreement of the parties. (2) If a licensing agreement which has been entered into or a licence which has been issued is not restricted as to time, the author or other rightsholder may terminate the licensing agreement or revoke the licence, giving a notice six months in advance. (3) A provision in a licensing agreement or a licence according to which the author relinquishes the rights specified in Paragraph two of this Section is void.	**Right of termination/Default term** If no term agreed, the rightsholder can terminate the licence with 6 months' notice.

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48.pants. Izpildītāju tiesības […] (9) Ja fonogrammas producents nepiedāvā nopirkt fonogrammas kopijas pietiekamā daudzumā vai nenodrošina fonogrammas pieejamību sabiedrībai pa vadiem vai citādā veidā tādējādi, ka tai var piekļūt individuāli izraudzītā vietā un individuāli izraudzītā laikā, izpildītājam, paziņojot par to 12 mēnešus iepriekš, ir tiesības izbeigt līgumu, ar kuru tas ir nodevis fonogrammas producentam tiesības uz sava izpildījuma fiksāciju, ja tiek izpildīti visi šādi nosacījumi: 1) ir pagājuši 50 gadi pēc fonogrammas likumīgas publicēšanas vai likumīgas publiskošanas, ja fonogramma nav publicēta; 2) fonogrammas producents 12 mēnešu laikā pēc tam, kad izpildītājs tam ir paziņojis par nodomu izbeigt līgumu, nepiedāvā nopirkt fonogrammas kopijas pietiekamā daudzumā un nenodrošina fonogrammas pieejamību sabiedrībai pa vadiem vai citādā veidā tādējādi, ka tai var piekļūt individuāli izraudzītā vietā un individuāli izraudzītā laikā.	**Section 48. Rights of Performers** […] (9) If the phonogram producer does not offer copies of the phonogram for sale in sufficient quantity or does not make it available to the public, by wire or wireless means, in such a way that it could be accessible from a place individually chosen and at a time individually chosen, the performer has the right to terminate a contract by which he or she has transferred to the phonogram producer the right to fixation of his or her performance, notifying thereof 12 months in advance, if all of the following conditions are met: 1) 50 years have passed since lawful publishing or lawful communication to the public of the phonogram, if the phonogram has not been published; 2) within 12 months after the performer has notified the phonogram producer regarding his or her intention to terminate the contract, the phonogram producer does not offer copies of the phonogram for sale in sufficient quantity and does not make it available to the public, by wire or wireless means, in such a way that it could be accessible from a place individually chosen and at a time individually chosen.	Implementation of the Term Directive.

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(10) Ja izpildītājs šā panta devītajā daļā noteiktajā kārtībā izbeidz līgumu, ar kuru tas ir nodevis fonogrammas producentam tiesības uz sava izpildījuma fiksāciju, fonogrammas producenta tiesības uz fonogrammu izbeidzas. Izpildītāja un fonogrammas producenta vienošanās par to, ka izpildītājs atsakās no tiesībām izbeigt līgumu, ar kuru izpildītājs ir nodevis fonogrammas producentam tiesības uz sava izpildījuma fiksāciju, nav spēkā.	(10) If the performer terminates a contract in accordance with the procedures laid down in Paragraph nine of this Section, by which he or she has transferred to the phonogram producer the right to fixation of his or her performance, the right of the phonogram producer to the phonogram shall expire. An agreement of the performer and the phonogram producer regarding the performer refusing the right to terminate a contract, by which the performer has transferred to the phonogram producer the right to fixation of his or her performance, shall be null and void.	
(11) Ja fonogrammā fiksēti vairāku izpildītāju izpildījumi, šā panta devītajā daļā noteiktās tiesības izbeigt līgumu ar fonogrammas producentu izpildītāji var īstenot tikai kopīgi, tai skaitā ar kopīga pārstāvja starpniecību. Neviens izpildītājs nevar bez pietiekama pamatojuma atteikt pārējiem izpildītājiem, kuru izpildījumi fiksēti fonogrammā, izlietot šā panta devītajā daļā noteiktās tiesības izbeigt līgumu.	(11) If performances of a plurality of performers are fixed in a phonogram, performers may exercise the right laid down in Paragraph nine of this Section to terminate a contract with the phonogram producer jointly only, including with the intermediation of a joint representative. None of performers may refuse, without sufficient justification, other performers whose performances are fixed in the phonogram to exercise the right laid down in Paragraph nine of this Section to terminate a contract	

Historical sources:

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Original title: Latvijas Republikas Augstākās Padomes un Valdības Ziņotājs (1993) Translated title:

Law of the Republic of Latvia On Copyright and Neighbouring Rights (1993)

Source: Likumi.lv available at: https://likumi.lv/ta/id/56878-par-autortiesibam-un-blakustiesibam <last accessed 16 October 2020> Translation: Google Translate

36. pants. Autora līguma termiņš (1) Laiks, uz kādu izdota licence, tiek noteikts, pusēm vienojoties. (2) Ja piešķirtā licence līgumā nav ierobežota laika ziņā, autors tādu līgumu jebkurā brīdī var lauzt, par to rakstveidā brīdinot otru . pusi sešus mēnešus pirms līguma laušanas. (3) Nav atļauts autora līgumā iekļaut noteikumu par autora atteikšanos no šā panta otrajā daļā paredzētajām tiesībām.	**Article 36. Term of the author's agreement** (1) The period for which a license is issued shall be determined by agreement of the parties. (2) If the granted license is not limited in time in the contract, the author may terminate such contract at any time by notifying the other thereof in writing. half six months before the termination of the contract. (3) It is not permitted to include in the author's agreement a provision regarding the waiver of the author's rights provided for in Paragraph two of this Section.	**Right of termination/Default term** If no term agreed, the rightsholder can terminate the licence with 6 months' notice.

17. Lithuania

Original title: Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymas 1999 m. gegužės 18 d. Nr. VIII-1185 Translated title:

Copyright Act 1999 Republic of Lithuania Law on Copyright and Related Rights 18 May 1999 No VIII-1185 Version: 1 July 2019 (last amendment)

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Source: Teisės aktų registras (Register of Legal Acts) available at: https://www.e-tar.lt/portal/en/legalAct/TAR.551F0CDE5B64/asr <last accessed 16 October
2020>

Translation: provided by the Ministry of Culture available at: http://lrkm.lrv.lt/uploads/lrkm/documents/files/Copyright%20law.pdf (version valid on 1 Jane 2016)
<last accessed 16 October 2020>; Google Translate for subsequent amendments (16 December 2014 law no. XII-1460; 22 December 2015 law no. XII-2237; 22 December 2015 law no. XII-2238; 20 September 2016 law no. XII-2617; 3 November 2016 law no. XII-2708; 29 June 2017 law no.
XIII-552; 8 November 2018 law no. XIII-1612; 11 December 2018 law no. XIII-1758; 20 December 2018 law no. XIII-1840)

9 straipsnis. Autorių teisės į kūrinius, sukurtus atliekant tarnybines pareigas ar darbo funkcijas 1. Kūrinio, sukurto atliekant tarnybines pareigas ar darbo funkcijas, autorius yra fizinis asmuo ar fizinių asmenų grupė, sukūrę kūrinį. 2. Turtinės autorių teisės į kūrinį, kurį sukūrė darbuotojas atlikdamas tarnybines pareigas ar darbo funkcijas, išskyrus kompiuterių programas, 5 metams pereina darbdaviui, jeigu kitaip nenustatyta sutartyje.	**Article 9. Copyright in a Work Created in the Execution of Official Duties or Fulfilment of Work Functions** 1. The author of a work created in the execution of his duties or fulfilment of work functions shall be a natural person or a group of natural persons who have created that work. 2. An author's economic rights in a work, other than a computer programme, created by an employee in the execution of his duties or fulfilment of work functions shall be transferred to the employer for the period of five years, unless otherwise provided for by an agreement.	**Work for hire/ reversion** Rights revert back to the employee after a period of **5 years**. Exception: computer programs.

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40 straipsnis. Autorinių sutarčių sąlygos […] 2. Preziumuojama, kad pagal autorinę sutartį perduodama tik tiek autorių teisių, kiek jų reikia konkrečios sutarties tikslams pasiekti. Jeigu autorinėje sutartyje nenurodytas turtinių teisių perdavimo ar suteikimo terminas, sutarties šalis gali nutraukti autorinę sutartį prieš vienerius metus raštu pranešusi kitai šaliai apie sutarties nutraukimą. Jeigu autorinėje sutartyje nenurodyta galiojimo teritorija, laikoma, kad turtinės teisės yra perduotos ar suteiktos Lietuvos Respublikos teritorijoje.	**Article 40. Terms and Conditions of Copyright Agreements** […] 2. It shall be presumed that under a copyright agreement only as many rights are transferred as are necessary for the accomplishment of the purposes of a concrete agreement. If a copyright agreement does not specify the time limits of transfer or granting of the economic rights, a party to the agreement may terminate the agreement by informing in writing the other party of the termination thereof one year in advance. If a copyright agreement does not indicate the territory covered, it shall be considered that the economic rights are transferred or granted within the territory of the Republic of Lithuania.	**Right of termination/Default term** Absent provisions on term in the contract, a party can terminate the agreement with a **one- year notice** in writing.
45 straipsnis. Kūrinio išleidimas knyga […] 3. Jeigu leidėjas per penkerius metus nuo kūrinio perdavimo neišleido kūrinio visomis leidybos sutartyje nurodytomis kalbomis, autorius gali nutraukti sutartį dėl kūrinio išleidimo likusiomis kalbomis.	**Article 45. Publishing of A Work as a Book** […] 3. If the publisher does not publish a work in all the languages stipulated in the publishing agreement within five years from the transfer of the work, the author may terminate the agreement on the publication of the work in the remaining languages.	**Right of termination** Concerns publishing agreements. Trigger: lack of publication of work in **all languages** stipulated in the contract within a period of **5 years** following the transfer of work.

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4. Šio straipsnio 3 dalis taikoma ir užsienio autorių kūrinių vertimams į lietuvių bei kitas kalbas.	4. Paragraph 3 of this Article shall apply to translations of works of foreign authors into the Lithuanian and other languages.	
46 straipsnis. Leidėjo pareigos pagal leidybos sutartį 1. Pagal leidybos sutartį leidėjas privalo: 1) išleisti kūrinį sutartu būdu ir forma per sutartyje nustatytą terminą be pakeitimų, kuriems autorius nepritarė, ir ant kiekvieno išleisto kūrinio egzemplioriaus nurodyti autoriaus vardą arba autoriaus nurodytą pseudonimą ar kitą autorių identifikuojančią informaciją; […] 3. Jeigu kūrinys nebuvo išleistas per sutartyje nustatytą terminą, autorius gali nutraukti sutartį net ir tais atvejais, kai nėra leidėjo kaltės. Sumokėtas pagal sutartį autorinis atlyginimas tokiu atveju lieka autoriui. Autorius, patyręs nuostolių, kurių šis autorinis atlyginimas nepadengia, gali prašyti atlyginti šiuos nuostolius.	**Article 46. Publisher's Duties under the Publishing Agreement** 1. Under the publishing agreement, the publisher must: 1) publish a work in an agreed mode and form within the time limits set in the agreement, without any alterations lacking author's consent, and indicate on each copy of the published work the author's name or pseudonym indicated by the author, or any other information identifying the author; […] 3. If a work was not published within the time limits stipulated in the agreement, the author may terminate the agreement even in the cases when this happened through no fault of the publisher. In this case the remuneration paid to the author under the agreement shall be left to the author. The author, who incurred losses which the remuneration fails to cover, may claim damages.	**Right of termination** Concerns publishing agreements. Trigger: **lack of publication of work within the agreed time**. Applies also when the reasons for the lack of publication do not lie with the publisher. Author keeps the right to remuneration, but only remuneration already paid. Author has the right to damages, in case the remuneration paid does not cover losses she occurred.

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47 straipsnis. Autoriaus pareigos pagal leidybos sutartį Pagal leidybos sutartį autorius privalo: […] 3) be leidėjo rašytinio leidimo neperduoti ar nesuteikti teisių į sutartyje nurodytą kūrinį ar jo dalį tretiesiems asmenims, t. y. neleisti panaudoti jį tuo pačiu būdu per sutartyje nustatytą terminą, o jeigu toks terminas nenustatytas, – trejus metus nuo kūrinio išleidimo datos. *Straipsnio numeracijos pakeitimas:*	**Article 47. Author's Duties under the Publishing Agreement** Under the publishing agreement an author: […] 3) must not, without a written consent of the publisher, transfer or grant the third persons the right to a work or part thereof, stipulated in the agreement, i.e. must not permit the use of the work in the same manner within the period of time set in the agreement, and if such period of time is not set in the agreement – within three years from the date of the publication of the work.	**Publishers' monopoly/default term of an agreement/exclusive to non-exclusive** Author cannot permit the use of her work in the same manner as described in the publishing agreement, for a period of **3 years following the publication**, or other period of time stipulated in the agreement.
59[1] straipsnis. Atlikėjų teisė nutraukti teisių perdavimo ar suteikimo sutartis 1. Jeigu praėjus 50 metų po to, kai fonograma buvo teisėtai išleista arba neišleista fonograma buvo viešai teisėtai paskelbta, fonogramos gamintojas ar jo teisių perėmėjas neišleidžia į apyvartą pakankamo visuomenės poreikiams patenkinti parduoti skirtų fonogramų kopijų skaičiaus arba nepadaro fonogramų viešai prieinamų laidais arba bevielio ryšio priemonėmis tokiu būdu, kad visuomenės nariai galėtų jas pasiekti individualiai pasirinktoje vietoje ir pasirinktu laiku, atlikėjas	**Article 59[1]. Right of Performers to Terminate Contracts on Transfer or Assignment of Rights** 1. If, 50 years after the phonogram was lawfully published or, failing such publication, 50 years after it was lawfully communicated to the public, the phonogram producer or his successor in title does not offer copies of the phonogram for sale in sufficient quantity or does not make it available to the public, by wire or wireless means, in such a way that members of the public may access it from a place and at a time individually chosen by them, the performer may, in accordance with paragraph	Implementation of the Term Directive.

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gali šio straipsnio 2 dalyje nustatyta tvarka nutraukti teisių perdavimo ar suteikimo sutartį. 2. Teisių perdavimo ar suteikimo sutartis gali būti nutraukta, jeigu per vienus metus nuo atlikėjo rašytinio pranešimo apie ketinimą nutraukti sutartį išsiuntimo dienos fonogramų gamintojas ar jo teisių perėmėjas nepradeda naudoti fonogramos šio straipsnio 1 dalyje nurodytais būdais. Kai fonogramoje įrašytas kolektyvo (choro, ansamblio, orkestro ir pan.) atlikimas, teisę nutraukti teisių perdavimo ar suteikimo sutartį įgyvendina kolektyvo įgaliotas atstovas, o kai įgaliojimo nutraukti teisių perdavimo ar suteikimo sutartį nėra, – kolektyvo vadovas. 3. Šio straipsnio 1 dalyje nurodyta atlikėjų teisė nutraukti teisių perdavimo ar suteikimo sutartį yra neatšaukiama. Sutartys dėl šios teisės atsisakymo negalioja.	2 of this Article, terminate the contract on transfer or assignment of the rights. 2. The contract on transfer or assignment of the rights may be terminated if the phonogram producer or his successor in title, within a year from the date of dispatch of the written notification by the performer of his intention to terminate the contract, fails to carry out any of the acts of exploitation referred to in paragraph 1 of this Article. Where a phonogram contains the fixation of the performances of a group (choir, ensemble, orchestra, etc.), the right to terminate its contract on transfer or assignment of the rights shall be implemented by a representative authorised by the group, and in the absence of authorisation to terminate the contract on transfer or assignment of the rights, by the leader of the group. 3. The right of performers to terminate a contract on transfer or assignment of the rights specified in paragraph 1 of this Article may not be waived. Waiver agreements shall be deemed invalid.	

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18. Luxembourg

Original title: Loi du 18 avril 2001 sur les droits d'auteur, les droits voisins et les bases de données Translated

title: Law of 18 April 2001 on Copyright, Neighbouring Rights and Databases

Source: Journal officiel du Grand-Duché de Luxembourg available at: http://www.legilux.lu/eli/etat/leg/loi/2001/04/18/n2/jo <last accessed 16 October 20202>

Version: 3 April 2020 (last amendment)

Translation: DeepL Translator

Art. 15. Le contrat d'édition doit mentionner le premier tirage ainsi que la date à laquelle les exemplaires de ce premier tirage seront mis sur le marché. Ce délai ne peut excéder une durée raisonnable à dater de l'acceptation de l'oeuvre à éditer. Cette acceptation doit intervenir dans les douze mois de la signature du contrat, faute de quoi l'auteur peut résilier immédiatement le contrat d'édition par pli recommandé à la poste.	**Art. 15.** The publishing contract must mention the first print run as well as the date on which the copies of this first print run will be put on the market. This period may not exceed a reasonable period from the date of acceptance of the work to be published. Such acceptance must take place within twelve months of the signing of the contract, failing which the Author may immediately terminate the publishing contract by registered letter sent by post.	**Right of termination** Concerns publishing agreements. Trigger: lack of acceptance of work within **12 months** following the delivery. To terminate, the author needs to send a registered letter to the publisher.
Art. 14. Constitue un contrat d'édition, le contrat par lequel l'auteur charge l'éditeur, sous la responsabilité financière de ce dernier, d'assurer la publication et la distribution publique d'exemplaires corporels de son oeuvre littéraire, musicale ou graphique.	*Re publishing agreement:* **Art. 14**. A publishing contract is a contract by which the author charges the publisher, under the financial responsibility of the latter, to ensure the publication and public distribution of tangible copies of his literary, musical or graphic work.	

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Art. 16. Dans le cas où l'ouvrage est épuisé, l'auteur peut mettre fin au contrat d'édition et récupérer ses droits si son ouvrage n'est pas disponible sur le marché dans un délai de 12 mois qui suit l'envoi recommandé qu'il aura adressé à l'éditeur, le mettant en demeure de rééditer son ouvrage épuisé.	**Art. 16.** Where the work is out of print, the author may terminate the publishing contract and recover his rights if his work is not available on the market within a period of 12 months following the registered letter that he has sent to the publisher, giving him formal notice to republish his out of print work.	**Right of termination** Concerns publishing agreements. Trigger: lack of publication of work after the work went out of print, within **12 months** following a written notice from the author. Notice needs to be sent a registered letter.
Art. 17. En cas de faillite, d'octroi d'un concordat, de mise en liquidation ou de décès de l'éditeur, l'auteur peut résilier immédiatement le contrat d'édition par pli recommandé à la poste. Tous les exemplaires, copies ou reproductions qui font l'objet des droits d'auteurs doivent être offerts à l'achat à l'auteur par priorité, moyennant un prix qui, en cas de désaccord, est déterminé par le tribunal. L'auteur perd son droit de priorité s'il n'a pas fait connaître au curateur ou au liquidateur sa volonté d'en faire usage dans les 30 jours de la réception de l'offre.	**Art. 17** In the event of bankruptcy, the granting of an arrangement, liquidation or death of the publisher, the author may immediately terminate the publishing contract by registered mail. All copies, duplicates or reproductions that are subject to copyright shall be offered for purchase to the author as a matter of priority, at a price which, in the event of disagreement, shall be determined by the court. The author loses his right of priority if he has not made known to the curator or liquidator his wish to make use of it within 30 days of receipt of the offer.	**Right of termination** Concerns publishing agreements. Trigger: 1) bankruptcy, 2) "granting of arrangement", 3) liquidation, 4) death of the publisher. To terminate, the author needs to send a registered letter.
Section 4 – Le contrat de représentation **Art. 19.** 1. Le contrat de représentation de spectacles vivants doit être conclu pour une durée limitée ou pour un nombre déterminé de communications au public.	**Section 4 - The agency agreement** **Art. 19** (1) Contracts for the performance of live performances must be concluded for a limited period or for a specified number of communications to the public.	**Max duration of an agreement** Concerns agency agreements for performance of live performances. Max term is **3 years**.

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2. La licence exclusive accordée par un auteur à un organisateur de spectacles vivants ne peut valablement excéder 3 ans. 3. Le bénéficiaire d'un contrat de représentation de spectacles vivants ne peut céder en tout ou en partie celui-ci à un tiers sans l'assentiment de l'auteur, sauf en cas de cession concomitante de tout ou partie de son entreprise.	2. The exclusive license granted by an author to an organizer of live performances may not validly exceed three years. 3. The beneficiary of a contract for the performance of live performances may not assign it in whole or in part to a third party without the consent of the author, except in the case of the concomitant assignment of all or part of his business.	
Art. 45. […] 2*bis*. Si, 50 ans après que le phonogramme a fait l'objet d'une publication licite ou, faute de cette publication 50 ans après qu'il a fait l'objet d'une communication licite au public, le producteur de phonogrammes n'offre pas à la vente des exemplaires du phonogramme en quantité suffisante ou ne le met pas à la disposition du public, par fil ou sans fil, de manière que les membres du public puissent y avoir accès de l'endroit et au moment qu'ils choisissent individuellement, l'artiste interprète ou exécutant peut résilier le contrat par lequel l'artiste interprète ou exécutant a transféré ou cédé ses droits sur la fixation de son exécution à un producteur de phonogrammes.	**Art. 45** […] 2*bis*. If, 50 years after the phonogram has been lawfully published or, in the absence of such publication, 50 years after it has been lawfully communicated to the public, the producer of phonograms does not offer for sale copies of the phonogram in sufficient quantity or does not make it available to the public, by wire or wireless means, so that members of the public may access them from a place and at a time individually chosen by them, the performer may terminate the contract by which the performer has transferred or assigned his or her rights in the fixation of his or her performance to a phonogram producer.	Implementation of the Term Directive.

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Le droit de résilier ce contrat de transfert ou de cession peut être exercé si le producteur, dans un délai de un an à compter de la notification par l'artiste interprète ou exécutant de son intention de résilier ce contrat conformément à la phrase précédente, n'accomplit pas les deux actes d'exploitation visés dans ladite phrase. L'artiste interprète ou exécutant ne peut pas renoncer à ce droit de résiliation. Si un phonogramme contient la fixation de plusieurs artistes interprètes ou exécutants ceuxci peuvent résilier leurs contrats de transfert ou de cession conformément aux dispositions de la présente loi et du droit commun. Si le contrat de transfert ou de cession est résilié en application du présent paragraphe, les droits du producteur de phonogrammes sur le phonogramme expirent.	The right to terminate such transfer or assignment contract may be exercised if the producer, within a period of one year from the notification by the performer of his intention to terminate the contract in accordance with the preceding sentence, fails to perform the two acts of exploitation referred to in that sentence. The performer may not waive this right of termination. If a phonogram contains the fixation of several performers, the latter may terminate their contracts of transfer or assignment in accordance with the provisions of this Law and ordinary law. If the contract of transfer or assignment is terminated under this paragraph, the rights of the phonogram producer in the phonogram shall expire.	

19. Malta

Original title: Kapitolu 415 att dwar id-drittijiet tal-awtur/Chapter 415 Copyright Act (2000)

Source: Legislation Malta available at: https://legislation.mt/eli/cap/415/eng/pdf <last accessed 16 October 2020> Includes no relevant provisions.

This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 870626

Original title: 415.04 Regolamenti dwar l-Estensjoni tal-Perjodu ta' Protezzjoni (Drittijiet Vičini)/Subsidiary Legislation 415.04 Extension to Term of Protection (Neighbouring Rights) Regulations (2014)

Source: Legislation Malta available at: https://legislation.mt/eli/sl/415.4/eng/pdf <last accessed 16 October 2020>

7. (1) If, fifty years after the sound recording was lawfully published or, failing such publication, fifty years after it was lawfully communicated to the public, the producer of a sound recording does not: (a) offer copies of the sound recording for sale in sufficient quantity; or (b) make it available to the public, by wire or wireless means, in such a way that members of the public may access it from a place and at a time individually chosen by them, the performer may terminate the contract by which the performer has transferred or assigned his rights in the fixation of his performance to a producer of a sound recording. (2) The right to terminate the contract of transfer or assignment may be exercised if the producer of a sound recording, within a year from the notification by the performer of his intention to terminate the contract of transfer or assignment pursuant to subregulation (1), fails to carry out both of the acts of exploitation referred to in that sub-regulation.	Implementation of the Term Directive.

(3) The right to terminate as contained in this regulation may not be waived by the performer. (4) In the event that the contract of transfer or assignment is terminated pursuant to this regulation, the rights of the producer of a sound recording in the sound recording shall expire.	

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20. Netherlands

Original title: Wet van 23 september 1912, houdende nieuwe regeling van het auteursrecht (Auteurswet 1912) Translated title:

Copyright Act 1912

Version: 11 October 2018 (last amendment)

Source: Overheid.nl available at https://wetten.overheid.nl/BWBR0001886/2018-10-11 <last accessed 16 October 2020> Translation: DeepL Translator

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Artikel 25e **1.** De maker kan de overeenkomst geheel of gedeeltelijk ontbinden indien de wederpartij het auteursrecht op het werk niet binnen een redelijke termijn na het sluiten van de overeenkomst in voldoende mate exploiteert of, na het aanvankelijk verrichten van exploitatiehandelingen, het auteursrecht niet langer in voldoende mate exploiteert. De voorgaande zin is niet van toepassing indien het aan de maker is toe te rekenen dat het auteursrecht binnen de termijn niet in voldoende mate wordt geëxploiteerd of indien de wederpartij een zodanig zwaarwichtig belang heeft bij instandhouding van de overeenkomst dat het belang van de maker daarvoor naar maatstaven van redelijkheid en billijkheid moet wijken.	**Article 25e** 1. The author may dissolve the agreement in whole or in part if the other party does not exploit the copyright to the work to a sufficient extent within a reasonable period of time after the conclusion of the agreement or, after the initial performance of exploitation acts, no longer exploits the copyright to a sufficient extent. The foregoing sentence does not apply if it is attributable to the creator that the copyright is not sufficiently exploited within the term or if the other party has such an overriding interest in maintaining the agreement that the creator's interest must deviate according to standards of reasonableness and fairness.	**Right of termination** Unwaivable Trigger: 1) **lack of exploitation** of work in a **sufficient extent** within a reasonable time following conclusion of the agreement; 2) lack of exploitation of work **following its initial exploitation**. Creator needs to set, in writing, a **reasonable term** to exploit the work in a sufficient extent. On request of the creator, the other party makes **a statement in writing on the scope of exploitation** of work during the additional, reasonable period. Agreement is terminated when 1) other party to the agreement does not exploit the work to a sufficient extent within the additional reasonable time; **and** 2) creator makes a written statement of termination or on

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2. Indien het auteursrecht aan meerdere makers toebehoort en de bijdrage van de maker geen scheidbaar werk vormt, kan de maker de overeenkomst alleen ontbinden met instemming van de andere makers. Indien een maker zijn instemming onthoudt en de overige makers hierdoor onevenredig worden benadeeld, kan de ontbinding van de overeenkomst uitsluitend in rechte geschieden. **3.** Voorzover exploitatie door de wederpartij niet blijvend onmogelijk is, ontstaat de bevoegdheid tot ontbinding van de overeenkomst pas nadat de maker aan de wederpartij schriftelijk een redelijke termijn heeft gegund het werk alsnog in voldoende mate te exploiteren en exploitatie binnen deze termijn uitblijft. **4.** Op verzoek van de maker verstrekt de wederpartij voor het verstrijken van de termijn bedoeld in het derde lid hem een schriftelijke opgave van de omvang van de exploitatie. **5.** In overeenstemming met artikel 6:267 BW vindt ontbinding van de overeenkomst plaats door een schriftelijke verklaring van de maker aan de wederpartij. Op vordering van de maker	2. If the copyright belongs to more than one creator and the creator's contribution does not constitute a severable work, the creator may only dissolve the agreement with the consent of the other creators. If a creator withholds his consent and the other creators are disproportionately disadvantaged as a result, the dissolution of the agreement can only take place at law. 3. Insofar as exploitation by the other party is not permanently impossible, the authority to dissolve the agreement shall only arise after the creator has granted the other party in writing a reasonable period of time to exploit the work to a sufficient extent after all, and exploitation does not take place within this period of time. 4. At the request of the maker, the other party shall provide him with a written statement of the scope of exploitation before the expiry of the period referred to in the third paragraph. 5. In accordance with Section 6:267 of the Dutch Civil Code, the agreement shall be dissolved by a written statement from the maker to the other party. At the maker's	creator's request, the court declares termination. **Creator has a right to damages**. Court, at the creator's request, can set **a reasonable amount of the reimbursement** for the creator, when the other party to the agreement is not transferring back rights within a reasonable time. Additional conditions for the co-authored and collective works: When creator's contribution is **non-severable**, the exercise of right requires **consent of all creators**. The court decides on the termination of agreement, when the creator withholds consent, and other creators are disproportionately disadvantaged. In case the other party to the agreement transferred her rights to a third party, **agreement can also be terminated with this third party**. Creator needs to notify the third party of a termination in writing as soon as possible. Exceptions: 1) reasons for lack of exploitation lie with the creator; 2) interest of another party

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kan de ontbinding van de overeenkomst ook door de rechter worden uitgesproken.	request, the dissolution of the agreement may also be pronounced by the court.	overrides that of creator according to standard of fairness and reasonableness.
6. Indien het auteursrecht door de wederpartij van de maker is overgedragen aan een derde, kan de maker zijn uit de ontbinding voortvloeiende rechten ook tegen deze derde geldend maken, nadat hij deze zo spoedig mogelijk schriftelijk van de ontbinding mededeling heeft gedaan.	6. If the copyright has been transferred from the maker to a third party by the other party, the maker may also enforce his rights arising from the dissolution against this third party after he has notified the other party of the dissolution in writing as soon as possible.	
7. Indien de wederpartij of de derde niet binnen een hem gestelde redelijke termijn tot teruglevering van het auteursrecht overgaat, kan de rechter op vordering van de maker een in de gegeven omstandigheden redelijk bedrag vaststellen dat de wederpartij dan wel de derde aan de maker dient te vergoeden, naast de mogelijk aan de maker verschuldigde schadevergoeding.	7. If the other party or the third party fails to return the copyright within a reasonable term set by the other party or the third party, the court may, at the maker's request, set a reasonable amount, in the given circumstances, that the other party or the third party must reimburse to the maker, in addition to any damages owed to the maker.	
Artikel 25h **1.** Van het bepaalde in dit hoofdstuk kan door de maker geen afstand worden gedaan.	**Article 25h** 1. The provisions of this chapter cannot be waived by the maker.	

Original title: Wet van 18 maart 1993, houdende regelen inzake de bescherming van uitvoerende kunstenaars, producenten van fonogrammen of van eerste vastleggingen van films en omroeporganisaties

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Translated title: Act of 18 March 1993 regulating the protection of performers, producers of phonograms or first fixations of films and broadcasting organisations Version: 11 October 2018 (last amendment)

Source: Overheid.nl available at: https://wetten.overheid.nl/BWBR0005921/2018-10-11 <last accessed 16 October 2020> Translation: DeepL Translator

Artikel 2b Hoofdstuk 1a van de Auteurswet is van overeenkomstige toepassing op de uitvoerende kunstenaar.	**Article 2b** Chapter 1a of the Copyright Act applies mutatis mutandis to the performing artist.	Implementation of the Term Directive. No special provision, general right to terminate included in art 25e of the Copyright Act applicable to performers.
Artikel 12 […] 4. De rechten van producenten van fonogrammen vervallen door verloop van 70 jaren te rekenen van de 1e januari van het jaar, volgend op dat waarin het fonogram is vervaardigd. Indien binnen deze termijn het fonogram op rechtmatige wijze in het verkeer is gebracht, vervallen de rechten door verloop van 70 jaren te rekenen van de 1e januari van het jaar, volgende op dat waarin het fonogram voor het eerst op rechtmatige wijze in het verkeer is gebracht. Indien het fonogram binnen de in de vorige zin bedoelde termijn niet op rechtmatige wijze in het verkeer is gebracht maar wel	**Article 12** […] 4. The rights of phonogram producers shall expire with the expiry of 70 years from the 1st January of the year following that in which the phonogram was made. If, within this period, the phonogram has been lawfully put into circulation, rights shall expire upon expiry of 70 years running from the first of January of the year following that in which the phonogram was lawfully put into circulation for the first time. If, within the period referred to in the previous sentence, the phonogram has not been lawfully put into circulation but published, the rights shall expire 70 years from the date on which the	

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openbaar is gemaakt, vervallen de rechten 70 jaar na de datum waarop het fonogram voor het eerst is openbaar gemaakt. Indien een uitvoerend kunstenaar na verloop van vijftig jaar nadat het fonogram openbaar is gemaakt dan wel op rechtmatige wijze in het verkeer is gebracht, de overeenkomst waarin hij de rechten van zijn uitvoering aan de producent van een fonogram over heeft gedragen op grond van artikel 2b en artikel 25e van de Auteurswet ontbindt, vervallen de rechten van de producent van het fonogram.	phonogram was first published. If, fifty years after the phonogram was published or lawfully put into circulation, a performer terminates the contract in which he assigned the rights in his performance to the producer of a phonogram on the basis of Articles 2b and 25e of the Copyright Act, the rights of the producer of the phonogram shall expire.	

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21. Poland

Original title: Ustawa z dnia 4 lutego 1994 r. o prawie autorskich i prawach pokrewnych (Opracowano na podstawie: t.j. Dz. U. z 2019 r. poz. 1231, z 2020 r. poz. 288.)

Translated title: Copyright Act 1994

Version: 1 July 2020 (last amendment)

Source: Internetowy System Aktów Prawnych (ISAP) available at: http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=wdu19940240083 <last accessed 16 October 2020>

Translation: DeepL Translator

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Art. 12. 1. Jeżeli ustawa lub umowa o pracę nie stanowią inaczej, pracodawca, którego pracownik stworzył utwór w wyniku wykonywania obowiązków ze stosunku pracy, nabywa z chwilą przyjęcia utworu autorskie prawa majątkowe w granicach wynikających z celu umowy o pracę i zgodnego zamiaru stron. 2. Jeżeli pracodawca, w okresie dwóch lat od daty przyjęcia utworu, nie przystąpi do rozpowszechniania utworu przeznaczonego w umowie o pracę do rozpowszechnienia, twórca może wyznaczyć pracodawcy na piśmie odpowiedni termin na rozpowszechnienie utworu z tym skutkiem, że po jego bezskutecznym upływie prawa uzyskane przez	**Article 12.** (1) Unless the Act or the employment contract provides otherwise, an employer whose employee created a work as a result of the performance of his duties under the employment relationship shall, upon acceptance of the work, acquire the author's economic rights within the limits resulting from the purpose of the employment contract and the consistent intention of the parties. (2) If the employer, within two years from the date of receipt of the work, does not proceed to distribute the work intended in the employment contract for distribution, the author may set the employer in writing an appropriate deadline for distribution of the work with the effect that after its ineffective expiry, the rights obtained by the employer	**Work for hire/termination** Concerns works for hire purposed for the distribution in the employment contract. Trigger: lack of distribution of work within **2 years** from the date of receipt, unless other time period agreed by the parties. Need to notify the employer in writing, by setting an **appropriate deadline** to publish the work. If the deadline passes and the work remains unpublished copyright **reverts back** to the employee together with the ownership of copies employer holds. Work for hire: transfer of copyright on the day employer receives employee work. No time limitation. Applies to all works, but only to employment agreements.

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pracodawcę wraz z własnością przedmiotu, na którym utwór utrwalono, powracają do twórcy, chyba że umowa stanowi inaczej. Strony mogą określić inny termin na przystąpienie do rozpowszechniania utworu. 3. Jeżeli umowa o pracę nie stanowi inaczej, z chwilą przyjęcia utworu pracodawca nabywa własność przedmiotu, na którym utwór utrwalono.	together with the ownership of the object on which the work was recorded shall return to the author, unless the contract provides otherwise. The parties may set a different period for commencing the distribution of the work. (3) Unless the contract of employment provides otherwise, upon acceptance of the work, the employer acquires ownership of the object on which the work is fixed.	
Art. 14. 1. Jeżeli w umowie o pracę nie postanowiono inaczej, instytucji naukowej przysługuje pierwszeństwo opublikowania utworu naukowego pracownika, który stworzył ten utwór w wyniku wykonywania obowiązków ze stosunku pracy. Twórcy przysługuje prawo do wynagrodzenia. Pierwszeństwo opublikowania wygasa, jeżeli w ciągu sześciu miesięcy od dostarczenia utworu nie zawarto z twórcą umowy o wydanie utworu albo jeżeli w okresie dwóch lat od daty jego przyjęcia utwór nie został opublikowany.	**Article 14.** (1) Unless the employment contract provides otherwise, a scientific institution shall have priority to publish the scientific work of an employee who has created this work as a result of the performance of his/her duties under the employment relationship. A creator shall be entitled to remuneration. The priority of publication shall expire if no contract for the publication of the work has been concluded with the author within six months of the submission of the work or if the work has not been published within two years of its receipt.	**Work for hire/termination** Concerns works of an employee of a scientific institution. Trigger: lack of publishing contract within **6 months** from the receipt of work or lapse of **2 years period** from the receipt of work without publication. When term passes, employee can publish without the prior consent of the scientific institution.
Art. 15a. 1. Uczelni przysługuje pierwszeństwo w opublikowaniu pracy dyplomowej studenta. Jeżeli uczelnia nie opublikowała pracy dyplomowej w terminie 6 miesięcy od dnia jej	**Article 15a.** 1 A higher education institution shall have priority in the publication of a student's diploma thesis. If a higher education institution has not published its diploma thesis	**Priority right** Concerns publication of a **student thesis** by a higher education institution.

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obrony, autor może ją opublikować, chyba że praca jest częścią utworu zbiorowego.	within six months of the date of its defence, the author may publish it unless the thesis is part of a collective work.	Trigger: lack of publication of the thesis within **6 months** after the defence. When term passes, the author can publish without prior consent of the university. Exception: student thesis is a part of collective work.

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Art. 56. 1. Twórca może odstąpić od umowy lub ją wypowiedzieć ze względu na swoje istotne interesy twórcze. 2. Jeżeli w ciągu dwóch lat od odstąpienia lub wypowiedzenia, o którym mowa w ust. 1, twórca zamierza przystąpić do korzystania z utworu, ma obowiązek zaoferować to korzystanie nabywcy lub licencjobiorcy, wyznaczając mu w tym celu odpowiedni termin. 3. Jeżeli odstąpienie od umowy lub jej wypowiedzenie następuje po przyjęciu utworu, skuteczność odstąpienia lub wypowiedzenia może być przez drugą stronę umowy uzależniona od zabezpieczenia kosztów poniesionych przez nią w związku z zawartą umową. Nie można jednak żądać zwrotu kosztów, gdy zaniechanie rozpowszechniania jest następstwem okoliczności, za które twórca nie ponosi odpowiedzialności.	**Art. 56** (1) The author may withdraw from the contract or terminate it due to his important creative interests. (2) If, within two years from the withdrawal or termination referred to in paragraph 1, the author intends to proceed with the use of the work, he is obliged to offer this use to the purchaser or licensee, setting a reasonable period for this purpose. (3) If withdrawal or termination occurs after acceptance of the work, the effectiveness of the withdrawal or termination may be made dependent on the other party to the contract securing the costs incurred by it in connection with the contract. However, no reimbursement may be claimed where the omission of distribution is due to circumstances for which the author is not responsible.	**Right of termination** Concerns both copyright transfer and licences. Trigger: **vital creative interests**. If the licensee/transferee received the work, the notice of termination might be effective only after the **payment of damages is secured**, depending on licensee's/transferee's decision. Licensee/transferee cannot claim damages (costs incurred in connection to the contract) when the reasons for the lack of dissemination of work do not lie with the creator. **Priority of former licensee/transferee**: if within a period of **2 years** after termination the author wants to use the work, she needs to offer a transfer/licence to the former licensee/transferee first, setting a reasonable time for acceptance.

4. Przepisu ust. 1 nie stosuje się do utworów architektonicznych i architektoniczno-urbanistycznych, audiowizualnych oraz utworów zamówionych w zakresie ich eksploatacji w utworze audiowizualnym.	(4) The provision of paragraph 1 shall not apply to architectural and architectural-urbanistic, audiovisual works and works ordered within the scope of their exploitation in an audiovisual work.	Exceptions: architectural works, architectural-urbanistic works, works ordered to be exploited within an audiovisual work.

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Art. 57. 1. Jeżeli nabywca autorskich praw majątkowych lub licencjobiorca, który zobowiązał się do rozpowszechniania utworu, nie przystąpi do rozpowszechniania w umówionym terminie, a w jego braku – w ciągu dwóch lat od przyjęcia utworu, twórca może odstąpić od umowy lub ją wypowiedzieć i domagać się naprawienia szkody po bezskutecznym upływie dodatkowego terminu, nie krótszego niż sześć miesięcy. 2. Jeżeli wskutek okoliczności, za które nabywca lub licencjobiorca ponosi odpowiedzialność, utwór nie został udostępniony publiczności, twórca może się domagać, zamiast naprawienia poniesionej szkody, podwójnego wynagrodzenia w stosunku do określonego w umowie o rozpowszechnienie utworu, chyba że licencja jest niewyłączna.	**Art. 57** (1) If the purchaser of author's economic rights or the licensee who undertook to distribute the work does not proceed to distribute it within the agreed period of time, or in its absence - within two years from the receipt of the work, the author may withdraw from the contract or terminate it and demand compensation for damage after the ineffective expiry of the additional period, not less than six months. (2) If, as a result of circumstances for which the acquirer or licensee is responsible, a work has not been made available to the public, an author may claim, instead of compensation for the damage suffered, double remuneration in relation to that specified in the contract of distribution of the work, unless the licence is non-exclusive.	**Right of termination** Applies to both transfers and licences. Trigger: lack of distribution of work (which was intended for distribution) within the **agreed time,** and if no time was agreed within a period of **2 years** after the work was received. Need to set an **additional time** for publication, no shorter than 6 months. Creator is entitled to damages. In case the lack of publication was caused by reasons lying with the licensee/transferee, author can demand double remuneration instead of damages, unless the licence was not exclusive. Exceptions: architectural and architectural-urbanistic works.

3. Przepisów ust. 1 i 2 nie stosuje się do utworów architektonicznych i architektoniczno-urbanistycznych.	(3) The provisions of paragraphs 1 and 2 shall not apply to architectural and architectural- urbanistic works.	

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Art. 58. Jeżeli publiczne udostępnienie utworu następuje w nieodpowiedniej formie albo ze zmianami, którym twórca mógłby słusznie się sprzeciwić, może on po bezskutecznym wezwaniu do zaniechania naruszenia odstąpić od umowy lub ją wypowiedzieć. Twórcy przysługuje prawo do wynagrodzenia określonego umową.	**Article 58.** If a work is communicated to the public in an inappropriate form or with changes which the author could rightfully oppose, the author may, after an unsuccessful call to cease the infringement, withdraw from the contract or terminate it. The author is entitled to the remuneration specified in the contract.	**Right of termination** Applies to both transfer and licence. Trigger: publication of a work in **an inappropriate form** or with **changes the author could legitimately oppose**. Need to ask the transferee/licensee to amend the situation. Creator can withdraw from the agreement if the transferee/licensee does not amend the situation. Creator reserves the right to remuneration.
Art. 59. Jeżeli ustawa nie stanowi inaczej, każda ze stron odstępując od umowy lub wypowiadając ją może żądać od drugiej strony zwrotu wszystkiego, co ta otrzymała z tytułu umowy.	**Art. 59.** Unless the Act provides otherwise, each party, when withdrawing from the contract or terminating it, may demand from the other party the return of all that it has received under the contract.	
Art. 66. 1. Umowa licencyjna uprawnia do korzystania z utworu w okresie pięciu lat na terytorium państwa, w którym licencjobiorca ma swoją siedzibę, chyba że w umowie postanowiono inaczej.	**Article 66** (1) A licence agreement authorises the use of the work for a period of five years in the territory of the country where the licensee is established, unless otherwise specified in the agreement.	**Default term of an agreement** Concerns licences. **5 years** unless agreement provides otherwise.
2. Po upływie terminu, o którym mowa w ust. 1, prawo uzyskane na podstawie umowy licencyjnej wygasa.	(2) After the expiry of the period referred to in paragraph 1, the right obtained under the license agreement expires.	

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Art. 72. Twórca utworu zamówionego do utworu audiowizualnego może, po upływie pięciu lat od przyjęcia zamówionego utworu, zezwolić na rozpowszechnianie tego utworu w innym utworze audiowizualnym, jeżeli w tym terminie nie doszło do rozpowszechnienia utworu audiowizualnego z jego utworem. Strony mogą skrócić ten termin.	**Art. 72** The author of a work ordered for an audiovisual work may, after the expiry of five years from the receipt of the ordered work, allow distribution of that work in another audiovisual work, if the audiovisual work with its work has not been distributed within this period. The Parties may shorten this period.	**Right of termination [exclusive to non- exclusive]** Concerns works created for the use in an audiovisual work. Trigger: lack of distribution of the audiovisual work within **5 years** after its completion, or a shorter period agreed by the parties. After the time lapses, the author can include her work in another audiovisual work.
Art. 92. Do artystycznych wykonań stosuje się odpowiednio przepisy art. 8–10, art. 12, art. 18, art. 21–213, art. 41–45, art. 47–49, art. 52–55, art. 57–59, art. 62–68, art. 71 i art.78.	**Article 92** The provisions of Articles 8 to 10, Article 12, Article 18, Articles 21 to 213, Articles 41 to 45, Articles 47 to 49, Articles 52 to 55, Articles 57 to 59, Articles 62 to 68, Article 71 and Article 78 shall apply mutatis mutandis to performances.	Performers enjoy the right of termination provided in arts. 56, 57, 58 and right of withdrawal in art. 72 above.
Art. 95^2. 1. Jeżeli po upływie pięćdziesięciu lat od publikacji fonogramu albo jego rozpowszechnienia w inny sposób, producent fonogramu nie wprowadza do obrotu wystarczającej liczby egzemplarzy fonogramu, która, biorąc pod uwagę jego charakter, zaspokajałaby racjonalne potrzeby odbiorców, lub nie udostępnia go publicznie w taki sposób,	**Article 95^2.** 1. If, fifty years after publication of the phonogram or otherwise of its distribution, the phonogram producer does not market sufficient copies of a phonogram which, having regard to its nature, would meet the legitimate needs of the public, or does not make it available to the public in this manner, in order for everyone to have access to it at a place and	Implementation of the Term Directive.

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aby każdy mógł mieć do niego dostęp w miejscu i czasie przez siebie wybranym, artysta wykonawca albo jego spadkobierca może wypowiedzieć umowę, na mocy której prawa do artystycznego wykonania zostały przeniesione w tym zakresie na producenta fonogramu, albo umowę, na mocy której producentowi fonogramu udzielona została w tym zakresie licencja wyłączna na korzystanie z artystycznego wykonania.	time of his choice, the performer or his heir may terminate the contract under which the rights in the performance have been transferred to the phonogram producer or the contract under which the exclusive licence to use the performance has been granted to the phonogram producer.	
2. Wypowiedzenie umowy, o którym mowa w ust. 1, staje się skuteczne, jeżeli producent fonogramu w terminie roku od dnia doręczenia mu oświadczenia przez artystę wykonawcę albo jego spadkobiercę o wypowiedzeniu umowy, nie rozpocznie korzystania z fonogramu w żaden ze sposobów, o których mowa w ust. 1.	(2) The termination of the contract referred to in paragraph 1 shall take effect if the phonogram producer does not, within one year from the date of service of the notice of termination by the performer or his heir, commence the use of the phonogram in any of the ways referred to in paragraph 1.	
3. Jeżeli fonogram zawiera utrwalenie wykonań kilku artystów wykonawców, prawo do wypowiedzenia umowy, o którym mowa w ust. 1, przysługuje każdemu z nich.	(3) Where a phonogram contains a fixation of the performances of several performers, each of them shall have the right to terminate the contract referred to in paragraph 1.	
4. W przypadku skutecznego wypowiedzenia umów zawartych w odniesieniu do wszystkich artystycznych wykonań utrwalonych na fonogramie, prawo producenta tego	(4) Upon effective termination of contracts concluded in respect of all performances fixed in a phonogram, the right of the producer of	

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fonogramu, o którym mowa w art. 94 ust. 4 i 5, wygasa. 5. Prawo do wypowiedzenia umowy, o którym mowa w ust. 1, nie podlega zrzeczeniu się ani zbyciu.	that phonogram referred to in Article 94(4) and (5) shall terminate. (5) The right of termination referred to in paragraph 1 shall not be waived or disposed of.	

Historical sources:

Original title: Ustawa z dnia 10 lipca 1952 r. o prawie autorskim

Translated title: Copyright Act 1952

Source: Internetowy System Aktów Prawnych (ISAP) available at: http://prawo.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU19520340234 <last accessed 16 October 2020>

Translation: DeepL Translator

Art.14 § 1. Instytucji naukowej służy prawo pierwszego wydania utworu naukowego, opracowanego przez pracownika tej instytucji w ramach zadań, określonych przez umowę o pracę lub o dzieło. Prawo to gaśnie z upływem dwóch lat od dostarczenia utworu.	**Article 14** § 1. A scientific institution shall have the right to first publish a scientific work developed by an employee of that institution within the framework of tasks specified in the contract of employment or work contract. This right shall expire within two years from the delivery of the work.	**Work for hire/termination** Concerns work of the employee of a scientific institution. Trigger: lack of publication within **2 years** after delivery of work. When the term passes, employee can publish without prior consent of the scientific institution.

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Art. 36 § 1. Twórca może aż do dostarczenia utworu odstąpić od umowy, jeżeli po jej zawarciu zaszły okoliczności uzasadniające zaniechanie dzieła ze względu na istotne	**Art. 36** § 1. until the delivery of the work, the author may withdraw from the contract if, after its conclusion, circumstances justifying the omission of the work have occurred due to	**Right of termination** Concerns publishing agreements.
interesy twórcze, dłuższą chorobę lub inne ważne przyczyny. § 2. Twórca może również odstąpić od umowy, jeżeli wydawca nie podejmuje prac na wydaniem utworu mimo wyznaczenia mu stosownego terminu dodatkowego z zagrożeniem odstąpienia od umowy. **Art. 34** Przez umowę wydawniczą twórca przenosi na wydawcę prawo wydania utworu piśmienniczego lub artystycznego, wydawca zaś zobowiązuje się do wydania utworu i do zapłacenia twórcy wynagrodzenia.	important creative interests, longer illness or other important reasons. § 2 A creator may also withdraw from the contract if the publisher does not undertake work on the publication of the work despite setting an appropriate additional deadline with the risk of withdrawal from the contract. *Re publishing contract:* **Art. 34** By means of a publishing contract an author transfers to the publisher the right to publish a written or artistic work, while the publisher undertakes to publish the work and to pay the author remuneration.	Trigger: **vital creative interests, longer illness or other important reasons**. Trigger: works on the publication **have not commenced** even after an additional deadline set by the author.

22. Portugal

Original title: Código do Direito de Autor e dos Direitos Conexos, Decreto-Lei n.º 63/85 - Diário da República n.º 61/1985, Série I de 1985-03-14 Translated title: Code of

Copyright and Related Rights, Decree-Law n.º 63/85 - Diário da República n.º 61/1985, Series I of 1985-03-14

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Source: Diário da República Eletrónico available at: https://dre.pt/web/guest/legislacao-consolidada/-/lc/123928121/202005232028/diploma?did=34475475&_LegislacaoConsolidada_WAR_drefrontofficeportlet_rp=indice <last accessed 16 October 2020>

Translation: DeepL Translator

Artigo 43.º *(Transmissão ou oneração parciais)* […] 4 - Se a transmissão ou oneração forem transitórias e não se tiver estabelecido duração, presume-se que a vigência máxima é de 25 anos em geral e de 10 anos nos casos de obra fotográfica ou de arte aplicada. 5 - O exclusivo outorgado caduca, porém, se, decorrido o prazo de 7 anos, a obra não tiver sido utilizada.	**Article 43** **(Partial transmission or encumbrance)** […] 4 - If the transfer or encumbrance is transitory and the duration has not been established, it is assumed that the maximum term is 25 years in general and 10 years in cases of photographic work or applied art. 5 - The exclusive granted expires, however, if, after 7 years, the work has not been used.	**Default duration of agreement** Absent provisions to the contrary, agreement lasts **25 years**, or **10 years** in case of photographs and works of applied art. **Termination** Concerns exclusive agreements. Trigger: **non-use of work for a period of 7 years**.
Artigo 62.º *(Direito de retirada)* O autor de obra divulgada ou publicada poderá retirá-la a todo o tempo da circulação e fazer cessar a respectiva utilização, sejam quais forem as modalidades desta, contanto que tenha razões morais atendíveis, mas deverá	**Article 62** **(Right of withdrawal)** The author of a published or published work may remove it from circulation at any time and cease its use, whatever its modality, provided that there are moral reasons for doing so, but must compensate the interested parties for the damage caused to them by the removal.	**Right of termination** Concerns moral rights. Concerns published works. Trigger: **moral reasons**. Author can remove the work from circulation and cease its use at any time. Author needs to compensate damages of the interested parties.
indemnizar os interessados pelos prejuízos que a retirada lhes causar.		

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Atrigo 86.º *(Conteúdo)* 1 - O contrato de edição deve mencionar o número de edições que abrange, o número de exemplares que cada edição compreenderá e o preço de venda ao público de cada exemplar. 2 - Se o número de edições não tiver sido contratualmente fixado, o editor só está autorizado a fazer uma. 3 - Se o contrato de edição for omisso quanto ao número de exemplares a tirar, o editor fica obrigado a produzir, pelo menos, 2000 exemplares da obra. 4 - O editor que produzir exemplares em número inferior ao convencionado poderá ser coagido a completar a edição e, se o não fizer, poderá o titular do direito de autor contratar com outrem, a expensas do editor, a produção do número de exemplares em falta, sem prejuízo do direito a exigir deste indemnização por perdas e danos.	**Article 86** **(Contents)** 1 - The publishing contract must mention the number of editions it covers, the number of copies each edition will comprise and the retail price of each copy. 2 - If the number of editions has not been contractually fixed, the publisher is authorised to make only one. 3 - If the publishing contract is silent on the number of editions to be taken, the publisher is obliged to produce at least 2000 copies of the work. 4 - The publisher that produces less than the number of copies agreed may be compelled to complete the edition and, if it does not do so, the copyright holder may contract with another, at the expense of the publisher, the production of the number of copies missing, without prejudice to the right to claim this compensation for damages.	**Right of termination [exclusive to non- exclusive]** Concerns publishing contracts. Trigger: **lack of publication of all copies in the edition**, regardless author's call to publish the outstanding copies. Author can enter a publishing agreement with another publisher. Outstanding copies are published at the expense of the original publisher. Author is entitled to compensation of damages.

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Artigo 100.º *(Transmissão dos direitos do editor)* 1 - O editor não pode, sem consentimento do autor, transferir para terceiros, a título gratuito ou oneroso, direitos seus emergentes do contrato de edição, salvo se a transferência resultar de trespasse do seu estabelecimento. 2 - No caso de o trespasse causar ou vir a causar prejuízos morais ao outro contratante, este tem direito de resolver o contrato no prazo de seis meses a contar do conhecimento do mesmo trespasse, assistindo ao editor direito à indemnização por perdas e danos	**Article 100** **(Transfer of rights of the publisher)** 1 - The publisher may not, without the author's consent, transfer to a third party, free of charge or against payment, his rights arising from the publishing contract, unless the transfer results from a breach of his establishment. 2 - In the event that the transfer causes or will cause moral damages to the other contractor, the latter has the right to terminate the contract within six months from the date of knowledge of the transfer, with the publisher being entitled to compensation for losses and damages.	**Right of termination** Concerns the **assignment of rights** arising from a publishing agreement by the publisher to a third party. Trigger: assignment causes or will cause **moral damages** to the author. Time: **6 months** from the day the author found out about the assignment. Publisher is entitled to compensation of losses and damages.
Artigo 106.º *(Resolução do contrato)* 1 - O contrato de edição pode ser resolvido: […] b) Por morte do editor em nome individual, se o seu estabelecimento não continuar com algum ou alguns dos seus sucessores; […] d) Em todos os demais casos especialmente previstos e, de um modo geral, sempre que se verificar o incumprimento de	**Article 106** **(Termination of contract)** 1 - The editing contract can be terminated: […]; b) Upon the death of the publisher in an individual name, if his establishment does not continue with any or some of his successors; […] (d) in all other cases specifically provided for and, in general, where non-compliance with any of the contractual clauses or legal	**Termination** Concerns publishing agreements. Trigger: death of the publisher when publishing does not continue with the successor.

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qualquer das cláusulas contratuais ou das disposições legais directa ou supletivamente aplicáveis. 2 - A resolução do contrato entende-se sempre sem prejuízo da responsabilidade por perdas e danos da parte a quem for imputável. **Artigo 120.º** *(Resolução do contrato)* 1 - O contrato de representação pode ser resolvido: […] b) Nos casos correspondentes aos das alíneas a) e d) do artigo 106.º; […] 2 - A resolução do contrato entende-se sempre sem prejuízo de responsabilidade por perdas e danos da parte a quem for imputável.	provisions directly or alternatively applicable is established. 2 - Termination of the contract shall always be without prejudice to the liability for losses and damages of the party to whom it is attributable. **Article 120** **(Termination of contract)** 1 - The contract of representation may be terminated: […] b) In the cases corresponding to those of points a) and d) of article 106; […] 2 - The termination of the contract is always without prejudice to the liability for losses and damages of the party to whom it is attributable.	

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Artigo 136.º *(Prazo de cumprimento do contrato)* Se o produtor não concluir a produção da obra cinematográfica no prazo de três anos a contar da data da entrega da parte literária e da parte musical ou não fizer projectar a película concluída no prazo de três anos a contar da	**Article 136** **(Period of performance of the contract)** If the producer does not complete the production of the film within three years from the date of delivery of the literary and musical part or does not project the completed film within three years from the conclusion, the	**Right of termination** Concerns cinematographic works [mutatis mutandis publishing contracts, contracts for the **scenic representation and performance**, and works created in similar process to cinematography]. Right of the **author of literary or musical part** of a cinematographic work.
conclusão, o autor ou co-autores terão o direito de resolver o contrato. **Artigo 139.º** *Regime aplicável* 1 - Ao contrato de produção cinematográfica são aplicáveis, com as necessárias adaptações, as disposições relativas ao contrato de edição, representação e execução. **Artigo 140.º** *(Obras produzidas por processo análogo à cinematografia)* As disposições da presente secção são aplicáveis às obras produzidas por qualquer processo análogo à cinematografia.	author or co-authors shall have the right to terminate the contract. **Article 139 Applicable regime** 1 - The provisions relating to the contract for cinematographic production shall apply, mutatis mutandis, to the contract for publication, representation and performance. **Article 140** **(Works produced by a process similar to cinematography)** The provisions of this Section shall apply to works produced by any process similar to cinematography.	Trigger: lack of completion of the cinematographic work within **3 years** from the delivery of a contribution, or the lack of distribution of a cinematographic work within **3 years** from its completion. Note: also applies to works created via process similar to cinematography (multimedia works).

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Artigo 174.º *(Trabalhos jornalísticos por conta de outrem)* 1 - O direito de autor sobre trabalho jornalístico produzido em cumprimento de um contrato de trabalho que comporte identificação de autoria, por assinatura ou outro meio, pertence ao autor. 2 - Salvo autorização da empresa proprietária do jornal ou publicação congénere, o autor não pode publicar em separado o trabalho referido no número anterior antes de decorridos três	**Article 174** **(Journalistic work on behalf of others)** 1 - The copyright on journalistic work produced in compliance with a work contract that includes identification of authorship, by signature or other means, belongs to the author. 2 - Unless authorized by the company that owns the journal or similar publication, the author may not publish separately the work referred to in the previous number before three months	**Right of termination [exclusive to non- exclusive]** Concerns publications in journals and other periodicals. Author might not publish her contribution to a journal within **3 months** from the publication of the issue which included her work.
meses sobre a data em que tiver sido posta a circular a publicação em que haja sido inserido. 3 - Tratando-se de trabalho publicado em série, o prazo referido no número anterior tem início na data da distribuição do número da publicação em que tiver sido inserido o último trabalho da série.	have elapsed from the date on which the publication in which it was inserted was published. 3 - In the case of a work published in series, the period referred to in the previous number shall begin on the date of distribution of the number of the publication in which the last work in the series was inserted.	
Artigo 183.º-A *Disponibilização de fonogramas pelo produtor* 1 - Decorridos 50 anos após um fonograma ser licitamente publicado ou, na ausência desta publicação, ser licitamente comunicado ao público, se o produtor de fonogramas ou o	**Article 183a** **Availability of phonograms by the producer** 1 - Fifty years after a phonogram is lawfully published or, in the absence of such publication, lawfully communicated to the public, if the phonogram producer or the	Implementation of the Term Directive.

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cessionário dos respetivos direitos não colocarem cópias do fonograma à venda no mercado em quantidade suficiente, ou não o colocarem à disposição do público, em transmissão por fio ou sem fio, por forma a torná-lo acessível ao público a partir do local e no momento por ele escolhido individualmente, o artista intérprete ou executante pode resolver o contrato mediante o qual transferiu ou cedeu ao produtor de fonogramas os seus direitos sobre a fixação das suas prestações, apenas na parte	assignee of the respective rights does not make copies of the phonogram available for sale on the market in sufficient quantity, or does not make it available to the public in wire or wireless transmission, in order to make him available to the public from a place and at a time individually chosen by him, the performer may terminate the contract by which he transferred or assigned to the phonogram producer his rights in the fixation of his performances only in so far as those phonograms meet those conditions.	

respeitante aos fonogramas que reúnam tais condições. 2 - O direito de resolução contratual referido no número anterior é irrenunciável, podendo ser exercido caso o produtor ou o cessionário dos respetivos direitos, no prazo de um ano contado a partir da notificação pelo artista intérprete ou executante da sua vontade de resolver o contrato, não proceda a um dos dois atos de exploração acima mencionados, fazendo desse modo caducar o direito do produtor ou cessionário dos respetivos direitos sobre o fonograma em causa.	2 - The right of contractual termination referred to in the previous paragraph shall not be waived and may be exercised if the producer or the assignee of the respective rights, within one year from the notification by the performer of his intention to terminate the contract, does not perform one of the two acts of exploitation mentioned above, thereby causing the right of the producer or the assignee of the respective rights in the phonogram concerned to lapse.	

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3 - Caso um fonograma contenha a fixação das prestações de vários artistas intérpretes ou executantes, podem estes resolver os seus contratos de transferência ou cessão, salvaguardando o disposto no artigo 17.º 4 - Caso um contrato de transferência ou cessão de direitos atribua ao artista intérprete ou executante o direito a uma remuneração não recorrente, tem este o direito irrenunciável de obter uma remuneração suplementar anual do produtor de fonogramas por cada ano completo imediatamente após o	3 - If a phonogram contains the fixation of the performances of several performers, they may terminate their contracts of transfer or assignment, safeguarding the provisions of Article 17. 4 - Where a contract on transfer or assignment of rights entitles the performer to a non- recurring remuneration, the performer has the unwaivable right to obtain an annual supplementary remuneration from the phonogram producer for each full year immediately after the fiftieth year after the	
quinquagésimo ano subsequente ao fonograma ser licitamente publicado ou, na ausência desta publicação, após o quinquagésimo ano subsequente a ser licitamente comunicado ao público.	phonogram was lawfully published or, in the absence of such publication, after the fiftieth year after it was lawfully communicated to the public.	

Historical sources:

Original title: Decreto-Lei n.º 46980 / Código do Direito de Autor (1966) Translated title:

The Copyright Code, approved by Decree-Law nr. 46980

Source: Diário da República Eletrónico available at: https://dre.pt/web/guest/pesquisa/-/search/487338/details/maximized <last accessed 16 October 2020>

Translation: DeepL Translator

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Art. 58.º - 1. O autor de uma obra intelectual já divulgada por qualquer modo pode, a todo o tempo, retirá-la da circulação e fazer cessar a sua exploração, recolhendo a edição, suspendendo a autorização para a representação e execução ou obstando a qualquer outra forma de utilização, desde que indemnize os interessados dos, prejuízos que assim lhes causar. 2. Na falta de acordo sobre a existência de prejuízos ou sobre o seu montante, será a questão decidida pelo juiz de direito	**Art. 58 –** 1. The author of an intellectual work already published in any way may, at any time, remove it from circulation and cease its exploitation, collecting the edition, suspending the authorization for the representation and execution or preventing any other form of use, provided that it compensates the interested parties of the damage it causes them. 2. In the absence of agreement on the existence of damages or on the amount thereof, the question shall be decided by the	**Right of termination** Concerns published works. Trigger: none indicated. Author can, at any time, remove the work from the circulation, cease its use, and suspend the authorisation for its use. Author needs to compensate the damages of all interested parties.
competente, fixando-se por arbitramento o montante do dano a indemnizar.	competent judge of law, fixing by arbitration the amount of the damages to be compensated.	

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Art. 77.º - 1. O contrato de edição só terá validade se for celebrado por escrito e deverá mencionar sempre o número de exemplares a tirar. 2. O editor que produzir exemplares em número inferior ao convencionado poderá ser coagido a completar a edição, e, se não o fizer, poderá o autor contratar com outrem, a expensas do editor, a produção do número de exemplares em falta, sem prejuízo do direito a exigir deste indemnização de perdas e danos.	**Art. 77 –** 1. The publishing contract will only be valid if it is concluded in writing and must always mention the number of copies to be taken. 2. The publisher that produces less than the number of copies agreed may be compelled to complete the edition, and if it does not, the author may contract with another, at the publisher's expense, the production of the number of copies missing, without prejudice to the right to claim damages.	**Reversion** Concerns publishing agreements. Trigger: **lack of publication of all copies in the edition**, regardless author's call to publish missing copies. Author can enter a publishing agreement with another publisher. Outstanding copies are published at the expense of the original publisher. Author is entitled to compensation of damages.
Art. 100.º O contrato de edição rescinde-se: 1) No caso de falência do editor, salvo se dentro do prazo de seis meses, a contar da declaração da falência, for resolvido, nos termos do artigo 1197.º do Código de Processo Civil, cumprir os contratos celebrados pelo falido, ou se, dentro do mesmo prazo, for realizado no processo o traspasse do estabelecimento em globo;	**Art. 100** The publishing contract is terminated: 1. In the event of bankruptcy of the publisher, unless within six months from the declaration of bankruptcy, the contracts entered into by the bankrupt are terminated in accordance with Article 1197 of the Code of Civil Procedure, or if, within the same period, the process transfers him from the establishment in the world;	**Termination of agreement** Concerns publishing agreements. Trigger: death or bankruptcy of the publisher; edition not complete despite a reasonable period of time set by the court.

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2) No caso de morte do editor, se o estabelecimento não continuar com algum ou alguns dos seus herdeiros; 3) Se, devidamente notificado pelo autor para concluir a edição, o editor não o fizer dentro do prazo razoável que para tal efeito lhe for designado pelo juiz; […]	(2) in the event of the death of the publisher, if the establishment does not continue with any or some of its heirs; (3) if, duly notified by the author to complete the edition, the publisher does not do so within the reasonable period appointed for that purpose by the judge; […]	
Art. 117.º O contrato de representação pode ser rescindido nos casos que ficam referidos e ainda nos seguintes: a) A requerimento do autor, nos casos de morte, falência e interdição por demência ou por prodigalidade do empresário; […]	**Art. 117** The contract of representation may be rescinded in the cases referred to and also in the following cases: (a) at the request of the author, in cases of death, bankruptcy and interdiction due to dementia or prodigality of the entrepreneur;	**Right of termination** Concerns agreements on scenic representation. Trigger: death, bankruptcy, interdiction, dementia, prodigality of the producer (entrepreneur).
Art. 124.º - 1. A autorização dada pelo autor ou autores da obra para a sua produção cinematográfica, quer se trate de obra composta especialmente para esta forma de expressão, quer de simples adaptação, não importa concessão de exclusivo à entidade que a obtém, salvo havendo convenção expressa em contrário.	**Art. 124 –** 1. The authorization given by the author or authors of the work for its cinematographic production, whether it is a work composed especially for this form of expression, or a simple adaptation, does not matter of exclusive concession to the entity that obtains it, unless there is express agreement to the contrary.	**Max term/Termination [exclusive to non-exclusive]** Concerns contributions to cinematographic works. Max term of an agreement is **7 years**, absent provisions to the contrary. After 7 years rights revert back to the author, but the producer can continue using the cinematographic work.

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2. Na falta de cláusula expressa em contrário, o exclusivo concedido para a produção cinematográfica caduca ao fim de sete anos sobre a celebração do respectivo contrato, sem prejuízo, contudo, do direito daquele a quem foi atribuída a exploração económica do filme de o continuar a projectar.	2. In the absence of an express clause to the contrary, the exclusive right granted for the film production shall expire after seven years from the conclusion of the respective contract, without prejudice, however, to the right of the person to whom the economic exploitation of the film was granted to continue to screen it.	
Art. 133.º Se o produtor não concluir a produção da obra cinematográfica no prazo de três anos, a contar da data da entrega da parte literária e da parte musical, ou não fizer projectar a película concluída no prazo de três anos, a contar da sua conclusão, os autores das referidas partes terão o direito de dispor livremente delas.	**Article 133** If the producer does not complete the production of the cinematographic work within three years from the date of delivery of the literary part and the musical part, or does not project the completed film within three years from its completion, the authors of those parts shall have the right to dispose freely of them.	**Right of termination** Concerns literary and musical contributions to cinematographic works. Trigger: cinematographic work not completed within **3 years** or not distributed within **3 years** following completion.

23. Romania

Original title: Legea nr. 8 din 14 martie 1996 privind dreptul de autor și drepturile conexe Publicat în Monitorul Oficial nr. 489 din 14 iunie 2018 Translated title: Law no. 8 of 14 March 1996 on copyright and related rights

Source: Portal Legislativ available at : http://legislatie.just.ro/Public/DetaliiDocument/7816 <last accessed 16 October 2020> Translation: Google Translate

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Articolul42 (1) Contractul de cesiune a drepturilor patrimoniale trebuie să prevadă drepturile patrimoniale transmise și să menționeze, pentru fiecare dintre acestea, modalitățile de utilizare, durata și întinderea cesiunii, precum și remunerația titularului dreptului de autor. Absența oricăreia dintre aceste prevederi dă dreptul părții interesate de a cere rezilierea contractului. (2) Cesiunea drepturilor patrimoniale privind totalitatea operelor viitoare ale autorului, nominalizate sau nenominalizate, este lovită de nulitate absolută.	**Article 42** (1) The contract of assignment of the patrimonial rights must stipulate the patrimonial rights transmitted and mention, for each of them, the modalities of use, the duration and extent of the assignment, as well as the remuneration of the copyright holder. The absence of any of these provisions entitles the interested party to request the termination of the contract. (2) The assignment of the patrimonial rights regarding the totality of the future works of the author, nominated or non-nominated, is struck by absolute nullity.	**Right of termination** No default term for contracts of assignment. If duration of an agreement is not specified, it **can be terminated by each party**.
Articolul45 (1) În lipsa unei clauze contractuale contrare, pentru operele create în îndeplinirea atribuțiilor de serviciu precizate în contractul individual de muncă, drepturile patrimoniale aparțin autorului operei create. În acest caz,	**Article 45** (1) In the absence of a contrary contractual clause, for the works created in fulfilment of the service attributions specified in the individual employment contract, the patrimonial rights belong to the author of the	**Work for hire** Concerns situations when the economic rights in a work created by an employee are assigned to the employer in a contract. Time: **3 years** from the work's delivery if agreement does not provide otherwise.

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autorul poate autoriza utilizarea operei de către terți, numai cu consimțământul angajatorului și cu recompensarea acestuia pentru contribuția la costurile creației. Utilizarea operei de către angajator, în cadrul obiectului de activitate, nu necesită autorizarea angajatului autor. (2) În cazul în care clauza prevăzută la alin. (1) există, aceasta urmează să cuprindă termenul pentru care au fost cesionate drepturile patrimoniale de autor. În absența precizării termenului, acesta este de trei ani de la data predării operei. (3) După expirarea termenelor prevăzute la alin. (2), în lipsa unei clauze contrare, angajatorul este îndreptățit să îi pretindă autorului plata unei cote rezonabile din veniturile obținute din utilizarea operei sale, pentru a compensa costurile suportate de angajator pentru crearea operei de către angajat, în cadrul atribuțiilor de serviciu. (4) La expirarea termenului menționat la alin. (2) drepturile patrimoniale revin autorului.	created work. In this case, the author may authorize the use of the work by third parties, only with the consent of the employer and his compensation for the contribution to the costs of creation. The use of the work by the employer, within the object of activity, does not require the authorization of the employee (2) If the clause provided in par. (1) exists, it is to include the term for which the patrimonial copyrights have been assigned. In the absence of specifying the term, it is three years from the date of delivery of the work. (3) After the expiration of the terms provided in par. 2. Unless otherwise provided, the employer shall be entitled to require the author to pay a reasonable share of the income from the use of his work in order to offset the costs incurred by the employer in creating the work by the employee in the course of his duties. (4) At the expiration of the term mentioned in par. (2) the patrimonial rights belong to the author	

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(5) Autorul unei opere create în cadrul unui contract individual de muncă își păstrează dreptul exclusiv de utilizare a operei, ca parte din ansamblul creației sale.	(5) The author of a work created within an individual employment contract retains his exclusive right to use the work, as part of the whole of its creation.	
Articolul 46 (1) În lipsa unei convenții contrare, titularul dreptului de autor asupra unei opere apărute într-o publicație periodică păstrează dreptul de a o utiliza sub orice formă, cu condiția să nu prejudicieze publicația în care a apărut opera. (2) În lipsa unei convenții contrare, titularul dreptului de autor poate dispune liber de operă, dacă aceasta nu a fost publicată în termen de o lună de la data acceptării, în cazul unui cotidian, sau în termen de 6 luni, în cazul altor publicații.	**Article 46** 1. Unless otherwise agreed, the copyright holder of a work published in a periodical publication reserves the right to use it in any form, provided that it does not prejudice the publication in which the work appeared. 2. Unless otherwise agreed, the copyright holder may dispose of the work freely, if it has not been published within one month of the date of acceptance, in the case of a daily newspaper, or within 6 months, in the case of other publications.	**Right of termination [exclusive to non- exclusive]** Concerns works (to be) published in periodical publications. Trigger: lack of publication of an accepted work within **1 month** for daily newspapers, and **6 months** for other publications.
Articolul 48 (1) Autorul poate solicita desființarea contractului de cesiune a dreptului patrimonial în cazul în care cesionarul nu îl utilizează sau îl utilizează într-o măsură insuficientă și dacă, prin aceasta, interesele justificate ale autorului sunt afectate considerabil.	**Article 48** (1) The author may request the termination of the contract of assignment of the property right if the assignee does not use it or uses it to an insufficient extent and if, as a result, the justified interests of the author are considerably affected. (2) The author may not request the termination of the assignment contract, if the reasons for	**Right of termination** Unwaivable. Trigger: non-use or insufficient use of work, which **considerably affects justified interests** of the author. Time: right exercised **not earlier than 2 years**, **3 months** in case of daily publications, or **1 year** in case of other periodicals, counting from the assignment of rights.

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(2) Autorul nu poate solicita desființarea contractului de cesiune, dacă motivele de		

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neutilizare sau de utilizare insuficientă se datorează propriei culpe, faptei unui terț, unui caz fortuit sau de forță majoră. (3) Desființarea contractului de cesiune, menționată la alin. (1), nu poate fi solicitată înainte de expirarea a 2 ani de la data cesionării dreptului patrimonial asupra unei opere. În cazul operelor cedate pentru publicațiile cotidiene, acest termen va fi de 3 luni, iar în cazul publicațiilor periodice, de un an. (4) Proprietarul originalului unei opere de artă plastică sau fotografică are dreptul să o expună public, chiar dacă aceasta nu a fost adusă la cunoștința publică, în afara cazului în care autorul a exclus în mod expres acest drept prin actul de înstrăinare a originalului. (5) Autorul nu poate renunța anticipat la exercitarea dreptului său de a solicita desființarea contractului de cesiune menționat la alin. (1). (6) Dobândirea proprietății asupra suportului material al operei nu conferă prin ea însăși un drept de utilizare asupra operei.	non-use or insufficient use are due to his own fault, the deed of a third party, a fortuitous event or force majeure. (3) The termination of the assignment contract, mentioned in par. (1), may not be requested before the expiration of 2 years from the date of assignment of the patrimonial right over a work. In the case of works assigned to daily publications, this period will be 3 months, and in the case of periodicals, one year. (4) The owner of the original of a work of plastic [fine arts] or photographic art has the right to exhibit it publicly, even if it has not been made public, unless the author has expressly excluded this right by the act of alienation of the original. (5) The author may not waive in advance the exercise of his right to request the termination of the assignment contract referred to in para. (1). (6) The acquisition of ownership over the material support of the work does not in itself confer a right of use on the work.	Exceptions: non-use or insufficient use is caused by 1) author herself, 2) third party, 3) “fortuitous event”, 4) force majeure. No provisions on remuneration and damages.

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Articolul 52 (1) Contractul de editare trebuie să cuprindă clauze cu privire la: **a)** durata cesiunii; […] (2) Absența oricăreia dintre clauzele prevăzute la lit. a), b) și d) dă dreptul părții interesate de a cere anularea contractului.	**Article 52** (1) The publishing contract must include clauses regarding: a) the duration of the assignment; […] (2) The absence of any of the clauses provided in let. a), b) and d) entitles the interested party to request the cancellation of the contract.	**Right of termination** Concerns publishing contracts. No default term. If duration of an agreement is not specified, it can be terminated by each party.
Articolul 53 (1) Editorul care a dobândit dreptul de publicare a operei sub forma unui volum are, față de alți ofertanți similari, la preț egal, dreptul prioritar de publicare a operei în formă electronică. Editorul trebuie să opteze în scris, în cel mult 30 de zile de la primirea ofertei scrise a autorului. (2) Dreptul menționat la alin. (1) este valabil timp de 3 ani de la data publicării operei.	**Article 53** (1) The publisher who has acquired the right to publish the work in the form of a volume has, compared to other similar bidders, at an equal price, the priority right to publish the work in electronic form. The publisher must opt in writing, no later than 30 days after receiving the author's written offer. (2) The right mentioned in par. (1) is valid for 3 years from the date of publication of the work.	**Priority right** Concerns publishers who acquired the right to publish a work in the paper form, and offer an equal price to similar bidders. Time: **3 years** from publication of work. Publisher needs to opt-in in writing within **30 days** from receiving author's offer.
Articolul 57 (1) În lipsa unei clauze contrare, contractul de editare va înceta după expirarea duratei stabilite sau după epuizarea ultimei ediții convenite. (2) Se consideră epuizate ediția sau tirajul al căror număr de exemplare nevândute este mai	**Article 57** (1) Unless otherwise provided, the publishing contract shall terminate after the expiry of the established period or after the exhaustion of the last agreed edition. (2) The edition or circulation whose number of unsold copies is less than 5% of the total	**Termination** Concerns publishing agreements. Trigger: **exhaustion of the last agreed edition**. Edition considered exhausted when: 1) less than 5% of total number of copies hasn't been sold, 2) in any case, less than 100 copies is available.

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mic de 5% din numărul total de exemplare și, în orice caz, dacă este mai mic de 100 de exemplare. (3) Dacă editorul nu publică opera în termenul convenit, autorul poate solicita, potrivit dreptului comun, desființarea contractului și daune pentru neexecutare. În acest caz, autorul păstrează remunerația primită sau, după caz, poate solicita plata remunerației integrale prevăzute în contract. (4) Dacă termenul pentru publicarea operei nu este prevăzut în contract, editorul este obligat să o publice în termen de cel mult un an de la data acceptării acesteia. (5) În cazul în care editorul intenționează să distrugă copiile operei, rămase în stoc după o perioadă de 2 ani de la data publicării, și dacă în contract nu se prevede o altă perioadă, acesta este obligat să le ofere mai întâi autorului.	number of copies and, in any case, if it is less than 100 copies shall be considered exhausted. (3) If the publisher does not publish the work within the agreed term, the author may request, according to the common law, the termination of the contract and damages for non-performance. In this case, the author shall retain the remuneration received or, as the case may be, may request payment of the full remuneration provided for in the contract. (4) If the term for publishing the work is not provided in the contract, the publisher is obliged to publish it within maximum one year from the date of its acceptance. (5) If the publisher intends to destroy the copies of the work, remaining in stock after a period of 2 years from the date of publication, and if the contract does not provide for another period, he is obliged to offer them first to the author.	**Right of termination** Concerns publishing agreements. Trigger: publisher has **not published the work in the agreed time**, or if not specified, within **1 year** from the acceptance of work. Author has the right to damages due to the lack of performance of the contract. Author keeps the remuneration received, and has a right to request payment of the remaining remuneration. Similar provision in Slovenia (same criteria for exhaustion of edition).

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Articolul 60 (1) Contractul de reprezentare teatrală sau de execuție muzicală se încheie în scris, pe o durată determinată ori pentru un număr determinat de comunicări publice.	**Article 60** (1) The contract of theatrical performance or musical performance is concluded in writing, for a determined duration or for a determined number of public communications.	**Right of termination** Concerns contracts for theatrical or musical performance.
(2) Contractul trebuie să prevadă termenul în care va avea loc premiera sau singura reprezentare ori execuție a operei, după caz, caracterul exclusiv sau neexclusiv al cesiunii, teritoriul, precum și remunerația autorului. (3) Întreruperea reprezentărilor sau execuțiilor timp de 2 ani consecutivi, dacă nu s-a prevăzut un alt termen prin contract, dă dreptul autorului de a solicita rezilierea contractului și daune pentru neexecutare, potrivit dreptului comun. (4) Beneficiarul unui contract de reprezentare teatrală sau de execuție muzicală nu îl poate ceda unui terț, organizator de spectacole, fără consimțământul scris al autorului sau al reprezentantului său, în afară de cazul cesiunii concomitente, totală sau parțială, a acestei activități.	(2) The contract must stipulate the term in which the premiere or the only representation or execution of the work will take place, as the case may be, the exclusive or non-exclusive character of the assignment, the territory, as well as the remuneration of the author. (3) The interruption of the representations or executions for 2 consecutive years, if no other term has been provided by the contract, gives the author the right to request the termination of the contract and damages for non- execution, according to the common law. (4) The beneficiary of a contract for theatrical performance or musical performance may not assign it to a third party, organizer of performances, without the written consent of the author or his representative, except in the case of concomitant transfer, in whole or in part, of this activity.	Trigger: lack of performances for a period of **2 consecutive years**, unless other term specified in the agreement. Author has the right to damages for non- execution of the contract.

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Articolul 103 (1) În cazul în care, la 50 de ani de la publicarea legală a fonogramei sau, în lipsa unei astfel de publicări, la 50 de ani de la comunicarea legală a acesteia către public, producătorul fonogramei nu oferă copii ale fonogramei spre	**Article 103** (1) If, 50 years after the legal publication of the phonogram or, in the absence of such publication, 50 years after its legal communication to the public, the producer of the phonogram does not offer copies of the	Implementation of the Term Directive.

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vânzare într-o cantitate suficientă sau nu pune fonograma la dispoziția publicului, prin cablu sau fără cablu, în așa fel încât membrii publicului să aibă acces individual din locul și momentul alese, artistul interpret sau executant poate rezilia contractul prin care a cesionat unui producător de fonograme drepturile asupra fixării executării sale, denumit în continuare contract de cesiune. (2) Dreptul de reziliere a contractului de cesiune poate fi exercitat cu condiția ca producătorul, în termen de un an de la notificarea de către artistul interpret sau executant a intenției sale de a rezilia contractul de cesiune în temeiul alin. (1), să nu desfășoare cele două activități de exploatare prevăzute la alin. (1). (3) Dreptul de reziliere nu poate face obiectul unei renunțări din partea artistului interpret sau executant. (4) În cazul în care pe fonogramă sunt înregistrate interpretările mai multor artiști interpreți sau executanți, aceștia își pot rezilia contractele de cesiune în conformitate cu legislația națională aplicabilă. În cazul în care contractul de cesiune se reziliază în temeiul	phonogram for sale in -a sufficient quantity or does not make the phonogram available to the public, by cable or wireless, so that members of the public have individual access from the chosen place and time, the performer may terminate the contract by which he assigned to a phonogram producer the rights on fixing its execution, hereinafter referred to as the assignment contract. (2) The right to terminate the assignment contract may be exercised provided that the producer, within one year from the notification by the performer of his intention to terminate the assignment contract pursuant to para. (1), not to carry out the two exploitation activities provided in par. (1). (3) The right of termination may not be the subject of a waiver by the performer. (4) Where performances of several performers are recorded on the phonogram, they may terminate their assignment contracts in accordance with the applicable national law. If the assignment contract is terminated under	

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prezentului articol, drepturile producătorului de fonograme asupra fonogramei încetează. […]	this Article, the phonogram maker's rights to the phonogram shall cease. […]	

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24. Slovakia

Original title: Zákon z 1. Júla 2015 Autorský zákon

Translated title: Copyright Act of 1 July 2015 Version: 1

January 2019 (consolidated text)

Source: Slov-Lex (Legislative and Information Portal of the Ministry of Justice of the Slovak Republic) available at: https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/2015/185/20190101 <last accessed 17 October 2020>

Translation: Google Translate

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§ 68 Trvanie licencie (1) Ak licenčná zmluva neurčuje čas, na ktorý autor licenciu udeľuje, ani spôsob jeho určenia, platí, že licencia je udelená na čas nevyhnutný na dosiahnutie účelu zmluvy. (2) Ak licenčná zmluva neurčuje čas, na ktorý autor licenciu udeľuje, ani spôsob jeho určenia, a ani z účelu zmluvy nevyplýva inak, platí, že licencia je udelená na čas obvyklý pri danom druhu diela a spôsobe použitia diela, najviac však na jeden rok od udelenia licencie.	**§ 68 Duration of the license** (1) If the license agreement does not specify the time for which the author grants the license or the method of its determination, it is valid that the license is granted for the time necessary to achieve the purpose of the agreement. (2) If the license agreement does not specify the time for which the author grants the license, nor the method of its determination, nor does it indicate otherwise from the purpose of the agreement, the license is granted for the usual time for the type of work and use of the work, but not more than one year after the license was granted.	**Default duration of an agreement** Concerns licence agreements. Time necessary to achieve the purpose of an agreement, or if no purpose was determined, usual time for a type and use of work, but no more than **1 year**.

§ 71 Prechod licencie a zánik licencie (1) Zánikom právnickej osoby, ktorej bola udelená licencia, prechádzajú práva a povinnosti z licenčnej zmluvy na jej právneho nástupcu; licenčná zmluva môže takýto prechod práv a povinností na právneho nástupcu vylúčiť.	**§ 71 Transfer of license and termination of license** (1) Upon the termination of a legal entity to which a license has been granted, the rights and obligations under the license agreement shall pass to its legal successor; the license agreement may preclude such a transfer of rights and obligations to the legal successor.	**Termination** Concerns licensing agreements. Trigger: lack of legal successors to the terminated entity or deceased licensee.

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(2) Smrťou fyzickej osoby, ktorej bola udelená licencia, prechádzajú práva a povinnosti z licenčnej zmluvy na dedičov; licenčná zmluva môže takýto prechod práv a povinností na dedičov vylúčiť. (3) Ak niet právneho nástupcu podľa odseku 1 alebo dedičov podľa odseku 2, licencia 188ažd y188.	(2) With the death of a natural person who has been granted a license, the rights and obligations under the license agreement pass to the heirs; the license agreement may preclude such a transfer of rights and obligations to the heirs. (3) If there is no legal successor pursuant to paragraph 1 or heirs pursuant to paragraph 2, the license shall expire.	
§ 73 Odstúpenie od licenčnej zmluvy z dôvodu nevyužívania výhradnej licencie (1) Ak nadobúdateľ nevyužíva výhradnú licenciu dohodnutým 188ažd y188a188 alebo v dohodnutom rozsahu, hoci je na to povinný, má autor právo odstúpiť od licenčnej zmluvy v tej časti, 188ažd y188 sa porušenie povinnosti využiť výhradnú licenciu týka; právo na odstúpenie 188ažd y188a188 nevznikne, ak je	**§ 73 Withdrawal from the license agreement due to non-use of the exclusive license** (1) If the transferee does not use the exclusive license in the agreed manner or to the agreed extent, although he is obliged to do so, the author has the right to withdraw from the license agreement in the part to which the breach of the obligation to use the exclusive license relates; the right of withdrawal to the	**Right of termination/exclusive to non- exclusive** Unwaivable. Made in writing. Applies only to exclusive licences, when the licensee is obliged to use the licence (which is a default absent provision to the contrary, see § 70). Trigger: **licensee does not use the licence in the agreed manner or to the agreed extent.**

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nevyužívanie výhradnej licencie spôsobené okolnosťami na strane autora. (2) Právo na odstúpenie podľa odseku 1 vznikne 189ažd y189a189 najskôr uplynutím jedného roka od udelenia výhradnej licencie. Ak je využitie výhradnej licencie závislé od dodania diela, ktoré bolo nadobúdateľovi 189ažd y189 až po uzavretí licenčnej zmluvy, nevznikne toto právo skôr ako uplynutím jedného roka od tohto dodania; najneskôr však uplynutím 189ažd y rokov od tohto dodania, ak to vyplýva z povahy diela. (3) Právo na odstúpenie podľa odseku 1 môže autor uplatniť až po tom, čo písomne vyzve nadobúdateľa, aby v primeranej lehote od doručenia výzvy výhradnú licenciu využil, a nadobúdateľ ju napriek tejto výzve nevyužije. (4) Práva na odstúpenie podľa odseku 1 sa autor nemôže vopred vzdať. Ak sú však 189ažd y dôvody odstúpenia podľa odseku 1, zmluvné strany sa môžu dohodnúť na zmene výhradnej licenčnej zmluvy na nevýhradnú licenčnú	author does not arise if the non-use of the exclusive license is caused by circumstances on the part of the author. (2) The right of withdrawal pursuant to paragraph 1 shall arise for the author no earlier than one year after the grant of the exclusive license. If the use of the exclusive license depends on the delivery of the work, which was delivered to the acquirer only after the conclusion of the license agreement, this right shall not arise earlier than one year after this delivery; however, no later than two years after such delivery, if this follows from the nature of the work. (3) The author may exercise the right of withdrawal pursuant to paragraph 1 only after inviting the acquirer in writing to use the exclusive license within a reasonable period of time from the delivery of the invitation, and the acquirer shall not use it despite this invitation. (4) The author may not waive the right of withdrawal pursuant to paragraph 1 in advance. However, if the grounds for withdrawal are given in accordance with paragraph 1, the parties may agree to change the exclusive	Partial withdrawal: concerns only a part of the licence which the breach of obligation to use concerns. Time: not earlier than **1 year** after the grant of the licence, or **1 year** after the delivery of work in case the work is delivered after grant of the licence, but no later than **2 years** after the delivery when it follows from the nature of the work. Need to send in writing an invitation to the licensee to use the work. Invitation needs to set a **reasonable time period** to use the work. Right of withdrawal can be exercised only after an invitation is sent and the indicated reasonable time period lapses and non-use continues. After invitation is sent, parties may agree to **change an exclusive to a non-exclusive licence**, as an alternative to termination. Author remains entitled to the remuneration due on the date of withdrawal. Author cannot claim damages. Exceptions: does not apply to situations where non-use is caused by circumstances on the part of the author.

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zmluvu v časti, 190ažd y190 sa tieto dôvody týkajú. (5) Odstúpenie podľa odseku 1 musí mať písomnú formu. Nárok na odmenu autora ku dňu odstúpenia podľa odseku 1 ostáva zachovaný v rozsahu, v ktorom je dotknutý týmto odstúpením, autor však nie je oprávnený, pokiaľ nie je dohodnuté inak, požadovať náhradu škody spôsobenej porušením povinnosti, 190ažd y190 sa odstúpenie podľa odseku 1 týka. **§ 70 Výhradná licencia a nevýhradná licencia** […] (3) Nadobúdateľ je povinný výhradnú licenciu využiť, ak nie je dohodnuté inak. **§ 74** Ak majetkové práva autora vykonáva iná osoba, na udelenie licencie sa primerane použijú ustanovenia § 65 až 73 a § 75 a 76.	license agreement to a non-exclusive license agreement in so far as those grounds relate. (5) Withdrawal pursuant to paragraph 1 must be in writing. Entitlement to the author's remuneration on the date of resignation under paragraph 1 shall be maintained to the extent affected by such resignation, but the author shall not be entitled to claim damages caused by a breach of the obligation to which the resignation under paragraph 1 relates, unless otherwise agreed. Re obligation to use the exclusive license: **§ 70 Exclusive license and non-exclusive license** […] (3) The acquirer is obliged to use the exclusive license, unless otherwise agreed. **§ 74** If the property rights of the author are exercised by another person, the provisions of Sections 65 to 73 and Sections 75 and 76 shall apply mutatis mutandis to the granting of the license.	

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§ 75 Licenčná zmluva na vydanie diela […] (4) Autor 191ažd od licenčnej zmluvy na vydanie diela odstúpiť a požiadať o vrátenie originálu diela alebo rozmnoženiny diela alebo o zničenie rozmnoženiny diela, ak mu nadobúdateľ neumožní vykonať autorskú korektúru jeho diela alebo ak nadobúdateľ dielo použil 191ažd y191a191 znižujúcim jeho hodnotu.	**§ 75 License agreement for the publication of a work** […] (4) The author may withdraw from the license agreement for the publication of a work and request the return of the original work or a copy of the work or the destruction of a copy of the work if the acquirer does not allow him to make an author's correction of his work or if the acquirer used the work in a way that reduces its value.	**Right of termination** Concerns licence agreements for publication of works. Trigger: publisher **does not allow author to make corrections** to her work or publisher **used the work in a way that reduces its value**.
§ 90 Zamestnanecké dielo […] (7) Smrťou alebo zánikom zamestnávateľa oprávneného vykonávať majetkové práva autora k zamestnaneckému dielu bez právneho nástupcu 191ažd y výkonu majetkových práv zamestnávateľa zaniká a majetkové práva k zamestnaneckému dielu vykonáva autor. […] (9) Ak zamestnávateľ nevykonáva majetkové práva k zamestnaneckému dielu vôbec alebo ich vykonáva nedostatočne, má autor 191ažd y požadovať, aby mu zamestnávateľ udelil za obvyklých podmienok licenciu na použitie zamestnaneckého diela. Zamestnávateľ nie je povinný licenciu podľa prvej vety udeliť, ak je to	**§ 90 Employee work** […] (7) With the death or termination of the employer entitled to exercise the author's property rights to the employee's work without a legal successor, the right to exercise the **employer's property rights expires** and the author's property rights to the employee's work are exercised. […] If the employer does not exercise property rights to the employee's work at all or exercises them insufficiently, the author has the right to request that the employer grant him a license to use the employee's work under normal conditions. The employer shall not be obliged to grant a license pursuant to the first sentence	**Work for hire/termination** Rights revert back to the author if the employer has no legal successor. Lack or insufficient exercise of rights in the employee work: rights do not revert to the author (regime stricter than in the case of exclusive licences). Employee may receive a licence, but employer can refuse such licence justifying the decision by her legitimate interests.

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v rozpore s jeho oprávnenými záujmami alebo je na strane zamestnávateľa iný závažný dôvod na odmietnutie udelenia takejto licencie.	if this is contrary to his legitimate interests or there is another serious reason on the part of the employer to refuse to grant such a license.	

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§ 105 Odstúpenie od licenčnej zmluvy z dôvodu dodatočného nevyužívania výhradnej licencie (1) Ak výkonný umelec uzavrel s výrobcom zvukového záznamu jeho umeleckého výkonu zmluvu podľa § 100 a po uplynutí 50 rokov odo dňa prvého oprávneného vydania zvukového záznamu tohto umeleckého výkonu, alebo ak k vydaniu nedošlo, od prvého oprávneného verejného prenosu zvukového záznamu tohto umeleckého výkonu, výrobca zvukového záznamu tohto umeleckého výkonu verejne nerozširuje rozmnoženiny tohto zvukového záznamu odplatným prevodom vlastníckeho práva v dostatočnom množstve ani ich nesprístupňuje verejnosti, výkonný umelec 192ažd od zmluvy podľa § 100 odstúpiť. (2) Práva na odstúpenie od licenčnej zmluvy podľa odseku 1 sa výkonný umelec nemôže vzdať. (3) Odstúpenie od zmluvy podľa odseku 1 nadobudne účinnosť po uplynutí lehoty jedného	**§ 105 Withdrawal from the license agreement due to additional non-use of the exclusive license** (1) If a performer has entered into a contract with the producer of a phonogram of his artistic performance pursuant to Section 100 and after 50 years from the date of the first authorized release of a phonogram of that artistic performance, or if no release has taken place , the producer of a sound recording of this artistic performance does not publicly distribute copies of this sound recording by transferring a proprietary right in sufficient quantity or make them available to the public; the performer may withdraw from the contract pursuant to Section 100. (2) The performer may not waive the right to withdraw from the license agreement pursuant to paragraph 1. (3) Withdrawal from the contract pursuant to paragraph 1 shall take effect after a period of	Implementation of the Term Directive.

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roka odo dňa doručenia odstúpenia výrobcovi zvukového záznamu, ak počas 193ażdy193a tejto lehoty výrobca zvukového záznamu nepoužije zvukový 193ażdy193 umeleckého výkonu oboma spôsobmi použitia zvukového záznamu umeleckého výkonu podľa odseku 1.	one year from the date of delivery of the withdrawal to the phonogram producer, if during this period the phonogram producer does not use the phonogram of the artistic performance by both methods of using the phonogram	

Historical sources

Original title: Zákon zo 4. decembra 2003 o autorskom práve a právach súvisiacich s autorským právom (autorský zákon) Translated

title: Law of 4 December 2003 on copyright and related rights (copyright law)

Source: Slov-Lex available at: https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/2003/618/20141029 <last accessed 16 October 2020> Translation: Google

Translate

§ 42a (1) Ak licenčná zmluva neurčuje čas, na ktorý autor licenciu udeľuje, ani spôsob jeho určenia, platí, že licencia je udelená na čas nevyhnutný na dosiahnutie účelu zmluvy. (2) Ak licenčná zmluva neurčuje čas, na ktorý autor licenciu udeľuje, ani spôsob jeho určenia, ani z jej účelu nevyplýva inak, platí, že licencia je udelená na čas obvyklý pri danom druhu diela a spôsobe použitia diela, najviac však na jeden rok od udelenia licencie.	**§ 42a** (1) If the license agreement does not specify the time for which the author grants the license or the method of its determination, it is valid that the license is granted for the time necessary to achieve the purpose of the agreement. (2) If the license agreement does not specify the time for which the author grants the license, nor the method of its determination, nor does it indicate otherwise, its license is granted for the usual time for the type of work and use of the work, but not more than one year from the license .	**Default duration of an agreement** Time necessary to achieve the agreement's purpose, alternatively usual time for the type and use of work agreement concerns, but no longer than **1 year**.

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§ 46 Prechod licencie a zánik licencie (1) Zánikom právnickej osoby, ktorej bola udelená licencia, prechádzajú práva a povinnosti z licenčnej zmluvy na jej právneho nástupcu; licenčná zmluva môže takýto prechod práv a povinností na právneho nástupcu vylúčiť. (2) Smrťou fyzickej osoby, ktorej bola udelená licencia, prechádzajú práva a povinnosti z licenčnej zmluvy na dedičov; zmluva môže takýto prechod práv a povinností na dedičov vylúčiť. (3) Ak niet právneho nástupcu podľa odseku 1 alebo dedičov podľa odseku 2, licencia zaniká.	**§ 46 Transfer of license and termination of license** (1) Upon the termination of the legal entity to which the license was granted, the rights and obligations under the license agreement are transferred to its legal successor; the license agreement may preclude such a transfer of rights and obligations to the legal successor. (2) With the death of a natural person who has been granted a license, the rights and obligations under the license agreement pass to the heirs; the contract may preclude such a transfer of rights and obligations to the heirs. (3) If there is no legal successor under paragraph 1 or heirs under paragraph 2, the license shall lapse.	**Termination** Concerns licensing agreements. Lack of legal successors to the licensee.

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§ 47 Osobitné ustanovenia o licenčnej zmluve na vydanie diela […] (4) Autor môže od licenčnej zmluvy na vydanie diela odstúpiť a žiadať vydanie originálu diela, vydanie alebo zničenie odovzdanej rozmnoženiny diela, ak mu nadobúdateľ neumožní vykonať autorskú korektúru jeho diela alebo ak by dielo použil spôsobom znižujúcim jeho hodnotu; ak vlastnícke právo k	**§ 47 Special provisions on the license agreement for the publication of a work** […] (4) The author may withdraw from the license agreement for the publication of the work and request the publication of the original work, publication or destruction of the submitted copy of the work, if the acquirer does not allow him to make an author's correction of his work or if he would use the work in a way that	**Right of termination** Concerns publishing agreements. Trigger: acquirer of the right does not allow author to **make corrections** of her work or uses the work in a way which **reduces its value**.
originálu diela alebo jeho rozmnoženine prešlo na nadobúdateľa, vydaním originálu diela alebo jeho rozmnoženiny autorovi prechádza na autora aj vlastnícke právo k originálu diela alebo jeho rozmnoženine.	reduces its value; if the ownership of the original of the work or its copy has passed to the acquirer, by publishing the original of the work or its copy to the author, the ownership of the original of the work or its copy also passes to the author.	
§ 50 Zamestnanecké dielo […] (2) Smrťou zamestnávateľa alebo zánikom zamestnávateľa oprávneného vykonávať majetkové práva autora k zamestnaneckému dielu, ktorý nemá právneho nástupcu, právo výkonu majetkových práv zamestnávateľa zaniká a majetkové práva k zamestnaneckému dielu vykonáva autor.	**§ 50 Employee work** […] (2) With the death of the employer or the dissolution of the employer entitled to exercise the author's property rights to the employee's work, which has no legal successor, the right to exercise the employer's property rights expires and the author's property rights to the employee's work are exercised.	**Work for hire/reversion** In case there is no legal successors to the employer, copyright reverts to an employee.
§ 63a	**§ 63a**	Implementation of the Term Directive.

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Ak výkonný umelec uzavrel s výrobcom zvukového záznamu jeho umeleckého výkonu zmluvu podľa *§ 63 ods. 5*, tak po uplynutí 50 rokov odo dňa prvého oprávneného vydania zvukového záznamu tohto umeleckého výkonu, alebo ak k vydaniu nedošlo, od prvého oprávneného verejného prenosu zvukového záznamu tohto umeleckého výkonu, výrobca zvukového záznamu tohto umeleckého výkonu verejne nerozširuje rozmnoženiny tohto zvukového záznamu predajom v dostatočnom množstve ani ich nesprístupňuje verejnosti, výkonný umelec môže od zmluvy podľa *§ 63 ods. 5* odstúpiť; tohto práva sa výkonný umelec nemôže vzdať. Odstúpenie od zmluvy podľa *§ 63 ods. 5* podľa predchádzajúcej vety nadobudne účinnosť po uplynutí lehoty jedného roka odo dňa doručenia odstúpenia výrobcovi zvukového záznamu, ak počas trvania tejto lehoty výrobca zvukového záznamu nepoužije zvukový záznam umeleckého výkonu oboma spôsobmi použitia zvukového záznamu umeleckého výkonu podľa predchádzajúcej vety.	If the performer has concluded a contract with the producer of the sound recording of his artistic performance pursuant to § 63 para. 5, after 50 years from the date of the first authorized release of the phonogram of this artistic performance, or, if no release has taken place, since the first authorized public transmission of a phonogram of that artistic performance, the producer of the phonogram of that artistic performance shall not publicly distribute copies of that quantity or make them available to the public, the performer may, from the contract pursuant to § 63 para. 5 resign; this right cannot be waived by the performer. Withdrawal from the contract according to § 63 par. 5 according to the previous sentence shall take effect after a period of one year from the date of delivery of the withdrawal to the phonogram producer, if during this period the phonogram producer does not use the phonogram of the artistic performance by both methods of using the phonogram of the artistic performance according to the previous sentence.	

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§ 71 (1) Ustanovenia *§ 5 ods. 6, 7, 10, 11, 14, 15, 17, 19, 21, § 8 až 10, § 12, 12b, 13, 15, § 18 ods. 3 až 6, § 20 ods. 1 až 4, § 39 až 51, § 53 až 61* sa primerane vzťahujú na výkonného umelca a na jeho umelecký výkon. (2) Ustanovenia *§ 5 ods. 6, 7, 10, 11, 14, 15, 17, 19, 21, § 8 až 10, § 13, § 15 ods. 2, § 18 ods. 3, § 20 ods. 1 až 4, § 39 až 49a, § 51, 53 až 61* sa primerane vzťahujú na výrobcu zvukového záznamu a jeho zvukový záznam, výrobcu zvukovo-obrazového záznamu a jeho zvukovo-obrazový záznam a na vysielateľa a jeho vysielanie.	**§ 71** (1) Provisions of § 5 par. 6, 7, 10, 11, 14, 15, 17, 19,21, § 8 to 10, § 12, 12b, 13, 15, § 18 par. 3 to 6, § 20 par. 1 to 4, Sections 39 to 51, Sections 53 to 61 shall apply mutatis mutandis to the performer and to his artistic performance. (2) Provisions of § 5 par. 6, 7, 10, 11, 14, 15, 17, 19, 21, § 8 to 10, § 13, § 15 par. 2, § 18 par. 3, § 20 par. 1 to 4, Sections 39 to 49a, Sections 51, 53 to 61 shall apply mutatis mutandis to the producer of a sound recording and his sound recording, to the producer of an audio-visual recording and to his audio-visual recording and to the broadcaster and its broadcasting.	
§ 77 Ustanovenia *§ 5 ods. 4, 7, 11* a *14, § 13, § 18 ods. 3 a 4, § 20 ods. 2 až 4, § 40 až 46, § 53 a 54, § 56 až 61* sa primerane vzťahujú aj na zhotoviteľa databázy.	**§ 77** Provisions of § 5 par. 4, 7, 11 and 14, § 13, § 18 par. 3 and 4, § 20 par. 2 to 4, § 40 to 46, § 53 and 54, § 56 to 61 shall apply mutatis mutandis to the contractor of the database.	

For historical acts, see Czechia section which includes acts of Czechoslovakia.

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25. Slovenia

Original title: Zakon o avtorski in sorodnih pravicah (ZASP) (1995)

Translated title: Copyright and Related Rights Act (ZASP) (1995)

Source: Pravno-informacijski sistem Republike Slovenije (PIS) available at: http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO403 <last accessed 17 October 2020>

Translation: Google Translate and a translation provided by Slovenian Intellectual Property Office (SIPO) available at: http://www.uil-sipo.si/fileadmin/upload_folder/zakonodaja/ZASP_EN_2007.pdf <last accessed 17 October 2020>

Domneve glede obsega prenosa **75.** **člen** (1) Če ni z zakonom ali s pogodbo drugače določeno se šteje, da je bil dogovorjen neizključni prenos, da velja samo za Republiko Slovenijo in da velja za čas, ki je običajen za to vrsto del.	**Assumptions regarding the extent of the transfer** **Article 75** (1) Unless otherwise provided by law or contract, it shall be deemed that a non- exclusive transfer has been agreed upon, that it applies only to the Republic of Slovenia and that it is valid for the time usual for this type of works.	**Default term of an agreement** Absent provisions to the contrary, an assignment is made for a term customary for a category of works agreement concerns.

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(2) Če ni določeno, katere posamične pravice ali kakšen obseg določene pravice se prenaša, se šteje, da so prenesene tiste pravice in v takem obsegu, kot je bistven za dosego namena pogodbe.	(2) Unless it is determined which individual rights or what extent of a particular right is transferred, those rights shall be deemed to have been transferred and to such extent as is essential for the purpose of the contract. *Translation by SIPO:* **Article 75 Presumptions as to the scope of assignment**	

	(1) Unless otherwise provided by law or contract, it shall be presumed that rights are assigned non-exclusively, that the assignment is territorially limited to the Republic of Slovenia, and that the assignment is limited in its duration to the term customary for this category of works. (2) If it is not specified which single rights are assigned, or to what extent a single right is assigned, it shall be presumed that only such rights, and only to such extent are assigned, as is essentially for the achievement of the intentions of the contract.	

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Preklic materialne avtorske pravice **83. člen** (1) Avtor lahko prekliče materialno avtorsko pravico, če jo njen izključni imetnik izvršuje v nezadostni meri ali sploh ne in so zaradi tega avtorjevi upravičeni interesi znatno prizadeti. Avtor preklica ne more uveljaviti, če vzroki za neizvrševanje ali nezadostno izvrševanje pretežno izvirajo iz njegove sfere. (2) Preklica iz prejšnjega odstavka ni mogoče uveljaviti pred potekom dveh let od prenosa materialne avtorske pravice na delu. Pri	**Revocation of material copyright Article** **83** (1) An author may revoke a material copyright if its exclusive holder exercises it insufficiently or not at all, and the author's legitimate interests are significantly affected. The author of the revocation cannot claim if the reasons for the non-execution or the insufficient execution originate mainly in his sphere. (2) The revocation referred to in the preceding paragraph may not be enforced before the expiry of two years from the transfer of material copyright at work. The contribution	**Right of termination** Unwaivable Concerns exclusive assignments. Trigger: non-use or insufficient use which **considerably [significantly] adversely [negatively] affects author's legitimate [valid] interests** Time: no earlier than **2 years** following the assignment of rights, **3 months** in case of daily newspapers, **1 year** in case of other periodical publications. Need to give the assignee **an adequate additional time** to comply with the use requirement.
prispevku za dnevni časopis znaša ta rok tri mesece, za drug periodični tisk pa eno leto. (3) Avtor lahko uveljavi preklic po tem členu samo, če ponudi imetniku primeren dodatni rok za zadostno izvrševanje pravice. (4) Z uveljavitvijo preklica materialna avtorska pravica imetnika ugasne. (5) Avtor se preklicu po tem členu ne more odpovedati.	for the daily newspaper shall be three months and for the second periodical one year. (3) An author may only enforce a revocation under this Article if he offers the holder an adequate additional period for sufficient exercise of the right. (4) With effect of cancellation, the material copyright of the holder shall be extinguished. (5) The author may not cancel the revocation under this Article.	Author needs to compensate the assignee when equity [justice] so requires. Exception: reasons for non-use or insufficient use lie mainly in the author's sphere.

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(6) Če to zahteva pravičnost, mora avtor povrniti imetniku primerno odškodnino.	(6) If required by justice, the author must reimburse the holder for appropriate compensation. *Translation by SIPO:* **Article 83 Revocation of economic right** (1) An author may revoke an assigned economic right, in case its exclusive holder exploits such right to insufficient extent or not at all, and the author's valid interests are considerably adversely affected thereby. Author cannot revoke the right, if the reasons for non- exploitation or insufficient exploitation originate preponderantly from his sphere.	

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	(2) The revocation mentioned in the foregoing paragraph cannot be effected before the expiration of two years from the time of assignment of the economic right to a work. In case of contributions to daily newspapers, this term shall be three months, and in case of other periodical publications, the term shall be one year. (3) An author may exercise his revocation, according to this Article, only after first giving the holder adequate additional time to comply with the demand for sufficient exploitation. (4) With the exercise of revocation, the economic right of the holder shall be extinguished. (5) Author cannot waive the right of revocation, as provided by this Article. (6) If equity so requires, the author must adequately indemnify the holder.	
Prenehanje pogodbe **92. člen** (1) Založniška pogodba preneha: 1. če avtor umre pred dokončanjem avtorskega dela;	**Termination of contract** **Article 92** (1) The publishing contract shall terminate: 1. if the author dies before the completion of the author's work;	**Right of termination** Concerns publishing agreements. Trigger: copies are **sold out**, work not- published in the agreed time.

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2. če je izčrpana naklada vseh dogovorjenih izdaj; 3. če je potekel rok trajanja pogodbe; 4. v drugih primerih, določenih s pogodbo ali zakonom. (2) Avtor lahko odstopi od založniške pogodbe, če se založnik potem, ko je izčrpana ena izdaja, ne loti nove dogovorjene izdaje v treh letih od dneva, ko je avtor to zahteval, razen če ni s pogodbo drugače določeno. (3) Šteje se, da je po prejšnjih odstavkih izdaja izčrpana, če je število neprodanih primerkov manjše od 5 % celotne izdaje, v vsakem primeru pa, če je manjše od 100 primerkov. (4) Če založnik ne izda dela v dogovorjenem roku, lahko avtor odstopi od pogodbe in zahteva odškodnino, poleg tega pa lahko obdrži prejeti honorar oziroma zahteva plačilo dogovorjenega honorarja. (5) Če rok za izdajo dela ni določen v pogodbi, je založnik dolžan delo izdati v primernem roku, najpozneje pa v enem letu od dneva izročitve dela.	2. if the circulation of all agreed issues is exhausted; 3. if the contract has expired; 4. in other cases stipulated by contract or law. (2) The author may withdraw from the publishing contract unless the publisher, after having exhausted one edition, undertakes a new agreed edition within three years from the day the author requested it, unless otherwise stipulated by the contract. (3) According to the preceding paragraphs, an issue shall be deemed to be exhausted if the number of unsold copies is less than 5% of the total issue, and in any case if it is less than 100 copies. (4) If the publisher does not issue the work within the agreed deadline, the author may withdraw from the contract and claim compensation, and may also retain the fee received or request payment of the agreed fee. (5) If the deadline for the issue of the work is not specified in the contract, the publisher shall be obliged to issue the work within a reasonable	Termination when copies **sold out**: Copies of an edition are considered sold out, when **less than 5%** of total copies in the edition is available, and in any case, if **less than 100** copies are available. Author needs to **request a new edition**. Publisher has **3 years** to "proceed to publish" the new edition, following the request. Author can withdraw from the publishing agreement if the publisher does not observe the 3-years term. This requirement does not apply **if contract provides otherwise**. Termination if the publisher **does not publish the work**: Applies when the publisher does not publish the work **within the agreed time**, and if the time was not agreed, within a reasonable time, but no later than **1 year** after work was delivered. Author keeps the right to remuneration or to demand payment of the remuneration due. Author can claim damages.

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	time, but not later than one year from the date of delivery of the work. *Translation by SIPO:* **Article 92 Termination of contract** (1) The publishing contract shall terminate: 1. if the author dies before the completion of the work; 2. if the copies of all agreed upon editions are sold out; 3. if the term of the contract has expired; 4. in other cases provided for by law or contract. (2) The author may rescind the publishing contract if the publisher, after an edition is sold out, does not proceed to publish a new agreed upon edition within three years of the date when the author requested it, unless otherwise provided by contract. (3) An edition shall be considered sold out, within the meaning of the foregoing paragraphs, if the number of unsold copies is under 5% of the total edition, and in any case, if the number is less than 100 copies. (4) If the publisher does not publish the work within the stipulated time limit, the author may	

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	rescind the contract and claim damages, in addition to the right to keep the remuneration	

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Pojem **85. člen** (1) Z založniško pogodbo se avtor zaveže prenesti na založnika pravico reproduciranja svojega dela v obliki tiskanja in pravico distribuiranja primerkov dela, založnik pa se zaveže, da mu bo za to plačal honorar ter delo reproduciral in distribuiral. (2) Založniška pogodba glede določenega dela lahko vsebuje tudi dogovor o klubski izdaji, žepni knjigi, periodični izdaji v nadaljevanjih, prenosu pravice prevajanja itd.	received, or to demand payment of stipulated remuneration, as the case may be. (5) If the time limit for publication of the work is not stipulated in the contract, the publisher shall be required to publish the work within reasonable time, but not later than one year from the date of the delivery of the work. *Re definition of publishing agreement* **Article 85 Definition** (1) By a publishing contract the author undertakes to assign to the publisher the right of reproduction of his work in the form of printing, and the right to distribute the copies of the work, while the publisher undertakes to pay the author an agreed upon remuneration, and to reproduce and distribute the work. (2) A publishing contract with respect to a certain work may also include the agreement on a club edition, pocket-book edition, periodical edition in instalments, the assignment of the right of translation, etc.	
Odstop od pogodbe **98. člen** Če uporabnik ne izvede dela v dogovorjenem roku, lahko avtor odstopi od pogodbe in terja	**Contract withdrawal** **Article 98** f the user fails to complete the work within the agreed deadline, the author may withdraw from	**Right of termination** Concerns performance agreements. Trigger: **lack of performance within the agreed time**.

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odškodnino, poleg tega pa lahko obdrži prejeti honorar oziroma zahteva plačilo dogovorjenega honorarja. **Pojem** **95. člen** S pogodbo o izvedbi se avtor zaveže prenesti uporabniku pravico javnega recitiranja, javne izvedbe ali javne uprizoritve svojega dela, uporabnik pa se zaveže, da bo avtorju za to plačal honorar ter delo recitiral, izvedel ali uprizoril.	the contract and claim compensation, and may also retain the fee received or request payment of the agreed fee. *Translation by SIPO:* **Article 98 Rescission of contract** If the user does not perform the work within the stipulated time, the author may rescind the contract and claim damages, in addition to the right to keep the remuneration received or to demand payment of stipulated remuneration. *Re performance contract (translation by SIPO):* **Article 95 Definition** By a contract of performance, an author undertakes to assign to the user the right of public recitation, public performance or public staging of his work, while the user undertakes to pay to the author the agreed upon remuneration and to recite, perform or stage the work.	Author keeps the right to remuneration or to demand payment of the remuneration due. Author can claim damages.
Avtorsko delo iz delovnega razmerja **101. člen** (1) Kadar avtorsko delo ustvari delojemalec pri izpolnjevanju svojih obveznosti ali po navodilih delodajalca (avtorsko delo iz delovnega razmerja), se šteje, da so materialne avtorske pravice in druge pravice avtorja na tem delu	**Author work from employment relationship** **Article** **101** (1) When copyrighted work is created by an employee in the performance of his or her obligations or as directed by the employer	**Work for hire/termination** Exclusive assignment of rights to a work created in the course of employment to the employer. Trigger: lapse of **10-year period** After 10 years rights revert to the employee.

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	(copyrighted work from an employment relationship), material copyrights and other	

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izključno prenesene na delodajalca za deset let od dokončanja dela, če ni s pogodbo drugače določeno. (2) Po preteku roka iz prejšnjega odstavka pripadejo pravice iz prejšnjega odstavka delojemalcu, s tem da delodajalec lahko zahteva njihov ponovni izključni prenos proti plačilu primernega nadomestila.	rights of the author in this work shall be deemed to be exclusively transferred to the employer for ten years from the completion of the work, unless otherwise provided in the contract. (2) After the expiry of the period referred to in the previous paragraph, the rights referred to in the previous paragraph shall expire to the employee, so that the employer may request their exclusive transfer again for payment of adequate compensation. *Translation by SIPO:* **Article 101 Copyright work created in the course of employment** (1) When copyright work is created by an employee in the execution of his duties or following the instructions given by his employer (copyright work created in the course of employment), it shall be deemed that the economic rights and other rights of the author to such work are exclusively assigned to the employer for the period of ten years from the completion of the work, unless otherwise provided by contract. (2) On the expiration of the term mentioned in the foregoing paragraph, the rights mentioned	Exceptions: rights to a database and to a collective work, exclusively and with no limitation belong to the employer. Exceptions: right to a computer program (art. 112). Exceptions: *sui generis* database right (art. 141e).

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Posebne pravice **102. člen** Ne glede na določbe prejšnjega člena 1. obdrži delojemalec izključno pravico, da uporablja avtorsko delo iz delovnega razmerja v okviru svojih zbranih del; 2. se šteje, da so materialne avtorske pravice in druge pravice avtorja na bazi podatkov in kolektivnem delu izključno in neomejeno prenesene na delodajalca, če ni s pogodbo drugače določeno.	in the foregoing paragraph revert to the employee, however, the employer can claim a new exclusive assignment of these rights, for adequate remuneration. **Special rights** **Article 102** Notwithstanding the provisions of the preceding Article 1. the employee retains the exclusive right to use the copyrighted work in the context of his or her collected works; 2. material copyrights and other author's rights on the database and the collective work shall be deemed to be exclusively and indefinitely transferred to the employer, unless otherwise provided by contract. *Translation by SIPO:* **Article 102 Special rights** Irrespective of the provisions of the foregoing Article: 1. an employee retains the exclusive right to use a work, created in the course of employment, as part of his collected works; 2. it shall be deemed that economic rights and other rights of the author to a database and to a collective work, are assigned exclusively and	

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	without limitations to the employer, unless otherwise provided by contract.	
Pravica avdiovizualne priredbe **104. člen** (1) Pravica avdiovizualne priredbe je izključna pravica, da se prvotno delo predela ali vključi v avdiovizualno delo. (2) S sklenitvijo pogodbe o avdiovizualni priredbi se šteje, da je avtor prvotnega dela izključno in neomejeno prenesel na filmskega producenta pravico predelave in vključitve prvotnega dela v avdiovizualno delo, svoje materialne avtorske pravice in druge pravice avtorja na tem avdiovizualnem delu, njegovem prevodu, njegovih avdiovizualnih predelavah ali na fotografijah, nastalih v zvezi s produkcijo avdiovizualnega dela, če ni s pogodbo drugače določeno. (3) Ne glede na določbe prejšnjega odstavka obdrži avtor prvotnega dela: 1. izključno pravico do nadaljnje predelave avdiovizualnega dela v kakšno drugo umetniško obliko;	**Right of audiovisual performance Article 104** (1) The right of an audiovisual adaptation is the exclusive right to transform or integrate the original work into audiovisual work. (2) By concluding a contract on an audiovisual adaptation, it is considered that the author of the original work has exclusively and without restriction transferred to the film producer the right to process and integrate the original work into the audiovisual work, his material copyrights and other rights of the author in that audiovisual work, his translation, his audiovisual reproduction or in photographs taken in connection with the production of audiovisual work, unless otherwise provided in the contract. (3) Notwithstanding the provisions of the preceding paragraph, the author of the original work shall retain: 1. the exclusive right to further transform the audiovisual work into any other artistic form;	**Right of termination [non-exclusive to exclusive]** Applies to contracts for **audiovisual adaptation**. Trigger: lapse of 10-year period from the conclusion of an original agreement. After **10-year period** lapses the author can enter a new agreement for audiovisual adaptation.

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2. izključno pravico do nove avdiovizualne priredbe prvotnega dela, vendar po preteku desetih let od sklenitve pogodbe iz prejšnjega odstavka; 3. pravico do primernega nadomestila od filmskega producenta za vsakokratno dajanje v najem videogramov avdiovizualnega dela. (4) Avtor prvotnega dela se ne more odpovedati pravicam iz prejšnjega odstavka.	2. the exclusive right to a new audiovisual adaptation of the original work, but after ten years from the conclusion of the contract referred to in the previous paragraph; 3. the right to a reasonable remuneration from the film producer for the rental of videograms of audiovisual work. (4) The author of the original work may not waive the rights referred to in the previous paragraph. *Translation by SIPO:* **Article 104 The right of audiovisual adaptation** (1) The right of audiovisual adaptation is the exclusive right to transform or include a preexisting work in an audiovisual work. (2) It shall be deemed that, by making a contract of audiovisual adaptation, the author of a pre- existing work had assigned to the film producer, exclusively and without limitations, the right of transformation and inclusion of the preexisting work in an audiovisual work, his economic rights and other rights of the author in this audiovisual work, its translations, its audiovisual transformations and to photographs made in connection with the	

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	production of the audiovisual work, unless otherwise provided by contract. (3) Regardless of the provisions of the foregoing paragraph, the author of a pre- existing work shall retain: 1. the exclusive right to further transformation of the audiovisual work into another artistic form; 2. the exclusive right to a new audiovisual adaptation of the pre-existing work, however, only after the expiry of ten years from the making of the contract mentioned in the above paragraph; 3. the right to claim equitable remuneration from the film producer for each rental of videograms of an audiovisual work. (4) Author of a pre-existing work cannot waive the rights mentioned in the foregoing paragraph.	

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Odstop od pogodbe **110. člen** (1) Če filmski producent ne konča avdiovizualnega dela v petih letih od sklenitve pogodbe o filmski produkciji ali če ne distribuira končanega avdiovizualnega dela v enem letu od njegovega dokončanja, lahko soavtorji odstopijo od pogodbe, razen če je bil dogovorjen kakšen drug rok.	**Contract withdrawal** **Article 110** (1) If the film producer does not complete the audiovisual work within five years of the conclusion of the film production contract, or if he does not distribute the completed audiovisual work within one year of its completion, the coauthors may withdraw from	**Right of termination** Concerns film production contract. Trigger: audiovisual work **not complete within** **5 years** following the conclusion of an agreement or the audiovisual work **distributed within 1 year** from its completic**not** Coauthors of the audiovisual works c withdraw from the agreement.

	the contract unless another deadline has been agreed.	Co-authors and contributors to audiovisual work keep the right to remuneration.

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(2) V primeru iz prejšnjega odstavka soavtorji in avtorji prispevkov obdržijo pravico do plačila honorarja.	(2) In the case referred to in the preceding paragraph, the co-authors and authors of contributions shall retain the right to payment of fees. *Translation by SIPO:* **Article 110 Rescission of contract** (1) If a film producer does not complete the audiovisual work within five years from the making of the film production contract, or if he does not distribute the completed audiovisual work within one year from the time of its completion, the co-authors may demand that the contract be rescinded, unless different term was stipulated in the contract. (2) In the case mentioned in the foregoing paragraph, co-authors and authors of contributions retain the right to remuneration.	
Preklic pogodbe o prenosu pravic **122.a člen** (1) Če izvajalec zahteva preklic pogodbe o prenosu materialnih pravic po 83. členu tega zakona, ker proizvajalec fonogramov v 50 letih od zakonite izdaje fonograma ali, če ta ni bil	**Revocation of a transfer agreement** **Article 122a** (1) If the performer requests the cancellation of the contract on transfer of material rights under Article 83 of this Act, because the producer of phonograms did not offer	Implementation of the Term Directive.

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izdan, v 50 letih od njegove zakonite priobčitve javnosti ni v zadostni količini ponudil primerkov fonogramov za prodajo ali jih po žici ali brezžično ni naredil dostopne javnosti na način, ki omogoča posameznikom dostop do njih s kraja in v času, ki ju sami izberejo, znaša dodatni rok iz tretjega odstavka 83. člena tega zakona eno leto. (2) Če proizvajalec fonogramov v roku iz prejšnjega odstavka ne izvede obeh načinov izkoriščanja, lahko izvajalec uveljavi preklic pogodbe o prenosu materialnih pravic.	sufficient quantity to the public within 50 years of the lawful issuance of the phonogram or, if it was not issued, within 50 years of its legal communication copies of phonograms for sale or not made available to the public by wire or wirelessly in such a way as to allow individuals to access them from a place and at a time of their choice, the additional period referred to in the third paragraph of Article 83 of this Act shall be one year. (2) If the producer of the phonograms fails to perform both methods of exploitation within the time limit referred to in the preceding paragraph, the performer may invoke the cancellation of the contract for the transfer of material rights.	

26. Spain

Original title: Ley de Propiedad Intelectual, regularizando, aclarando y armonizando las Disposiciones Legales Vigentes sobre la Materia (aprobado por el Real
Decreto legislativo N° 1/1996 de 12 de abril de 1996, y modificado hasta el Real Decreto-ley N° 17/2020, de 5 de mayo de 2020)

Translated title: Law on Intellectual Property, Regularizing, Clarifying and Harmonizing the Applicable Statutory Provisions (approved by Royal Legislative Decree No. 1/1996 of April 12, 1996, and amended up to Royal Decree-Law No. 17/2020 of May 5, 2020)

Source: Agencia Estatal Boletín Oficial del Estado available at: https://www.boe.es/buscar/act.php?id=BOE-A-1996-8930 <last accessed 17 October 2020>

Translation: DeepL Translator

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Artículo 14. *Contenido y características del derecho moral.* Corresponden al autor los siguientes derechos irrenunciables e inalienables: […] 6.º Retirar la obra del comercio, por cambio de sus convicciones intelectuales o morales, previa indemnización de daños y perjuicios a los titulares de derechos de explotación. Si, posteriormente, el autor decide reemprender la explotación de su obra deberá ofrecer preferentemente los correspondientes derechos al anterior titular de los mismos y en condiciones razonablemente similares a las originarias.	**Article 14. Content and characteristics of moral rights.** The following rights are inalienable and cannot be waived: […] 6.º Withdraw the work from the market, due to a change in his intellectual or moral convictions, with prior compensation for damages to the owners of exploitation rights. If, subsequently, the author decides to resume exploitation of his work, he shall preferably offer the corresponding rights to the previous owner of those rights and under conditions reasonably similar to the original ones.	**Right of termination** Concerns **moral rights**. Trigger: **change in intellectual or moral convictions** of the author. Author needs to compensate the damages of the former rightsholder.
Artículo 43. *Transmisión «inter vivos».* 1. Los derechos de explotación de la obra pueden transmitirse por actos «inter vivos»,	**Article 43. "Inter vivos" transmission.** 1. The rights of exploitation of the work may be transmitted by inter vivos acts, The	**Default duration of an agreement** Absent provisions to the contrary, agreement is concluded for **5 years**.

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quedando limitada la cesión al derecho o derechos cedidos, a las modalidades de explotación expresamente previstas y al tiempo y ámbito territorial que se determinen. 2. La falta de mención del tiempo limita la transmisión a cinco años y la del ámbito territorial al país en el que se realice la cesión. Si no se expresan específicamente y de modo concreto las modalidades de explotación de la obra, la cesión quedará limitada a aquella que se deduzca necesariamente del propio contrato y sea indispensable para cumplir la finalidad del mismo.	assignment is limited to the right or rights assigned, to the modalities of exploitation expressly provided and to the time and territorial scope to be determined. 2. The absence of any mention of time limits the transfer to five years and the territorial scope to the country where the transfer is made. If the terms and conditions of exploitation of the work are not specifically and specifically expressed, the assignment shall be limited to that which is necessarily deduced from the contract itself and is indispensable for the fulfilment of its purpose.	
Artículo 52. *Transmisión de derechos para publicaciones periódicas.* Salvo estipulación en contrario, los autores de obras reproducidas en publicaciones periódicas conservan su derecho a explotarlas en cualquier forma que no perjudique la normal de la publicación en la que se hayan insertado. El autor podrá disponer libremente de su obra, si ésta no se reprodujese en el plazo de un mes desde su envío o aceptación en las publicaciones diarias o en el de seis meses en las restantes, salvo pacto en contrario.	**Article 52. Transfer of rights for periodical publications.** Unless otherwise stipulated, the authors of works reproduced in periodical publications shall retain their right to exploit them in any way that does not prejudice the normal publication in which they have been inserted. The author may freely dispose of his work if it is not reproduced within one month following its dispatch or acceptance in the daily publications, or within six months in the remaining ones, unless otherwise agreed.	**Right of termination [exclusive to non- exclusive]** Concerns works included in periodicals. Trigger: lack of publication within **1 month** in case of daily newspapers, and **6 months** in case of other periodical publications. Author can freely dispose of her work after the term lapses.

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La remuneración del autor de las referidas obras podrá consistir en un tanto alzado.	The remuneration of the author of such works may consist of a flat-rate payment.	
Artículo 62. *Edición en forma de libro.* […] 3. Cuando el contrato establezca la edición de una obra en varias lenguas españolas oficiales, la publicación en una de ellas no exime al editor de la obligación de su publicación en las demás. Si transcurridos cinco años desde que el autor entregue la obra, el editor no la hubiese publicado en todas las lenguas previstas en el contrato, el autor podrá resolverlo respecto de las lenguas en las que no se haya publicado. 4. Lo dispuesto en el apartado anterior se aplicará también para las traducciones de las obras extranjeras en España.	**Article 62. Publication in book form.** […] 3. Where the contract provides for the publication of a work in several official Spanish languages, publication in one of them does not exempt the publisher from the obligation to publish it in the others. If, after five years have elapsed since the author submitted the work, the publisher has not published it in all the languages specified in the contract, the author may terminate it with respect to the languages in which it has not been published. 4. The provisions of the foregoing paragraph shall also apply to translations of foreign works in Spain.	**Right of termination** Concerns (book) publishing agreements. Trigger: lack of publication in **all agreed languages** within **5 years** following the submission of a complete work by an author.

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Artículo 68. *Resolución.* 1. Sin perjuicio de las indemnizaciones a que tenga derecho, el autor podrá resolver el contrato de edición en los casos siguientes:	**Article 68. Resolution.** 1. Without prejudice to the compensation to which he is entitled, the author may terminate the publishing contract in the following cases	**Right of termination** Concerns publishing agreements. Trigger: 1) lack of publication within **the agreed term** or terms; 2) improper assignment of the publisher's right to a third party;

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a) Si el editor no realiza la edición de la obra en el plazo y condiciones convenidos. b) Si el editor incumple alguna de las obligaciones mencionadas en los apartados 2.º, 4.º y 5.º del artículo 64, no obstante el requerimiento expreso del autor exigiéndole su cumplimiento. c) Si el editor procede a la venta como saldo o a la destrucción de los ejemplares que le resten de la edición, sin cumplir los requisitos establecidos en el artículo 67 de esta Ley. d) Si el editor cede indebidamente sus derechos a un tercero. e) Cuando, previstas varias ediciones y agotada la última realizada, el editor no efectúe la siguiente edición en el plazo de un año desde que fuese requerido para ello por el autor. Una edición se considerará agotada a los efectos de este artículo cuando el número de ejemplares sin vender sea inferior al 5 por 100 del total de la edición y, en todo caso, inferior a 100.	(a) if the publisher fails to publish the work within the agreed period and on the agreed terms (b) if the publisher fails to fulfil any of the obligations mentioned in Article 64(2), (4) and (5), notwithstanding the express request of the author to do so (c) if the publisher sells the remaining copies of the edition as a balance or destroys them without complying with the requirements laid down in Article 67 of this Law (d) if the publisher improperly assigns his rights to a third party (e) where several editions are planned and the last one carried out is sold out, the publisher does not carry out the next edition within one year of being requested to do so by the author. An edition shall be considered out of print for the purposes of this Article where the number of unsold copies is less than 5 per cent of the total of the edition, and in any event less than 100.	3) lack of publication of a new edition within **1 year** from author's request for a new edition, in case previous edition is sold out, and the publishing contract envisaged more than one edition; 4) liquidation or change of ownership of the publisher. A book is considered out-of-print, when a number of unsold copies is **less than 5%** of an edition, in any case when **less than 100 copies** are available.

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f) En los supuestos de liquidación o cambio de titularidad de la empresa editorial, siempre que no se haya iniciado la reproducción de la obra, con devolución, en su caso, de las cantidades percibidas como anticipo. 2. Cuando por cese de la actividad del editor o a consecuencia de un procedimiento concursal se suspenda la explotación de la obra, la autoridad judicial, a instancia del autor, podrá fijar un plazo para que se reanude aquélla, quedando resuelto el contrato de edición si así no se hiciere.	(f) in cases of liquidation or change of ownership of the publishing firm, provided that the reproduction of the work has not begun, with return, where appropriate, of the sums received as an advance. 2. Where the exploitation of the work is suspended on account of the cessation of the publisher's activities or as a result of insolvency proceedings, the judicial authority may, at the request of the author, set a period for the resumption of such exploitation, in which case the publishing contract shall be terminated if that is not done.	
Artículo 69. *Causas de extinción.* El contrato de edición se extingue, además de por las causas generales de extinción de los contratos, por las siguientes: 1. ª Por la terminación del plazo pactado. 2. ª Por la venta de la totalidad de los ejemplares, si ésta hubiera sido el destino de la edición. 3.ª Por el transcurso de diez años desde la cesión si la remuneración se hubiera pactado exclusivamente a tanto alzado de acuerdo con	**Article 69. Causes of extinction.** The publishing contract is extinguished, in addition to the general causes of extinction of contracts, for the following: 1. For the completion of the agreed period. 2. For the sale of all the copies, if this has been the destination of the edition. 3. For the ten years following the assignment if remuneration has been agreed exclusively on a	**Termination** Concerns publishing agreements. Trigger: 1) **sale of all copies**, when the agreement concerned single edition; 2) lapse of **10-year** period in case of the agreements including solely a **flat-rate remuneration**; 3) lapse of **15-year** period “after the author has put the publisher in a position to carry out the reproduction of the work”.

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lo establecido en el artículo 46, apartado 2.d), de esta Ley. 4.ª En todo caso, a los quince años de haber puesto el autor al editor en condiciones de realizar la reproducción de la obra.	flat-rate basis in accordance with the provisions of Article 46(2)(d) of this Act. 4. In any case, fifteen years after the author has put the publisher in a position to carry out the reproduction of the work.	
Artículo 75. *Modalidades y duración máxima del contrato.* 1. Las partes podrán contratar la cesión por plazo cierto o por número determinado de comunicaciones al público. En todo caso, la duración de la cesión en exclusiva no podrá exceder de cinco años. 2. En el contrato deberá estipularse el plazo dentro del cual debe llevarse a efecto la comunicación única o primera de la obra. Dicho plazo no podrá ser superior a dos años desde la fecha del contrato o, en su caso, desde que el autor puso al empresario en condiciones de realizar la comunicación. Si el plazo no fuese fijado, se entenderá otorgado por un año. En el caso de que tuviera por objeto la representación escénica de la obra, el referido plazo será el de duración de la	**Article 75. Arrangements and maximum duration of the contract.** 1. The parties may contract the assignment for a certain period of time or for a certain number of communications to the public. In any case, the duration of the exclusive assignment may not exceed five years. 2. The contract must stipulate the period within which the single or first communication of the work must be effected. That period may not exceed two years from the date of the contract or, where appropriate, from the time when the author made the communication available to the impresario. If the term is not fixed, it shall be understood to be granted for one year. In the case of the purpose of the stage performance of the work, the said period shall be that of the duration of	**Default and max term of an agreement** Concerns theatrical and musical performance contracts. Duration of exclusive assignment cannot exceed **5 years**. First performance or a single performance need to take place within max **2 years** from the conclusion of the contract, or when appropriate, from the delivery of work to be performed. Absent provisions to the contrary, first or only performance should take place within **1 year**, and in case of a stage performance, within the **duration of a season** when contract was concluded.

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temporada correspondiente al momento de la conclusión del contrato.	the season corresponding to the time of conclusion of the contract.	

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Artículo 81. *Causas de resolución.* El contrato podrá ser resuelto por voluntad del autor en los siguientes casos: 1.º Si el empresario que hubiese adquirido derechos exclusivos, una vez iniciadas las representaciones públicas de la obra, las interrumpiere durante un año. 2.º Si el empresario incumpliere la obligación mencionada en el apartado 1.º del artículo 78. 3.º Si el empresario incumpliere cualquiera de las obligaciones citadas en los apartados 2.º, 3.º, 4.º y 5.º del mismo artículo 78, después de haber sido requerido por el autor para su cumplimiento. **Artículo 78.** *Obligaciones del cesionario.* El cesionario está obligado: 1.º A llevar a cabo la comunicación pública de la obra en el plazo convenido o determinado conforme al apartado 2 del artículo 75.	**Article 81. Causes for resolution.** The contract may be terminated by the author's will in the following cases: 1. if the impresario who has acquired exclusive rights interrupts the public performance of the work for a year once it has begun 2. If the entrepreneur fails to comply with the obligation mentioned in paragraph 1 of Article 78. 3. if the impresario fails to comply with any of the obligations mentioned in Article 78(2), (3), (4) and (5) after having been requested to do so by the author *Re obligations* **Article 78.** *Obligations of the assignee.* The assignee is bound: 1. To carry out the public communication of the work within the period agreed upon or determined in accordance with article 75.2.	**Right of termination** Concerns theatrical performance and musical performance contracts. Trigger: 1) lack of performance for a period of **1 year**, following the initial performance; 2) lack of initial performance within the **agreed time**, or time stipulated by the IP Law [art. 75: 1 year, or in case of stage performance, within duration of a season when contract was concluded].

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2. º A efectuar esa comunicación sin hacer en la obra variaciones, adiciones, cortes o supresiones no consentidas por el autor y en condiciones técnicas que no perjudiquen el derecho moral de éste. 3. º A garantizar al autor o a sus representantes la inspección de la representación pública de la obra y la asistencia a la misma gratuitamente. 4. º A satisfacer puntualmente al autor la remuneración convenida, que se determinará conforme a lo dispuesto en el artículo 46 de esta Ley. 5. º A presentar al autor o a sus representantes el programa exacto de los actos de comunicación, y cuando la remuneración fuese proporcional, una declaración de los ingresos. Asimismo, el cesionario deberá facilitarles la comprobación de dichos programas y declaraciones.	2. to make the communication without making any variations, additions, cuts or deletions to the work that have not been authorized by the author and under technical conditions that do not prejudice his moral rights 3. to guarantee to the author or his representatives that the public performance of the work will be inspected and attended free of charge 4. to pay the agreed remuneration to the author in a timely manner, which shall be determined in accordance with the provisions of Article 46 of this Law 5. to submit to the author or his representatives the exact program of the acts of communication, and where the remuneration is proportional, a statement of income The assignee shall also facilitate the verification of such programs and statements.	
Artículo 110 bis. *Disposiciones relativas a la cesión de derechos al productor de fonogramas.* 1. Si, una vez transcurridos cincuenta años desde la publicación lícita del fonograma o, en caso de no haberse producido esta última,	**Article 110bis. Provisions on the assignment of rights to the producer of phonograms**. 1. If, after a period of 50 years from the lawful publication of the phonogram or, where no	Implementation of the Term Directive.

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cincuenta años desde su comunicación lícita al público, no se pone a la venta un número suficiente de copias que satisfaga razonablemente las necesidades estimadas del público de acuerdo con la naturaleza y finalidad del fonograma, o no se pone a disposición del público, en la forma establecida en el artículo 20.2.i), el artista intérprete o ejecutante podrá poner fin al contrato en virtud del cual cede sus derechos con respecto a la grabación de su interpretación o ejecución al productor de fonogramas.	such publication has taken place, 50 years from the lawful communication of the phonogram to the public, a sufficient number of copies is not offered for sale in such a way as reasonably to meet the public's needs, having regard to the nature and purpose of the phonogram, or is not made available to the public in the manner provided for in Article 20 (2)(i), the performer may terminate the contract by which he transfers his rights in the fixation of his performance to the phonogram producer	
El derecho a resolver el contrato de cesión podrá ejercerse si, en el plazo de un año desde la notificación fehaciente del artista intérprete o ejecutante de su intención de resolver el contrato de cesión conforme a lo dispuesto en el párrafo anterior, el productor no lleva a cabo ambos actos de explotación mencionados en dicho párrafo. Esta posibilidad de resolución no podrá ser objeto de renuncia por parte del artista intérprete o ejecutante.	The right to terminate the contract on transfer may be exercised if, within one year of the performer's reliable notification of his intention to terminate the contract on transfer in accordance with the provisions of the previous paragraph, the producer does not carry out both acts of exploitation mentioned in that paragraph. This possibility of termination may not be waived by the performer.	

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Cuando un fonograma contenga la grabación de las interpretaciones o ejecuciones de varios artistas intérpretes o ejecutantes, éstos sólo podrán resolver el contrato de cesión de conformidad con el artículo 111. Si se pone fin al	Where a phonogram contains the recording of the performances of several performers, the latter may only terminate the contract on transfer in accordance with Article 111. If the	
contrato de cesión de conformidad con lo especificado en el presente apartado, expirarán los derechos del productor del fonograma sobre éste.	contract on transfer is terminated in accordance with the provisions of this paragraph, the rights of the phonogram producer in the phonogram shall expire.	

Historical sources:

Original title: Ley 22/1987, de 11 de noviembre, de Propiedad Intelectual Translated title:

Law 22/1987 on Intellectual Property

Source: Agencia Estatal Boletín Oficial del Estado available at: https://www.boe.es/eli/es/l/1987/11/11/22 <last accessed 17 October 2020> Translation: DeepL Translator

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Artículo 14. Corresponden al autor los siguientes derechos irrenunciables e inalienables: […] 6.º Retirar la obra del comercio, por cambio de sus convicciones intelectuales o morales, previa indemnización de daños y perjuicios a los titulares de derechos de explotación. Si, posteriormente, el autor decide reemprender la explotación de su obra deberá ofrecer preferentemente los correspondientes derechos al anterior titular de los mismos y en condiciones razonablemente similares a las originarias.	**Article 14.** The following rights are inalienable and may not be waived […] 6.º To withdraw the work from the market, due to a change in his intellectual or moral convictions, with prior compensation for damages to the owners of exploitation rights. If, subsequently, the author decides to resume exploitation of his work, he shall preferably offer the corresponding rights to the previous owner of those rights and under conditions reasonably similar to the original ones.	**Right of termination** Concerns **moral rights**. Concerns published/made available works. Trigger: **change of intellectual or moral convictions of the author**. Need to compensate damages of the former rightsholder. In case of resumed exploitation: need to make an offer of corresponding rights, under similar conditions to the former rightsholder.
Artículo 43.	**Article 43.**	**Default duration of an agreement**

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1. Los derechos de explotación de la obra pueden transmitirse por actos ínter vivos, quedando limitada la cesión al derecho o derechos cedidos a las modalidades de explotación expresamente previstas y al tiempo y ámbito territorial que se determinen. 2. La falta de mención del tiempo limita la transmisión a cinco años y la del ámbito territorial al país en el que se realice la cesión. Si no se expresan específicamente y de modo concreto las modalidades de explotación de la obra, la cesión quedará limitada a aquella que se deduzca necesariamente del propio contrato y sea indispensable para cumplir la finalidad del mismo.	1. The rights of exploitation of the work may be transferred by inter vivos acts, the assignment of the right or rights assigned being limited to the forms of exploitation expressly provided for and the time and territorial scope to be determined. 2. The absence of any mention of time limits the transfer to five years and the transfer of the territorial scope to the country in which the transfer is made. If the forms of exploitation of the work are not specifically and specifically expressed, the assignment shall be limited to that which is necessarily deduced from the contract itself and is indispensable for the fulfilment of its purpose.	Absent provisions to the contrary, agreement concerning right of exploitation lasts **5 years**.
Artículo 52. Salvo estipulaciones en contrario, los autores de obras reproducidas en publicaciones periódicas conservan su derecho a explotarlas en cualquier forma que no perjudique la normal de la publicación en la que se hayan insertado. El autor podrá disponer libremente de su obra, si ésta no se reprodujese en el plazo de un mes desde su envío o aceptación en las publicaciones diarias o en el de seis meses en las restantes, salvo pacto en contrario.	**Article 52.** Unless otherwise stipulated, the authors of works reproduced in periodical publications shall retain their right to exploit them in any way that does not prejudice the normal publication in which they have been inserted. The author may freely dispose of his work if it is not reproduced within one month following its dispatch or acceptance in the daily publications, or within six months in the other publications, unless otherwise agreed.	**Right of termination [exclusive to non- exclusive]** Concerns works included in periodicals. Trigger: lack of publication within **1 month** in case of daily newspapers, and **6 months** in case of other periodical publications. Author can freely dispose of her work after the term lapses.

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Artículo 62. […] 3. Cuando el contrato establezca la edición de una obra en varias lenguas españolas oficiales, la publicación en una de ellas no exime al editor de la obligación de su publicación en las demás. Si transcurridos cinco años desde que el autor entregue la obra, el editor no la hubiese publicado en todas las lenguas previstas en el contrato, el autor podrá resolverlo respecto de las lenguas en las que no se haya publicado.	**Article 62.** […] 3. Where the contract provides for the publication of a work in several official Spanish languages, publication in one of those languages does not exempt the publisher from the obligation to publish it in the others. If, after five years have elapsed since the author submitted the work, the publisher has not published it in all the languages provided for in the contract, the author may terminate it in respect of the languages in which it has not been published.	**Termination right** Concerns publishing agreements. Trigger: lack of **publication in all languages** envisaged in the contract. Termination concerns languages the work has not been published in.

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Artículo 68. 1. Sin perjuicio de las indemnizaciones a que tenga derecho, el autor podrá resolver el contrato de edición en los casos siguientes: a) Si el editor no realiza la edición de la obra en el plazo y condiciones convenidos. b) Si el editor incumple alguna de las obligaciones mencionadas en los números 2.º, 4.º y 5.º del artículo 64, no obstante el	**Article 68.** Without prejudice to the compensation to which he is entitled, the author may terminate the publishing contract in the following cases (a) if the publisher fails to publish the work within the agreed period and on the agreed terms (b) if the publisher fails to fulfill any of the obligations mentioned in Sections 2, 4 and 5 of Article 64, notwithstanding the express request of the author to do so	**Right of termination** Concerns publishing agreements. Trigger: 1) lack of initial publication within the agreed period of time, which may not exceed **2 years** after the delivery of a work (with exceptions); 2) publisher fails to **continuously exploit and commercially disseminate** the work; 3) lack of publication of new edition within **1 year** following the author's request, after the previous edition is sold out. The edition is considered sold out when **less than 5% of**
requerimiento expreso del autor exigiéndole su cumplimiento. […] e) Cuando, previstas varias ediciones y agotada la última realizada, el editor no efectúe la siguiente edición en el plazo de un año desde que fuese requerido para ello por el autor. Una edición se considerará agotada a los efectos de este artículo cuando el número de ejemplares sin vender sea inferior al 5 por 100 del total de la edición y, en todo caso, inferior a 100.	[…] e) where several editions are planned and the last one produced is sold out, the publisher does not produce the next edition within one year of being requested to do so by the author. An edition shall be considered out of print for the purposes of this Article where the number of unsold copies is less than 5 percent of the total of the edition, and in any event less than 100.	**copies** is available, and in any case less than **100 copies**; 4) publisher's liquidation or change of ownership; 5) exploitation of works is suspended due to cessation of publisher's activities or insolvency proceedings (the court might be asked to set additional term to resume exploitation). Author keeps the right to remuneration.

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f) En los supuestos de liquidación o cambio de titularidad de la empresa editorial, siempre que no se haya iniciado la reproducción de la obra, con devolución, en su caso, de las cantidades percibidas como anticipo. 2. Cuando por cese de la actividad del editor o a consecuencia de un procedimiento concursal se suspenda la explotación de la obra, la Autoridad judicial, a instancia del autor, podrá fijar un plazo para que se reanude aquélla, quedando resuelto el contrato de edición si así no se hiciere.	f) in cases of liquidation or change of ownership of the publishing firm, provided that the reproduction of the work has not begun, with return, where appropriate, of the sums received as an advance. 2. Where the exploitation of the work is suspended on account of the cessation of the publisher's activities or as a result of insolvency proceedings, the judicial authority may, at the request of the author, set a period for the resumption of such exploitation, in which case the publishing contract shall be terminated if that is not done. *Re cases for termination*	

Artículo 64. Son obligaciones del editor: […] 4.º Asegurar a la obra una explotación continua y una difusión comercial conforme a los usos habituales en el sector profesional de la edición.	**Article 64.** These are obligations of the editor: […] 4.º To ensure that the work is continuously exploited and commercially disseminated in accordance with customary practice in the professional publishing sector.	

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Artículo 60. El contrato de edición deberá formalizarse por escrito y expresar en todo caso: […] 6.º El plazo para la puesta en circulación de los ejemplares de la única o primera edición, que no podrá exceder de dos años contados desde que el autor entregue al editor la obra en condiciones adecuadas para realizar la reproducción de la misma. **Artículo 63.** La limitación del plazo prevista en el número 6.º del artículo 60 no será de aplicación a las ediciones de los siguientes tipos de obras: 1. ª Antologías de obras ajenas, diccionarios, enciclopedias y colecciones análogas. 2. ª Prólogos, epílogos, presentaciones, introducciones, anotaciones, comentarios e ilustraciones de obras ajenas.	**Article 60.** The publishing contract must be formalized in writing and expressed in any case: […] 6) The term for the release of copies of the single or first edition, which may not exceed two years from the time the author delivers the work to the publisher in suitable conditions for reproduction of the work. **Article 63.** The time limit provided for in Article 60(6) shall not apply to the publication of the following types of work: 1st anthologies of works by others, dictionaries, encyclopaedias and similar collections 2nd Prologues, epilogues, presentations, introductions, annotations, comments and illustrations of works by others.	

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Artículo 69. El contrato de edición se extingue, además de por las causas generales de extinción de los contratos, por las siguientes: 3. ª Por el transcurso de diez años desde la cesión si la remuneración se hubiera pactado exclusivamente a tanto alzado de acuerdo con lo establecido en el artículo 46, apartado 2, d), de esta Ley. 4. ª En todo caso, a los quince años de haber puesto el autor al editor en condiciones de realizar la reproducción de la obra.	**Article 69.** The publishing contract is terminated, in addition to the general reasons for the termination of contracts, by the following: 3) For the course of ten years from the transfer if the remuneration had been agreed exclusively at a flat rate in accordance with the provisions of Article 46, paragraph 2, d) of this Law. 4) In any case, 15 years after the author has put the publisher in a position to carry out the reproduction of the work.	**Termination** the fee Concerns publishing agreements. Contract is terminated **15 years** after delive of work, or **10 years** in case of fl remuneration.
Artículo 81. El contrato podrá ser resuelto por voluntad del autor en los siguientes casos: 1. º Si el empresario que hubiese adquirido derechos exclusivos, una vez iniciadas las representaciones públicas de la obra, las interrumpiere durante un año. 2. º Si el empresario incumpliere la obligación mencionada en el número primero del artículo 78.	**Article 81.** The contract may be terminated at the author's discretion in the following cases: 1. if the impresario who has acquired exclusive rights interrupts the public performance of the work for a year once it has begun. 2. if the impresario fails to fulfil the obligation mentioned in the first paragraph of Article 78.	**Right of termination** Concerns performance agreements. Trigger: 1) lack of performance after the initial performance for a period of **1 year**; 2) lack of first performance within the agreed time, which cannot exceed **2 years** following conclusion of the contract or delivery of work.

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3.º Si el empresario incumpliere cualquiera de las obligaciones citadas en los números 2.º, 3.º, 4.º y 5.º del mismo artículo 78, después de haber sido requerido por el autor para su cumplimiento. **Artículo 78.** El cesionario está obligado: 1. º A llevar a cabo la comunicación pública de la obra en el plazo convenido o determinado conforme al apartado 2 del artículo 75. **Artículo 75.** […] 2. En el contrato deberá estipularse el plazo dentro del cual debe llevarse a efecto la comunicación única o primera de la obra. Dicho plazo no podrá ser superior a dos años desde la fecha del contrato o, en su caso, desde que el autor puso al empresario en condiciones de realizar la comunicación.	3. if the impresario fails to comply with any of the obligations referred to in numbers 2, 3, 4 and 5 of Article 78, after having been requested to do so by the author **Article 78.** The assignee is bound: 1. To carry out the public communication of the work within the period agreed upon or determined in accordance with Article 75(2). **Article 75.** […] 2. The contract must stipulate the time limit within which the single or first communication of the work must be effected. That period may not exceed two years from the date of the contract or, as the case may be, from the time when the author made the communication available to the impresario.	
Artículo 89. 1. Mediante el contrato de transformación de una obra preexistente que no esté en el dominio público se presumirá que el autor de la	**Article 89.** By means of a contract for the conversion of a preexisting work that is not in the public domain, the author thereof shall be presumed	**Exclusive to non-exclusive** Concerns agreements on the audiovisual adaptation of works.

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misma cede al productor de la obra audiovisual los derechos de explotación sobre ella en los términos previstos en el artículo 88. 2. Salvo pacto en contrario, el autor de la obra preexistente conservará sus derechos a explotarla en forma de edición gráfica y de representación escénica y, en todo caso, podrá disponer de ella para otra obra audiovisual a los quince años de haber puesto su aportación a disposición del productor.	to have transferred to the producer of the audiovisual work the rights of exploitation in it under the terms laid down in Article 88. Unless otherwise agreed, the author of the pre-existing work shall **retain his rights to exploit it in the form of graphic editing and stage performance**, and in any event may dispose of it for another audiovisual work **15 years** after he has made his contribution available to the producer.	Trigger: lapse of **15 years** after the conclusion of an agreement. After the period of 15 year lapses, the author can **contract with another producer** to make an audiovisual adaptation of the work.
DISPOSICIONES TRANSITORIAS **Primera.** 1. Las modificaciones introducidas por esta Ley, que perjudiquen derechos adquiridos según la legislación anterior, no tendrán efecto retroactivo, salvo lo que se establece en las siguientes disposiciones. 2. Los derechos de explotación de las obras creadas por autores fallecidos antes de la entrada en vigor de esta Ley, tendrán la duración prevista en la legislación anterior.	**TRANSITIONAL ARRANGEMENTS** **First.** 1. The amendments introduced by this Act, which prejudice rights acquired under previous legislation, shall not have retroactive effect, except as provided for in the following provisions. 2. The rights of exploitation in works created by authors who have died before the entry into force of this Law shall have the term provided for in the earlier legislation.	Applicability of art. 6 of 1879 Act.

Original title: Ley de 10 de enero de 1879 de propiedad intelectual.

Translated title: Law of 10 January 1879 on intellectual property.

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Source: Agencia Estatal Boletín Oficial del Estado available at: https://www.boe.es/buscar/doc.php?id=BOE-A-1879-40001 <last accessed 17 October 2020>

Translation: DeepL Translator

Artículo 6. La propiedad intelectual corresponde a los autores durante su vida, y se trasmite a sus herederos testamentarios o legatarios por el término de ochenta años. También es trasmisible por actos entre vivos, y corresponderá a los adquirentes durante la vida del autor y ochenta años después del fallecimiento de éste si no deja herederos forzosos. Mas si los hubiere, el derecho de los adquirentes terminará veinticinco años después de la muerte del autor, y pasará la propiedad a los referidos herederos forzosos por tiempo de cincuenta y cinco años.	**Article 6.** The intellectual property belongs to the authors during their lifetime, and is transmitted to their testamentary heirs or legatees for the term of eighty years. It is also transferable by acts between living persons, and shall accrue to the purchasers during the author's lifetime and for eighty years after his death if he does not leave forced heirs. However, if there are any, the right of the acquirers shall terminate 25 years after the author's death, and the property shall pass to the said forced heirs for a period of 55 years.	**Reversion** Rights assigned by the author, revert back to her heirs, after **25 years** following author's death.

27. Sweden

Original title: Lag (1960:729) om upphovsrätt till litterära och konstnärliga verk

Translated title: Act on Copyright in Literary and Artistic Works (Swedish Statute Book, SFS, 1960:729, as last amended by SFS 2018:1099) Source:

Regeringskansliets rättsdatabaser available at: http://rkrattsbaser.gov.se/sfst?bet=1960:729 <last accessed 17 October 2020>

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Translation: provided by the Swedish Ministry of Justice via WIPO Lex available at: https://www.wipo.int/edocs/lexdocs/laws/en/se/se124en.pdf <last accessed 17 October 2020>

Avtal om offentligt framförande m.m. **30 §** Överlåts rätt att överföra ett verk till allmänheten eller att framföra det offentligt, skall överlåtelsen gälla för en tid av tre år och inte medföra ensamrätt. Har längre giltighetstid än tre år bestämts och är ensamrätt avtalad, får upphovsmannen ändå själv överföra eller framföra verket eller överlåta sådan rätt åt annan, om rätten under en tid av tre år inte tagits I bruk.	**Contracts Relating to Public Performance, etc.** **Article 30.** If the right to communicate a work to the public or to perform it publicly has been transferred, the transfer shall be valid for a period of three years and shall not confer exclusivity. If a longer term than three years has been determined and exclusivity has been agreed on, the author may nevertheless himself communicate the work or perform it or transfer such rights to another person, if the right has not been exercised within a period ofthree years.	**Max term of an agreement** Concerns agreements on public performance involving non-exclusive transfer of rights. Agreement valid for **3 years**. **Right of termination [exclusive to non- exclusive]** Concerns agreements on public performance involving exclusive transfer of rights for a period exceeding **3 years**. Trigger: lack of use of work for a period of **3 years**. An exclusive transfer changes into a non- exclusive one.
Bestämmelserna I denna 231aragraph gäller inte filmverk. *Lag (2005:359)*.	The provisions of this Article do not apply to cinematographic works. *(Act 2005:309).*	Exception: cinematographic works. The same provision included in Finnish Copyright Law (sec. 30).

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33 § Förläggaren är pliktig att utgiva verket inom skälig tid, på sedvanligt sätt sörja för dess spridning samt fullfölja utgivningen I den omfattning som betingas av möjligheterna till avsättning och övriga omständigheter. Försummas det, äger upphovsmannen häva avtalet och därvid behålla uppburet honorar. Har upphovsmannen lidit skada, 232aragr täckes därav, skall den ock ersättas.	**Article 33.** The publisher has the duty to publish the work within a reasonable time, to ensure the distribution of it in the usual manner, and to follow up the publishing activities to the extent determined by marketing conditions and other circumstances. In the case of default in this respect, the author may rescind the contract and keep the fee received. If the author has suffered damage which is not covered by it, such damage shall also be compensated.	**Right of termination** Concerns publishing agreements. Trigger: publisher neglects her obligation to: 1) publish a work within a reasonable time, 2) take care of the distribution of work in a usual manner, 3) continue the exploitation of work in a way determined by the market and other conditions. Author keeps remuneration received. Author can claim compensation of damages exceeding remuneration.
38 § Bestämmelserna om förlagsavtal äga icke tillämpning på bidrag till tidning eller tidskrift. För bidrag till annat samlingsverk gälla icke 33 och 34 §§.	**Article 38.** The provisions concerning publishing contracts do not apply to contributions to newspapers or periodicals. Articles 33 and 34 do not apply to contributions to other composite works.	Exception: contributions to literary or other artistic works, work of compilation, newspapers and periodicals. The same provision included in Finnish Copyright Law (sec. 33 and 38)
34 § Om verket icke är utgivet inom två år eller, såvitt angår musikaliskt verk, inom fyra år från det upphovsmannen avlämnat fullständigt 232aragraph232 eller annat exemplar som skall mångfaldigas, äger upphovsmannen, ändå att försummelse ej ligger förläggaren till last, häva avtalet och därvid behålla uppburet honorar. Samma lag vare, om verket är utgånget och förläggaren har rätt att utgiva ny upplaga men	**Article 34.** If the work has not been published within two years or, in the case of a musical work, four years, from the time when the author delivered a complete manuscript or other copy for reproduction, the author may, even if there is no fault on the part of the publisher, rescind the contract and keep the fee received. The same applies when the copies of the work are exhausted and the publisher is entitled to	**Right of termination** Concerns publishing agreements. Trigger: lack of the first publication within **2 years** or **4 years** in case of musical works, following the delivery of a complete manuscript. Trigger: lack of a publication of a new edition within **1 year** following the author's request, made after the previous edition was sold out.

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icke inom ett år efter det upphovsmannen hos honom begärt sådan utgivning utnyttjar sin rätt. **38 §** Bestämmelserna om förlagsavtal äga icke tillämpning på bidrag till tidning eller tidskrift. För bidrag till annat samlingsverk gälla icke 33 och 34 §§.	publish a new edition but fails to do so within one year from the time when the author requested him to do so. **Article 38.** The provisions concerning publishing contracts do not apply to contributions to newspapers or periodicals. Articles 33 and 34 do not apply to contributions to other composite works.	Author keeps remuneration received. Exception: contributions to literary or other artistic works, work of compilation, newspapers and periodicals. The same provision included in Finnish Copyright Law (sec. 34 and 38)
40 § Överlåtes rätt att utnyttja ett litterärt eller musikaliskt verk för film, som är avsedd för offentlig visning, är förvärvaren pliktig att inom skälig tid inspela filmverket och sörja för att det 233arag tillgängligt för allmänheten. Försummas det, äger upphovsmannen häva avtalet och därvid behålla uppburet honorar. Har upphovsmannen lidit skada, 233aragr täckes därav, skall den ock ersättas. Om filmverket icke är inspelat inom fem år från det upphovsmannen fullgjort vad på honom ankommer, äger upphovsmannen, ändå att försummelse ej ligger förvärvaren till last, häva avtalet och därvid behålla uppburet honorar.	**Article 40.** If the right to use a literary or musical work for a film intended for public showing is transferred, the transferee shall, within a reasonable time, produce the film and see to it that it is made available to the public. If this is not done, the author is entitled to rescind the contract and keep the fee received. If the author has suffered damage which is not covered by it, also such damage shall be compensated. If the cinematographic work has not been recorded within five years from the time when the author fulfilled his obligations, the author is entitled to rescind the contract and keep the fee received, even if there is no fault on the part of the transferee.	**Right of termination** Concerns film contract. Trigger: film not produced and distributed within a reasonable time or within a period of **5 years** in case of no fault on the producer's side. Term of 5 years begins when the author completes her obligations (delivers a work). Authors keeps remuneration received. Author entitled to compensation of damages exceeding remuneration. The same provision included in Finnish Copyright Law (sec. 40)

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45 d § Om en utövande konstnär som har rätt till en ljudupptagning enligt 45 § har överlåtit denna rätt till en framställare av ljudupptagningar, har konstnären, efter det femtionde året efter det år då upptagningen först gavs 234aragrap, om den inte har 234ara ut, det år då den först offentliggjordes, rätt att häva avtalet om 1. framställaren inte bjuder ut upptagningen till försäljning I tillräckligt antal exemplar ochöverför den till allmänheten på ett sådant sätt att enskilda kan få tillgång till den från en plats och vid en tidpunkt som de själva väljer, och 2. konstnären har uppmanat framställaren att göra upptagningen tillgänglig för allmänhetenpå de sätt som anges I 1 och framställaren inte inom ett år från uppmaningen gör detta. Om två eller flera konstnärer har samverkat vid framförandet och överlåtit sina rättigheter till upptagningen till framställaren, kan de endast gemensamt lämna uppmaning och hävningsförklaring.	**Article 45 d.** If a performing artist holding the right in a sound recording pursuant to Article 45 has transferred this right to a phonogram producer, the performer has, after the fiftieth year after the year in which the recording was first published or, if it has not been published, the year in which it was first made public, a right to revoke the contract, if 1. the producer does not offer copies of the phonogram for sale in sufficient number of copies and makes it available to the public in such a way that members of the public may access it from a place and at a time individually chosen by them, and 2. the performer has invited the producer to make the recording available to the public in the way prescribed under 1 and the producer fails to do so within one year from the invitation. If two or more performers have executed the performance jointly and transferred their rights in the recording to the producer, they may only jointly file an invitation and the revocation declaration.	Implementation of the Term Directive.

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Om avtalet hävs, har konstnären rätt att behålla mottagen ersättning. Ett avtalsvillkor som inskränker konstnärens rätt enligt denna 235aragraph är ogiltigt. *Lag (2013:691)*.	If the contract is being revoked, the performer is entitled to keep the remuneration received. Any contractual stipulation limiting the right of the performer under this Article is null and void. *(Act 2013:691).*	

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