

Transparency & fair remuneration in the 2019 Copyright Directive

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Chapter 3: creator contracts

Art. 18: Principle of appropriate and proportionate remuneration

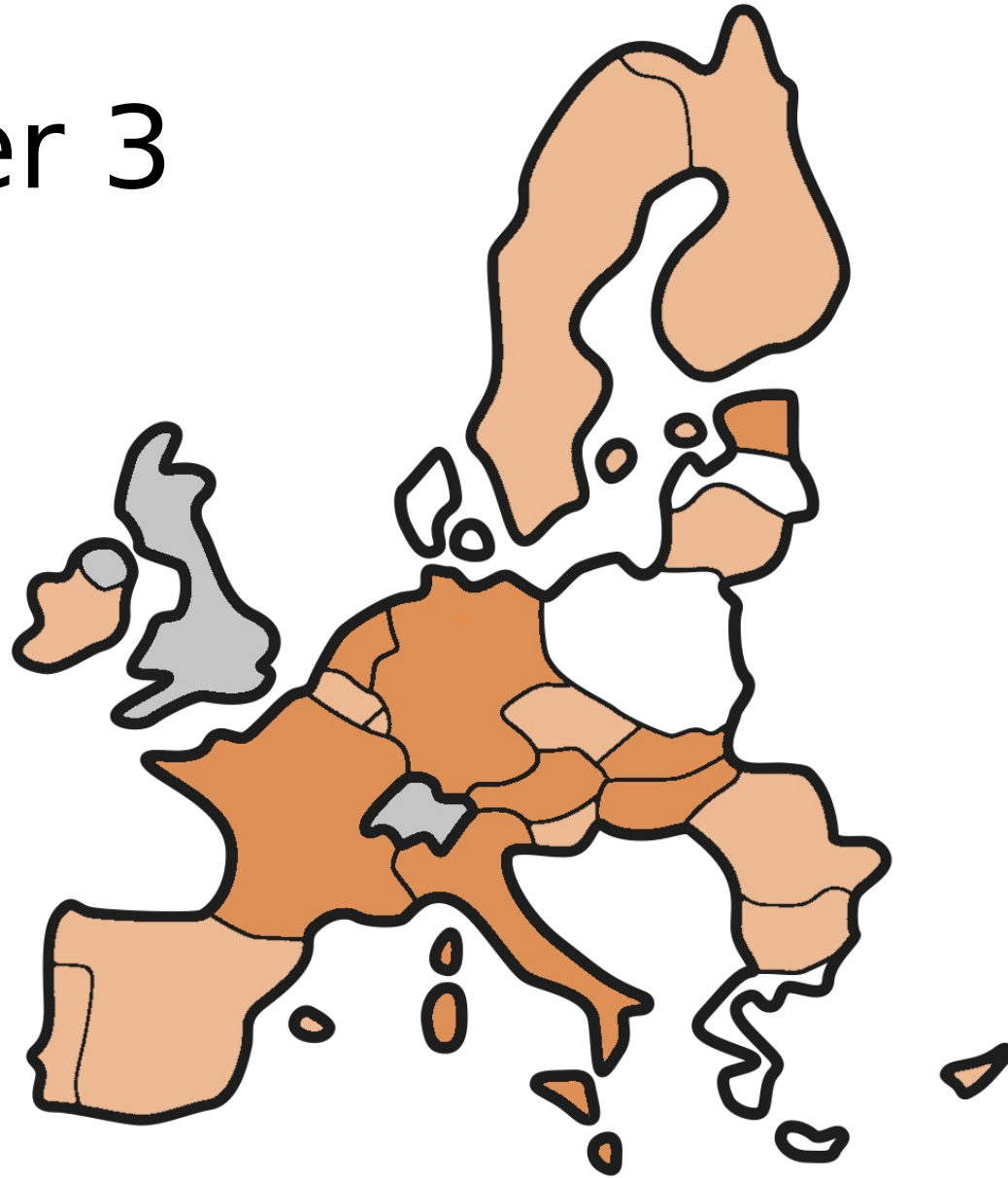
Art. 19: Transparency obligation

Art. 20: Contract adjustment mechanism

Art. 21: Alternative dispute resolution

Art. 22: Revocation right

Chapter 3



Art. 18: Appropriate and proportionate remuneration

Restatement of the principle (but not always: CZ)

Definition: enumeration of **factors to be considered** (AT, HR, DE, IE, IT, MT, PT)

Mechanism

- common remuneration rule (DE, AT)

- ministerial decision (NL)

- professional agreements (FR)

Lump sum: copy-paste, not mentioned (IE), v. limited (IT, SK)

- Free uses (AT, DE)

- Lack of remuneration amounts to infringement (EE)

Art. 19: Transparency obligation

Format rarely specified

electronic as an option (AT, IE) or requirement (FR, ES)

Limitations usually copy-past of the Directive: duly justified cases/admin burden non-significant contribution

Sublicensees info usually **indirectly via contractual counterparts**

Confidentiality: if addressed, often **without guarantees** for rightsholders (EE, IT, SK)

IE: information on the rights owned

IT: **presumption of inadequacy of remuneration**

pecuniary admin sanctions

6 months

Art. 20: contract adjustment mechanism

Restatement of the right but often **no mechanism**

Disproportionate: defined through **set of factors** to consider, but –

Unreasonably low (LU)

Manifest disproportion (ES)

Common rules for all types of remuneration, but –

PT: profit participation

FR: lump sum

Time limitation

SK: request after 3 years of publication

PT: exercise within 2 years of gaining knowledge

ES: exercise within 10 years of assignment

Thank you for attention

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