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Creator contracts: Report on the implementation of Chapter 3 of the Directive on copyright in the Digital Single Market

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Dr. Ula Furgal

Lecturer in Intellectual Property and Information Law, CREATe Centre, University of Glasgow.

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Ula Furgal
Lecturer in Intellectual Property and Information Law, CREATe Centre, University of Glasgow.

I. Introduction

Directive 2019/790 on copyright and related rights in the Digital Single Market was adopted on 17 April 2019 (CDSM Directive).[1] It is a complex piece of legislation, providing for horizontal harmonisation of Member States' copyright rules with a view to facilitating the creation of a Digital Single Market. The CDSM Directive introduces, among others, a set of new mandatory exceptions and a neighbouring right in press publications, creates a new intermediary liability regime for online content sharing service providers, and it regulates, in a most comprehensive way to date, creators contracts,[2] agreements entered by authors and performers for exploitation of their works and performances. The legislative process leading to the adoption of the CDSM Directive was not short of controversy.

The Directive, which entered into force on 7 June 2019, was to be transposed by Member States into their national legal orders by 7 June 2021. Only three Member States met this deadline, and to date only 15 Member States have implemented, at least partially, the CDSM Directive's provisions.[3] This delay has urged European Commission to open an infringement procedure by sending letters of notice to a number of Member States in July 2021,[4] and to issue reasoned opinions in May 2022.[5] While there is no single reason for this delay, significant contributors include the Covid-19 pandemic,[6] the European Commission's delay in issuing guidance on implementation of art. 17 CDSM,[7] and a judicial challenge brought to the Court of Justice of the European Union by Poland.[8]

This report provides an overview of the ongoing implementation of the CDSM Directive's provisions concerning creator contracts, included in Chapter 3 (arts. 18-23).[9] In the past, European Union (EU) has largely refrained from legislating in the area of copyright contracts, leaving this matter to the Member States. Chapter 3 CDSM Directive is an exception from the EU's traditionally non-interventionalist approach. It offers a set of provisions aimed at bettering the contractual position of authors and performers, including the principle of appropriate and proportionate remuneration (art. 18), transparency obligation (art. 19), contract adjustment mechanism (art. 20) and the right of revocation (art. 22). Creators have been provided with both means of obtaining information on the exploitation of their works, and a way of adjusting or terminating their contractual relationships.

The report is structured as follows.
First, it outlines the current status of the transposition process in the Member States. Secondly, it lays out the contents of Chapter 3, discussing general provisions applicable to all creator contracts. Thirdly, it provides an article-by-article analysis of Chapter 3 CDSM implementation, outlining general trends and providing examples of national transpositions. To conclude, the report takes note of the best practices in the implementation process to date

II.Current status of implementation

As of 20 May 2022, 14 Member States have implemented the provisions of Chapter 3 CDSM into their national legal orders.[10]
The list of national laws transposing creator contracts provisions is included in the overview below (country, implementing act, date of publication).

Austria
31.12.2021

Bundesgesetz, mit dem das Urheberrechtsgesetz, das Verwertungsgesellschaftengesetz 2016 und das KommAustria-Gesetz geändert werden (Urheberrechts-Novelle 2021 – Urh-Nov 2021)

Croatia
14.10.2021

Zakon o Autorskom Pravu i Srodnim Pravima

Estonia
28.12.2021

Autoriõiguse seaduse muutmise seadus (autoriõiguse direktiivide ülevõtmine)

France
12.05.2021

Ordonnance n° 2021-580 du 12 mai 2021 portant transposition du 6 de l'article 2 et des articles 17 à 23 de la directive 2019/790 du Parlement européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE

Germany
04.06.2021

Gesetz zur Anpassung des Urheberrechts an die Erfordernisse des digitalen Binnenmarktes (UrhBiMaG)

Member States which completed implementation of Chapter 3 CDSM

Hungary
06.05.2021

2021. évi XXXVII. törvény a szerzői jogról szóló 1999. évi LXXVI. törvény és a szerzői jogok és a szerzői joghoz kapcsolódó jogok közös kezeléséről szóló 2016. évi XCIII. törvény jogharmonizációs célú módosításáról

Ireland
19.11.2021

European Union (Copyright and Related Rights in the Digital Single Market) Regulations 2021

Italy
27.11.2021

Decreto Legislativo 8 novembre 2021, n. 177

Lithunania
30.03.2022

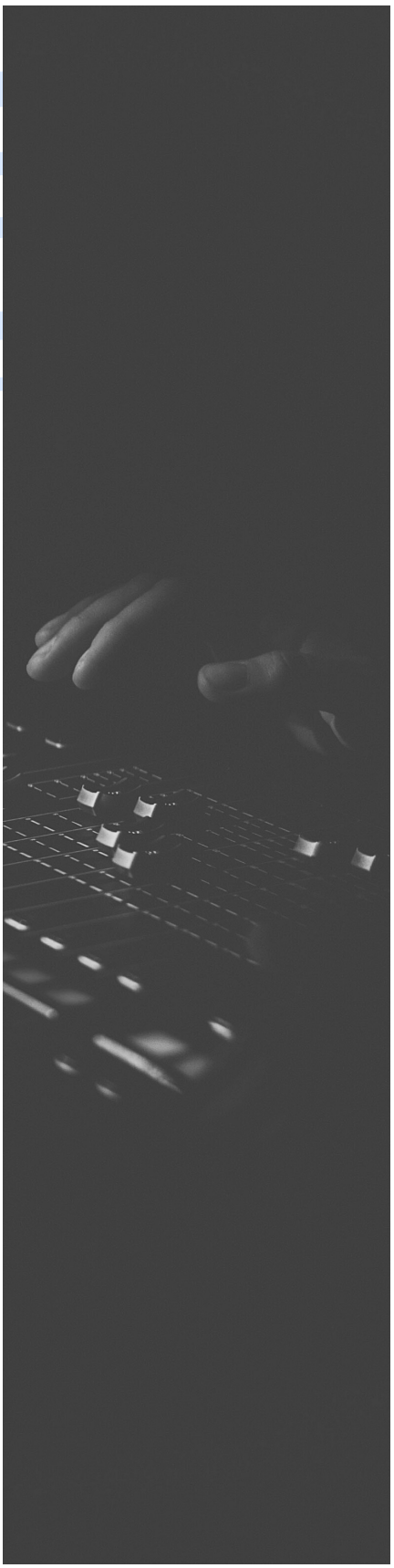
Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymo Nr. VIII-1185 1, 2, 3, 5, 11, 15, 21, 22, 23, 25, 32, 40, 42, 46, 48, 51, 53, 55, 56, 58, 59, 63, 65, 68, 70, 72-9, 72-10, 72-12, 72-13, 72-30, 72-31, 75, 78, 80, 87, 89, 91, 92, 93, 95, 96 straipsnių, 3 priedo pakeitimo ir Įstatymo papildymo 15-1, 15-2, 21-1, 22-1, 22-2, 40-1, 40-2, 40-3, 57-1, 65-1 straipsniais, VIII ir IX skyriais įstatymas

Luxembourg
05.04.2022

Loi du 1er avril 2022 portant modification :

1° de la loi modifiée du 18 avril 2001 sur les droits d'auteur, les droits voisins et les bases de données ;
2° de la loi du 3 décembre 2015 relative à certaines utilisations autorisées des œuvres orphelines ;
3° de la loi du 25 avril 2018 relative à la gestion collective des droits d'auteur et des droits voisins et l'octroi de licences multiterritoriales de droits sur des œuvres musicales en vue de leur utilisation en ligne dans le marché intérieur, en vue de la transposition de la directive 2019/790 du Parlement européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE.

Member States which completed implementation of Chapter 3 CDSM



Malta
18.06.2021

Copyright and related rights in the Digital Single Market Regulations, S.L. 415.08

The Netherlands
29.12.2020

Wet van 16 december 2020 tot wijziging van de Auteurswet,
de Wet op de naburige rechten, de Databankenwet en de Wet toezicht en geschillenbeslechting collectieve beheersorganisaties auteurs- en naburige rechten in verband met de implementatie van Richtlijn (EU) 2019/790 van het Europees parlement en de Raad van 17 april 2019 inzake auteursrechten
en naburige rechten in de digitale eengemaakte markt en tot wijziging van de Richtlijnen 96/9/EG en 2001/29/EG (Implementatiewet richtlijn auteursrecht in de digitale eengemaakte markt)

Romania
01.04.2022

Lege nr. 69 din 28 martie 2022pentru modificarea și completarea Legii nr. 8/1996 privind dreptul de autor și drepturile conexe

Spain
03.11.2021

Real Decreto-ley 24/2021, de 2 de noviembre, de transposición de directivas de la Unión Europea en las materias de bonos garantizados, distribución transfronteriza de organismos de inversión colectiva, datos abiertos y reutilización de la información del sector público, ejercicio de derechos de autor y derechos afines aplicables a determinadas transmisiones en línea y a las retransmisiones de programas de radio y televisión, exenciones temporales a determinadas importaciones y suministros, de personas consumidoras y para la promoción de vehículos de transporte por carretera limpios y energéticamente eficientes.

This report is predominantly based on the completed transpositions, focusing on the already binding law in the Member States. However, to take account of the ongoing discussions, it also refers to the draft implementation provisions, both those which are already undergoing the relevant legislative processes, and those which were made available to the public, e.g. as a part of the public consultation process. **The list of relevant national drafts is available in the overview below (country, implementing act, date of publication).**

Belgium
05.04.2022

Avant-projet de loi soumis à l'avis du Conseil d'État Avant-projet de loi transposant la directive (UE) 2019/790 du Parlement Européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE

Bulgaria
15.09.2021

ЗАКОН ЗА ИЗМЕНЕНИЕ И ДОПЪЛНЕНИЕ НА ЗАКОНА ЗА АВТОРСКОТО ПРАВО И СРОДНИТЕ МУ ПРАВА

Cyprus
09.10.2020

Εναρμόνιση του περί του Δικαιώματος Πνευματικής Ιδιοκτησίας και Συγγενικών Δικαιωμάτων (Τροποποιητικός) Νόμος του 1976 (59/1976) με τις οδηγίες (ΕΕ) 2019/789 και 2019/790 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 17ης Απριλίου 2019

Czechia
23.06.2021

ZÁKON kterým se mění zákon č. 121/2000 Sb., o právu autorském, o právech souvisejících s právem autorským a o změně některých zákonů (autorský zákon), ve znění pozdějších předpisů, a další související zákony

Finland
27.09.2021

Luonnos hallituksen esitykseksi eduskunnalle laeiksi tekijänoikeuslain ja sähköisen viestinnän palveluista annetun lain 184 §n muuttamiseta

Portugal
28.09.2021

Proposta de Lei n.º 114/XIV/3

Slovakia
16.03.2022

Zákon zo 16. februára 2022, ktorým sa mení a dopĺňa zákon č. 185/2015 Z. z. Autorský zákon v znení neskorších predpisov

Slovenia
09.10.2020

Predlog Zakona o spremembah in dopolnitvah Zakona o avtorski in sorodnih pravicah

Sweden
08.10.2021

Laki tekijänoikeuslain muuttamisesta

Due to the linguistic diversity of the European Union, for the purposes of this report, non-English national implementations were translated into English using the DeepL Translator[11], with the exception of the Croatian transposition, which was translated using Google Translate[12].

Whenever this report refers to an article or section of the relevant national law, it refers to provisions of the currently binding acts, which were or are to be amended or introduced by acts implementing the CDSM Directive, unless the amending act is a self-standing regulation (Ireland, Malta) or it substitutes the previous act (Croatia). **For a full list of national acts referred to see Appendix.**

III. Chapter 3 CDSM: creator contracts

Chapter 3 CDSM aims at bettering the contractual position of authors and performers towards content producers, publishers, distributors and the like, who benefit from an advantaged position since the creative industries enjoy a continuous excess of creative works.[13] The weaker position of authors, who are often unable to fully secure their interests, has been explicitly recognised by the CDSM Directive (recital 72). Thus, the legislative intervention of the EU is an attempt to regulate creative markets by securing a number of, mostly unwaivable, rights for authors and performers.

Traditionally, regulation of creator contracts was left to the Member States. However, the legislative tools and the level of protection Member States afford creators considerably varies.[14] Rights laid down in Chapter 3 CDSM provide for minimum harmonisation, which means Member States can retain or introduce a greater level of creators' safeguards. Recital 76 CDSM explicitly confirms this possibility in the context of the transparency obligation, giving Member States an option "to provide for further measures to ensure transparency for authors and performers".

Next to the transparency obligation (art. 19), Chapter 3 CDSM provides for the principle of appropriate and proportionate remuneration (art. 18), contract adjustment mechanism (art. 20), alternative dispute resolution procedure (art. 21) and the right of revocation (art. 22). The rights are awarded equally to authors and performers, and are designed as a coherent system, ensuring that creators receive the necessary information to take advantage of their newly awarded entitlements. Apart from the remuneration principle, which needs to be accounted for during contracting, the provisions of Chapter 3 CDSM grant ex post protection, as they are applicable to already existing agreements. As noted in recital 72 CDSM, the provisions of Chapter 3 concern exploitation contacts, and are not applicable to situations when the contractual counterpart acts as an end user (e.g. consumer agreements) or does not exploit the work or performance itself, which can be the case for some employment agreements, however, not all.

This means that Member States should not pursue a general exclusion of employment contracts from the rights' scope, which fortunately is not the case to date. Exclusion of computer programs provided for in art. 23 CDSM is rigorously repeated by the Member States in their implementations.

While the CDSM Directive does not approach the regulation in a sectoral manner, it invites Member States to consider specificities of different sectors during the implementation process. Thus far, transpositions do not display considerable sectoral adjustments, and if they do, they often take a form of preservation of sectoral regulation pre-dating the CDSM Directive.[15] Unlike other parts of the CDSM Directive, Chapter 3 does not focus only on digital exploitation, with its provisions applicable to both analogue and digital uses. Digital uses, such as those occurring on streaming services, are explicitly referred to in some implementations in the context of remuneration and transparency, however, they are rarely discussed or defined in detail. None of the implementations consider what is the meaning of digital use in the context of the revocation right. Generally, Chapter 3 CDSM provisions are formulated in a flexible manner, leaving considerable interpretative freedoms to Member States. However, the majority of implementations do not take advantage of those freedoms, instead closely following the text of the CDSM Directive wording.

Pursuant to art. 23 CDSM Member States are obliged to guarantee that provisions implementing transparency obligation, contract adjustment mechanism and alternative dispute resolution procedure are unwaivable. Fulfilment of this obligation is consistent in the transpositions to date.

Chapter 3 CDSM reserves, a potentially significant, role for collective agreements. It urges Member States to consider using collective bargaining to address the remuneration issue, expand upon the transparency obligation, provide for a contract adjustment mechanism and determine waivability of the revocation right. Use and depth of engagement with collective agreements during the transposition process differs among Member States and particular provisions. For example, France decided to delegate a considerable part of substantive decisions to sectoral agreements concluded between associations representing creators and users in a particular sector. Effects of those agreements can be extended beyond their signatories by ministerial decree (art. L-131-5-1.III). Only when agreements are not concluded in the prescribed time, a matter can be regulated by a Council of State's decree, but such degree would lose its force, once a sectoral agreement is reached.

Pursuant to art. 26 CDSM, provisions of Chapter 3 CDSM apply from 7 June 2021 to all works and other subject matter protected by national law in the field of copyright on or after that date, with exception of transparency obligation which comes into force one year later, on 7 June 2022. Provisions of Chapter 3 CDSM apply to all existing agreements, not only those which were concluded after their entry into force.[16]

IV. Article-by-article analysis of Chapter 3

The following section provides an article-by-article analysis of Chapter 3 CDSM provisions, outlining the contents of each article, the implementation freedoms left to Member States and examples of how those freedoms are being used during the transposition process.

Art. 18

Principle of appropriate and proportionate remuneration

Pursuant to **art. 18 CDSM** whenever authors and performers license or assign their exclusive rights in works or other subject matter, they are entitled to receive an appropriate and proportionate remuneration. Whether the remuneration meets this requirement needs to be assessed in reference to the actual and potential economic value of transferred rights,[17] taking account of all circumstances of a particular case, including the contribution made by a creator to the overall work or subject matter, market practices and actual exploitation of the work (recital 73 CDSM). Thus, the assessment should be both quantitative and qualitative.

Whereas adjective “appropriate” implies the general idea of fairness, the word “proportionate” links creator’s remuneration to the success of their works and performances. Even so, the CDSM Directive recognises that appropriate and proportionate remuneration can take a form of a lump-sum payment. The one-off payment cannot, however, be the rule, as that would limit the effectiveness of the remuneration principle against buy-out contracts. Thus, Member States need to identify specific cases in which lump sum payments are acceptable, taking account of specificities of a particular sector.

While art. 18 CDSM establishes the principle of appropriate and appropriate remuneration, it is up to Member States to realise this principle by implementing a new or relying on an already existing mechanism. The CDSM Directive requires that the relevant mechanism respects parties’ contractual freedom, fairly balances their rights and interests and complies with EU law. Collective bargaining is the only example of such a mechanism provided in the CDSM Directive.

While some of the Member States already recognise creators' right to receive remuneration, this right might be limited in scope or come without any descriptor of the remuneration due (e.g. Estonia, sec. 14). A general right to equitable remuneration included in the German (sec. 32) and Dutch (art. 25c) law is an exception, and in both cases it is relatively new, being introduced in 2002 and 2015 respectively. Consequently, the vast majority of Member States need to either amend already existing remuneration provisions or introduce new solutions.

The extent of Member States' engagement with the principle of appropriate and proportionate remuneration differs. In the most extreme cases, the principle is simply stated, and no further explanation beyond the creator's entitlement is made (Ireland, Sweden). Another approach, providing more detail, is that where statement on the principle is accompanied by a list of factors which should be taken under consideration when assessing the remuneration due. Those factors either echo the contents of recital 73 CDSM (Romania, art. 40^1) or go (slightly) beyond it (Croatia, art. 67). Quite a unique solution comes from Spain (art. 74), which alongside stating the creator's right to remuneration, lists principles which parties should observe during negotiation process, i.e. good faith, due diligence and transparency. Ultimately, all those approaches rely on the agreements between creators and their contractual counterparts, prescribing the most weight to parties' contractual freedom.

An alternative mechanism, explicitly recognised by the CDSM Directive, are collective agreements. The common remuneration rules framework introduced in Germany in 2002 by the Act on Copyright Contract Law (sec. 36),[18] is the most comprehensive framework for collective bargaining, and it has been mimicked by Austria during the CDSM Directive implementation process (sec. 37b). Common remuneration rules are set in joint agreements concluded between authors' associations with associations of users of works or individual users of works. Remuneration established in a joint agreement is considered equitable for the relevant industry sector, as long as associations entering the agreement are representative, independent and empowered, in the sense they represent a significant proportion of the respective authors or users (or a vast majority in Austria). Common remuneration rules need to take account of circumstances in the respective area of regulation, especially the uses' structure and size.

The rules provide creators with legal certainty with respect to the level of remuneration they should reasonably be expected to receive, strengthening their bargaining position towards their contractual counterparties. Remuneration determined pursuant to common remuneration rules cannot be subject to contract adjustment mechanism provided for in art. 20 CDSM.

While the Netherlands recognises that as a default remuneration should be determined in an agreement between the parties, Dutch law provides for a similar mechanism to common remuneration rules. As in Germany, Dutch regulation predates the CDSM Directive, as it was introduced in 2015 in the Copyright Contract Act (art. 25c).[19] The amount of equitable remuneration for a specific sector and for a specific period can be determined by the Minister of Education, Culture and Science. However, the minister cannot act on their own initiative, but only on a joint request of a representative association of authors and a user or a representative association of users in a particular sector. Such joint request needs to include a recommendation on the level of equitable remuneration and clearly determine which creative sector it applies to.

Another mechanism available to Member States, though not explicitly mentioned in the CDSM Directive, **are residual remuneration rights.** Such rights remain with creators after they transfer their exploitation rights, are unwaivable and are subject to obligatory collective management. Thus, they allow creators to claim remuneration directly from exploiters of their works.[20] Partly due to the Rental and Lending Directive,[21] such remuneration rights are already present in selected Member States, and are consistently retained during the implementation process, sometimes with adjustments. For example, Italy (art. 46bis) provides authors of cinematographic and similar works with a right to receive remuneration (now, appropriate and proportionate remuneration) from the broadcasting organisations for each use of works by means of communication to the public over the air, via cable or satellite.[22]

Only a couple of Member States opt for adoption of new residual remuneration rights during the implementation process. Slovenian implementation draft (art. 76) provides for an unwaivable right to appropriate remuneration for each use of work in case of communication to the public in the context of online content-sharing services. The right to receive remuneration, via collective management organisations, for each use of work granted to the authors in Romania (art. 44 (1^1)) is also noteworthy, however, it is waivable.

Apart from a mechanism guaranteeing that creators can benefit from appropriate and proportionate remuneration, Member States should determine circumstances when a lump sum is a permissible form of remuneration. Unfortunately, not all Member States address this issue in their implementation provisions. Ireland, Estonia, Malta, Bulgaria and the Netherlands are silent on flat rate remuneration. Croatia, Romania, Germany and Austria explicitly allow lump sum remuneration, broadly defining situations when it is possible. For example, Croatia (art. 67) requires that a lump sum remuneration corresponds to the circumstances of the case, taking into account specific areas of creativity, and Germany (sec. 32) requires that a flat rate remuneration is justified by particularities of the industry and ensures appropriate participation of the author in the expected total revenue from use.

Last but not least, there are Member States which go into more detail, significantly limiting permissibility of flat rate remuneration. A French regulation predating the CDSM Directive (art. L-131-14), provides an exhaustive list of situations when remuneration can take a form of a lump sum. The list includes, among others, situations when it is impossible to determine a basis for proportional remuneration or to control whether the remuneration paid is proportional, when the creator's contribution is not significant or is incidental, as well as in cases concerning software. As an additional safeguard against buy-out agreements in the music sector, France decided to prevent parties from circumventing provisions on flat rate remuneration by precluding them from choosing a foreign law as an applicable law for agreements concerning musical compositions with or without words with respect of their uses in France (art. L-132-24). The Slovakian implementation draft (art. 69) includes a broad statement that flat rate remuneration must correspond to the scope, purpose and time of use of the work, and supplements it with an open list of situations when a lump sum would be justified. Those include, in particular, situations linked to the length of the agreement (max one year, max five years for licenses with limited scope), type of work (works of journalistic nature, computer program, database), expected income (income which cannot be quantified), and purpose of use (promotional, advertising, marketing, corporate identity or non-commercial).

The last notable issue in the context of art. 18 CDSM implementation, is that of **consequences for the non-compliance with the remuneration principle**. Whereas this issue is not addressed in the CDSM Directive, there are two noteworthy examples from Member States. First, in Estonia, in the case where a creator's contractual counterparty does not pay the agreed remuneration, and the use of work does not cease, such use is considered infringing, as it takes place without the creator's consent (sec. 14(5)). Secondly, in Italy (art. 107), an agreement which does not respect the principle of appropriate and proportionate remuneration, including permissibility of a lump sum payment, it is considered null and void.

Art. 19

Transparency obligation

Pursuant to the transparency obligation, authors and performers are to receive up-to-date, relevant and comprehensive information on the exploitation of their works and performances from their contractual counterparts or their successors in title. The information supplied to creators should, in particular, specify all modes of exploitation, all revenue generated worldwide and remuneration due. It should be provided on a regular basis, at least once per year, as long as the exploitation of work or performance continues. No prior request of a creator is required. Information should be provided in a way comprehensible to creators, allowing them to effectively assess the value of their works and performances. Parties should be able to agree that information shared will be kept confidential, however, creators should always be able to use the information to exercise their rights.

The personal scope of the transparency obligation goes beyond creators' contractual counterparts. Whenever a transferee subsequently licenses the work or performance, the transparency obligation extends to that sub-licensees. This obligation is, however, subsidiary, as the sub-licensee is obliged to provide creators with additional information only when the first contractual counterpart does not hold all the necessary information. Even so, the extension of the transparency obligation beyond the direct contractual partner is quite unique, and it could prove particularly useful in a digital environment when the works and performances are made available en masse by internet platforms. A creator can request additional information either directly from the sub-licensee or indirectly via their contractual counterparty, depending on the Member State's decision.

The transparency obligation provided for in art. 19 CDSM does not apply to agreements concluded by collective management organisations and independent management entities as defined in the Collective Rights Management Directive (CRM Directive).[23] The CRM Directive provides for an equivalent obligation in art. 18.

Art. 19 CDSM provides for three scenarios when a Member State might decide to limit the scope of the transparency obligation. First, in duly justified cases when the administrative burden resulting from the information delivery would be disproportionate to the revenues generated by the exploitation of works or performances. In such cases, Member States might limit the types and level of information to that which can reasonably be expected to guarantee that the obligation remains proportionate and effective.

Secondly, when a contribution of an author or a performer is not significant, unless a creator requires information to exercise their right to additional remuneration. Last but not least, Member States might decide that the transparency obligation does not apply to contracts subject to, or based on, collective agreements, when such agreements guarantee the same or higher level of transparency.

While the transparency obligation leaves Member States with less implementation freedom than the remuneration principle, they enjoy considerable discretion to further specify and adjust the contents and procedure for the provision of information, taking account of specificities of different sectors.

The level of detail provided in national implementations of art. 19 CDSM varies, however, the majority of transpositions closely follow the CDSM Directive's wording, specifying only selected details. For example, the Luxembourgish (art. 13bis) and Romanian (art. 40^2) implementation echo art. 19 CDSM phrasing, adding only that additional information can be requested from sub-licensees directly or indirectly. The only addition made by the Spanish (art. 75) implementation is that information should be delivered by electronic means

Only a handful of Member States further specify the types of information which should be provided to creators. A noteworthy example is Italy (art. 110-quater). The Italian implementation requires that information received by creators should include, in particular, the identity of all parties involved in the transfers, including sub-licensees, and in case of providers of non-linear audiovisual media services, the numbers of purchases, viewers and subscribers. This is the only transposition which requires communication of a sub-licensees identity without the creator's request. A significant addition to the scope of required information comes from Ireland (sec. 27(1)), which obliges transferees to notify creators of their rights included in Chapter 3 CDSM.

What is more often addressed, is the confidentiality of information shared between parties. Approaches here differ, with implementing provision explicitly stating that parties should respect confidentiality, especially of business data and sensitive commercial information (Italy, art. 110-quater); the creator's obligation not to disclose and safeguard trade secrets and other confidential information (Lithuania art. 40[1]); or enabling parties to agree on confidentiality of shared information (Austria sec. 37d). An explicit guarantee that confidentiality cannot restrict the creator in exercising their rights is not common (Austria sec. 37d).

While the CDSM Directive provides that the transparency obligation applies as long as the exploitation of a work or performance continues, some of the Member States decide to further specify and sometimes extend this temporal scope. For example, the Finnish proposal (sec. 30) requires for the obligation to continue for a reasonable period after exploitation ceases, when it is necessary to calculate remuneration due.

All implementations, but one, follow art. 19 CDSM requiring provision of information at least once per year. Italy alone sets a shorter period of six months (art. 110-quarter). Thus far, no Member State provides for a different frequency of reporting for different types of works or sectors.

Where limitations are concerned, the vast majority of Member States adopt restrictions due to administrative burden and non-significant creator contribution, often using the same wording as art. 19 CDSM. This means, that Member States do not specify what actually are "duly justified" cases when the limitation can apply, leaving it open to parties' interpretation. Malta (sec. 18) adopted a unique solution, as it is the Copyright Board who decides, at the parties' request, on the application of limitations. Lithuania (art. 40[1]) and Bulgaria (art. 39(a)) go into more detail explaining what a non-significant contribution is, emphasising that it has no effect on the commercial success of work and could be replaced by the contribution of another without undermining this success. Hungary (art. 50/A) decided to limit the application of the transparency obligation in a questionable way, stating that parties might agree that for audiovisual and cinematographic works, information will be provided only on request.

While the CDSM Directive does not foresee a penalty or remedy in case of non-compliance with the transparency obligation, Italy decided to grant AGCOM, Italian Communications Authority, powers to impose administrative fines violation of the obligation up to 1% of the annual turnover achieved in the previous financial year. Additionally, an unfulfilled transparency obligation, including the provision of information from sublicensees, gives basis that the remuneration received by a creator is not adequate, which in turn, provides a basis for the contract adjustment mechanism (art. 110-quarter(4)).

Art. 20

Contract Adjustment Mechanism

The contract adjustment mechanism provided for in art. 20 CDSM entitles authors and performers to request additional, appropriate and fair remuneration when the original remuneration turns out to be disproportionately low compared to the revenues generated by the actual exploitation of works or performances. The provision resembles the so-called bestseller clause, already known in some sectors and Member States, however, it is broader as it applies whenever there is a clear disproportion between remuneration and revenues, regardless of whether parties could have foreseen such disproportion or not.

Pursuant to recital 72 CDSM, when assessing a creator's request one should consider all relevant revenues, including merchandising revenues, specificities and remuneration practices in different sectors, and whether the contract is based on a collective bargaining agreement. Like the transparency obligation, modalities of the mechanism can be specified in a collective agreement, and the mechanism does not apply to agreements concluded by collective management organisations and independent management entities as defined in the CRM Directive. However, unlike the transparency obligation, the CRM Directive does not provide for a comparable mechanism.

While implementing art. 20 CDSM, Member States could rely on an already existing mechanisms or opt for the introduction of new measures. They might also specify which revenues need to be taken under consideration when assessing whether the remuneration is disproportionately low and how this disproportion should be assessed. Additionally, they might provide more detail on the procedure for claiming additional remuneration.

As in the case of transparency obligation, Member States tend to closely follow the CDSM Directive's wording when transposing the contract adjustment mechanism into their national legal orders, which oftentimes results in a rather short and general provision simply assuring creators they have the right to additional remuneration (see Luxembourg, Romania, Estonia, Austria). This means that, the steps a creator needs to take to receive additional remuneration are usually left unspecified. A noteworthy exception comes from Ireland (sec. 28). The Irish transposition requires the transferee to respond in writing to a request for additional remuneration within one month, and the answer needs to address the substance of the claim made by the creator. A less noteworthy example comes from Hungary (sec. 50/A), as the Hungarian implementation phrases the mechanism as a court's competence to modify the contract when the disproportion between remuneration and revenues becomes strikingly great, which additionally seems to raise the disproportion threshold established by the CDSM Directive.

While Spain and Slovakia do not detail how creators can claim additional remuneration, they determine when such claims can be made by imposing temporal restrictions, the possibility of which is not envisaged in art. 20 CDSM. In Spain (art. 47) creators can exercise their rights within ten years following the transfer, and in Slovakia (sec. 69), the claim can be made not earlier than three years after publication of work. Another limitation not foreseen by the CDSM Directive comes from Lithuania (art. 40^2). Lithuania excludes agreements that directly link remuneration to the profits or income derived from the exploitation of works (proportionate remuneration) from the mechanism's scope, which seems to go against the CDSM Directive's remuneration principle.

France addresses the right to additional remuneration for proportional and flat rate remuneration separately, requiring that a creator receiving a lump sum remuneration suffers a loss of more than 7/12 due to insufficient forecasting of profits (art. L-131-5).

To date only one country, Italy (art. 110-quinquies), further specifies the revenues which should be taken under consideration beyond what is provided in the CDSM Directive, and this specification is quite brief, as it simply states that revenues made due to the making available of phonograms online should also be considered.

Pursuant to art. 20 CDSM creators can request additional remuneration either from transferees or their successors in title. However, Germany (sec. 32a) and the Netherlands (art. 25d) broaden the personal scope of the mechanism, empowering creators to request additional remuneration directly from sub-licensees, when the disproportion between revenues and remuneration results from the earnings or benefits generated by them. Both German and Dutch provisions predate the CDSM Directive, and unfortunately this approach was not followed by other Member States.

Art. 21

Alternative dispute resolutiton procedure

Pursuant to art. 21 CDSM, Member States are required to provide authors and performers with an alternative route to settle disputes concerning the transparency obligation and contract adjustment mechanism. This alternative dispute resolution procedure might involve either pre-existing or a new body or mechanism, which can be either industry-led or public, including judiciary. The procedure may be initiated either by creators themselves or a representative organisation acting on request of one or more creators, and its use does not prejudice creators' right to bring an action before the court.

Thus, it is up to Member States to choose an appropriate mechanism, and to decide on the spread of the procedure's cost between the parties. Additionally, Member States might opt for broadening the scope of disputes which can be brought to include, for example, those concerning the right of revocation

Provisions implementing art. 21 CDSM are rarely detailed. The majority of Member States opt for a simple statement naming a selected mechanism, such as mediation (Romania art. 48[1]), arbitration (Ireland sec. 27(9) and 28(5)), collaborative negotiations (Belgium art. 1738-1737), or a competent body, which ordinarily is an already existing institution. We can distinguish three types of competent institutions. First, copyright and related rights specific institutions, such as the Council of Copyright and Related Rights of Lithuania, the Council of Experts in Croatia or Copyright Commission in Estonia. Secondly, arbitration and mediation specific institutions, such as the Malta Arbitration Centre, the Malta Mediation Centre or the Arbitration Committee in Austria. And thirdly, national regulators, such as AGCOM in Italy.

Art. 22

Right of revocation

The right of revocation provided for in art. 22 CDSM entitles authors and performers to reclaim the rights they have assigned or licensed on an exclusive basis when their work or other subject matter is not being exploited. The provision follows the so-called **use-it-or-lose-it principle**, which requires transferees to use works entrusted to them by creators throughout the whole term of an agreement. Pursuant to art. 22 CDSM rights can be revoked by creators either in full or in part, and only after a reasonable period following the conclusion of an agreement. Creators need to notify their contractual counterpart of their intention to reclaim their rights, providing them with an appropriate time to begin (or resume) exploitation of those rights. Rights can be revoked only after the deadline set by a creator passes. However, an author or a performer cannot reclaim their rights when the lack of exploitation is predominantly due to circumstances they could reasonably be expected to remedy.

Art. 22 CDSM Directive leaves Member States considerable implementation freedoms. First, Member States can decide that instead of terminating an agreement, creators could end the exclusive character of a transfer. Secondly, they can adopt special provisions for particular types of works and sectors, as well as for collective works, or even exclude works that usually include contributions from a plurality of creators, such as audiovisual works, from the right's scope. Thirdly, Member States might limit the waivability of right only to collective agreements and restrict, in duly justified cases, exercise of rights in time. On top of the implementation freedoms explicitly provided in art. 22 CDSM, Member States might decide to broaden the right's scope (e.g. by introducing new triggers), and detail the steps which creators need to take to exercise their right.

Eight Member States have provided for a general (applicable to all types of works) use-it-or-lose-it right of revocation prior to the adoption of the CDSM Directive.[24] When implementing art. 22 CDSM, they make only necessary adjustments to the provisions' wording to secure compliance with the CDSM Directive. For example, the Netherlands no longer limits exercising of the right due to overriding interests of a transferee (art. 25e) and Germany does not require that lack of use of a work impairs author's legitimate interests (sec. 41). Apart from those minor adjustments, the majority of Member States opted for providing creators an opportunity to end the exclusive character of a transfer as an alternative to termination of an agreement.

Not all modifications made were, however, necessary. While art. 22 CDSM provides for reversion of rights due to "lack of exploitation", all Member States with pre-existing provisions explicitly allow revocation also due to lack of sufficient exploitation. While seven out of eight Member States decided to preserve this additional trigger, the Czech implementation proposal removes it, which was not required due to minimum harmonisation.

A major deviation from the general trend of introducing minor modification to an already-existing provisions comes from Romania, which instead of amending its pre-existing non-use reversion right (art. 48) decided to introduce a new use-it-or-lose-it provision (art. 48[1]). Motives behind this decision are not clear.

Member States take limited advantage of implementation freedoms left by art. 22 CDSM, with transpositions generally following the CDSM Directive's revocation right wording quite closely (see Ireland, sec. 29). Member States introducing a general use-it-or-lose-it reversion right to their legal orders for the first time, do not follow the example of countries which already had such provisions in place, and do not adopt insufficient use as a trigger. They do, however, opt for an end to the exclusive character of an agreement as an alternative to termination.

While the CDSM Directive allows for specific provisions to address different sectors and types of works, this option is rarely used, possibly because a number of Member States already support different revocation provisions for specific types of works.[25] More often, Member States provide for dedicated solutions for collective works and works including contributions from a plurality of authors. First, a number of countries, including Malta (sec. 21(4)-(a)), France (art. L-131-5-2), Portugal (art. 44e), Germany (sec. 89 and 90), and Romania (art. 48[1]), and indirectly Spain (art. 48bis), exclude audiovisual works from the reversion right's scope. Secondly, some countries specify if and how the right can be exercised by co-creators. For example, Italy (art. 110-septies) requires that all creators of significant contributions consent to revocation; Luxembourg (art. 13quarter) and Belgium (art. XI.167/4) do not allow an individual author to exercise their right if it would prejudice the contributions and legitimate interests of other authors; and Malta (sec. 21), quite unusually, leaves the decision on reversion of rights in collective works to the Copyright Board. However, the majority of the Member States leave the issue of collective works unaddressed.

What Member States more often engage with, is revocation right's temporal aspect. First, they define what constitutes a "reasonable time" after which creators can reclaim their rights. The relevant time ranges from five years to three months, sometimes depending on the type of work concerned (shorter terms are often provided for contributions to periodicals), counted either from the conclusion of an agreement or delivery of a work. Secondly, a handful of Member States decide to define "an appropriate deadline" for exploitation which a creator needs to set in a notice served to their contractual counterparty. The relevant deadline is set at a minimum of six months or one year; more often than not implementations leave this time to creator's decision.

Unfortunately, some of the Member States try to limit the scope of the revocation right beyond the limitations envisaged in art. 22 CDSM. First, when implementing the CDSM Directive, Hungary decided to rely on an already existing reversion right (art. 51), and not to create a general use-it-or-lose-it revocation provision. This reversion right, however, allows creators to reclaim their rights only when they were not exploited in the initial phase following conclusion of the agreement. Whether the use ceases at a later stage is irrelevant.

Whereas art. 22(2) CDSM allows Member States to limit application of revocation right in time, this is possible only in cases which are duly justified by the specificities of the sector or a type of work or subject matter concerned. This is not the case in Hungary. Secondly, art. 22 CDSM excludes situations where the lack of use is predominantly due to circumstances that a creator could reasonably be expected to remedy from the revocation right scope. However, a handful of countries, including Lithuania, Luxembourg and Portugal, take a step further, allowing a creator to reclaim their rights only when a contractual counterparty cannot provide a legitimate reason for a lack of exploitation or lack of use results from an objective impediment which cannot be remedied.

Whereas the right of revocation is not unwaivable, Member States often decide to limit its waivability only to collective agreements or agreements concluded pursuant to common remuneration rules (e.g. Germany sec. 41, Italy art. 110-septies, Romania art. 48[1]), restrict waivability in time (Austria sec. 29) or make it fully unwaivable (Spain art. 48bis, Portugal art. 44f, Estonia sec. 49[3]).

V. Conclusion

Chapter 3 CDSM is an unprecedented intervention of the EU into copyright contracts, with a view to bettering the contractual position of authors and performers. While setting minimum standards of protection, it leaves considerable implementation freedoms to Member States, to account for specificities of different sectors and types of works, as well as an already existing national copyright contracts framework. However, the majority of implementations do not take advantage of those freedoms, closely following the text of the CDSM Directive, even when it explicitly invites them to further specify certain issues. Thus, an ultimate good practice in the implementation process is to engage with the interpretative freedoms left, to provide creators with tools fit to address issues they are facing while contracting out their works and performances, ideally accounting for digital exploitation.

Authors and performers should be aware of the rights they own and have clarity on how to pursue those rights. Thus, inclusion of the information on creators' rights within the transparency obligation, like in Ireland, is a step in the right direction. Leaving the determination of appropriate and proportionate remuneration solely to individual agreements might not be sufficient, thus use of collective agreements to set remuneration standards as in Austria, Germany or France, or the residual remuneration rights, might be necessary. To safeguard the principle of appropriate and proportionate remuneration, it is essential that Member States are vocal on the issue of lump sum remuneration, clearly limiting its availability.

To ensure compliance with the remuneration principle, as well as the transparency obligation, it might be advisable to specify sanctions for breaches, particularly by linking them to the right to additional remuneration and revocation, further enhancing the coherence of the copyright contracts regulation. The Italian implementation providing for a presumption of inadequate remuneration in case of non-compliance with the transparency obligation could be an example to follow. Considering the value generated by digital use of works, it is important that national implementations explicitly account for such uses, be that in information shared pursuant to the transparency obligation or remuneration considered during the contractual adjustment process. It is particularly important in the case of the revocation right, triggered by the lack of use of work, as mere availability of works online does not necessarily amount to use, making the adoption of an insufficient use criterion as in e.g. the Netherlands, Slovakia or Austria, particularly welcome.

While there is no single implementation formula to follow, Member States have a selection of options to chose from, and it is important that they do, to fully realise the CDSM Directive goal of bettering creators' contractual position.

Notes

[1]Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC [2019] OJ L 130/92.
[2]The term 'creators' in this report is used to refer jointly to authors and performers unless stated otherwise.
[3]See List of national transposition measures communicated by the Member States to the European Commission, accessed 6 June 2022.
[4]'Copyright: Commission calls on Member States to comply with EU rules on copyright in the Digital Single Market' European Commission (26 July 2021), accessed 6 June 2022.
[5]'Copyright: Commission urges Member States to fully transpose EU copyright rules into national law' European Commission (19 May 2022) accessed 6 June 2022.
[6]See a statement by Danish Ministry of Culture: 'Todelt tidsplan for implementering af ophavsretsdirektiver' Kulturministeriet (2 November 2020), accessed 6 June 2022.
[7]Communication from the Commission to the European Parliament and the Council Guidance on Article 17 of Directive 2019/790 on Copyright in the Digital Single Market, COM/2021/288 final
[8]Judgement of the Court, accessed 6 June 2022.
[9]This report reflects state of implementation as of 20 May 2022 to the best of the author's knowledge.
[10]While Denmark has partially implemented the CDSM Directive, this partial transposition concerns arts. 15 and 17 CDSM, thus it is not relevant for this report.
[11]Available at: https://www.deepl.com/translator.
[12]Available at: https://translate.google.com.
[13]Ruth Towse, 'Copyright Reversion in The Creative Industries: Economics and Fair Remuneration' (2018) 41 Columbia Journal of Law & Arts 467.
[14]See Lucie Guibault and Bernt Hugenholtz, 'Study on the Conditions Applicable to Contracts Relating to Intellectual Property in the European Union' (IViR, University of Amsterdam 2002); and Séverine Dusollier and others, 'Contractual Arrangements Applicable to Creators: Law and Practice of Selected Member States' (European Parliament Committee on Legal Affairs 2014).
[15]See for example French transposition of the right of revocation: while art. L-131-5-2 implements general use-it-or-lose-it revocation right, reversion rights already provided in French law remain unaffected, including rights relevant for publishing agreements (art. L-132-17-2 et al.).
[16]See European Copyright Society, 'Comment of the European Copyright Society Addressing Selected Aspects of the Implementation of Articles 18 to 22 of the Directive (EU) 2019/790 on Copyright in the Digital Single Market (8 June 2020) accessed 6 June 2022.
[17]Term 'transfer' in this report is used to refer jointly to assignments and licenses, unless stated otherwise.
[18]On the common remuneration rules see Martin Senftleben, 'More Money for Creators and More Support for Copyright in Society – Fair Remuneration Rights in Germany and the Netherlands' 41 Colum. J.L. & Arts 413.

[19]On Dutch Copyright Contract Act see P.B. Hugenholtz, 'Towards Author's Paradise: The New Dutch Act on Authors' Contracts,' in Gunnar Karnell, Per Jonas Nordell, Annette Kur, Daniel Westman, Johan Axhamn, and Stephan Carlsson (eds), Liber Amicorum Jan Rosén (Visby 2016).
[20]For in depth analysis of the residual remuneration rights see Raquel Xalabarder, 'The Principle of Appropriate and Proportionate Remuneration of ART.18 Digital Single Market Directive: Some Thoughts for Its National Implementation', 4.2020 InDret 1.
[21]Directive 2006/115/EC of the European Parliament and of the Council of 12 December 2006 on rental right and lending right and on certain rights related to copyright in the field of intellectual property (codified version), OJ L 376/28. Art. 5 of the directive provides authors and performers with an unwaivable right to receive equitable remuneration for the rental. when they have transferred or assigned their rental right concerning a phonogram or an original or copy of a film to a phonogram or film producer.
[22]For detailed analysis of this provision see Elisa Vittone and Sasha Dalia Manzo, 'Notes on the transposition in Italy of the principle of 'appropriate and proportionate remuneration' with reference to the film and audiovisual sector' JIPLP jpac046.
[23]Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market Text with EEA relevance [2014] OJ L 84/72.
[24]Those are: Austria, Croatia, Czechia, Germany, Netherlands, Slovenia, Slovakia and Romania.
[25]For a full account of all reversion provisions see Ula Furgał, 'Reversion rights in the European Union Member States' CREATe Working Paper 2020/11 accessed 6 June 2022.

Appendix

COUNTRY	NAME OF AMENDING ACT	SOURCE	NAME OF AMENDED ACTS
Austria	Bundesgesetz, mit dem das Urheberrechtsgesetz, das Verwertungsgesellschaftengesetz 2016 und das KommAustria-Gesetz geändert werden (Urheberrechts-Novelle 2021 – Urh-Nov 2021)	https://www.ris.bka.gv.at/eli/bgbl/I/2021/244	Bundesgesetz über das Urheberrecht an Werken der Literatur und der Kunst und über verwandte Schutzrechte (Urheberrechtsgesetz)
Belgium	Avant-projet de loi soumis à l'avis du Conseil d'État Avant-projet de loi transposant la directive (UE) 2019/790 du Parlement Européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE	https://www.lachambre.be/FLWB/PDF/55/2608/55K2608001.pdf	Code de droit économique - 28 Février 2013
Bulgaria	ЗАКОН ЗА ИЗМЕНЕНИЕ И ДОПЪЛНЕНИЕ НА ЗАКОНА ЗА АВТОРСКОТО ПРАВО И СРОДНИТЕ МУ ПРАВА	https://www.strategy.bg/PublicConsultations/View.aspx?lang=bg-BG&Id=6348	Закон за авторското право и сродните му права (1993)
Croatia	Zakon o Autorskom Pravu i Srodnim Pravima	https://narodne-novine.nn.hr/clanci/sluzbeni/2021_10_111_1941.html	n/a
Cyprus	Εναρμόνιση του περί του Δικαιώματος Πνευματικής Ιδιοκτησίας και Συγγενικών Δικαιωμάτων (Τροποποιητικός) Νόμος του 1976 (59/1976) με τις οδηγίες (ΕΕ) 2019/789 και 2019/790 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 17ης Απριλίου 2019	https://www.intellectualproperty.gov.cy/assets/modules/wgp/articles/202010/1360/docs/prosxedio_tropopoisis_nomou.pdf	Ο περί του Δικαιώματος Πνευματικής Ιδιοκτησίας και Συγγενικών Δικαιωμάτων Νόμος του 1976
Czechia	ZÁKON kterým se mění zákon č. 121/2000 Sb., o právu autorském, o právech souvisejících s právem autorským a o změně některých zákonů (autorský zákon), ve znění pozdějších předpisů, a další související zákony	https://www.psp.cz/sqw/text/orig2.sqw?idd=191947	https://www.psp.cz/sqw/text/orig2.sqw?idd=191947
Estonia	Autoriõiguse seaduse muutmise seadus (autoriõiguse direktiivide ülevõtmine)	https://www.riigiteataja.ee/akt/128122021001	Autoriõiguse seadus (1992)

Finland	Luonnos hallituksen esitykseksi eduskunnalle laeiksi tekijänoikeuslain ja sähköisen viestinnän palveluista annetun lain 184 §n muuttamiseta	https://www.lausuntopalvelu.fi/FI/Proposal/Participation?proposalId=bf2bc712-ff6e-4a23-81de-91581bc2bf81	8.7.1961/404 Upphovsrättslag
France	Ordonnance n° 2021-580 du 12 mai 2021 portant transposition du 6 de l'article 2 et des articles 17 à 23 de la directive 2019/790 du Parlement européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE	https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043496429	Code de la propriété intellectuelle 1992
Germany	Gesetz zur Anpassung des Urheberrechts an die Erfordernisse des digitalen Binnenmarktes (UrhBiMaG)	https://www.buzer.de/s1.htm?g=UrhBiMaG&f=1	Gesetz über Urheberrecht und verwandte Schutzrechte (Urheberrechtsgesetz) (1965)
Hungary	2021. évi XXXVII. törvény a szerzői jogról szóló 1999. évi LXXVI. törvény és a szerzői jogok és a szerzői joghoz kapcsolódó jogok közös kezeléséről szóló 2016. évi XCIII. törvény jogharmonizációs célú módosításáról	https://magyarkozlony.hu/dokumentumok/526334b033ec56dda7906378ca38c272f80fb231/megtekintes	1999. évi LXXVI. törvény a szerzői jogról
Ireland	European Union (Copyright and Related Rights in the Digital Single Market) Regulations 2021	https://www.irishstatutebook.ie/eli/2021/si/567/made/en/pdf	n/a
Italy	Decreto Legislativo 8 novembre 2021, n. 177	https://www.gazzettaufficiale.it/atto/serie_generale/caricaDettaglioAtto/originario?atto.dataPubblicazioneGazzetta=2021-11-27&atto.codiceRedazionale=21G00192&elenco30giorni=false	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.
Lithuania	Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymo Nr. VIII-1185 1, 2, 3, 5, 11, 15, 21, 22, 23, 25, 32, 40, 42, 46, 48, 51, 53, 55, 56, 58, 59, 63, 65, 68, 70, 72-9, 72-10, 72-12, 72-13, 72-30, 72-31, 75, 78, 80, 87, 89, 91, 92, 93, 95, 96 straipsnių, 3 priedo pakeitimo ir Įstatymo papildymo 15-1, 15-2, 21-1, 22-1, 22-2, 40-1, 40-2, 40-3, 57-1, 65-1 straipsniais, VIII ir IX skyriais įstatymas	https://www.e-tar.lt/portal/lt/legalAct/5b445220b02711ec8d9390588bf2de65	Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymas 1999 m. gegužės 18 d. Nr. VIII-1185

Luxembourg	Loi du 1er avril 2022 portant modification : 1° de la loi modifiée du 18 avril 2001 sur les droits d'auteur, les droits voisins et les bases de données ; 2° de la loi du 3 décembre 2015 relative à certaines utilisations autorisées des œuvres orphelines ; 3° de la loi du 25 avril 2018 relative à la gestion collective des droits d'auteur et des droits voisins et l'octroi de licences multiterritoriales de droits sur des œuvres musicales en vue de leur utilisation en ligne dans le marché intérieur, en vue de la transposition de la directive 2019/790 du Parlement européen et du Conseil du 17 avril 2019 sur le droit d'auteur et les droits voisins dans le marché unique numérique et modifiant les directives 96/9/CE et 2001/29/CE.	https://legilux.public.lu/eli/etat/leg/loi/2022/04/01/a158/jo	Loi du 18 avril 2001 sur les droits d'auteur, les droits voisins et les bases de données
Malta	Copyright and related rights in the Digital Single Market Regulations, S.L. 415.08	https://legislation.mt/eli/sl/415.8/eng	n/a
Netherlands	Proposta de Lei n.º 114/XIV/3	https://app.parlamento.pt/webutils/docs/doc.pdf?path=6148523063484d364c793968636d356c6443397a6158526c6379395953565a4d5a5763765247396a6457316c626e527663306c7561574e7059585270646d45764f546c68597a686a5a4445744d7a56684f5330305a4446694c5745344d3259744f4451344f574a69596a517a4d7a63304c6d527659773d3d&fich=99ac8cd1-35a9-4d1b-a83f-8489bbb43374.doc&Inline=true	Código do Direito de Autor e dos Direitos Conexos, Decreto-Lei n.º 63/85
Portugal	Proposta de Lei n.º 114/XIV/3	https://app.parlamento.pt/webutils/docs/doc.pdf?path=6148523063484d364c793968636d356c6443397a6158526c6379395953565a4d5a5763765247396a6457316c626e527663306c7561574e7059585270646d45764f546c68597a686a5a4445744d7a56684f5330305a4446694c5745344d3259744f4451344f574a69596a517a4d7a63304c6d527659773d3d&fich=99ac8cd1-35a9-4d1b-a83f-8489bbb43374.doc&Inline=true	Código do Direito de Autor e dos Direitos Conexos, Decreto-Lei n.º 63/85

Romania	Lege nr. 69 din 28 martie 2022pentru modificarea și completarea Legii nr. 8/1996 privind dreptul de autor și drepturile conexe	https://legislatie.just.ro/Public/DetaliiDocument/253526	Legea nr. 8 din 14 martie 1996 privind dreptul de autor și drepturile conexe Publicat în Monitorul Oficial nr. 489 din 14 iunie 2018
Slovakia	Zákon zo 16. februára 2022, ktorým sa mení a dopĺňa zákon č. 185/2015 Z. z. Autorský zákon v znení neskorších predpisov	Zákon zo 16. februára 2022, ktorým sa mení a dopĺňa zákon č. 185/2015 Z. z. Autorský zákon v znení neskorších predpisov	Zákon z 1. Júla 2015 Autorský zákon
Slovenia	Predlog Zakona o spremembah in dopolnitvah Zakona o avtorski in sorodnih pravicah	https://e-uprava.gov.si/drzava-in-druzba/e-demokracija/predlogi-predpisov/predlog-predpisa.html?id=12665	Zakon o avtorski in sorodnih pravicah (ZASP) (1995)
Spain	Real Decreto-ley 24/2021, de 2 de noviembre, de transposición de directivas de la Unión Europea en las materias de bonos garantizados, distribución transfronteriza de organismos de inversión colectiva, datos abiertos y reutilización de la información del sector público, ejercicio de derechos de autor y derechos afines aplicables a determinadas transmisiones en línea y a las retransmisiones de programas de radio y televisión, exenciones temporales a determinadas importaciones y suministros, de personas consumidoras y para la promoción de vehículos de transporte por carretera limpios y energéticamente eficientes.	https://www.boe.es/diario_boe/txt.php?id=BOE-A-2021-17910	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
Sweden	Laki tekijänoikeuslain muuttamisesta	https://www.regeringen.se/4a841f/contentassets/9b1689c733d541b9ad11fe1046c8e9ff/upphovsratten-pa-den-digitala-inre-marknaden-ds-2021-30.pdf	Lag (1960:729) om upphovsrätt till litterära och konstnärliga verk

ECSA - European Composer & Songwriter Alliance

The European Composer & Songwriter Alliance is a European network of more than 55 members from 27 countries. Its main objective is to defend and promote the rights of music authors on a national, European and international level.

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Ula Furgal

Lecturer in Intellectual Property and Information Law,
CREATe Centre, University of Glasgow.

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