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Dissertation title: Models of contracts for exploitation of a work - license agreement and agreement transferring author's economic rights.

The dissertation is devoted to models of contracts for exploitation of a work. A „model”, in this case, according to the PWN Polish Language Dictionary, should be understood as "a construction, scheme or description showing the operation, structure, features, dependencies of some phenomenon or object". In this case, the object refers to each of the both contracts for the exploitation of works.

Such contracts are a specific category within the broader category of the copyright contracts, which are contracts related to works. Contracts for work exploitation are copyright contracts which involve the transfer of the author's economic rights or the granting of a license. In the category of licensing agreements, two types can be identified: exclusive and non-exclusive agreements. In the former, there are also exclusive agreements where the licensee retains protective claims and those where he does not. Regarding agreements that transfer an author's economic rights, no variations can be distinguished based on the construction of the provisions of the Copyright Act. Therefore there is only one form of agreement that transfers an author's economic rights.

Models of contracts for the exploitation of work remain an important topic of interest within legal doctrine. In earlier copyright acts (1926 and 1952), the legislator regulated publishing contracts as a standard model of a nominated contract for the exploitation of work. However, in 1994, the legislator replaced it with the fifth chapter of the Copyright Act. This chapter contains provisions governing different aspects of copyright contracts. Among them articles 67, 64, 41, and 50 of the Copyright Act hold paramount significance for the subject of this dissertation. These provisions contain rules for the interpretation of conventional actions within copyright law. Therefore, an act which is not performed in a manner which complies with these provisions does not constitute a contract for the exploitation of a work as defined by these provisions. These provisions might be situated between the provisions of the Civil Code governing nominated contracts and the provisions of the Civil Code regulating transfers of legal titles, including e.g. the transfer of property. Consequently, they not only define the essential models of contracts for the exploitation of works, but also contain numerous research problems.

One of the central issues tackled in the dissertation was the interpretation of Article 41 sec. 2 of the Copyright Act, which involves the principle of specification, and Article 17 of the Copyright Act. The research has confirmed the hypothesis that the separation of the author's economic rights from the author's economic right occurs in a way similar to the separation of limited property rights from the property. Another main hypothesis was that the copyright doctrine mistakenly identifies the constitutive and at once derivative nature of acquisition of right with its primary acquisition. Specifically, proponents argue that the constitutive

acquisition means the acquisition of a new right. However, in reality, the constitutive and at once derivative acquisition of a right only defines a specific form of its transfer.

Independently, an acquisition can also be constitutive and primary. A receivable is obtained in this way, in particular a receivable specific for the licence agreement.

Another key hypothesis presented in the dissertation entail that the licensor's benefit, meaning his most general obligation against the licensee, is similar to the lessee's benefit. In particular, the licensor is obliged to ensure the possibility of work use.

From the possibility to terminate a contract for transferring copyrights with *ex nunc* effect and from the possibility to limit the term of this contract, it follows that such a contract involves the benefit of a continuous nature, akin to that of a license agreement.

The construction of the provisions of Chapter Five of the Copyright Act have resulted in the reconstruction of models of contracts for exploiting a work. A licence agreement is a nominated contract as it is created as a normative type. Its benefit is specified while the specification of its *essentialia negotii* does not arouse doubts. They include granting of authorization to use the work in the fields of exploitation clearly specified one by one in the contract. A contract for transferring copyrights is very similar, with the distinction being that its *essentialia negotii* is the transfer of these rights, rather than authorization.

An important distinction between the two contracts lies in the constitutive and derivative acquisition of the author's economic rights in the contract for transferring copyrights, while the constitutive and primary in the licence contract. Additionally, it is worth noting that while a contract transferring copyrights is both an obligation and an assets-disposing legal act, a licence agreement is only an obligation.

The contract transferring copyrights accord the acquirer of the author's economic rights with a robust legal standing compared to the licensee. Nevertheless, there is an unsubstantiated assimilation between the contract transferring the author's economic rights and the exclusive licence agreements where the licensee retains protective claims.

Both the contract for transferring copyrights and the licence agreement typically form part of merged contracts, which are nominated or unnominated contracts connected in a way that creates an economic unity, and which share legal existence.