

Rights in audiovisual works under Copyright Law

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Intellectual Property, Greece

- 🔍 **Authors' rights**
- 🔍 **Artists' and performers' rights**
- 🔍 **Producers' rights**

Authors' rights

According to the Copyright Law, authors of audiovisual works have various rights, including:

- producing fixations or reproductions of the work;
- making the work available to the public (eg, by publishing it on an on-demand video service);
- broadcasting the work on TV or the radio; and
- communicating the work to the public.

These are absolute rights (ie, they require the author's prior written authorisation).

Article 35(1) of the Copyright Law provides that no further licences are required for repeated TV or radio broadcasts unless otherwise agreed. However, the broadcasting organisation must pay the author:

- for the first rebroadcast – at least 50% of the fee agreed for the first broadcast; and
- for each subsequent rebroadcast – at least 20% of the fee agreed for the first broadcast.

This provision does not apply to relations between collective management organisations and users. Article 35(5) stipulates that only collective management organisations may administer the author's cable retransmission right.

Artists' and performers' rights

Artists and performers of audiovisual works enjoy the following rights, among others.

Activity	Right
Producing fixations or reproductions of the work	This is an absolute right (ie, it requires the artist's or performer's written authorisation).
Making the work available to the public (eg, by publishing it on an on-demand video service)	This is an absolute right (ie, it requires the artist's or performer's written authorisation).
Broadcasting a legal fixation of the work on TV or the radio	The artist or performer has a right to equitable remuneration. Collective management organisations must administrate such broadcasts.
Communicating a legal fixation of the work to the public	The artist or performer has a right to equitable remuneration. Collective management organisations must administrate such communications.
Broadcasting an illegal fixation of the work on TV or the radio	This is an absolute right (ie, it requires the artist's or performer's written authorisation).

Producers' rights

Producers of audiovisual works also have the following rights:

- reproducing and making copies of the work;
- making the work available to the public (eg, by publishing it on an on-demand video service);
- broadcasting the work on TV or the radio, including satellite transmission or cable retransmission thereof; and
- communicating the work to the public.

These are absolute rights (ie, they require the author's prior written authorisation).

Article 34(1) of the Copyright Law provides as follows:

A contract dealing with the creation of an audiovisual work between a producer and an author shall specify the economic rights which are to be transferred to the producer. If the aforementioned provision is not met, the contract shall be deemed to transfer to the producer all the economic rights which are necessary for the exploitation of the audiovisual work, pursuant to the purpose of the contract
.(1) (Emphasis added.)

Further, Article 46(3) of the Copyright Law stipulates as follows:

*Subject to contractual clauses to the contrary, explicitly specifying which acts are authorized, the acts listed in paragraph (2), above, shall be presumed to have been authorized when a performer has entered into an employment contract, having as its object the operation of those particular acts, with a party who is doing such acts.***(2)**

These provisions, which align with the Civil Code's freedom of contract principle, mean that all absolute rights may be licensed or transferred, under contract, to the producer, excluding the rights or powers which fall under the mandatory collective management administration scheme. Even when such powers are not specifically mentioned in the contract, the producer acquires all of the economic rights which are necessary for the exploitation of the audiovisual work. For example, in a contract which deals with the theatrical distribution of a work, the producer acquires all of the rights connected to the purpose of the contract.

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Endnotes

(1) Official Hellenic Copyright Organisation translation.

(2) *Id.*

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