



REQUIREMENTS, SPECIFIC FEATURES AND DIFFERENCES OF A COPYRIGHT CONTRACT FROM OTHER CONTRACTS

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| Article history: | Abstract: |
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| Received: 20 th January 2025 Accepted: 11 th February 2025 | The article analyzes the civil-legal nature of the copyright agreement based on the legislation of the Republic of Uzbekistan. It talks about the legal nature, structure, form of the copyright agreement, as well as the rights and obligations of the parties to it. The article also discusses what requirements must be met by persons who have reached an agreement on concluding a copyright agreement. |

Keywords: Copyright, related rights, property rights, copyright agreement, exclusive rights, non-exclusive rights, payment terms.

INTRODUCTION

Today, a number of scientific research works are being carried out in Uzbekistan in the field of improving modern legal mechanisms for copyright protection. In this regard, it is especially important to improve the contractual-legal framework and mechanisms for copyright protection, as well as various tools and methods used in the use of works, especially in the copyright contract, to strictly define the rights and obligations of the parties.

Therefore, this article discusses the legal nature of the copyright contract and its differences from other contracts.

METHODS

To study any field, we need a methodology. Methodology studies scientific activity based on various methods. This article uses methods such as systematic-structural, comparative-legal, analysis and synthesis, logical, and comprehensive study of scientific sources. Based on these methods, a number of scientific works are analyzed, studied separately, and the results are combined.

RESULTS

Copyright applies to works of science, literature and art that are the result of creative activity, regardless of their purpose and value, as well as the method of expression. They can be:

- written (manuscript, typewritten, musical notation, etc.);
- oral (public speaking, public performance, etc.);
- sound or video recording (mechanical, magnetic, digital, optical, etc.);
- image (painting, sketch, landscape, layout, drawing, film, television, video or photo frame, etc.);

- volumetric (sculpture, model, layout, structure, etc.);

- in other forms.

The objects listed above are protected by copyright. Several types of agreements can be concluded on these objects. One of them is the author's agreement.

A copyright agreement is an agreement under which the author transfers his property rights to another person, either exclusively or partially. In this sense, we can say that a copyright agreement is a mutual agreement concluded to transfer the rights belonging to the right holder to another user for a specific purpose (commercialization or other).

Under a copyright agreement, the author grants the user the right to use the work for a fee, in an agreed manner and for a specified period, and the user undertakes to use the work in accordance with the rights granted to him and to pay the fee.

A copyright agreement must be concluded in writing. In this case, when selling copies of computer programs and databases, the copyright agreement is considered to be concluded in writing if its terms (terms of use of the program and database) are appropriately stated in the copies of the program or database.

The copyright agreement must provide for:

- methods of using the work (the scope of specific rights transferred under the agreement);
- the amount of the fee or the procedure for determining the amount of the fee for each method of using the work, as well as the procedure and terms for its payment. [1]

The scope of copyright in copyright contracts is quite controversial among scholars. For example, according to E. P. Gavrilov, copyright does not regulate relations related to the creation of works in general, but regulates relations arising in connection with the use of an already created work. [2]



According to L.V. Sorokina, copyright regulates not only the use of an already created work, but also relations prior to its creation. [3]

According to the legislation, the author has the exclusive right to use the work in any form and by any means. Legal entities and individuals may use the work only under a contract concluded with the copyright holder or another authorized person.

Another important condition of copyright contracts is that the contract must indicate the price (contract price). That is, the royalty that the user must pay to the author for using the work under the contract must be indicated in percentages. It is not for nothing that the fee paid by the user is indicated in percentages, because as income increases, the fee paid to the author should also increase.

The author has the right to receive remuneration for each type of use of his work. If copies of a published work have been legally introduced into civil circulation by selling them or otherwise transferring ownership rights to another person, their further distribution without the author's consent and without payment to him is allowed.

The transfer of ownership or possession of a tangible object to another person does not automatically entail the transfer of any copyright in the work embodied in that object to another person. In this regard, an author's contract differs from civil law contracts of gift, inheritance, contract, and service contract.

DISCUSSION

Now, if we analyze the types of copyright agreements, a common type of copyright agreement can be a copyright transfer agreement. In this case, the exclusive rights are transferred to the user in full. In this case, the copyright holder, that is, the party who received exclusive rights under the agreement, can use the author's work at his discretion without any restrictions. One of the forms of a copyright agreement is a contract for the creation of copyright. In this case, under a contract for the creation of copyright, the author undertakes to create a work in accordance with the terms of the contract and transfer it to the customer. An important condition of a contract for the creation of copyright concluded on the basis of an order is that the customer has the opportunity to establish a grace period for the creation of the work.

According to Article 1056 of the Civil Code, legal entities and individuals may use the work only under an agreement concluded with the right holder or another authorized person, including under an agreement concluded with organizations that collectively manage property rights.

An agreement concluded with a collective management organization is not considered an author's agreement, since the legal relationship between the collective management organization and the authors is in the nature of an assignment agreement. [4]

Under an assignment agreement, one party (the agent) undertakes to perform certain legal actions on behalf of and at the expense of the other party (the principal). Rights and obligations under the agreement concluded by the agent arise directly with the principal. [5]

In accordance with Article 1036 of the Civil Code, under a license agreement, the party (the licensor) who has an exclusive right to the result of intellectual activity or a means of reflecting private signs grants permission to the other party (the licensee) to use the intellectual property object belonging to it.

A distinctive feature of this agreement is that the rights to intellectual property are granted to the licensee in a limited scope, and the scope of the rights granted to the licensee is determined by the terms of the license agreement. In addition, a license agreement can also be concluded within the framework of industrial property objects.

CONCLUSION

To conclude from the above, right holders and users who conclude copyright agreements should take into account their legal nature, requirements and specific features, as well as their similarities and differences with other agreements, when concluding these agreements. This will help prevent potential disputes between authors and other users in the future.

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