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**Joint administration of copyright**

**Summary of doctoral dissertation**

The legal concept of joint copyrights management defines the relations that arise among the multiple owners of the exclusive rights to the same original work. It is hard to overestimate its practical importance, especially in times, when the phenomenon of co-authorship becomes more and more common. There are generally three basic causes resulting with joint copyright ownership: co-authorship of work, a contract and the inheritance when there are multiple heirs of the same copyright.

In Poland, the problem of joint administration of copyrights has not so far been a subject of the in-depth analysis of the legal doctrine. It is then necessary to clarify the rules governing joint copyrights management, including the results of certain acts in law relating to the joint rights to the work. The aim of this work is to analyze the concept of joint copyrights management that is rendered both on the basis of statutory provisions (statutory management, judicial management) and the appropriate agreement between the joint copyright owners.

What comes to the fore is the pessimistic conclusion that the legal regulation of the joint ownership of copyright is very laconic, and – as a result – the level of legal unreliableness, both on the ground of the default (statutory) model of joint copyrights management and the possible modifications thereof, is very significant. It is my general opinion, that it is necessary to modify the current statutory regulation relating to joint copyrights management in order to eliminate at least some of the alternative interpretations that emerge on the basis of *de lege lata* provisions.

In my dissertation, I argue that:

- 1) The Article 9 of the Polish copyright law act, which regulates the joint copyrights management, should apply only to those cases of joint copyrights ownership that are the result of co-authorship. The management executed by other subjects of the joint copyright should be based on the use (by legal analogy) of the provisions of Civil code relating to joint ownership in fractional parts. This solution simplifies the management in those cases, where the joint copyright ownership is not based on co-authorship and allows performing the acts of ordinary management by votes of the majority of owners.
- 2) Within the scope of those acts in law relating to the work that are addressed to third parties, rule of representation should apply. This allows to achieve the equal result of the act in law within the sphere of the rights of all the co-owners. It also allows third

parties to acquire the rights that are effective against all co-owners, which is particularly important in case of the license agreements. In my opinion, this solution eliminates many adverse consequences as opposed to the alternative concept of the lack of representation.

- 3) It is acceptable to conclude a permanent (that is: non-terminable by unilateral decision of the co-owners) agreement that modifies the statutory rules of the joint copyright management. Although this thesis contradicts the general rule of the severability of those obligations that were contracted for an indefinite period of time, it seems that there are sufficient arguments of functional nature to conclude that this rule does not apply to the contract that modifies the statutory rules of joint copyright management. Allowing unilateral termination of the contract would in this case undermine the very basic objective of such an agreement. If the contract could unilaterally terminated, all the provisions aimed to simplify the statutory model of management would always depend on the acceptance of all the co-owners. Such an agreement would not actually modify the statutory model of management, constituting just a form of temporary arrangement, depending on current will of all the co-owners. This interpretation is not applicable to the agreement that has been concluded for a specified period of time. In this case, on the other hand, there arises the question what is maximum period of time for which such an agreement may be concluded. Exceeding this time limitation would cause the provision to be invalid, which would result with the agreement concluded for an indefinite period of time (with the right of its termination by each co-owner, should the arguments presented in this dissertation not be accepted).
- 4) The co-owners enjoy an extensive freedom in modifying the default (statutory) model of joint copyrights management by the co-owners of the work. The limitations in this respect result from the mandatory provisions of law, including Article 9 sec. 1 and sec. 5 of the Polish copyright act, Article 199 and Article 203 of the Civil code (within the scope of the second and the third premise). There are some restrictions on modifying the admissibility of recourse to the court in order to obtain authorization to carry out management activities provided in Article 199 sentence 2 and Article 201 sentence 2 of the Civil code. The co-owners may disable or restrict the recourse in the form of typical contractual commitment, but it is not acceptable to modify the criteria applied by the court in order to assess admissibility if the management activity (in this regard the provisions of the Civil code are mandatory).

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