

Assessing Copyright and Related Rights Systems

Terms for Transfer and Licensing of Rights

Report on Piloting in Finland

Focus: Literature (Book Publishing Industry)



The logo for Cupore, consisting of the word "cupore" in a white, lowercase, sans-serif font, centered within a solid red rectangular background.

Assessing Copyright and Related Rights Systems: Terms for Transfer and Licensing of Rights – Focus: Literature (Book Publishing Industry). Report on Piloting in Finland.

This report is the result of the first pilot study implementing Methodology Card 19 – *Terms for Transfer and Licensing of Rights*, one of the 37 indicators constituting a methodology framework for assessing the operation of national copyright and related rights systems. The methodology framework has been developed at the Foundation for cultural policy research (Cupore) in Finland as part of a project financed by the Finnish Ministry of Education and Culture. The pilot study was conducted by Project Researcher Milla Määttä together with the core project team (Tiina Kautio and Nathalie Lefever), between April 2014 and January 2015. The results were first published in January 2015 on the website of Cupore.

A handbook presenting the methodology framework is available on the website of Cupore at www.cupore.fi.

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Executive summary

This document presents data collected in application of a methodology framework to assess the operation of copyright and related rights systems. More precisely, the information and analysis below correspond to Methodology Card 19 presented in the methodology handbook, titled “Terms for Transfer and Licensing of Rights”. The goal of this report is to provide an overview of the functioning of the individual exercise of rights and the effects of copyright on the negotiation processes and bargaining power in Finland. This is studied through the experiences of stakeholders on licensing contracts and the setting copyright offers for negotiations.

The analysis is based on the assessment of the stakeholders’ experiences on contracting practices in the book publishing industry. This study focuses on the opinions of two different focus groups: the representatives of Finnish authors and translators, and a selection of Finnish publishers.

The report is divided into two sections. Section 1 provides an overview of the experiences of authors' and publishers representatives on the existing barriers for licensing. The study showed that on a general level, the markets for rights in the field of literature function properly. However, due to the digital environment, contract-making in the book publishing industry has become more complex, and a number of barriers for licensing and problems related to the fairness of contracting practices can be pointed out. Possible barriers to licensing that were presented in the focus group discussions were the results of transaction costs, insufficient knowledge of the negotiating parties on copyright issues, as well as legislation, public actions or compulsory administrative duties.

Section 2 presents an assessment of the perceived fairness and legality of terms of contracts. Fairness of contracting practices has been assessed by reviewing the opinions of the stakeholders on their bargaining positions during contract negotiations, on levels of remuneration, as well as on contract terms which have been considered as unfair. The study showed that the stakeholders have varying opinions on the bargaining power of different negotiating partners in the markets for rights. The participants had come across several situations where they considered the terms of contracts to be unfair. Several reasons for unfair bargaining positions were discussed, including the economic situations of the negotiating parties, the differences in awareness and knowledge of law and bargaining abilities by the parties and the scope copyright law. However, the industry representatives seem to have a good understanding of the situations where individual contract terms or remuneration levels have been perceived as unfair.

Table of contents

EXECUTIVE SUMMARY	3
INTRODUCTION.....	5
A. Context of the pilot study	5
B. Presentation of the indicator	5
C. Methods	6
▪ Desktop study and expert interviews	6
▪ Selection of participants	7
▪ Questionnaires	8
▪ Focus group meetings	8
RESULTS	9
Section 1. The barriers for licensing	10
Section 2. The perceived fairness and legality of terms of contracts.....	11
▪ Balance of bargaining power	11
▪ Levels of remuneration	13
▪ Unfair terms of contracts.....	14
CONCLUSIONS	16
A. Analysis and summary of the results	16
▪ The barriers for licensing	16
▪ Balance of bargaining power	16
▪ Levels of remuneration	17
▪ Unfair terms of contracts.....	17
▪ Terms for transfer and licensing of rights – General remarks	17
B. Methodological findings.....	18
▪ Limitations.....	18
▪ Guidelines for future research	18
APPENDICES	19
A. Methodology card	19
B. Consulted parties	20
C. Questionnaires used in the focus group study	20

Introduction

A. CONTEXT OF THE PILOT STUDY

A methodology framework for assessing the operation of national copyright and related rights systems has been developed at the Foundation for cultural policy research (Cupore) in Finland. It is a collection of tools for achieving a systematic assessment of the functioning, performance and balanced operation of national copyright and related rights systems.

In the methodology, the assessment is determined through a framework consisting of so-called description sheets and methodology cards. The description sheets constitute guidelines to produce a comprehensive presentation and description of a country's copyright and related rights system and its operating environment. The methodology cards propose the collection of specific sets of data, either quantitative, descriptive or qualitative, that will be used as indicators of the functioning, performance and balanced operation of the system. Description sheets and methodology cards are accompanied by detailed information on the data to be collected, as well as analysis guidelines that will help connect them to each other.

The methodology framework is meant to be continuously improved through application feedbacks. For more information, see the Cupore website, www.cupore.fi/copyright.php.

This report presents data collected in application of Methodology Card 19 of the methodology framework, titled "Terms for Transfer and Licensing of Rights". It is the result of the first pilot study applying this indicator in Finland.

This study was conducted by Project Researcher Milla Määttä together with the core project team (Tiina Kautio and Nathalie Lefever), between April 2014 and January 2015.

B. PRESENTATION OF THE INDICATOR

The indicator implemented here is part of the third pillar of the methodology framework, "Operational balance of the copyright system", and its third area, "Licensing markets". Its aim is to study the functioning of the individual exercise of rights and the effects of copyright on the negotiation processes and bargaining power, in order to support the analysis of the operation of the national copyright and related rights system.

As explained in the methodology handbook, the balance between the negotiating power of different stakeholder groups is one important aspect of the functioning of the markets for rights. Functioning of the individual exercise of rights is evaluated within this indicator with regard to the experiences of stakeholders on licensing contracts. Collective management of rights is covered in Description Sheet 12 and Methodology Card 9 of the Methodology framework.

This indicator concerns the setting copyright offers for negotiations. The purpose is to discover the different effects of copyright on negotiation processes and the bargaining power of different stakeholders.

The analysis takes into account different types of contracts, their length, scope and exclusivity as well as the terms of remunerations. The parties' perceptions on their bargaining positions during contract negotiations and barriers in transfer and licensing of rights are also covered.

Concentration of the markets has implications for the bargaining power of the negotiating parties and the terms and conditions of contracts. Information on the level of concentration of the markets is collected in the context of Description sheet 4.

In order to detect possible reasons for inefficiencies in the licensing market, other factors possibly influencing the functioning of the individual exercise of rights such as the levels of taxation are taken into account.

The contracting practices, as well as the architecture of value creation differ between industries. For this reason, the different types of creative activities and creative industries should be analysed separately on these topics. Moreover, the methodology implemented in this study has been designed to be modular: it is possible to apply it to a national copyright system as a whole, or to its specific areas. This study illustrates the use of the methodology when applied to the literature/book publishing industry in Finland.

This study concerns both a specific subject matter and a particular industry. The subject matter selected, "literature", includes both fiction and non-fiction books published in Finland¹. It does not include news publications, journals and periodicals. When analyzing the market for literature from the economic point of view, the focus is on the book publishing industry, including all actors involved into the creation and publication of a book on the Finnish market: typically writers, illustrators, translators and publishers. The distribution channels of books are not part of the analysis. Collective management of rights is covered in Description Sheet 12 and Methodology Card 9 of the Methodology framework.

A methodology card presenting the indicator can be found in Appendix A of this report.

C. METHODS

This pilot study is part of a package of six pilot studies applying the methodology for assessing the copyright and related rights system with a focus on the literature and book publishing industry. This package includes pilot studies made in application of the following indicators:

- *Description Sheet 4. Markets for Copyrighted Products and Services*
- *Description Sheet 11. Individual Exercise of Rights*
- *Methodology Card 15. Efficiency of Copyright as an Incentive to Create and Invest in Creative Works*
- *Methodology Card 18. Transaction Costs in Transfer and Licensing of Rights*
- *Methodology Card 19. Terms for Transfer and Licensing of Rights*
- *Methodology Card 22. Analysis of Stakeholders' Opinions.*

These studies provide relevant background and complementary information that were used when conducting this study and analyzing its results.

The information collected for this indicator is mainly subjective data that was collected through focus group studies, surveys and interviews with representatives of authors and book publishers. An initial desktop analysis was conducted to identify the relevant stakeholders in the industry and the existing literature.

▪ DESKTOP STUDY AND EXPERT INTERVIEWS

Initial desktop analysis was necessary to identify the relevant stakeholders in the industry considered, and the elements of the copyright law and system that are most likely to affect these stakeholders.

¹ When relevant, a distinction has been made between digital and physical material.

Interviews with experts in the field of literature were conducted in order to better understand the operation of copyright in the industry, and to test the questionnaires that were used when conducting the focus group sessions.

▪ SELECTION OF PARTICIPANTS

Following the initial desktop study, participants were selected to take part in the focus groups. The main purpose was to gather a number of participants small enough to result in meaningful discussions, but representative enough to offer a broad overview of the opinions of the industry as a whole. Ideally, the focus groups composition should also cover as wide a selection of types of works (fiction books, non-fiction books, comics, works in both national languages and translations) as possible.²

The issue of representativeness was dealt with differently when deciding on the composition of each focus group. The stakeholder group of authors and translators is composed of representatives of main organizations in the field. As described in the pilot report on *Description sheet 4. Markets for copyrighted products and services*, a number of organizations exist in Finland to represent the interests of this category of stakeholders and to support them with various issues connected to their work. As a result, these associations had the representativeness and the expertise necessary to be able to provide information on the functioning of the copyright system from the point of view of their members. The following representatives from these organizations were invited to take part in this study:

Focus group 1: Representatives of authors in the field of literature

Karola Baran, Executive Director, The Finnish Association of Translators and Interpreters

Merete Jensen, Executive Director, Finlands Svenska Författareförening

Sonia Meltti, In-house Counsel, The Union of Finnish Writers

Suvi Oinonen, Executive Director, The Union of Finnish Writers

Jukka-Pekka Pietiäinen, Executive Director, The Finnish Association of Non-Fiction Writers

Kalervo Pulkkinen, Secretary, The Finnish Comics Professionals

The stakeholder group of publishers, on the other hand, is composed of a limited number of individual organizations which each deal with a large number of works. The idea was to have a balanced representation of publishers of both fiction and non-fiction. The group is therefore able to provide a broad overview of the issues connected to the copyright system. However, this category of stakeholders is also organized in associations, of which the widest in scope and the most representative is The Finnish Book Publishers Association³. It was therefore decided to invite a representative of this association together with individual publishers dealing with different categories of literature in the focus group. The following representatives were invited to take part in this study:

Focus group 2: Representatives of the Finnish book publishing industry

Satu Kangas, Director/Copyright Expert, The Finnish Book Publishers Association

Antti Kasper, Editorial Director (Fiction), Otava Publishing Company Ltd

Vesa Kataisto, Editor (Comics), Arktinen Banaani

Tero Norkola, Publishing Director, Finnish Literature Society

Anna Suominen, Rights Manager, Werner Söderström Corporation / Bonnier Books Finland

² For the purposes of the methodology implemented here, four main stakeholder roles in the copyright system were distinguished: authors and performers, professional users, intermediaries and end-users. This study focuses on the opinions of authors and professional copyright users.

³ The 100 members of the association account for about 80 % of commercially published titles and over 70 % of book sales in Finland.

▪ QUESTIONNAIRES

For the purposes of this study, the questionnaires presented in the separate questionnaires toolkit were translated in Finnish and adapted in order to fit in an assessment of the operation of the Finnish copyright system in the field of literature and the book publishing industry. The questionnaires used in the focus group studies are presented in Appendix D.

In order to facilitate the discussion, the questionnaires were sent to the focus group members two weeks before the first group session and answered in writing. Based on these answers, a selection was made to determine the questions that required further discussion. The sets of topics covered in the focus group sessions were narrowed on the basis of this selection.

It should be kept in mind that although the methodology and the piloting studies are conducted in English, both the questionnaire's questions and answers and the opinions during the focus group meetings were provided in Finnish. Some translation issues have arisen, and some terms needed to be clarified together with the participants.

▪ FOCUS GROUP MEETINGS

The meetings with representatives of each focus group were organized on 06.06.2014 for the focus group of authors' organizations and on 17.06.2014 for the focus group of publishers.⁴ The discussions were structured around the topics selected based on the questionnaires and took the form of a free-flowing conversation rather than a strict questions-answers format. The discussions were recorded and later transcribed. The discussions focused on certain topics that already were covered in the questionnaires but needed more clarification. As a result, some issues were not tackled in details while some topics that had not been part of the questionnaires were also covered. The answers provided in writing were revised orally after discussing the scope of the questions. In the results chapter, the answers provided in writing and the discussions during the focus groups meetings are clearly distinguished whenever necessary.

A list of national and international information sources used for this report as well as a list of interviewees and commentators can be found in the Appendices.

⁴ The discussions were conducted by Project manager Tiina Kautio (Moderator) and Project researcher Milla Määttä (Secretary).

Results

This pilot study is part of a larger set of pilot studies applying the methodology for assessing the copyright and related rights system and focusing on the literature and book publishing industry. The information collected for this indicator is mainly subjective data collected through focus group studies with representatives of authors and book publishers.

This report focuses on the functioning of the individual exercise of rights and the effects of copyright on the negotiation processes and bargaining power of different parties in the markets for rights. The analysis is based on the assessment of the stakeholders' experiences on contracting practices in the book publishing industry. Firstly, the experiences of authors' and publishers' representatives on the existing barriers for licensing are examined. Secondly, the perceived fairness and legality of terms of contracts are discussed by reviewing the opinions of the stakeholders on their bargaining positions during contract negotiations, on levels of remuneration, as well as on contract terms which have been considered as unfair.

When considering the results of this study, it should be kept in mind that the information provided by the participants are the results of their individual opinions and experiences. The subjective quality of their answers can result in contradictions between the opinions of participants in the same focus groups and the opinions of representatives of the two stakeholder categories interviewed. This study was not designed to be an objective overview of, for instance, the differences in the remuneration levels of stakeholders in the book publishing industry. Moreover, even though this study was designed to include a set of actors as representative as possible of the industry as a whole, it cannot be considered to present all the various points of view of actors in the industry.

Transfer and licensing of rights in the field of literature and book publishing have been discussed also in other pilot reports included in the package of six pilot studies applying the methodology to the industry in question. The pilot report on Description Sheet 11 – *Individual Exercise of Rights* presents the most commonly used licensing models in the field of literature (publishing contracts, transfer of translation rights and adaptation rights, music publishing contracts, contracts on writings in newspapers and magazines, e-book licenses).

The knowledge of negotiating parties on copyright issues (studied in the area Dissemination of Knowledge in Pillar II) will highly affect the operation of the markets. In the case of Finland, copyright issues are included into the education of professionals in the field of culture as well as in education and information activities for the public in general as studied in the area Dissemination of Knowledge in Pillar II). Public measures and measures taken by the right holders' and users' organizations to facilitate the functioning of the markets for rights are also related to the balance of bargaining power in the markets for rights. For example, provisions on contractual arrangement in legislation, model contracts in the industry and professional assistance for authors and publishers may support the functioning of the licensing market by providing guidance for negotiation processes and by balancing the bargaining power of different parties. These public and private measures have also been discussed in the pilot report on Description Sheet 11 – *Individual Exercise of Rights*.

Furthermore, functioning of individual exercise of rights and the balance of bargaining power of individual authors and companies is affected by the concentration of the ownership of rights. The pilot report on Description Sheet 4 - *Markets for Copyrighted Products and Services* includes an assessment of the level of concentration of the markets.

Finally, different types of remuneration received by authors for the transfer of rights have been introduced in the pilot report on Methodology Card 15 - *Efficiency of Copyright as an Incentive to Create*

and Invest in Creative Work. The study has covered different sources of copyright revenue for the members of the authors' organizations included in the focus group.

SECTION 1. THE BARRIERS FOR LICENSING

This section focuses on the different kinds of barriers for licensing and negotiating on transfer of rights experienced by different stakeholders. The analysis is based on the issues raised by the representatives of authors and publishers during the focus group sessions. Hence, the analysis covers only possible barriers for licensing pointed out by the interviewees. They include transaction costs, barriers for copyright based business activities and exploitation of rights caused by legislation, public actions or compulsory administrative duties, and the knowledge of negotiating parties on copyright issues.

Transaction costs refer to the costs of identifying and contacting potential negotiating partners and following through on licensing negotiations. In the context of copyright, these costs occur when users *acquire* rights for the use of copyrighted works, and when right holders *sell, license, otherwise exchange, or enforce* their rights. Transaction costs faced by the negotiating partners can be considered as a possible barrier for transfer and licensing of rights.

The pilot report on Methodology Card 18 - *Transaction Costs in Transfer and Licensing of Rights* examines the transaction costs faced by different stakeholders in the book publishing industry. According to the interviewees in both focus groups, the costs related to contract-making are higher than 10 years ago owing to the digital operational environment and the lack of model contracts in the industry. However, the level of transaction costs faced by individual authors and publishers is not as high as it could be due to the fact that industry organizations and collective management organizations assist their members in different ways and manage a certain part of the market for rights.

Generally, transaction costs increase when the group of right holders for a publication becomes more complex. According to the focus group of publishers, there have been situations where identifying and finding the author or other right holder has been problematic for the publishers when acquiring copyrights. Sometimes, when publishers have wanted to, for example, publish an e-book version of a backlist work⁵, sell the translation rights for an older work or attach an old photo to a new publication, search and information costs related to the licensing of rights have been so high, that the publisher has decided not to continue with the project. This would indicate that the amount of information on right holders is not sufficient for the market to function as aimed, and the high transaction costs related to rights clearance of older works may decrease the number of works that are available.

Barriers for copyright based business activities and exploitation of rights caused by legislation, public actions or compulsory administrative duties have been examined in the pilot report on Methodology Card 15 - *Efficiency of Copyright as an Incentive to Create and Invest in Creative Works*. The authors' organizations believe that the mandatory open access standards applied in the academia limit the possibilities of individual authors to exploit their rights in the course of trade and interfere with the markets for rights. According to the focus group of publishers, the originality of photographs has been assessed rather inconsistently in Finland, which has caused confusion among the users of photographs and may have hindered licensing of photographs. The publishers also feel that the narrow interpretation of older publishing contracts, where the transfer of all publishing rights has been considered not to include digital publishing, is holding back the digital production and distribution of books in Finland as well as the e-book licensing of translations of Finnish works. Furthermore, it was claimed that the

⁵ Backlist refers to a list of older books available from a publisher, as opposed to titles newly published.

provision governing the right to alter to the work or transfer the copyright to third parties (Section 28 of the Finnish Copyright Act 404/1961) is weighing down the development of digital publishing in Finland.

The knowledge of negotiating parties on copyright issues (studied in the area Dissemination of Knowledge in Pillar II) is relevant when considering the balance of bargaining power between different parties. It is also connected to the capability of individual authors to hire representatives or agents with relevant competence. The authors' organizations feel that the copyright system may seem complex from the point of view of individual authors and users of copyright, partially due to shortcomings in the availability of information and education on copyright related issues. The focus group of publishers also stated that at times, the authors don't have the competence or information to understand all issues covered in publishing contracts. Hence, the operation of the markets for rights may also be influenced by the level of knowledge of the negotiating parties on copyright issues.⁶

SECTION 2. THE PERCEIVED FAIRNESS AND LEGALITY OF TERMS OF CONTRACTS

The second section focuses on the perceived fairness and legality of terms of contracts in the book publishing industry. The focus is on the perceived balance in bargaining power and the influence of copyright on the bargaining power of different parties. Remuneration levels and examples of contractual terms experienced as unfair by authors and translators of literature and by book publishers are also discussed.

▪ BALANCE OF BARGAINING POWER

The perceived fairness of the bargaining positions of different parties has been examined on the basis of the following two questions presented to both focus groups in the questionnaire:

- Do you consider the members of your organization having a fair bargaining position when negotiating contracts concerning the exploitation of their copyrighted works? ⁷
- What causes the inequality?⁸
 - i) Economic situations of the parties;
 - ii) Differences in the negotiating parties' knowledge of the legal situation;
 - iii) Differences in the bargaining abilities of the parties;
 - iv) Differences in the protection of the law for one party;
 - v) Other, please explain.

Also the following definition was presented:

Being in a fair bargaining position would mean, for instance, that you feel you are in a position to demand fair prices and conditions as well as a guarantee that the contract will be executed fairly.

Furthermore, the focus groups of authors' organizations and publishers had the opportunity to clarify their opinions on the perceived fairness of the bargaining positions of different parties and to discuss the possible causes of inequality from their perspective.

⁶ The level of knowledge of the negotiating parties on copyright issues also influences the transaction costs; see the pilot reports on Methodology card 18 (on transaction costs), Methodology Card 11 (education of professionals in the field of culture) and Description Sheet 14 (education and information activities for the public in general).

⁷ The question presented in Finnish: *Koetko että organisaatiosi jäsenkunnan neuvotteluasema on tasavertainen muiden neuvotteluosapuolten kanssa neuvoteltaessa sopimuksia teostesi käytöstä?*

⁸ The question presented in Finnish: *Koetko, että neuvottelusemanne on tasavertainen muiden neuvotteluosapuolten kanssa neuvotellesanne sopimuksia tekijänoikeudella suojattujen teosten käytöstä?*

Only one representative of authors and translators of literature mentioned that that the bargaining position of its members can be considered to be fair. The rest of the respondents considered authors and translators of literature to be the weaker party when negotiating contracts concerning the exploitation of copyrighted works. According to the respondents, the balance in bargaining power is affected by the economic situations of the parties, differences in the negotiating parties' knowledge of the legal situation, differences in bargaining abilities, as well as differences in the level of protection granted by the law to each party.

In contrast, the respondents in the publishers' group had varying opinions on the perceived fairness of their bargaining position. Those who believed that their bargaining position has at times been unfair felt that it is due to the differences in the negotiating parties' knowledge of the legal situation, differences in the bargaining abilities of the parties as well as due to differences in the protection granted by the law to each party.

It was pointed out during the focus group session of authors' organizations that, due to existing competition between individual authors, especially the bargaining position of translators can be seen as unfair and unequal when negotiating over the exploitation of their protected works. When a work is to be translated, in most cases the publisher has the option of choosing any translator, which does not usually apply to authors and completely new written works.

Quite the reverse, the publishers' group mentioned that translators are often demanding negotiating partners and the terms offered by some translators are not acceptable from the point of view of their business. According to the interviewees, this is because some authors and translators might underestimate the role of the publisher or might not recognize the resources spent by the publisher on making the work available to the public. The publishers consider that the bargaining position of translators is especially strong when negotiating over e-book rights for older books. There have been numerous situations where the publisher has cleared all other rights concerning the publishing of an electronic book but the translator has put an end to the whole project by refusing to transfer the rights concerning his/her translations.

The focus group of publishers claimed that authors are always in a strong position when they offer their work for publishing because, owing to copyright legislation, they have the exclusive right to decide on the use of a work no one else can provide. The publishers still admit that sometimes the authors are not willing to pay too much attention on contractual issues, and in these cases the publishers probably are in a better position when deciding on the scope of the contract. In some cases, however, the author may have previous experience in contract-making, and the business value of the author and his works for the publisher can be so high, that the author is the one defining the scope of the contract. Hence, there are also authors with a strong bargaining power compared to publishers.

It was pointed out in both focus groups that it is a common belief that larger publishing companies are not willing to negotiate over individual contract terms and customized publishing contracts. However, according to the interviewees, practices in companies vary greatly due to differences in their rights acquisition strategies. For instance, certain standard conditions or publishing contracts with a wide scope can be a way of controlling the risks involved in publishing activities and a part of the IP-strategy of a publishing company.

Both focus groups agreed that negotiations have become more complex and include more exact requests. Furthermore, according to the interviewees in both focus groups, the publishers and authors of Finnish literature have to compete with international media and IT corporations who want to use copyrighted contents as a part of their services and hardware.

▪ LEVELS OF REMUNERATION

The perceived fairness of the remuneration received by Finnish authors has been examined on the basis of the following question presented to the focus group of authors' organizations in the questionnaire and during the focus group session:

- Have you encountered situations where an individual author has had the feeling that his/her work was not appropriately remunerated?⁹

All authors' organizations in the focus group have encountered situations where an individual author has felt that his/her work has not been appropriately remunerated. There have also been situations where the assignment for the author has not been defined clearly and the received remuneration has not been fair in the light of the actual work load of the author. Furthermore, problems have occurred especially in cases where there has not been a written contract to begin with.

According to the authors' organizations, royalty practices in book publishing have changed in recent years, and royalty levels of authors have fallen. The interviewees stated that for instance children's book authors receive a smaller than average royalty compared to other authors because part of the remuneration for the creative work is directed to the illustrators. Rewards received by translator are also considered to be low, and their remuneration levels may be tied to possible grants. Furthermore, for example comics are often used without authorization in different kinds of internet services and in unofficial learning materials, and the authors receive no remuneration for their work.

Unreasonable remuneration levels have also occurred in situations where the author has transferred rights by accepting a lump sum as payment. For example, remunerations for film rights, short stories written for anthologies and writings for newspapers and magazines have in some cases been suspiciously low. Some authors have signed publishing contracts covering rights to all forms of publication and even the adaptation rights for a work, receiving only a lump sum remuneration for the transfer of those rights. Moreover, the representatives of the authors and translators of literature feel that the received remuneration might not have been fair in situations where the author has been persuaded to sell rights to uses that are not defined explicitly in the contract.

At times, the remunerations paid by certain "interest group publishers", whose core business is not publishing (e.g. industry organizations), have been perceived as unfair. In the field of non-fiction, researchers are also sometimes expected to publish their work for free. For example, there have been cases where the publisher has claimed that the authors of learning materials should not receive any remuneration for their works because the materials are distributed to teachers for free.

The focus group of publishers was also asked to share their opinions concerning the fairness of remuneration received by publishers as right holders. The following question was presented to the focus group of publishers:

- Have you encountered situations in which you had the feeling that you did not receive a fair remuneration for the use of a work published by your company?¹⁰

The publishers think that with regards to e-book licenses, the remuneration received by the publisher can sometimes feel unreasonable in the light of the costs of producing and publishing a book. The received payment may feel unfair especially if the licensee is in a better bargaining position than the

⁹ The question presented in Finnish: *Oletko kohdannut tilanteita, joissa yhdistyksesi jäsen ei ole mielestään saanut asianmukaista korvausta teoksen käytöstä?*

¹⁰ The question presented in Finnish: *Oletteko kohdanneet tilanteita, joissa ette mielestänne saaneet oikeudenhaltijana asianmukaista korvausta teoksen käytöstä?* The interviewees felt that the question was hard to comprehend. However, it was explained during the focus group session that the question concerned mainly situations, where the publisher as a right holder is the one licensing the work to users and different kinds of intermediaries (libraries, organizational use, online services etc.).

publisher. This concerns for example situations where a work is licensed to a large retailer of books or an internet service provider.

▪ UNFAIR TERMS OF CONTRACTS

The perceived fairness of terms of contracts in general has been examined on the basis of the following question presented to the representatives of Finnish authors and translators in the questionnaire:

- Have you encountered situations where a member of your organization was proposed a contract featuring a clause that was perceived as unfair?
- If yes, what did you do then?¹¹

All authors' organizations have often encountered or heard of someone else encountering situations where the terms of contracts for the exploitation of works were found unfair towards authors. In some cases, the contracts with unfair clauses have been signed by the author, and the terms of the contract have not been moderated afterwards. However, there have been also situations where the contract terms have been changed or the author has declined the contract as a whole.

Generally, the representatives of authors and translators of literature believe that contractual practices in the book publishing industry are more balanced than for example in the press industry. However, a number of examples of unfair practices and contract terms were presented by the representatives of authors and translators during the interviews:

- Author is asked to transfer all rights concerning a work with one contract (typical especially in press publishing), including rights to uses which have not been invented yet
- Author is asked to transfers rights with a lump sum (e.g. anthologies, writing for newspapers and magazines; rights to all forms of publication; also adaptation rights transferred)
- Unfair remunerations offered by so-called "interest group publishers" whose core business is not publishing
- Remunerations for translators are often tied to grants (higher level of remuneration only if a certain grant is awarded to the project)
- Low remuneration levels for e-book rights
- Terms which allow the publisher to transfer the contract to a third party
- Disproportional penalties for delay (especially for translators)
- Unreasonable non-competition rules (especially for non-fiction writers that are experts in a certain field)
- Publishers acquire rights they are not going to exploit
- Non-negotiable offers presented to translators
- Unfair conditions proposed by new publishers of electronic learning materials, e.g. remuneration is a percentage of the publisher's profit

The representatives of the authors and translators of literature were of the opinion that copyright legislation should ensure the fairness of contract terms more efficiently. The interviewees stressed especially the need for regulation on fair remuneration and collective bargaining. The authors' organizations feel that it is important to have general provisions concerning publishing contracts in the Copyright Act, because especially publishers who are not members of the national publishers association may draft contracts that are completely imbalanced and unfair from the authors' point of view.¹²

¹¹ The question presented in Finnish: *Onko tiedossasi tilanteita, joissa yhdistyksesi jäsenelle on ehdotettu sopimusta, jonka ehdot koettiin kohtuuttomiksi? Jos vastasit "Kyllä", mitä yhdistyksesi jäsen teki tässä tilanteessa?*

¹² The Finnish authors' organizations and the Book Publishers Association have drafted a list of good practices and essential conditions for publishing agreements in order to enhance the mutual interaction and balance between individual authors and publishers. The Finnish Book Publishers Association provides also assistance to its members in matters concerning acquisition of rights and other contractual issues. More on the measures taken by the right holders' and users' organizations to facilitate the functioning of the markets for rights, see pilot report on Description Sheet 11 – *Individual Exercise of Rights*.

At the moment, authors' organizations provide support to individual authors in contractual issues. There have been cases where the battle over the fairness of the terms of a contract between a publisher and an author has taken years. However, according to the interviewees, in most cases book publishers are willing to adjust the terms if the author has for example consulted an authors' organization on the issue.

The interviewees pointed out that although the authors' organizations comment on unfair contract terms and advise their members, authors are not always able or willing to communicate the revealed problems to the publisher. At times, the organizations have to also explain what is relevant and what is not when negotiating over transfer of rights.

The focus group of publishers commented also on the fairness of contract terms when transferring and licensing rights during the focus group session. The interviewees in the focus group of publishers were of the opinion that contract-making in the book publishing industry is generally working well and in a balanced way. According to publishers, there have still been cases where terms of publishing contracts have been declared unfair by a court, and as a consequence the terms have been moderated afterwards.

The publishers believe that transferring a wide scope of rights or even the e-publishing rights for a work may seem frightening for authors even though the remuneration is generally similar (royalty based) regardless of the rights transferred.

The focus group of publishers feels that there is no need for more detailed provisions concerning unreasonable practices in publishing contracts. The general provisions of the Finnish Contracts Act (228/1929) are considered to be sufficient, since they offer the possibility to moderate the terms of a contract in court. It was also claimed that the legal praxis has favored Finnish authors in cases where the reasonableness of a contract has been tested in court.

Conclusions

A. ANALYSIS AND SUMMARY OF THE RESULTS

The different kinds of barriers for negotiating licensing of rights, as well as the perceived fairness and legality of terms of contracts (through the perceived balance of bargaining power of different stakeholders in the field of literature, levels of remuneration from copyright transactions and experiences on unfair terms of contracts) were assessed by examining the experiences of the representatives of authors and publishers.

▪ THE BARRIERS FOR LICENSING

Possible barriers for licensing pointed out by the representatives of the book publishing industry included

- *transaction costs*: according to the stakeholders interviewed, the costs related to contract-making are higher than 10 years ago owing to the digital operational environment and the lack of model contracts in the industry. The results also indicated that the amount of information on right holders is not sufficient, since the costs of rights clearance for older works have sometimes been considered as unaffordable by the publishers¹³;
- *barriers caused by legislation, public actions or compulsory administrative duties*: mandatory open access standards applied in the academia, the inconsistent assessment of the originality of photographs, the narrow interpretation of older publishing contracts and the provision governing the right to alter the work or transfer the copyright to third parties were all claimed to hinder the licensing of rights; and
- *the knowledge of negotiating parties on copyright issues*: the copyright system may seem complex from the points of view of individual authors and users of copyright, partially due to shortcomings in the availability of information and education on copyright-related issues.

▪ BALANCE OF BARGAINING POWER

Both focus groups agreed that negotiations over transfer and licensing of rights have become more complex in recent years. However, their opinions differed clearly regarding the bargaining power of different parties: almost all organizations representing the authors and translators of literature considered authors and translators to be usually the weaker party when negotiating contracts concerning the exploitation of copyrighted works, while most participants in the focus group of publishers claimed that authors are always in a strong position when they offer their work for publishing, owing to their exclusive rights. The representatives of authors and translators of literature perceived especially the bargaining position of translators as unequal when negotiating contracts, while publishers felt that translators are often in a strong position, especially when negotiating over e-book rights for backlist books¹⁴.

According to the respondents, the balance in bargaining power is affected by the economic situations of the parties, differences in the negotiating parties' knowledge of the legal situation, differences in bargaining abilities, as well as differences in the level of protection granted by the law to each party. Moreover, it was pointed out that large publishing houses as well as international media and IT corporations using copyrighted contents as a part of their services and hardware are often in a particularly strong bargaining position when negotiating over the exploitation of copyrighted works.

¹³ For more information on transaction costs in the Finnish book industry, see the report on Methodology card 18 – *Transaction costs in transfer and licensing of rights*.

¹⁴ Backlists are lists of older books available (kept in print) from a publisher, as opposed to titles newly published which are sometimes called the frontlist.

▪ LEVELS OF REMUNERATION

According to the authors' representatives, royalty levels of authors in Finland have fallen in recent years. Situations where remunerations for authors and translators have been particularly low or inexistent include the following examples mentioned by authors' representatives:

- cases where a work involves a high number of right holders;
- cases where rewards received by translators are tied to grants awarded to the book project;
- cases where comics are used without authorization and remuneration in different kinds of internet services and in unofficial learning materials;
- cases where the duties of the author have not been defined clearly in the publishing contract;
- cases where the author has transferred rights to uses that are not defined explicitly in the contract;
- cases where the author has assigned all the rights for his/her work for a lump sum;
- cases where certain publishers, whose core business is not publishing, have had compensation systems not typical for the publishing industry which may have resulted in unreasonable remuneration levels;
- some cases of lump sum remunerations received by authors for film rights, short stories written for anthologies and writings for newspapers and magazines.

In the focus group of publishers it was mentioned that with regard to e-book licenses, the remuneration received by the publisher can sometimes be considered as unreasonable in the light of the costs of producing and publishing a book, especially if the licensee is in a better bargaining position than the publisher.

▪ UNFAIR TERMS OF CONTRACTS

Generally, the representatives of authors and translators of literature believe that contractual practices in the book publishing industry are more balanced than for example in the press industry. However, several examples of unfair practices and contract terms sometimes encountered by authors and translators was presented. The focus group of publishers also discussed the fairness of contract terms when transferring and licensing rights, and it was generally considered that contract-making in the book publishing industry is mostly working well and in a balanced way, although there have been cases where terms of publishing contracts have been declared unfair by a court.

The representatives of authors and translators of literature felt that the problems related to the fairness of contracts could be solved with regulation on fair terms of contracts and with collective bargaining. In the focus group of publishers, on the other hand, it was considered that the general provisions of the Finnish Contracts Act (228/1929) are sufficient to guarantee the fairness of contract terms, since they offer the possibility to moderate the terms of a contract in court.

▪ TERMS FOR TRANSFER AND LICENSING OF RIGHTS – GENERAL REMARKS

This study on the terms for transfer and licensing of rights showed that on a general level, the markets for rights in the field of literature function properly. However, due to the digital operational environment as well as other changes in business environment, contract-making in the book publishing industry has become more complex, and a number of barriers for licensing and problems related to the fairness of contracting practices can be pointed out.

Barriers for licensing presented in this report could be at least partially solved by public and private measures. For example, transaction costs could possibly be lowered by increasing the amount of up-to-date information on right holders and the knowledge of the negotiating parties on copyright issues. Some barriers for copyright-based business activities and exploitation of rights are caused by legislation, public actions or compulsory administrative duties, which could be reassessed in order to improve the functioning of the markets for rights.

The study also showed that stakeholders have varying opinions on the bargaining power of different negotiating partners in the markets for rights. In order to enhance the mutual interaction of different parties and the balance in their negotiating powers, the various issues affecting this balance should be assessed in more detail.

Finally, there have been numerous cases in the field of literature where contract terms have not been considered to be fair from certain right holders' points of view. However, the industry representatives seem to have a good knowledge of the situations where individual contract terms or remuneration levels have been perceived as unfair, and this information can be used by the industry when developing contracting practices in the field of literature.

B. METHODOLOGICAL FINDINGS

▪ LIMITATIONS

When considering the results of this study, it should be kept in mind that the information provided by the participants are the results of their individual opinions and experiences. The subjectivity of their answers can result in contradictions between the opinions of participants in the same focus groups and the opinions of representatives of the two stakeholder categories interviewed. This study was not designed to be an objective overview of, for instance, the differences in the remuneration levels of stakeholders in the book publishing industry. Moreover, even though this study was designed to include actors as representative as possible of the industry as a whole, it cannot be claimed that the points of view of each of the industry's individual actors are observed.

▪ GUIDELINES FOR FUTURE RESEARCH

The data should offer a thorough but focused picture of the industry in question. In the case of Finland, data on book publishing industry was relatively easily available. This might, however, not be the case with other industries.

The time needed for this pilot study will depend on the availability of relevant information sources. In the case of Finland, the workload for collecting data and drafting this report could be evaluated three weeks of full-time work. The information was collected for a package of pilot studies which reduced the total time needed for the study. This should be noticed when planning future studies based on the methodology card.

Appendices

A. METHODOLOGY CARD

Methodology card as presented in the Methodology Handbook, version 20.12.2013.

Aspect: Licensing markets	Methodology card 19. Terms of licensing contracts
Key question	What kind of terms and conditions of licensing contracts have stakeholders experienced?
Type of data	<i>objective data, subjective data</i>
Description	<p>This indicator focuses on the experiences of licensing parties on terms of licensing contracts in a specified industry or group of industries. The purpose is to shed light on the on the different types of contracts, the processes of negotiating on the transfer of copyright, and the fairness of terms of contracts. The focus should be on discovering the effects of copyright on the negotiation processes and bargaining power.</p> <p><u>The experiences of the following parties should be studied in a balanced manner:</u></p> <ul style="list-style-type: none"> - authors - performers - professional copyright users that are granted specific rights by law (such as producers of phonograms and films or broadcasting organizations) - professional copyright users without specific rights granted by law <p><u>Licensing contracts should be studied from the following perspectives:</u></p> <ul style="list-style-type: none"> - The length of the contract - The scope of the contract (for example the different types of uses of the work¹⁵ and different rights and obligations by the parties) - The exclusivity of the contract (transfer of exclusive right or possibility to sell other licenses on the same work) - Terms of compensation: <ul style="list-style-type: none"> - type of compensation: monetary (such as lump sum, royalty, reward or salary) or other (consider also the possible coupling of the compensation from the license with compensations from other transactions), - the methods of calculating the amount, - terms of payment, - possible deductions from the payment <p>In the context of this indicator the term “Licensing contract” covers all kinds of agreements on transfer of copyright, including employment contracts.</p>
Parameters to measure	<p>1. Experiences of stakeholders on different types of licensing contracts, including the following topics:</p> <ul style="list-style-type: none"> - The use of different licensing channels (individual / collective) - The perceived balance in bargaining power - The level of remunerations or compensations - The barriers for licensing - The perceived fairness and the legality of terms of contracts <p><u>Alternative method to analyse the issues:</u> Case studies on the fairness of terms of contracts</p>
Guidelines for data collection	The data can be collected by the means of a focus group study, or alternatively through surveys and/or interviews. The experiences of all relevant stakeholder groups should be studied in a balanced manner.

¹⁵ Consider for example different channels of distribution and different ways of performing to the public.

	The study can be made for each creative industry separately (see for instance the WIPO list of creative industries in appendix 3). <i>Exemplary questionnaires for surveys and interviews are presented in a separate toolkit.</i>	
Definitions	<i>Individual licensing</i>	<i>License contracts negotiated and signed between copyright owner and license seeker without the intermediary of CMOs</i>
	<i>Terms of contract</i>	<i>Terms concerning the deliverables, price, responsibilities, rights, obligations, schedules, etc.</i>
Limitations of the indicator	The exercise of rights and the negotiation procedures can take distinct forms, which makes it challenging to observe the licensing contracts in general and to study the operation of copyright as an asset in contract-making.	

B. CONSULTED PARTIES

Expert interviews:

- Sakari Laiho, Director, The Finnish Book Publishers Association (Interviewed on 08.04.2014)
- Suvi Oinonen, Executive Director and Tuula-Liina Varis, Chairman, The Union of Finnish Writers (Interviewed on 09.04.2014)
- Annaliina Rintala, Secretary General, WSOY Literature Foundation (Interviewed on 14.04.2014)

Focus group of authors' organizations (Interviewed on 06.06.2014):

- Karola Baran, Executive Director, The Finnish Association of Translators and Interpreters
- Merete Jensen, Executive Director, Finlands Svenska Författareförening
- Sonia Meltti, In-house Counsel, The Union of Finnish Writers
- Suvi Oinonen, Executive Director, The Union of Finnish Writers
- Jukka-Pekka Pietiäinen, Executive Director, The Finnish Association of Non-Fiction Writers
- Kalervo Pulkkinen, Secretary, The Finnish Comics Professionals

Focus group of publishers (Interviewed on 17.06.2014):

- Satu Kangas, Director/Copyright Expert, The Finnish Book Publishers Association
- Antti Kasper, Editorial Director (Fiction), Otava Publishing Company Ltd
- Vesa Kataisto, Editor (Comics), Arktinen Banaani
- Tero Norkola, Publishing Director, Finnish Literature Society
- Anna Suominen, Rights Manager, Werner Söderström Corporation / Bonnier Books Finland

C. QUESTIONNAIRES USED IN THE FOCUS GROUP STUDY

The questionnaires are based on a set of exemplary questions for surveys, interviews and focus group studies that can be found in a separate toolkit of questionnaires.

KYSELY KIRJA-ALAN TEKIJÄJÄRJESTÖILLE

Tämä pilottitutkimus on osa Kulttuuripoliittisen tutkimuksen edistämistätiössä (Cupore) käynnissä olevan tekijänoikeusjärjestelmän toimivuuden arviointihankkeen kokonaisuutta ja keskittyy valikoituihin

tekijänoikeuskysymyksiin kirja-alalla. Hankekokonaisuudesta löytyy tietoa Kulttuuripoliittisen tutkimuksen edistämistätiön (Cupore) internetsivuilta: <http://www.cupore.fi/tekijanoikeus.php>

Tämä kysely käsittelee 6.6. klo 9:30-12:30 järjestettävässä ryhmähaastattelussa esiin nostettavia teemoja ja toimii ryhmähaastattelun esikartoituksena. Pyydämme osallistujia vastaamaan kysymyksiin ja **palauttamaan kyselyn ma 26.5. mennessä** osoitteeseen --.--@cupore.fi.

Ohjeita vastaajalle:

Kysymyksiin vastataan sen organisaation puolesta, jota vastaaja edustaa. Vastaukset käsitellään luottamuksellisesti ja mikäli osallistujat eivät halua tuoda nimiään tai organisaatiotaan julki tutkimusraportissa, näin voidaan erillisestä pyynnöstä toimia. Kyselyn täyttämiseen tarvittava aika on n. 30 minuuttia. Kiitos ajastanne!

TAUSTATIEDOT

1. Valitse seuraavista vaihtoehdoista yksi tai useampi kategoria, joka parhaiten kuvaa organisaatiosi jäsenkunnan tuotantoa.

- Kaunokirjallisuus (kertomakirjallisuus (proosa, epiikka) ja runous)
- Draama (näytelmät, kuunnelmat, elokuva- ja televisiokäsikirjoitukset)
- Sarjakuva
- Lasten- ja nuortenkirjallisuus
- Tietokirjallisuus
- Oppimateriaali tai –kirjallisuus
- Käännökset
- Muu, mikä?

Mikä on organisaatiosi jäsenkunnan koko?

2. Arvioi, kuinka suuri osuus organisaatiosi jäsenkunnasta työskentelee kirja-alalla päätoimisesti: prosenttia
3. Mitkä seuraavista vaihtoehdoista lukeutuivat organisaatiosi jäsenkunnan suoraan tekijänoikeuteen perustuviin tulonlähteisiin vuonna 2013? *Valitse yksi tai useampi vaihtoehto. (Suluissa mainittu esimerkkejä.)*

- Palkka (kirjailijalle työ- tai virkasuhteessa maksettu palkka)
- Tekijänpalkkio (esim. kustannussopimuksessa määritelty rojalti)
- Muu palkkio (esim. palkkio sanoma- tai aikakauslehteen laaditusta kirjallisesta työstä / palkkio juhlarunosta)
- Käyttöluvasta (lisenssi) maksettava korvaus (esim. korvaus myönnetystä luvasta käyttäen kirjallista teosta tai sen osaa muuttamattomana painetussa kortissa)
- Korvaus oikeuden luovutuksesta muutettaessa teos toiseen teoslajiin (esim. kirjailijan saama korvaus teoksen dramatisoinnista / teoksen käytöstä säveltaiteen teoksessa)
- Korvaukset yleisölle lainaamisesta kirjastoissa (lainauskorvaus)
- Muu korvaus teoksen käytöstä tai julkisesta esittämisestä (esim. Sanaston asiakkuussopimuksen perusteella tilittämät korvaukset teoksen esittämisestä runoillassa tai teoksen käytöstä osana radio-ohjelmaa)

- Tekijäjärjestöjen jakamat apurahat ja palkinnot, jotka rahoitetaan yksityisestä kopiointista ja valokopiointiluvista kerätyistä korvauksista (hyvitysmaksu ja valokopiointikorvaus)
- Muu, mikä?

Mitkä edellä luetelluista vaihtoehtoista ovat organisaatiosi jäsenkunnan pääasiallisimmat tekijänoikeuteen perustuvat tulonlähteet (mainitse 1-3 pääasiallisinta tulonlähdettä):

4. Mitä muita tuloja organisaatiosi jäsenkunta on saanut kirjailijan työstä vuonna 2013?

- Apuraha
- Palkinto
- Esiintymispalkkio (esim. kirjailijavierailu tai esiintyminen televisiossa)
- Opetuspalkkio
- Muu, mikä?

5. Arvioi, mikä osuus organisaatiosi jäsenkunnan tuloista tällä hetkellä on suoraan tekijänoikeuteen perustuvaa tuloa (*tekijänoikeuteen perustuvia tulonlähteitä lueteltu kysymyksessä 3*)? _____ prosenttia

SOPIMUSEHTOJEN KOHTUULLISUUS

6. Koetko että organisaatiosi jäsenkunnan neuvotteluasema on tasavertainen muiden neuvotteluosapuolten kanssa neuvotellessa sopimuksia teostesi käytöstä?

Tasavertainen neuvotteluasema voisi tarkoittaa esim. tilannetta, jossa osapuolet kokevat pystyvänsä neuvottelemaan reilut tai kohtuulliset hinnat ja muut sopimusehdot, ja varmistumaan siitä, että sopimusta noudatetaan.

- Kyllä, aina
- Kyllä, useimmiten
- Kyllä, joskus tai harvoin
- En

- Jos vastasit "Kyllä, joskus tai harvoin" tai "En", mistä syystä/syistä uskoisit näin käyneen?

Valitse yksi tai useampi vaihtoehto.

- Erot neuvotteluosapuolten taloudellisissa tilanteissa
- Erot neuvotteluosapuolten tietämyksessä oikeuksistaan
- Erot neuvotteluosapuolten neuvottelutaidoissa
- Erot lain eri neuvotteluosapuolille tarjoamassa suojassa
- Muu syy, mikä?

7. Oletko kohdannut tilanteita, joissa yhdistyksesi jäsen ei ole mielestään saanut asianmukaista korvausta teoksen käytöstä?

- Kyllä, useita kertoja
- Kyllä, yhden kerran tai harvoin
- En

- Jos vastasit "Kyllä", vapaaehtoinen kuvailu:

8. Onko tiedossasi tilanteita, joissa yhdistyksesi jäsenelle on ehdotettu sopimusta, jonka ehdot koettiin kohtuuttomiksi?

- Kyllä, useita
 Kyllä, vain yksi tai muutama
 Ei

- Jos vastasit "Kyllä", mitä yhdistyksesi jäsen teki tässä tilanteessa? **Valitse yksi tai useampi vaihtoehto.**

- Hyväksyi/allekirjoitti sopimuksen siitä huolimatta
- Kohtuullistettiin sopimusehtoja jälkikäteen?
 Kyllä
 Ei
- Sopimusehtoja muutettiin ja tämän jälkeen sopimus allekirjoitettiin
 Kieltäytyi sopimuksesta
 En tiedä
 Muu syy (**vapaaehtoinen** kuvailu:)

9. Kuinka hyvin tekijänoikeusjärjestelmä (säännökset, politiikka, oikeuksien hallinnointi ja valvonta) mielestäsi toteuttaa seuraavien osapuolten oikeuksia?

	Erittäin huonosti				Erittäin hyvin	
	1	2	3	4	5	
Kirjailijat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kirjankustantajat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yksityiset käyttäjät	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vapaaehtoinen kuvailu:

KYSELY KIRJANKUSTANTAJILLE

Tämä pilottitutkimus on osa Kulttuuripoliittisen tutkimuksen edistämissätiössä (Cupore) käynnissä olevan tekijänoikeusjärjestelmän toimivuuden arviointihankkeen kokonaisuutta ja keskittyy valikoituihin tekijänoikeuskysymyksiin kirja-alalla. Hankekokonaisuudesta löytyy tietoa Kulttuuripoliittisen tutkimuksen edistämissätiön (Cupore) internetsivuilta: <http://www.cupore.fi/tekijanoikeus.php>

Tämä kysely käsittelee 17.6. klo 9:30-12:30 järjestettävässä ryhmähaastattelussa esiin nostettavia teemoja ja toimii ryhmähaastattelun esikartoituksena. Pyydämme osallistujia vastaamaan kysymyksiin ja **palauttamaan kyselyn ma 9.6. mennessä** osoitteeseen --.--@cupore.fi .

Ohjeita vastaajalle:

Kysymyksiin vastataan sen organisaation puolesta, jota vastaaja edustaa. Vastaukset käsitellään luottamuksellisesti ja mikäli osallistujat eivät halua tuoda nimiään tai organisaatiotaan julki tutkimusraportissa, näin voidaan erillisestä pyynnöstä toimia. Kyselyn täyttämiseen tarvittava aika on n. 20 minuuttia. Kiitos ajastanne!

TAUSTATIEDOT

1. Toimenkuvasi ja tehtäväsi organisaatiossa?

Ohje vastaajalle: Vastaa seuraaviin kysymyksiin koko organisaatiosi puolesta.

2. Valitse seuraavista vaihtoehtoista yksi tai useampi kategoria, joka parhaiten kuvaa tuotantoanne.

- Kaunokirjallisuus, Vapaaehtoinen täsmennys:
- Sarjakuva
- Lasten- ja nuortenkirjallisuus
- Tietokirjallisuus
- Oppimateriaali tai –kirjallisuus
- Muu, mikä?

Julkaisetteko käänöskirjallisuutta?

- Kyllä
- Ei

3. Kuinka monta teosta olette julkaisseet vuonna 2013?

4. Koetko, että neuvotteluasemanne on tasavertainen muiden neuvotteluosapuolten kanssa neuvotellessanne sopimuksia tekijänoikeudella suojattujen teosten käytöstä?

Tasavertainen neuvotteluasema voisi tarkoittaa esim. tilannetta, jossa koet pystyväsi neuvottelemaan reilut tai kohtuulliset hinnat ja muut sopimusehdot, ja varmistumaan siitä, että sopimusta noudatetaan.

- Kyllä, aina
 Kyllä, useimmiten
 Kyllä, joskus tai harvoin
 En

- Jos vastasit "Kyllä, joskus tai harvoin" tai "En", mistä syystä/syistä uskoisit näin käyneen?
Valitse yksi tai useampi vaihtoehto.

- Erot neuvotteluosapuolten taloudellisissa tilanteissa
 Erot neuvotteluosapuolten tietämyksessä oikeuksistaan
 Erot neuvotteluosapuolten neuvottelutaidoissa
 Erot lain eri neuvotteluosapuolille tarjoamassa suojassa
 Muu syy, mikä?

5. Oletteko kohdanneet tilanteita, joissa ette mielestänne saaneet oikeudenhaltijana asianmukaista korvausta teoksen käytöstä?

- Kyllä, useita kertoja
 Kyllä, yhden kerran tai harvoin
 Ei

- Jos vastasit "Kyllä", **vapaaehtoinen** kuvailu:

6. Kuinka hyvin tekijänoikeusjärjestelmä (säännökset, politiikka, oikeuksien hallinnointi ja valvonta) mielestäsi toteuttaa seuraavien osapuolten oikeuksia?

	Erittäin huonosti				Erittäin hyvin	
	1	2	3	4	5	
Kirjailijat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kirjankustantajat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yksityiset käyttäjät	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vapaaehtoinen kuvailu:

Assessing Copyright and Related Rights Systems: Piloting of the methodology framework in Finland

Cupore webpublications 39:1	<i>National Context. Report on Piloting in Finland.</i>
Cupore webpublications 39:2	<i>International and Regional Context. Report on Piloting in Finland.</i>
Cupore webpublications 39:3	<i>Technological Development. Report on Piloting in Finland.</i>
Cupore webpublications 39:4	<i>Macroeconomic Importance of Copyright Industries. Report on Piloting in Finland.</i>
Cupore webpublications 39:5	<i>Markets for Copyrighted Products and Services – Focus: Literature (Book Publishing Industry). Report on Piloting in Finland.</i>
Cupore webpublications 39:6	<i>Volume of Domestic Production of Copyrighted Products and Services. Report on Piloting in Finland.</i>
Cupore webpublications 39:7	<i>Volume of Exported and Imported Copyrighted Products and Services. Report on Piloting in Finland.</i>
Cupore webpublications 39:8	<i>Development of Digital Business Models and Income Based on Digital Distribution. Report on Piloting in Finland.</i>
Cupore webpublications 39:9	<i>Copyright Law. Report on Piloting in Finland.</i>
Cupore webpublications 39:10	<i>Copyright Policy. Report on Piloting in Finland.</i>
Cupore webpublications 39:11	<i>Public Consultation on Law Proposals. Report on Piloting in Finland.</i>
Cupore webpublications 39:12	<i>Use of Impact Assessment and Research in Policy Development. Report on Piloting in Finland.</i>
Cupore webpublications 39:13	<i>Public Administration of Copyright. Report on Piloting in Finland.</i>
Cupore webpublications 39:14	<i>Enforcement by Public and Private Actors – Focus: Public Authorities. Report on Piloting in Finland.</i>
Cupore webpublications 39:15	<i>Enforcement by Public and Private Actors – Focus: Private Actors. Report on Piloting in Finland.</i>
Cupore webpublications 39:16	<i>Sanctions and Remedies for Copyright Infringement. Report on Piloting in Finland.</i>
Cupore webpublications 39:17	<i>Application of Sanctions and Remedies for Copyright Infringement. Report on Piloting in Finland.</i>
Cupore webpublications 39:18	<i>Availability of Alternative Dispute Resolution Mechanisms. Report on Piloting in Finland.</i>
Cupore webpublications 39:19	<i>Use of Alternative Resolution Mechanisms for Solving Copyright Disputes. Report on Piloting in Finland.</i>
Cupore webpublications 39:20	<i>Individual Exercise of Rights – Focus: Literature (Book Publishing Industry). Report on Piloting in Finland.</i>
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