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COPYRIGHTS OF FILM DIRECTORS (AUTEURS): UZBEKISTAN AND INTERNATIONAL EXPERIENCE

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Abstract
This article examines the film director as the main subject of a motion picture, highlighting their important creative role and functions. The legal status of the film director as the author of the film is analyzed, and their absolute (inalienable) rights as a rightsholder are characterized. Contractual relationships with directors and the mechanism for transferring exclusive rights to the producer under authors' agreements are also studied. Uzbekistan's experience is compared with international practice, particularly by analyzing the experience of the USA and European countries in this field. Based on the comparative analysis, problem areas are identified and relevant proposals and recommendations are offered to ensure the copyright protection of film directors.

Keywords: film director, author of audiovisual work, absolute authorship rights, moral rights, contractual relations, US copyright, European experience, intellectual property.

Introduction

In the art of cinema, the director's personality plays a decisive role in a film's success. The director coordinates the creative process from the beginning to the end of the film’s creation, brings the script to life on screen, and makes crucial decisions at all stages, from actors’ performances to editing. Therefore, in cinematography, **the director is recognized as the "author" of the film**. From a legal standpoint, in the legislation of some countries, the film director is

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acknowledged as a co-author of the audiovisual work. The Law of the Republic of Uzbekistan "On Copyright and Related Rights" identifies the authors of an audiovisual work as follows: the director (chief director), the screenwriter, the composer of specially written music, the chief cinematographer, and the production designer [1]. Thus, in national legislation, the film director is also designated as the full-fledged author of the film.

The film director holds the copyright to the film, which is the product of their creative work. Within copyright, there are two main categories: the author's personal non-property rights and the author's property (exclusive) rights. This article first analyzes the non-property rights of a film director as an author, since these rights are inextricably linked to their personality and creative reputation and cannot be transferred to another person. Subsequently, the contracts concluded with the producer for the realization of the film director's property rights and specific solutions in international practice will be examined.

Creative role and legal status of a film director

The film director is the central figure in the creation of a film. They shape the film's concept and guide the work of other creative professionals (screenwriter, cinematographer, artist, composer, and others) towards a single goal. Therefore, in film theory, there is a concept of "**auteur cinema**," in which the director is recognized as the author of the film. Legally, in many countries, the director is recognized as the main author of the film, that is, the holder of creative rights. For example, within the European Union, all member states recognize the chief director of the film as its author [2]. The purpose of this is to strengthen the legal status of the principal creator who ensures the film's creation and to protect the reflection of their name and reputation in the work.

According to Uzbek legislation, a film director, as a co-author of an audiovisual work, possesses all relevant copyrights. Specifically, the director automatically acquires copyright as the author of the film without state registration (copyright arises upon the creation of the work). The director's right related to their name - that is, the right to release a film under their own name, under a pseudonym, or anonymously - is guaranteed by law. Additionally, personal rights such as the right to decide whether to disclose the film or not, and the right to be protected from modification or editing of the work, also belong to the film director[3].

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These rights are considered inseparable from the director's personality as the creator of the film, and the law refers to them as “the author's personal non-property rights.”

Importantly, such non-property rights of the author cannot be transferred to another person or waived. The legislation of Uzbekistan clearly states that the personal non-property rights of the author remain with the author regardless of their property rights, and even if property rights for the use of the work are transferred, the author retains their personal rights. Any agreement or statement by the director or other author regarding the waiver of their personal rights is considered legally invalid, that is, not genuine. Thus, the film director, as the author of their film, possesses personal non-property rights - these are rights connected to their authorial honor and reputation, which are preserved throughout their lifetime (and after death, transferred to their heirs in the prescribed manner).

The film director's personal rights include: **copyright** (recognition as a director, i.e., the inclusion of their name and surname at the beginning of the film or in the credits); **right to the name** (releasing the film under their own name or pseudonym); **right of disclosure** (deciding whether to make the film available to the public or not, setting the time of the first screening, etc., in some laws referred to as the right of "public access"); and **right to the integrity of the work** (protecting the work from any distortion of the film, such as alteration, editing, shortening, or changes in color or sound without the director's consent). This set of rights is also defined in international norms as the author's moral rights, the purpose of which is to protect the spiritual connection between the work and its author [4]. For example, Article 6bis of the Berne Convention stipulates that every author has the right to claim authorship of their work (i.e., to assert their name as an author) and to be protected from any alterations or distortions that could damage the honor or reputation of the work.

It should be noted that although some legal systems allow for temporary restrictions or waiving of such personal rights of the author, in the legislation of Uzbekistan and many European countries, the absolute rights of the author are considered precisely as "inalienable" rights. For example, in France, the moral rights of the author are lifelong, irrevocable rights that are exercised by heirs

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even after the author's death. The current legislation of Uzbekistan has adopted a similar approach, placing the author's personal rights under absolute legal protection. In particular, recent amendments to the legislation have established that violation of such personal rights of the author - for example, falsely claiming authorship of a work (presenting it as one's own, although the director is actually another person) or publishing the work without the author's consent - entails administrative and even criminal liability [5]. These changes are important in protecting the personal rights of authors, such as film directors.

Property rights of the director and contractual relations

The film director, as the author of the film, possesses not only personal rights, but also **property (economic) rights**. These include the rights to generate income through the use of the film, distribute the work in various ways, exhibit, copy, broadcast, and perform other similar actions or authorize other persons to do so. In Uzbekistan's legislation, the author's property rights are specifically enumerated, which include: the right to adapt, reproduce (copy), distribute, lease, publicly display, broadcast on television and radio, translate the work, as well as the right to receive remuneration (honorarium) for each type of use, etc. Although a film director has such economic rights to their film, practice in the field of cinema requires that these rights be transferred to the producer for the film to be realized. This is because creating a film and releasing it for distribution requires substantial funds and organizational resources, which are usually provided by the producer (film studio or other client). **The copyright agreement between the director and the producer** legally regulates this specific relationship.

According to Uzbek legislation, if an author's contract for the creation and use of an audiovisual work is concluded, the film authors (director, screenwriter, and others) are considered to have transferred their property rights for the use of their works to the film producer. In other words, the contract between the film producer and the director typically grants the producer all fundamental rights, such as reproduction, distribution, public exhibition, broadcasting, online distribution, subtitling, or dubbing of the work, under specific conditions. Unless otherwise stipulated in the contract, the transfer of these rights remains valid for the entire duration of the film's copyright protection (70 years after the author's

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death). This procedure is, in fact, a globally accepted practice in the film industry: the rights to commercially develop and distribute the film are transferred to the producer, as they invest in the film's creation and assume the associated risks.

Through the copyright agreement, the director receives a specific reward (honorarium) in exchange for transferring their property rights to the producer. The contract may provide the director with either a one-time payment or a fixed share (percentage) of the film's revenue. According to Article 1035 of the Civil Code of Uzbekistan, the transfer of property rights through a contract does not result in the transfer or limitation of the director's personal inalienable rights. If such rights are not explicitly mentioned in the contract, they are considered not transferred. Consequently, even if the contract stipulates that the director agrees not to have their name credited or waives the right to edit the film, such a condition would have no legal force - because these inalienable rights fall into the category of non-renounceable rights.

Looking at the international practice of contractual relations in filmmaking, we see that there are different approaches to granting rights and compensating filmmakers. In the US film industry, directors typically enter into a contract with the producer in the form of **"work-for-hire"** (labor service or commissioned work). Under U.S. copyright law, the employer is considered the full owner of the custom-made audiovisual work, while the director is merely an employee. Therefore, in the Hollywood film industry, the director usually cannot claim copyright of the film - all economic rights belong to the studio (production company). The director's compensation is usually a fee stipulated in the contract, and in some cases, an additional percentage of the film's budget as a bonus. However, the director cannot automatically demand royalties from the film's subsequent earnings if this is not specified in the contract. In many cases, especially on the platforms of large studios, directors are compelled to accept a "buy-out" deal - that is, they relinquish their rights for a one-time payment and receive no further compensation regardless of how much the film earns. For example, for series or films shown on streaming services in the USA, screenwriters and directors are paid a one-time fee, with no provision for additional payment based on viewership numbers or revenue. This model is

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rooted in the US copyright tradition, which prioritizes investor interests over authorship. American producers aim to gain complete control over the work and maximize commercial effectiveness.

In European countries, a completely different approach is observed. According to the European continental law tradition, individuals such as film directors and screenwriters are recognized as authors of the work and are also entitled to property rights. Of course, in practice, they grant these rights to the producer through a license or assignment agreement, but even when granting rights, the law preserves the director's and screenwriter's right to receive fair remuneration for the use of the work. The European Union Directive on the Rights of Directors and Screenwriters (DSM Directive, 2019/790/EU), adopted in 2019, established the principle of appropriate remuneration for authors of audiovisual works. Accordingly, even if the author has fully transferred their rights to the producer, they must receive a share of the income generated from the use of the work - this share is provided either directly through contractual agreements or through collective management. In some European countries (e.g., France, Spain, Belgium, and others), directors and screenwriters **receive royalties** for television broadcasts and streaming through collective management organizations. In some other countries, unfortunately, the “buy-out” practice still exists, where the studio pays the director only once and does not guarantee subsequent royalties [6]. However, the general trend in Europe is that legislation is being strengthened to enhance the legal and economic protection of audiovisual creators. For example, countries like Slovenia and Chile have recently amended their laws to introduce an inalienable right to remuneration for directors and screenwriters. The author cannot transfer or waive the right to such remuneration under any contract - a mechanism for its collection and distribution through collective management organizations has been established [7, 97].

In Uzbekistan, collective management institutions are also operating in the field of copyright. Although the practice of receiving royalties for authors of audiovisual works has not yet been fully established, it is crucial to develop this area based on international experience. Scientific sources emphasize that there is a need to improve and increase the number of collective copyright management organizations in Uzbekistan, as these serve to ensure certain rights

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that authors cannot exercise independently (for example, collecting fees from television broadcasts) [8, 66-74]. In this context, the proposal to introduce a mechanism guaranteeing mandatory payment of royalties for filmmakers - directors, screenwriters, and composers - when their works are used on air, on the Internet, or on discs in the future is particularly relevant.

In U.S. legislation, the issue of film authorship is primarily addressed through contract law. In practice, directors and other filmmakers often sign **a work-for-hire** contract with the employer (film studio), which, according to the 1976 U.S. Copyright Act, leads to recognizing the employer as the author of the work. This means the legal author of the film is the production company, while the director is considered an employee carrying out the work [9]. Consequently, the director does not independently retain property rights; they are only entitled to the payment agreed upon in the contract. For this reason, directors in the USA do not have the right to distribute their films, oppose cuts, or otherwise control them; such rights are exercised by the studio. For instance, in Hollywood, there's a concept known as "final cut" - determining who owns the final editing version of the film. In most cases, the final cut rights belong to the producer, and the studio can edit the film, remove parts, or make changes without the director's consent. In this situation, the director has no legal grounds to object - they can only express their "disagreement" by demanding the removal of their name from the credits (choosing not to be associated with the work). Among American directors, **the pseudonym "Alan Smithee"** was once popular - if the studio re-edited the film against the director's wishes, the director would have their name removed from the work, requesting this pseudonym be used instead of their real name. This practice exemplifies the limited legal control directors in the USA have over their work.

The situation regarding authors' personal rights in the USA is quite unique. During the accession to the Berne Convention (1989), the U.S. Congress passed the Visual Artists Rights Act (1990), but it applies only to works of visual art such as photographs and sculptures, and motion pictures are excluded from it. However, in practice, directors have sometimes attempted to protect their works by relying on other legal means. For example, in the 1970s, the famous **"Monty Python"** comedy group filed a lawsuit in the USA against the broadcasting of

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their TV shows in a cut (shortened) version. Although they couldn't file a lawsuit directly based on moral rights, they made a claim based on the **trademark law - the Lanham Act**, arguing that such broadcasting by the television company constitutes a mutilation of the work and creates a false impression among viewers about the true creators and quality of the work, i.e., falsifies information about the work's source. Surprisingly, the U.S. Court of Appeals (Second Circuit) upheld this claim, prohibiting the television company from showing edited Monty Python. The court emphasized in the ruling that the edits made by the television company could cause confusion among viewers regarding the origin of the work, as they significantly altered the content and spirit of the work - a circumstance prohibited by the Lanham Act. It was concluded that this decision, while not legally recognizing the moral rights of authorship directly, indirectly reflected the principle of protecting the integrity of the author's work [10].

The above example demonstrates that in the USA, directors are compelled to seek various legal avenues to protect their rights. Another famous case occurred in the 1980s when Ted Turner's company proposed the idea of colorizing numerous classic black-and-white films. Some renowned directors strongly opposed this. For instance, George Lucas and others, during congressional hearings, demanded restrictions on such film alterations, arguing that this was a matter of protecting the integrity of the author's work within the framework of copyright. However, Congress did not directly introduce moral rights for cinema. In France, during the same period, a similar situation arose where, despite it being an American film, the heirs of its director and screenwriter filed a lawsuit against the colorization of the work. In 1991, the French Court of Cassation (Supreme Court) ruled on the case of **Turner Entertainment v. Huston** in favor of director John Huston and the screenwriter's heirs. The court emphasized that regardless of where the film was created, its creators are automatically considered authors "by the fact of creation" and are granted moral rights under French law[11]. On this basis, Huston's heirs were given the opportunity to prohibit the film from being shown in color. This example illustrates how strongly the moral rights of directors over their works are protected in the European (particularly French) legal system.

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In Europe, most countries comprehensively protect the rights of film authors - directors, screenwriters, and composers - by law. Even when property rights belonging to directors are typically transferred to the producer through a contract, the law retains their right to claim certain remuneration (as noted above). Additionally, the moral rights of directors are inviolable: failing to indicate the director's name when showing the film, crediting a person who did not participate in the production as "director," cutting the film without the director's permission, or re-editing it in a different order are considered illegal actions. For example, in German and Italian law, the director is not considered the sole author of the film, but rather one of several co-authors; however, there are ample opportunities in judicial practice to protect their personal rights. In France, although the film is recognized as a "collaborative work," the director plays a central role, and the producer cannot make significant changes to the film without the director's consent. In English (British) law, until 1988, directors were not considered authors of the film, but EU requirements granted them co-author status. At the same time, the peculiarity of moral rights in Britain is that the author can waive them (for example, they can agree not to assert their moral rights in the contract). However, in continental Europe, such waivers are often deemed invalid.

In Europe, film directors and screenwriters also act through collective organizations to protect their interests. For example, in Europe, there is a **Society of Audiovisual Authors (SAA)** , which promotes the rights and interests of audiovisual authors throughout the continent. Their reports emphasize that with US streaming giants entering the European market, ensuring European authors' rights to receive royalties is of great importance. Otherwise, national film authors are limited to one-time payments and miss out on income when their works are widely distributed [12]. Therefore, the legislation of EU countries provides for mandatory payment mechanisms in favor of directors and screenwriters (for example, when renting video discs or selling films online, authors receive payments as prescribed by law, even if all rights have been transferred to the producer). According to the EU's Rental and Lending Rights Directive adopted in 1992, film authors must be paid an equal share of income from video rentals, and this right cannot be waived - the author can only agree

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with the producer on the procedure for receiving this remuneration through a collective management organization.

Another important aspect is that in European countries, courts often rule in favor of authors when protecting the rights of filmmakers. The aforementioned Huston case in the French court serves as a clear example of this, and similar cases exist in Germany as well. For instance, in Germany, a film director filed a lawsuit because the producer did not include his name in the credits. The court ruled in favor of the director, ordering the producer to restore the director's name in all copies of the film. Thus, we can confidently state that in the European legal space, both the personal non-property (moral) rights and property interests of film directors are protected by law and the courts.

Based on the above analysis, Uzbekistan's legislation on the protection of filmmakers' copyrights is founded on generally recognized international principles. National legislation recognizes the director as the author of the film and safeguards their exclusive personal rights. Even when the director transfers their property rights to the producer, their rights to authorship credit and the integrity of the work are not limited, and waiving such rights is not permitted. At the same time, in practice, it is necessary to further improve the mechanisms for ensuring the economic rights of directors.

Specifically, in Uzbekistan's contractual practices, it is necessary to standardize copyright agreements made with directors and clearly define the procedure for paying remuneration to directors in accordance with these agreements. In practice, sometimes directors are paid a one-time fee under the contract, and even if the film generates substantial revenue from wide distribution, no additional payment is provided to the author. This undermines the creator's interests and reduces the incentive to produce high-quality films in the future. Therefore, based on international experience, it is proposed to **include in copyright agreements the director's right to a share of the film's profits**. For example, it would be advisable to stipulate in the contract that if the film's viewership or sales exceed a predetermined threshold, the director should receive an additional bonus. Such mechanisms exist in the practices of some European film studios, serving to motivate directors and screenwriters for the project.

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It is also necessary to **strengthen the role of collective management organizations** in the national legal system. After all, the issue of paying royalties to directors and screenwriters for the screening of films on television channels and internet platforms has not yet been fully implemented. "Uzbekkino" or independent collective management associations can act as intermediaries in this matter, ensuring payment to authors at the established rate for each screening. For example, if television and radio channels pay the Chamber of Copyright Holders based on the established rate for film screenings, it is then distributed to the director and other authors.

Analysis of international experience has shown that, unlike the US model, the European and Uzbek models take into account the interests of author-directors more. In the USA, the interests of producers are prioritized, and directors are legally relegated to the status of "hired workers," while in our country and Europe, the director is valued as the author of the work and the rights holder. Of course, both models have an impact on the development of the film industry: it is said that the protection of investors' rights in the USA has expanded the film business, while in Europe, the protection of authors has served as an incentive for innovation and creative freedom. We believe that Uzbekistan should adopt a balanced approach in the field of cinema - along with protecting producers' investments, the rights and interests of directors and other authors should also be adequately ensured.

In conclusion, the film director, as the principal creator of a cinematic work, possesses crucial rights that require legal protection. Our national legislation in this area meets modern requirements; however, if practical measures are taken for further improvement, even more favorable conditions will be created for filmmakers' activities. In the future, priority tasks should include raising public awareness about protecting directors' exclusive copyrights, impartially reviewing contracts with producers, and implementing mechanisms to ensure authors are compensated in accordance with international standards. After all, a filmmaker-director can only present more intense and effective artistic works to society if their rights are fully protected.

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