

COPYRIGHT OF THE FILM DIRECTORS (AUTEURS) IN THE CREATION OF AUDIOVISUAL WORKS

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ABSTRACT

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 [1]. 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

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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[2]. 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."

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 [3]. 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.

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 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 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 [4]. 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 [5, 97].

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.

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.

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.

References:

1. Ryng, A. US companies dominating the EU market - less rights for authors? // SAA - Society of Audiovisual Authors Blog, 1 March 2022 saa-authors.eusaa-authors.eu.
2. Law of the Republic of Uzbekistan "On Copyright and Related Rights" (20.07.2006, ZRU-42). Lex.uz National Legislative Database.
3. Gilliam v. American Broadcasting Cos., 538 F.2d 14 (2nd Cir. 1976) - Monty Python editing case, U.S. Court of Appeals decision [jolt.law.harvard.edu](http://jolt.law.harvard.edu/jolt.law.harvard.edu).
4. Ryng, A. US companies dominating the EU market - less rights for authors? // SAA - Society of Audiovisual Authors Blog, 1 March 2022 saa-authors.eu
5. WIPO. Collective Management of Copyright and Related Rights. - Geneva, 1990. - p. 97
6. Yakubova I. B. The emergence and development of organizations for collective management of copyright property rights in Uzbekistan // Jurisprudence, 2021, No. 6. - pp. 66-74.