

Abstract

Discussion on the Right of Integrity Regarding the Works Made for Hire

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Article 2, No. 31 of the Korean Copyright Act stipulates the conditions for works made for hire. Article 9 of the Korean Copyright Act stipulates that the author shall be an employer if there are no other regulations in the contract. In a comparative legal analysis, its provisions are recognized as significant exceptions to the creator principle of the Korean Copyright Act. Still, there is a question as to whether it may unduly restrict the interests of employees as creators.

To achieve an appropriate balance of interests between employers and employees, the proposed amendment to the Korean Copyright Act of the Ministry of Culture, Sports and Tourism in 2020. It suggests the provision that copyright property rights, including the right to create derivative works, shall be deemed to be transferred to the employer, while copyright moral rights shall belong to employees who are the creators of the work.

Regarding works made for hire, the issue of infringement disputes shall arise regarding the right of integrity. Under the German Copyright Act, balancing the employer's and employee's legal interests is essential during the three-step test relating to exercising moral rights.

When considering the legal doctrine of attributing moral rights to employees, the appropriate standard for restrictions on exercising the right of integrity should be made concrete. This

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discussion is even more critical when considering the influence of the content industrial sector through works made for hire.

Keywords

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