



CROATIAN REPORT

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PANEL I – PERFORMER’S RIGHTS – A COMPARATIVE OVERLOOK

1- What types of performers are there according to your legal framework?

Actors, singers, musicians, dancers, and other persons who act, sing, declaim, interpret, play in, or otherwise perform literary or artistic copyright works or expressions of folklore.

A director of theatrical performance and a conductor of an artistic ensemble are also deemed performers.

2- Do all types of performers enjoy Neighbouring Rights protection?

Yes.

3- Does the law distinguish between featured/non-featured performers? How?

No. There is no legal distinction between featured and non-featured performers. All performers are in the same legal regime.

4- Which rights are awarded to each type of performer?

I- Live performances:

a) Fixation; yes, to all

b) Broadcasting; yes, to all

II- Fixed performances:

c) Reproduction; yes, to all

d) Distribution; yes, to all

e) Rental; yes, to all (rental remuneration right exists if exclusive rental right is transferred to a producer; lending right is a remuneration right)



f) Making Available to the public; yes, to all

g) Communication to the Public; yes, to all

h) Public performance; yes to all

i) Broadcasting; yes, to all

j) Retransmission; yes, to all

k) Direct Injection; yes, to all

l) Any other rights:

exclusive rights:

- the right of public communication of a fixed performance;
- the right of public presentation of an audiovisual performance
- public communication of broadcasting, retransmission, direct injection and making available to the public;
- the right of communication to the public, including an act of making available to the public within an ancillary online service;
- the right of communication to the public, including an act of making available to the public with providing the public with access to performances uploaded by users on platforms for online content-sharing;
- the right of reproduction, distribution and communication to the public, including an act of making available to the public, on behalf of cultural heritage institutions, for non-commercial purposes, of out-of-commerce performance, and which make a permanent part of the collection of a cultural heritage institution;
- the right to the further use of ephemeral recordings.

rights to remuneration:

- for private reproduction,
- for lending,
- annual supplementary remuneration for music performers,
- remuneration for reproduction and distribution of a performance by exercising limitation of the performer's right by including it into collections.



III-Are moral rights attributed to performers? Which prerogatives does it comprehend?

There is a strong tradition of protection of the performers' moral rights. The following moral rights are attributed to performers (Art. 131, 132, 133 CRRA):

- the right of recognition of a performer (paternity right) as the right of the performer to be recognised and indicated as such unless the performer declares in a written form that he does not want to be indicated as such, or where the manner of individual public use of the artistic performance makes it impossible to indicate the performer;
- the right of respect of artistic performance (integrity right), as the right to oppose to any distortion, mutilation or similar modification of his performance, and the right to oppose to any destruction of the original or of the last copy of his fixed artistic performance;
- the right of respect of honour and reputation of a performer as the right to oppose to any use of the performance in the manner to infringe his honour or reputation.

5- What is the nature of those rights? – Statutory? Contractual?

Statutory.

6- Which of them are exclusive rights/remuneration rights?

Exclusive rights are (Art. 134, 135, 136 CRRA).:

- a) the reproduction right,
- b) the distribution right,
- c) the rental right,
- d) the right to communication to the public of unfixed and fixed performances including in particular:
 - the right of public performance;
 - the right of public transmission;
 - the right of public communication of a fixed performance;
 - the right of public presentation of an audiovisual performance;
 - the right of broadcasting;
 - the right of retransmission;
 - the right of direct injection;
 - the right of making available to the public;



- the right of public communication of broadcasting, retransmission, direct injection and making available to the public;
- the right of communication to the public, including an act of making available to the public within an ancillary online service;
- the right of communication to the public, including an act of making available to the public with providing the public with access to performances uploaded by users on platforms for online content-sharing;
- other manners of communication to the public.

Remuneration rights are:

- a) the right to remuneration for private reproduction,
- b) the right to a public lending remuneration,
- c) the right to annual supplementary remuneration for music performers,
- d) the right to remuneration for reproduction and distribution of a performance by exercising limitation of the performer's right by including it into collections.

There is an interesting approach in the regulation of the communication to the public. Namely, the communication to the public is attributed as an exclusive right, although in respect to music performances fixed in a phonogram it is exercised as “a share in a single equitable remuneration” for broadcasting and any other communication to the public of the fixed performance. The single equitable remuneration consists of individual remunerations which belong to the performers and the producers of phonograms.

7- Which exceptions/limitations generate remuneration rights for performers?

Reproduction for a private use. Reproduction and distribution of a collection exclusively intended for teaching or scientific research unless the right holder expressly prohibits it (Art. 197/3 CRRA).

8- Which rights are transferred to music/audiovisual producers? For how long?

There are no statutory transfers to producers. Rights are transferred in the scope of the respective contract. Usually these are: the right of reproduction, the right of distribution, and making available to the public. There is no specific time limitation (besides the duration of performer's right as such). However, regarding the AV performances there is statutory rule for the case that performer refuses to complete his performance or if he/she is unable to do so. Such performer may not oppose to the use of his/her performance already made, for the purpose of completion of such audiovisual work (Art. 137 CRRA).



9- Are there any legal presumptions of transfer or is it voluntary/contractual?

Generally, transfer is voluntary, by the virtue of a contract. The concept of a legal presumption is not very welcomed in the Croatian copyright law. However, the hints of legal presumptions are the rules mentioned under point 8-.

10- Are there any unwaivable and inalienable remuneration rights?

Private copy remuneration, rental and lending remuneration, annual supplementary remuneration.

11- What type of compensation is paid in exchange? How is it set? For how long?

The compensation for the “right to remuneration” is set by tariffs and is mandatory managed through collective management organization except for annual supplementary remuneration, where the 20% is set by the law (in accordance with EU Directive). Performers are entitled to claim remuneration during the entire period of the duration of their right - music performers in respect to performances fixed on phonogram 70 years, other performers 50 years.

12- How is “streaming” qualified in your Country for rights awarding purposes?

There is no statutory definition of a “streaming”. However, it is deemed as a type of the communication to the public, no matter if it is the making available right or other type of communication to the public right (i.e. public communication of a fixed performance).

It is necessary to emphasize that in respect to music performers and their contractual relationship with phonogram producers the expression "the right of online exploitation of musical artistic performance" (Art. 149 CRRA) is regularly used. However, it is not clear to what types of on-line usage this expression applies (due to the fact that some of the usages are not normally subject to contracts – i.e. performers rights connected to online ancillary right of broadcasting organizations.).

13- Whose authorization is it required for the “streaming” of music/audiovisual content?

Initial authorization is surely required from the performer. The performer can give such authorization either by a contract with a producer, or through a CMO.

Phonogram producer is the one authorized to exercise that right in respect to platforms when music performances are in matter (Art. 149 CRRA).



14- What is the estimated level of copyright infringement in your Country?

To our best knowledge there is no specific data about overall level of copyright infringement in Croatia.

15- What is the current level of disclosure on economic returns from digital platforms?

According to our best knowledge there is no data on economic returns from digital platforms.

16- How is performer's compensation determined for each business model?

With the contracts and tariffs. The performer is entitled to appropriate and equitable remuneration for each use of his work, unless otherwise provided for by law or by a contract.

17- Are there minimum amounts due? Any other economic benefits?

No.

18- Do UGC platforms contribute to such compensation schemes? How?

No.

19- Has the Beijing Treaty been implemented in your Country, at least, in part?

Croatia is not a contracting party to the Beijing Treaty. However, the content of the Beijing Treaty is implemented in the Croatian Copyright and Related Rights Act.

20- Which rights are collected by Collective Management Organisations (CMOs)?

Rights that are managed only through CMO's (mandatory collective management) are (Art. 218/3 CRRA):

- a) the right of broadcasting, including broadcasting via satellite;
- b) the right of retransmission, including cable retransmission;
- c) the right of direct injection;
- d) the right of reproduction and communication to the public, including an act of making available to the public, within an ancillary online service;
- e) earning a rental remuneration;



- f) earning a public lending remuneration;
- g) the right of reproduction, distribution and communication to the public, including an act of making available to the public, on behalf of cultural heritage institutions, for non-commercial purposes, of out-of-commerce performance, and which make a permanent part of the collection of a cultural heritage institution;
- h) earning an annual supplementary remuneration;
- i) earning a remuneration for reproduction for private use;
- j) exercising the right to the further use of ephemeral recordings;
- k) earning a remuneration for reproduction and distribution of a performance by exercising limitation of the performer's right by including it into collections.

In addition to the mandatory collective management rights, the following rights may be managed through CMO's (extended collective management, Art. 218/1 CRRA):

- a) the right of public communication of a fixed work;
- b) the right of public communication of broadcasting, retransmission, direct injection and making available to the public;
- c) the right of making available to the public;
- d) the right of communication to the public, including an act of making available to the public, when providing the public with access to performances uploaded by users on platforms for online content-sharing;
- e) the right of reproduction, in relation to the right of making available to the public, referred to in Article 149 paragraph (4) of the CRRA (where there is a lack of proper agreement with a phonogram producer). Also, any other right may be managed collectively, but the SIPO has to grant an authorization for management of such right (Art 218/2 CRRA).

21- Which CMOs represent performers in your Country?

HUZIP (Croatian Performers' Rights Collecting Society)- for music performers

AVIP (Audiovisual Performers Collecting Society) – for AV performers

22- Do these CMOs comply with transparency principles?

Yes, the standards are aligned with the Directive 2014/26/EU, and the CMOs are supervised by the State Intellectual Property Office.



23- Is it possible to find out how much income is provided by each type of rights?

HUZIP (CMO) provides annual reports about the income generated through the collective administration of the performers' rights.

24- What is the current litigation level for performers' rights in your Country?

The Commercial Courts are competent for deciding on litigations concerning performers. Procedures concerning rights and obligations of performers are covered by the Croatian Civil Procedure Act and the Croatian Enforcement Act. Standards of litigation are guaranteed by the Constitution of the Republic of Croatia. However, one of the major pending cases, the one between HUZIP (performers right CMO) and Deezer, that started in 2015, is still pending before the first instance court, which shows that the level of litigation in the complex copyright cases is not on the satisfactory level.

25- Are there any relevant Court Decisions concerning performer's rights?

At the moment there are no, according to our best knowledge, relevant court decision concerning performer's rights.

26- Does the Principle of National Treatment apply to all foreign performers?

Yes.

27- Are there "appropriate and proportionate remuneration" provisions?

Yes. The general rule for the authors, and the performers as well, is that they are entitled to appropriate and equitable remuneration for each use of their respective creations (Art. 67 CRRA). Beside that general rule, there is a specific rule for contracts between online content-sharing service providers and authors/performers stipulating that the contract must be fair and maintain a reasonable balance between both parties, and that authors/performers should receive appropriate and equitable remuneration for the use of their creations (Art. 50 CRRA).

28- Are CMO's mandates always exclusive and encompassing all rights?

Every performer may choose the type of right managed via collecting society.

CMOs have the mandate to manage the rights:

- either as mandatory management for certain types of rights (there is no possibility for individual management individually by performer), or



- via extended collective management (with opt-out possibility for performers).

Performers may revoke any or all the rights from the collective management system or from a certain CMO.

29- Are there any partial/global revocation of transfer of rights agreements provisions?

Yes, in case of non-usage, when the holder of the exclusive right of exploitation does not start exploiting the performance at all within the agreed or legal or appropriate period, the performer (like the author) is entitled to terminate the contract by a unilateral statement upon expiry of the subsequent reasonable period (Bestseller clause, Art. 70 CRRA).

Also, there are special rules on the bestseller clause for musical performances - if, 50 years after the phonogram was lawfully published, or failing such publication, respectively, 50 years after it was lawfully communicated to the public, the phonogram producer does not offer copies of the phonogram for sale in the quantity satisfying reasonable needs of the public or does not make it available to the public, the performer may terminate the contract which was concluded for the whole duration of the protection of the performer's rights and by which the phonogram producer was granted the right of exploitation of the performance fixed on a phonogram (Art. 146 CRRA).

30- Are there any provisions on contractual remuneration adjustments?

Yes, there are rules on the bestseller clause which entitle the authors, and the performers as well, to adjust the originally agreed remuneration to additional appropriate and fair remuneration if the originally agreed remuneration proves disproportionately low in comparison with the entire subsequent relevant income generated by the exploitation of the creation, taking into account the circumstances of each case, the contribution of the author/performer and the specifics of different areas of creativity and market practice that are applied in different areas of creativity (Art. 68 CRRA).

Also, the performer is entitled to require rebalance of the contract he/she concluded with a phonogram producer before 1 November 2013, after the expiration of 50 years from the lawful publication of a phonogram or, failing such publication, 50 years from its lawful communication to the public (Art. 148/3 CRRA).

PANEL II – PHONOGRAM PRODUCERS' RIGHTS

1- Which rights are awarded to phonogram producers?



- a) Reproduction – yes (Article 142/1/1 CRRA);
- b) Broadcasting – as a right to a single equitable remuneration (Article 142/1/6 CRRA);
- c) Communication to the public – yes (Article 142/1/4 CRRA);
- d) Distribution - yes (Article 142/1/2 CRRA);
- e) Rental - yes (Article 142/1/2 CRRA);
- f) Making available to the public – yes (Article 142/1/3 CRRA);
- g) Cable Retransmission - as a right to a single equitable remuneration (Article 142/1/6, 5 CRRA);
- h) Direct Injection - as a right to a single equitable remuneration;

i) Any other rights? Right to a single equitable remuneration for: public communication to the public, right of public presentation, broadcasting, rebroadcasting, direct injection, public communication of broadcasting, rebroadcasting, direct injection and making available to the public, and all other communication to the public of phonogram producers' phonograms published for commercial purposes (Article 142/1/6 CRRA).

2- What is the nature of those rights? – Statutory? Contractual?

Statutory rights acknowledged in the Croatian Copyright and Related Rights Act (CRRA).

3- Which of them are exclusive/remuneration rights?

Exclusive/remuneration phonogram producers' rights are:

- the exclusive right of reproduction of their phonograms (Article 142/1/1 CRRA);
- the exclusive right of distribution, including the right to rent their phonograms and right to a equitable remuneration if their phonograms, whose further distribution is allowed, are lent through public libraries (Article 142/1/2 CRRA);
- the exclusive right of making available to the public of their phonograms (Article 142/1/3 CRRA);
- the exclusive right of communication to the public of their phonograms, including making available to the public, within the ancillary internet service (Article 142/1/4 CRRA);
- the exclusive right of communication to the public of their phonograms, including making available to the public with giving to the public access to the phonograms uploaded by the users on platforms for online content sharing (Article 142/1/5 CRRA);
- the right, in accordance with the performers right to a single equitable remuneration for broadcasting and all other communication to the public of their fixed performance (Article 136/2 CRRA), to a share in a single equitable remuneration for: public



communication to the public, right of public presentation, broadcasting, rebroadcasting, direct injection, public communication of broadcasting, rebroadcasting, direct injection and making available to the public, and any other communication to the public of their phonograms published for commercial purposes (Article 142/1/6 CRRA).

4- Which exceptions/limitations generate remuneration rights for phonogram producers?

Reproduction for a private use.

5- Are there any legal presumptions of transfer or is it voluntary/contractual?

Transfer is voluntary/contractual. There is no legal presumption of transfer.

6- What type of compensation is paid in exchange? How is it set? For how long?

For compensations collected through the CMOs, compensation is based on the criteria of the exact use of phonograms and it is set in the Tariffs. The distribution of compensations includes all recordings that are used or registered as broadcasted within the period of the preceding year. Final annual distribution of compensation is carried out in June or July for the prior year. The duration of phonogram producers' right is 70 years. Phonogram producers are entitled to claim remuneration during the whole period of the duration of their right – generally 70 years and in some particular cases 50 years.

7- How is producer's compensation determined for each business model?

Compensations collected through the CMOs are determined on the basis of Tariffs and Price lists on use of phonograms in accordance with the Ordinance on Collective Protection of Phonogram Producers' Rights and Distribution of Compensations and the CRRA.

8- Are there minimum amounts due? Any other economic benefits?

No.

9- Is digital piracy/streamripping still a major concern for phonogram producers?

Although at this moment there are no firm data on the scope of digital piracy/streamripping activities concerning phonogram producers, Croatian Phonographic Association estimates that



music industry generally loses over 150 million HRK (around 20 million €) per year due to such activities.¹

The Croatian legislation provides civil-law, criminal-law, misdemeanours-law and administrative-law protection against digital piracy/streamripping related activities. Also, there are several national informative and educational anti-piracy activities.²

10- Which rights are currently being collected via CMOs?

- The right to compensation for broadcasting of a phonograph;
- The right to compensation for communication to the public of a phonogram;
- The right to compensation for public rental of a phonogram;
- The right to compensation for reproduction of a phonogram for private or other personal use;
- The right of reproduction of a phonograph;
- The right of rental of a phonogram;
- The right of making available to the public of a phonogram.

11- Which CMOs represent phonogram producers in your Country?

The Association for the Protection, Collection and Distribution of Phonogram Producers' Rights (*Udruga za zaštitu, prikupljanje i raspodjelu naknada fonogramskih prava*, ZAPRAF)

12- Do these CMOs comply with transparency principles?

Yes, in accordance with the provisions of the Croatian Copyright and Related Rights Act (Articles 247-251) the CMOs are obliged to comply with transparency principles which are aligned with the Directive 2014/26/EU.

The CMO representing phonogram producers complies with the stipulated transparency principles; Right holders and other CMOs are reported regularly in accordance with the CRRA, required data is published as well as annual reports. Annual transparency reports can be found on the CMO's webpage - <https://zapraf.hr/hr/izvjesca-o-transparentnosti/>.

All the CMOs, including ZAPRAF, are supervised by the State Intellectual Property Office.

13- Is it possible to find out how much income is provided by each type of rights?

¹ See <https://hdu.hr/antipiratska-aktivnost/>

² *Ibid.*



The income generated through ZAPRAF (CMO) is available in the annual report <https://zapraf.hr/hr/godisnja-izvjesca/>. For other incomes there are no publicly available data (according to our best knowledge).

14- What is the current litigation level for phonogram producers in your Country?

The Commercial Court is competent for deciding on litigations concerning phonogram producers. Procedures concerning rights and obligations of phonogram producers are covered by the Croatian Civil Procedure Act and the Croatian Enforcement Act. Standards of litigation are guaranteed by the Constitution of the Republic of Croatia.

15- Are there any relevant Court Decisions concerning phonogram producer's rights?

The case-law is not very extensive and mainly concerns public use of copyright works.

At the moment there are no, according to our best knowledge, pending cases concerning the phonogram producer's rights.

16- Are there any revocation of transfer of rights' agreements provisions?

If, 50 years from lawful publishing of a phonogram, or if the phonogram was not lawfully published 50 years from the legal communication to the public, a phonogram producer does not offer copies of the phonogram for sale in the quantity that satisfies reasonable needs of the public, or does not make it available to the public, performer is entitled to cancel the agreement that is concluded for the entire period of duration of the protection of the performer's rights and by which the phonogram producer was granted the right of use of the performance fixed on a phonogram. Before cancelling the agreement, the performer must notify the phonogram producer that he is obliged to publish phonogram within a period of one year.

17- What is considered a "phonogram published for commercial purposes"?

There is no statutory definition of a "phonogram published for commercial purposes". Hence, it is determined on a case-by-case basis. Generally, commercial purposes imply a certain economical value of publishing a phonogram.

18- Is there any type of phonograms that is published for non-commercial purposes?

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19 - Which rights are involved in audiovisual synchronization ("production music")?



Reproduction right, distribution right, communication to the public rights, adaptation right, rental and lending rights.

20- Which rights are involved in mood music/sound branding licensing?

Reproduction right, communication to the public rights.

PANEL III- BROADCASTERS AND FILM/AUDIOVISUAL PRODUCERS' RIGHTS

1- Which rights are awarded to broadcasters in your Country?³

a) Fixation;

Yes.

b) Reproduction;

Yes.

c) Communication to the public (with /without admission fees);

Yes, with admission fees.

d) Distribution;

Yes.

e) Simultaneous retransmission by wire or wireless means;

Yes.

f) Deferred retransmission by wire or wireless means;

No.

g) Making available to the public by wire or wireless means;

Yes.

h) Pre-broadcast program carrying signal protection;

No.

i) Any other rights?

³ See Art. 158 CRRA.



Broadcasting, direct injection, rights connected to content-sharing platforms (reproduction + communication to the public including making available to the public), rights referring to ancillary online services.

2- What is the nature of those rights? – Statutory? Contractual?

Statutory.

3- Which of them are exclusive/remuneration rights?

All of them are exclusive rights.

4- Which exceptions/limitations generate remuneration rights for broadcasters?

No exceptions or limitations generate remuneration rights for broadcasters. There is no remuneration for private copying for broadcasters.⁴

5- Are there any legal presumptions of transfer or is it voluntary/contractual?

There are no legal presumptions of the transfer of broadcasters' related rights. There are no legal presumptions of transfer of copyright or related rights to broadcasters, except in the cases where the broadcaster is at the same time an AV producer (see below).

6- What is the relevance of copyright infringement in relation to broadcasters' rights?

As owners of the related rights, the broadcasters enjoy the same level of protection against infringement of program carrying signals as the copyright owners. Therefore, similar enforcement measures are at disposal of the broadcasters.

7- Is digital piracy/streamripping still a major concern for broadcasters?

According to our best knowledge, no.

8- Do UGC platforms contribute to broadcasters' rights? How?

⁴ Art. 185/2 CRRA.



Broadcasters also have exclusive rights of reproduction and communication to the public, including making available to the public concerning UGC platforms. Therefore, UGC platforms need to settle an agreement with broadcasters if their programs are to be communicated via UGC platforms.

9- What is the current litigation level for broadcasters' rights in your Country?

There are no pending court cases, according to our best knowledge.

10- Are there any relevant Court Decisions concerning broadcasters' rights in your Country?

No, as far as known to us.

11- Are broadcasters acting as One-Stop Shop in relation to retransmission operators?

Broadcasters usually make contractual arrangements with retransmission operators for all their rights on individual basis. It may be said that they act as one-stop shops. Nevertheless, broadcasters don't have all rights needed for the retransmission of their programs. Therefore, retransmission operators usually conclude contracts with collective management organisations that provide them with all other rights that were not owned or previously acquired by broadcasters.

12- Which rights are awarded to audiovisual producers in your Country?

a) Reproduction;

Yes.

b) Broadcasting;

No.

c) Communication to the public;

Only concerning presentation in cinemas and similar places.

d) Distribution;

Yes.

e) Rental;

Yes.

f) Making available to the public;



Yes.

g) Retransmission;

No.

h) Direct Injection;

No.

i) Any other rights?

Communication to the public, including making available to the public within ancillary online services.

Communication to the public, including making available to the public connected to content-sharing platforms.

13- What is the nature of those rights? – Statutory? Contractual?

Statutory, original related rights of AV producers.

14- Which of them are exclusive rights? Which of them are remuneration rights?

All of the mentioned rights are exclusive rights.

15- Which exceptions/limitations generate remuneration rights for audiovisual producers?

Private copying remunerations.

16- Which rights are transferred to audiovisual producers? For how long?

Copyright of the authors of contributions to AV works. Namely, unless otherwise provided by the contract on audiovisual production between the audiovisual producer and the authors of contributions, it shall be considered that the audiovisual producer acquires all the economic rights of the authors of contributions to the extent necessary to fulfil the purpose of the contract.⁵ Other rights audiovisual producers will acquire only through contracts, such as rights of co-authors of audiovisual works or rights of performers.

17- Are there any legal presumptions of transfer towards audiovisual producers?

⁵ Art. 93/1 CRRA.



Unless otherwise provided by the contract on audiovisual production between the audiovisual producer and the authors of contributions, it shall be considered that the audiovisual producer acquires all the economic rights of the authors of contributions to the extent necessary to fulfil the purpose of the contract.⁶

18- What type of compensation is paid in exchange? How is it set? For how long?

Regular remuneration for transfer of rights. It is set by negotiations between the AV producers and authors of contributions.

19 - How is audiovisual producer's compensation determined for each business model?

AV producers regularly set compensation for using their videograms in individual negotiations with the users.

20- Are there minimum amounts due? Any other economic benefits?

No specific minimum amounts, no specific economic benefits.

21- Do UGC platforms contribute to such compensation schemes? How?

Not known so far, the contracts with UGC platforms are not publicly available. Furthermore, the law sets no specific compensation schemes. All amounts and remunerations and compensations are individually negotiated.

22- Is digital piracy/streamripping still a major concern for audiovisual producers?

There are no publicly announced data about the digital piracy. However, it looks like that this is not the AV producers' major concern

23- What is the most recent estimation of rights' loss on account of digital piracy in your Country?

No specific data available in this respect.

24- What is the current rule in terms of audiovisual exploitation windows in your Country?

⁶ Art. 93/1 CRRA.



No specific rules.

25- Which CMOs represent audiovisual producers in your Country?

AV producers are represented together with the authors of AV works with the Croatian Directors' Guild, which is organised as a CMO.

26- Do these CMOs comply with transparency principles?

Yes, the standards are aligned with the Directive 2014/26/EU and it is supervised by the State Intellectual Property Office.

27- Is it possible to find out how much income is provided by each type of rights?

To our best knowledge the information is not publicly available.

28- What is the current litigation level for audiovisual producers' rights in your Country?

The Commercial Court is competent for deciding on litigations concerning audiovisual producers. Procedures concerning rights and obligations of audiovisual producers are covered by the Croatian Civil Procedure Act and the Croatian Enforcement Act. Standards of litigation are guaranteed by the Constitution of the Republic of Croatia.

29- Are there any relevant Court Decisions concerning audiovisual producer's rights?

No, according to our best knowledge.

30- Are audiovisual producers acting as One-Stop Shop in relation to retransmission operators?

They don't have original related rights regarding retransmission. However, authors' rights transferred to AV producers are regulated together with the rights which are not transferred to AV producers, through the Croatian Directors' Guild.

PANEL IV - DATABASE PRODUCERS' AND PUBLISHERS' RIGHTS

1. Are Databases legally protected in your Country? How?



Databases are protected in Croatia as copyright works and as objects of the related right of a database producer.

Databases are collections of copyright works, data or other materials edited in a particular system or according to a particular method, where the elements of the database are accessible by electronic or other means.

Databases which, due to the selection or arrangement of their contents, constitute the author's own intellectual creation are protected as such by copyright. No other criteria are applied to determine their eligibility for the copyright protection.⁷

At the same time, databases may be protected by the related right of a database producer. In this case, the database will be protected if there has been qualitatively and/or quantitatively a substantial investment in obtaining, verifying, or presenting the database's contents.⁸

The protection of the database by the related right of the database producer is independent of the possible copyright protection of the same database and may exist simultaneously.

2. Is there a Sui Generis Database producers' right or equivalent protection in your Country?

Yes, a special related right is known as the database producer's related right. This is equivalent to the sui generis database right.

3. Is it possible to evaluate its efficiency and level of enforcement?

Both original and non-original databases are equally protected in Croatia. Moreover, this protection is efficient and enforceable.

4. Is there any different form of protection for Database producers or for ownership of data?

No.

5. How does it work? Is it effective?

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6. How do the courts of your Country balance the sui generis right with freedom of information and freedom of competition?

There were no such court cases, according to our best knowledge.

7. Is the sui generis right protected against circumvention of TPM designed for controlling access?

⁷ Art. 16 CRRA.

⁸ Art. 173 CRRA.



Yes, there is such a possibility. The circumvention of effective TPMs would be equal to the infringement of the right as such. Nevertheless, since non-original databases are protected only against extraction and/or re-utilisation of the whole or a substantial part of a database, the circumvention of TPM will be enforceable as the infringement of the right of the database producer only if it relates to extraction and re-utilisation of the whole or a substantial part of the contents of the database.

8. Is there a special protection against online uses of press publications in your Country?

Yes, a special new related right is introduced for the protection of press publications. It is wider than the online uses of press publications. Also, it embraces reproduction, distribution, and communication to the public of press publications, including making available to the public of press publications.⁹

9. Does it apply to scientific journals and hyperlinks? How does it work?

No, those forms of expressions are explicitly excluded from the scope of the press publishers' related rights.

⁹ See Art. 166 and 167 of the CRR.