P-ISSN 2233-3746 / E-ISSN 2720-782X
https://doi.org/10.60131/jlaw.2.2024.8320


**Giorgi Kiria***

# Author's Rights in Musical Works within Contractual Relationships and International Legal Mechanisms for their Regulation (Comparative Legal Research Based on German Example)

*The author's rights in author's rights within contractual relationships and international legal mechanisms for their regulation have proven to be quite problematic issues, which demonstrates their relevance. Increased Georgian-language literature on authors' rights in author's rights would enhance understanding and address local needs. while national legislation should be further harmonized with European, especially German legislation.*

*This scientific article aims to explore the complexities of authors' rights in musical works, particularly within contractual relationships. It examines international regulatory mechanisms and suggests potential solutions to current challenges.*

*The subject of this research is to study musical work author's rights in contractual relationships within the framework of comparative research and analyze doctrine and court practice based on international legal mechanisms for their regulation.*

*The article creation process is mainly doctrinal, using the following research methods: documentary; comparative legal; descriptive; historical-legal and systematic.*

***Keywords:*** *Musical work, author, right, employment contract, law, dispute*

## 1. Introduction

The author's rights in author's rights within contractual relationships and international legal mechanisms for their regulation are quite problematic issues, which demonstrates their relevance. I believe this topic chosen as a scientific research project addresses a current and problematic issue, processing which will provide significant assistance in creating my future dissertation.

In Georgia, where, on one hand, works in this direction are not so abundant, and on the other hand, we encounter quite many disputes in court practice, it is necessary to thoroughly process musical work author's rights in contractual relationships and international legal mechanisms for their regulation.

Humanity's intellectual development has created the necessity to protect creative fruits from misappropriation or undesirable use. Intellectual property is considered a legal good, a legally protected right whose subject is objects created through intellectual creativity or involved in economic relations.

* PhD Student of Ivane Javakhvili Tbilisi State University, invited lecturer of Educational Organization "Knowledge Seekers", invited lecturer of the Georgian Student Parliament.

Musical work author's rights in contractual relationships and international legal mechanisms for their regulation (comparative legal research based on German example) raise questions: What is a musical work? How are composer's rights protected? What is the place of musical work author's rights in contractual relationships in German law? What is the difference between a service contract and an employment contract? What is the court practice regarding the protection of musical work author's rights in contractual relationships? The paper attempts to answer these questions through processing foreign and Georgian literature, as well as systematic analysis of court practice.

The scientific article aims to study the currently relevant and problematic issue, specifically the nature and peculiarities of musical work author's rights in contractual relationships, as well as to process international legal regulatory mechanisms and outline the author's ways of solving problems.

The subject of this research is to study musical work author's rights in contractual relationships within the framework of comparative research and analyze doctrine and court practice based on international legal mechanisms for their regulation.

The work creation process is mainly doctrinal, using the following criminological research methods:

1. **Documentary** – when processing special legislation, literature, and analytical materials;
2. **Comparative legal** – when relating different legal systems and institutions;
3. **Descriptive** – when characterizing international legal mechanisms of musical work author's rights;
4. **Historical-legal** – when processing development stages of legal rules and norms;
5. **Systematic** – when processing court practice and theoretical principles of norms.

From a structural perspective, this article consists of thirteen sections. In turn, the 3rd section consists of six subsections. The conclusion and references are presented at the end of the topic.

## 2. The Concept, Essence, and Significance of Musical Works

A musical work is a collection of sounds that differs in arrangement and composition. A musical work is an expression of the minimum level of creative achievement.[1]Generally, the art of sound is new music.[2] Composition can be physically expressed, e.g., recorded on musical paper or phonogram. Improvisation is as much a part of a musical work as folk songs that create cultural heritage. Mobile phone ringtones can also be considered musical works. It should be noted that sounds depicting everyday life can also be used in author's rights, though as such, they are not subject to legal protection.[3] The concept of musical work should find broad interpretation.[4] When evaluating a musical work, it's important to consider the opinion of those who know music well and are not restricted from freely expressing their opinion.[5] It's interesting whether there is actual interference with the author's rights of the musical work in the case of arranged musical works. In such cases, it should be

1 BGH GRUR 2022, 1441,1443 – Der Idiot.
2 *Schunke* ZUM 2020, 447, 451.
3 *Schunke* ZUM 2020, 447, 451.
4 BGH GRUR 2015, 1189, 1192 – Goldrapper.
5 BGH GRUR 2015, 1189, 1194 – Goldrapper; BGH GRUR 1988, 811 – Fantasy; BGH GRUR 1981, 267.

determined whether there are new performer's personal intellectual-creative inputs in the arranged version of the work created by the original musical work's author.[6] Generally, it should be said that musical work is subject to legal protection.[7]

## 3. Processing, Editing, and Free Use of Author's rights

Like other forms of art, author's rights often require editing for broader use.[8] Currently, the German legislative body has created the possibility for editing already created musical works. Therefore, if the editing of a musical work does not aim to change the original version and serves its editing, accompanied by the consent of the musical work's author, such implementation is possible and will not be considered a violation of the musical work author's rights.[9] It should be noted that German legislation allows the publication of edited and processed works only with the author's consent.[10] The right to edit includes the rights to use the work in accordance with Sections 31 and subsequent parts of the German Copyright Act.[11] The performance of author's rights requires consent from the author (Section 23, Paragraph 2, Point 2 UrhG).[12]

In practice, there are many cases where musical works have been processed and edited. The beloved film "Keto and Kote,"[13] directed by Vakhtang Tabliashvili[14], is an adaptation of Victor Dolidze's opera "Keto and Kote,"[15] where composer Archil Kereselidze[16] processed[17], edited, and expanded the original musical work created by Victor Dolidze. This did not violate the rights of the opera musical work's author.[18] Notably, Archil Kereselidze's processed version of Victor Dolidze's opera "Keto and Kote" was re-processed by Jansugh Kakhidze[19] at the end of the 20th century, who changed its name to "Barbale Fantasy."[20] Everything didn't end there; probably everyone remembers in recent years, specifically in 2012, composer Nikoloz Memanishvili (Rachveli)'s[21] breathing new life into the multiply processed opera "Keto and Kote." In this latest case, a kind of "modernization" of the musical work was implemented, specifically the opera work became a "Broadway style" pop

6 BGH GRUR 2015, 1189, 1194 – Goldrapper.
7 BGH ZUM-RD 2019, 518 – Das Omen.
8 *Schack* GRUR 2021, 904, 906; LG Berlin GRUR-RR 2022, 216, 221.
9 BGH GRUR 2016, 1157, 1159 – auf fett getrimmt; BGH GRUR 2014, 65, 70.
10 EuGH GRUR 2020, 186, 187 – IT Development SAS/Free Mobile.
11 BGH GRUR 2013, 818, 819 – Die Realität.
12 BT-Drucks. 18/12329, 31.
13 https://www.youtube.com/watch?v=vr6Cfyq8kEE [10.06.2024].
14 *Ninikashvili K.,* Georgian Soviet Encyclopedia, vol. 9, Tbilisi, 1985, 636.
15 https://www.youtube.com/watch?v=2VZUdtSWMgI [10.06.2024].
16 *Toradze G.,* Georgian Soviet Encyclopedia, vol. 5, Tbilisi, 1980, 475 (in Georgian).
17 *Iashvili M.,* Archil Kereselidze, Tbilisi, 1977, 22 (in Georgian).
18 *Babunashvili Z., Nozadze T.,* Mamulishvilta Savane, Tbilisi, 1994, 212 (in Georgian).
19 Georgian Soviet Encyclopedia, vol. 5, Tbilisi, 1980, 452 (in Georgian).
20 https://www.youtube.com/results?search_query=%E1%83%9D%E1%83%9E%E1%83%94%E1%83%A0%E1%83%90+%E1%83%A4%E1%83%90%E1%83%9C%E1%83%A2%E1%83%90%E1%83%96%E1%83%98%E1%83%90+%E1%83%91%E1%83%90%E1%83%A0%E1%83%91%E1%83%90%E1%83%9A%E1%83%94 [10.06.2024].
21 Encyclopedic Dictionary of Georgian Music. – Tbilisi, 2015, 316 (in Georgian).

production[22], featuring both opera and pop singers such as Nani Bregvadze[23], Lado Ataneli[24], Paata Burchuladze[25], Nino Katamadze[26], Sopho Nizharadze[27], and others. This fact did not violate either composer Victor Dolidze's or Archil Kereselidze's copyrights, and his created brilliant opera "Keto and Kote" convinced us of the work's immortality.

As a second example, we should remember the famous Georgian film "What You've Seen You'll Never See Again!"[28] where composer Revaz Laghidze[29] processed the musical work[30] "If You Knew My Heart's Sorrows"[31] by Giorgi Chubinishvili[32], a very popular composer from the dawn of the 20th century. This fact also did not violate the musical work author's rights; on the contrary, it achieved greater perfection and popularity for both the forgotten composer and his work.[33]

When discussing the processing and editing of author's rights, I must touch upon cases where several author's rights, including works created by different composers, are united. A clear example of this is the overture created by Nikoloz Memanishvili (Rachveli) at the dawn of the 21st century for Nani Bregvadze's[34] star-opening evening, using musical works[35] created by Georgian composers, where he used melodies from songs by Revaz Laghidze[36], Bidzina Kvernadze[37], Jansugh Kakhidze[38], Guram Bzvaneli[39], and Marika Kvaliashvili[40] such as: "Spring Has Come, the Almond Has Bloomed,"[41] "The Past Took Everything Away,"[42] "Beautiful Vine,"[43] "Dawn,"[44] "Autumn

---

22 https://www.youtube.com/watch?v=PLKHSGK068I [10.06.2024].
23 http://www.nplg.gov.ge/bios/ka/00002538 [10.06.2024].
24 http://www.nplg.gov.ge/emigrants/ka/00000408 [10.06.2024].
25 https://ka.wikipedia.org/wiki/%E1%83%9E%E1%83%90%E1%83%90%E1%83%A2%E1%83%90_%E1%83%91%E1%83%A3%E1%83%A0%E1%83%AD%E1%83%A3%E1%83%9A%E1%83%90%E1%83%ABE1%83%94 [10.06.2024].
26 https://ka.wikipedia.org/wiki/%E1%83%9C%E1%83%98%E1%83%9C%E1%83%9D_%E1%83%A5%E1%83%90%E1%83%97%E1%83%90%E1%83%9B%E1%83%90%E1%83%AB%E1%83%94 [10.06.2024].
27 https://ka.wikipedia.org/wiki/%E1%83%A1%E1%83%9D%E1%83%A4%E1%83%9D_%E1%83%9C%E1%83%98%E1%83%9F%E1%83%90%E1%83%A0%E1%83%90%E1%83%AB%E1%83%94 [10.06.2024].
28 https://www.youtube.com/watch?v=DwC8IzMW6iw [10.06.2024].
29 Georgian Soviet Encyclopedia, Vol. 6, Tbilisi, 1983, 146-147 (in Georgian).
30 Georgian Soviet Encyclopedia, Vol. 11, Tbilisi, 1987, 165 (in Georgian).
31 https://www.youtube.com/watch?v=RB2cbzdZywk [10.06.2024].
32 Georgian Soviet Encyclopedia, Vol. 11, Tbilisi, 1987, 165 (in Georgian).
33 https://www.youtube.com/watch?v=VTgQZwhEufI [10.06.2024].
34 *Gelovani A.,* Georgian Soviet Encyclopedia, Vol. 2, Tbilisi, 1977, 512 (in Georgian).
35 https://www.youtube.com/watch?v=LmoGuDDGpHo [10.06.2024]
36 *Babunashvili Z., Nozadze T.,* Mamulishvili's Home, Tbilisi, 1994, 232 (in Georgian).
37 *Tserodze E.,* Bidzina Kvernadze. Tbilisi, 2021, 275 (in Georgian).
38 Georgian Soviet Encyclopedia, vol. 5, Tbilisi, 1980, 452 (in Georgian).
39 http://gurambzvaneli.blogspot.com/ [10.06.2024].
40 http://www.nplg.gov.ge/bios/ka/00007041 [10.06.2024].
41 https://www.youtube.com/watch?v=gex5P64vIfs [10.06.2024].
42 https://www.youtube.com/watch?v=CLd0m7az0e8 [10.06.2024].
43 https://www.youtube.com/results?search_query=%E1%83%95%E1%83%90%E1%83%96%E1%83%9D+%E1%83%9A%E1%83%90%E1%83%9B%E1%83%90%E1%83%96%E1%83%9D [10.06.2024].
44 https://www.youtube.com/watch?v=w9Bf5FLh7oY [10.06.2024].

Flowers,"[45] "I Extinguished the Candle,"[46] and "Wait a Little More, Heart."[47] This overture is currently one of the most popular, and its creation by Nikoloz (Memanishvili) Rachveli did not violate the composers' rights.

Therefore, when talking about editing and processing musical works, we should remember that what matters is the processor's and editor's attitude, their good faith, and not malicious intent to appropriate someone else's created work.

## 4. Author of a Musical Work in Employment Relationship

According to German practice, copyright is based on a model of maintaining a certain freedom for the author.[48] A musical work, like any other sample created in any field of art, is connected to the creative process, therefore, it is unacceptable to force a creator to create a musical work in an employment relationship, although there were many examples of this.

In everyone's favorite comic opera: "Keto and Kote," the most popular melody today, "Georgian Dance," was created under pressure on Victor Dolidze, which the composer created in one day while confined in a dark room, thereby once again proving his genius to the critically-minded musical society of that time.

Today, the absolute majority of creators are employed and are in employment relationships.[49] Article 43 of the Copyright Law is important for regulating employment contracts with authors of musical works in Germany. Along with Article 43, the provisions of Article 31 of the Copyright Law are noteworthy, which also extends to regulating relationships where the author of a musical work created the work arising from employment or service relationships that fell under their obligations, except in cases where the content or nature of the employment or service relationship indicates otherwise.[50]

According to some researchers, Article 43 of the German Copyright Law is considered inadequate. This regulation, which was introduced into law in 1965, had no predecessor, but even before the Copyright Law came into force on January 1, 1966, copyright was also granted to those who were creatively active arising from employment relationships.[51] After the creation of the Copyright Law in 1965, Article 43 of the Copyright Law has not changed, although there were certain alternatives.[52] The reform of the Law on Employment Contracts Regarding Copyright in 2016 and 2021 also did not cause changes to Article 43 of the Copyright Law.[53] The main question that needs to

45 https://www.youtube.com/watch?v=qmrlK7q9tx8 [10.06.2024].
46 https://www.youtube.com/watch?v=WnlZ3Dn6FsQ [10.06.2024].
47 https://www.youtube.com/watch?v=OPKl-zBBGhc [10.06.2024].
48 *Wandtke/Leidl* GRUR 2021, 447, 448; Wandtke GRUR 2015, 831; Schack Rn. 1113.
49 *Ausführlich* zum Stand des Arbeitnehmerurheberrechts: Klass GRUR 2019, 1103 ff.; Rehbinder/ Peukert, Urheberrecht, Rn. 923; v. Olenhusen ZUM 2010, 474, 476.
50 BHG GRUR 2022, 899, 902 – Porsche 911.
51 BHG GRUR 2022, 899, 902 – Porsche 911. [4] RGZ 110, 394; BGH GRUR 1952, 257, 258 – Krankenhauskartei; BAG GRUR 1961, 491, 492 – Nah- verkehrschronik.
52 *Wandtke* GRUR 2015, 831 ff.; Wandtke GRUR 1999, 390 ff.
53 *Wandtke/Leidl* GRUR 2021, 447; Schwab, Arbeitnehmererfindungsrecht, Anhang § 1,9 .

be answered regarding Article 43 of the Copyright Law is the following: to what extent should the rights of an author employed in an employment relationship be considered and whether certain restrictions can be imposed that arise from the content or nature of the employment or service relationship.

Historically, this question was always preceded by a lengthy dispute, which aimed and still aims to answer the question of how to establish the copyright of an "intellectual worker" without infringing their rights. The widespread theory that the entrepreneur or employer bears the risk and, accordingly, the author of a musical work may not accept restrictions at work is not convincing. This is because the risk of the employed author is completely ignored, particularly due to the risk of possible insolvency of the entrepreneur or employer.[54]

Despite the extensive copyright reform in Germany in 2021, the principle of equality between employer and employed author's rights still wasn't adequately protected.[55] The current copyright law in Germany does not provide any restrictions regarding the protection of employed authors' personal rights. Article 8 of the Human Rights Convention (right to respect for private life) is applied to protect employed authors' rights, including cases where they are subject to video surveillance and such control during their work process.[56]

In employment relationships, it is essential that the interests of both employer and employee are protected equally. The equality between employer and employee does not mean that the employed musical work author should be completely freed from all obligations while imposing all obligations on the employer, including the duty to wait for when the composer finds their muse. Finding a muse for a musical work author might take months, years, and sometimes even a lifetime, which would make employers lose interest in maintaining such employment relationships. An employment contract should ensure fair compensation for the employee while allowing the employer the flexibility to support artistic creation without rigid time constraints. In case of inability to complete the work within certain time offered by the employer, the employee should be obligated to inform the employer about this in advance.

Therefore, while it is very difficult to regulate the employment relationship between employers and employed authors, it is essential to maintain the principles of equality and good faith.

### 4.1. The Boundary Between Quasi-Employed Musical Work Authors in Employment Relationships and Subjects in Contractual Relationships

Entering into a contractual relationship with a musical work author raises questions about whether this relationship falls under civil law regulation as a private contractual relationship, or whether it constitutes an employment contract. To answer this question, within the framework of comparative research, we need to examine established practices abroad, for example in Germany.

According to German labor law, an employee is a person who, unlike a freelance worker, is obligated to perform work under the employer's instructions. Accordingly, an employment relationship

54 So auch Sorge,119.
55 *Wandtke/Bullinger/Wandtke,* Urheberrecht, § 43, 137.
56 EGMR NJW 2020, 141.

between employee and employer should be presumed if the employee's service provision for appropriate compensation represents a legal relationship established by an employment contract and is not of a one-time nature.[57] The employer's right to give instructions, which is an integral part of the employment relationship, may influence the content of the activity, its implementation, duration, and location determination.

When dealing with a one-time commission, this may fall within the scope of a contractual relationship called a service contract. Ultimately, the answer to which legal relationship exists between employer and employee depends, in each specific case, on the cumulative assessment and analysis of all relevant circumstances of the individual case.[58] In practice, the distinction between a "free worker" and an employee is often difficult. The risks for the employed person are broader than for the employee.[59]

The newly inserted Section 611a in the German Civil Code reflects these legal principles. Specifically, with the amendment to the German Civil Code in 2017, for the ECJ, the essential characteristic of the concept of employee under EU law is that the employee performs services under the direction of the employer for a certain period in exchange for remuneration[60]. For example, composers, directors, screenwriters, cameramen,[61] photographers, journalists, sculptors, designers, radio and television employees, editors, architects, and presenters. They can engage in employment relationships and work as authors. This also applies to performing artists, e.g., band musicians[62] who work based on employment contracts. However, in practice, it may happen that even after long-term collaboration, for example, between an orchestra and a violinist as a temporary worker, no employment relationship exists.[63] Therefore, it is very difficult to distinguish between employment and non-employment contracts, which speaks to the relevance of the issue.

For determining the legal relationship, what matters is not the designation of the employment relationship, but the determination of objective business content. It is interesting whether a small degree of creative freedom extends to all work or service relationships. For example, performing singers can be employed in theaters where creative freedom is essential for the success of a stage work. In the artistic process, the director's instructions allow for the protection of creative freedom. Although performing actors are not direct authors of the works, they contribute to the success of stage or television work.

It is widely known that Nani Bregvadze was the muse for all Georgian composers active in the second half of the 20th century, as her performance of a piece guaranteed its subsequent popularity. Nevertheless, the relationship between authors and performers was not always straightforward.

---

57 BAG NJW 2020, 3802, 3803 – Grafikdesignerin.

58 BAG NJW 2020, 3802, 3803 – Grafikdesignerin; BAG NJW 2018, 1194, 1195; BAG NJW 2015, 572, 574. BAG ZUM-RD 2014, 63, 65 – Cutterin; BAG NJW 2012, 2903, 2904, Rn. 13; BAG ZUM 2007, 507, 508; BAG AfP 2007, 285, 287; LSG Baden-Württenberg ZUM 2012, 612, 617 – Sprecher und Übersetzer.

59 Ausfühlich zu den Risiken für den "freien Mitarbeiter", siehe BAG NJW 2020, 170, 172.

60 EuGH EuZW 2010, 268, 269.

61 LSG Baden-Würtemberg ZUM-RD 2012, 425.

62 EuGH GRUR 2019, 1286, 1289 – Spedidam/INA.

63 LAG Baden-Würtemberg NZA-RR 2020, 124, 127.

Although authors had the right to provide instructions to performers, this relationship could not be classified as a labor law relationship.

The situation differs when the performer is a member of a company. For example, Zurab Anjafaridze[64], a dramatic tenor, was the leading soloist at the Zakaria Paliashvili[65] Tbilisi Opera and Ballet State Theatre, where operatic productions were specially brought in for him, allowing him to fully express his creative talent. Such a relationship is indeed a labor law relationship, as evidenced by the somewhat comical fact that for many years Zurab Anjafaridze was considered the theatre's leading soloist, even though he was officially employed as a firefighter due to insufficient positions in the opera company. However, this status did not hinder him from gaining international recognition.

It is essential that freedom of art, guaranteed by the constitution, is upheld in any contractual relationship.[66] The Federal Constitutional Court of Germany has explicitly stated that a temporary labor contract with an author can only be concluded when it ensures the author's employment and provides them with more comfortable conditions. Therefore, the conclusion of a fixed-term labor contract with an employed author is excluded without objective reasons.[67]

For instance, the ECJ has permitted the conclusion of fixed-term labor contracts only in exceptional cases, specifically for the cultural sector, in order to prevent the abuse of the employer's power in labor law relationships.[68] It is noteworthy that Article 32 of the Copyright Law also applies to groups of people, according to which repeated remuneration falls under the provisions of Article 32 of the Copyright Law in Germany.[69]

Most creators employed in the arts come very close to the status of "permanent freelance collaborators," which largely bypasses labor legislation and sometimes even conflicts with it. It is important to allow different approaches when dealing with the author of a musical work, as this facilitates the creation of artistic works. This does not mean granting any party the opportunity to misuse rights but should aim to promote their fair conduct.

According to Article 611 of the German Civil Code, the labor relationship includes the rights and obligations of the employee that arise from both individual and collective agreements as well as special laws. Accordingly, while this relationship resembles a service contract, it still differs from it.[70]

### 4.2. The Scope of Employment Contracts in the Context of Mandatory Work to be Performed by the Composer

An employment contract with the author of a musical work establishes a labor relationship and defines the agreed-upon work and its objectives. The agreed work with the author of a musical work should encompass its content and outline the boundaries of the work to be performed, which the

64 *Tsulukidze A.,* Georgian Soviet Encyclopedia, vol. 1, Tbilisi, 1975, 505 (in Georgian).
65 *Donadze L.,* Georgian Soviet Encyclopedia, vol. 10, Tbilisi, 1986, 214 (in Georgian).
66 BAG NJW 2018, 810 – Krimiserie.
67 BAG NJW 2021, 1114, 1115; BVerfG NJW 2018, 2542, 2543.
68 EuGH NJW 2019, 748 – Sciotto/Fondazione Teatro.
69 BAG ZUM 2009, 883 – Wiederholungsvergütung; AG München ZUM 2010, 545, 546.
70 *MünHandb/ArbR* Bayreuther § 91 Rn. 2; Leuze § 5, 1.

employee will be obliged to fulfill before the employer. Within the framework of the labor relationship, the employee receives compensation—a salary.

According to Section 84(1) of the German Commercial Code (HGB), a person is considered self-employed if they freely organize their work and determine their working hours in exchange for a certain fee.[71]

Since the agreed work between the employer and the employee involves the creation of a musical work, it is essential to consider the legislative peculiarities regarding copyright within the labor relationship. If the creation of the work is agreed upon in the employment contract and constitutes the employee's primary activity, this agreed work is referred to as mandatory work.[72] This is the primary obligation that the employee, in this case, the author of the musical work, must fulfill. Employment contracts may sometimes establish a precise agreement regarding the content and scope of the mandatory work.[73]

"Free works" created by the composer, which he has not created for anyone and have no connection to employment or service relationships, do not have to be made available to the employer. They are not even obliged to publish such works.[74]

It is little known that the Georgian composer Bidzina Kvernadze almost entirely destroyed the original version of his first opera, "It Was the Eighth Year," without showing the scores to anyone. Only thanks to his wife and the renowned musician NESTAN (Nughesa) Meshki[75], a single fragment from the original version of the opera survived, which is now known as the aria "The Lament of Shushanika."[76]

Regardless of whether the composer is funded by a specific employer, he cannot be compelled to disclose or present any works created throughout his creative life to the employer.[77] There are special so-called "intimate" moments between the creator and their work, the disclosure of which is utterly unacceptable.

### 4.3. Ownership Rights to Works Created by the Composer under an Employment Contract

To address the question of who owns the results of the work performed by the composer, significant differences in the doctrinal discussion of the issue must be considered. Although copyright law grants exclusive rights to the creator of a work or their legal heir, ownership rights are assessed based on the principles of property law outlined in the German Civil Code.[78] Under German property law, employees are not considered owners of the physical objects they produce. According to Section 950 of the German Civil Code, the employer acquires the completed work during the production

71 BAG NJW 2010, 2455, 2456.
72 *Wandtke/Bullinger/Wandtke* § 43, 18.
73 OLG Düsseldorf ZUM-RD 2009, 63, 65.
74 *Dreier/Schulze/Dreier* § 43 12; *Schricker/Loewenheim/Rojahn* § 43, 63.
75 Encyclopedic Dictionary of Georgian Music, Tbilisi, 2015, 319 (in Georgian).
76 https://www.youtube.com/watch?v=ojxgNAJZAuc [12.06.2024]
77 *Grundlegend* VGH Baden-Württemberg ZUM 2018, 211, 220.
78 BGHZ 112, 243, 247 – Grabungsmaterialien.

process.[79] If a private law contract is concluded between the author and the employer, whereby the author is not only the owner of the intellectual property but also the producer[80], then in this case, they will be considered the property owner.

Accordingly, when discussing the ownership rights to a work created by a composer, it is important to consider the agreement between the parties and the form of their relationship.

### 4.4. Advantages of Employment Contracts versus Service Contracts

To identify the advantages between service contracts and employment contracts, it is essential to consider the goals and characteristics of the agreements. In an employment contract, the employer's main interest is to be able to commercially exploit the completed work.[81] Due to this commercial objective, German law does not grant the employer full rights to the musical work. According to Section 69b of the German Copyright Act, the employer acquires all property rights to the completed work based on a statutory license.[82]

Any contract must clearly define the acquisition of ownership rights to the completed work[83], and in cases of ambiguity, the contract will be interpreted in favor of the composer as the individual party[84]. This principle also stems from the ancient Roman law principle of "CONTRA PROFERENTEM," which implies that since the employer is primarily a business entity with more experience in the market than the employed individual, any ambiguities should be resolved in favor of the less experienced party due to the imbalance of experience.

Therefore, if an author wishes to retain ownership rights to their work, it is advisable to conclude a one-time service contract. By entering into an employment contract, the author effectively relinquishes ownership rights to the work, as the employer acquires the completed work. However, it should be noted that in both cases, the composer retains copyright.

### 4.5. Specifics of Determining Salary, Compensation, and Remuneration for the Composer

According to the employment contract concluded with the composer, the completed work is compensated, referred to as salary.[85] In contrast, under a service contract, the benefits received by the composer are referred to as remuneration.

Under the German Copyright Act, it is essential that both the composer's remuneration and salary are proportional and reasonable, specifically in relation to the labor and results corresponding to what the author of the musical work actually provides.[86]

---

79 BGHZ 112, 243, 249 – Grabungsmaterialien; BGHZ 20, 159, 163; Klass, GRUR 2019, 1103, 1105.
80 BGHZ 112, 243, 250 – Grabungsmaterialien.
81 BGH GRUR 1974, 480, 483 – Hummelrechte; OLG Karlsruhe GRUR-RR 2013, 424, 425.
82 *Wandtke/Bullinger/Grützmacher* § 69b Rn. 1 m. w. N.; a. A. Schack Rn. 304, es soll eine cessio legis (§§ 398 ff. BGB) der vermögensrechtlichen Befugnisse vorliegen.
83 *Däubler/Hjort/Hummel/Wolmerath/Ulrici* § 43, 21.
84 OLG Düsseldorf ZUM-RD 2009, 63, 66.
85 *Leuze* § 5, 62.
86 *Konertz E.,* ZUM 2020, 929, 936.

When discussing reasonable compensation, it should be noted that this provision applies to both employment and any contractual relationships. Thus, private clients are also obligated to offer the composer a reasonable amount for creating a musical work. It is unacceptable for any private individual or employer to take advantage of the composer's financial difficulties, naivety, or any other factors that might compel the composer to accept any payment for their work. However, it is important to remember that there are cases where even the offering of any amount of honorarium does not guarantee the creation of a popular melody or the arrival of the muse, which true creators often seek and sometimes unwittingly find and capture on paper.

In relation to this discussion, it is worth mentioning the well-known Georgian composer Gia Kancheli[87], who created several musical melodies for Eldar Shengelaia's[88] film "Blue Mountains," but ultimately gained the most popularity from a waltz he created effortlessly.[89]

Under European Union legislation, the right to reasonable compensation applies not only to "specific work contracts" but is also considered a concurrent right of the composer.

It is noteworthy that the limits of reasonable compensation for computer-generated melodies are not clearly defined, and this remains a matter for negotiation between the parties. In terms of both remuneration and copyright protection, the rights of the author of a musical work created by a computer program are less protected.[90] This might be because the legislator associates the creation of a musical work produced by a computer program not with the composer's efforts, but with the computer program itself, thus providing less protection for the latter's rights.

It is essential that Sections 32 and 32a of the German Copyright Act be interpreted in accordance with EU directives and legislation, especially concerning the definitions of work and employment relationships.[91]

Interestingly, the right to claim remuneration established by copyright law exists independently of the employment relationship, as well as contractual agreements. The starting point for the author's right to request relevant and appropriate remuneration is Sections 32 and 32a of the German Copyright Act, which were amended according to Articles 18 and 20 of the DSM Directive.[92]

The theory of compensation does not establish a distinction between the nature of claims for remuneration or salary and copyright.[93] Although determining the time required for the work plays a decisive role in defining the employee's compensation, the process of determining the composer's salary under copyright law is related to granting copyright to the client and the direct possibility of exercising those rights.

---

87 https://ka.wikipedia.org/wiki/%E1%83%92%E1%83%98%E1%83%90_%E1%83%A7%E1%83%90%E1%83%9C%E1%83%A9%E1%83%94%E1%83%9A%E1%83%98 [13.06.2024].

88 *Dolidze N.,* Georgian Film Directors: Collection of Essays: Part I, Tbilisi, 2005, 240, 105-137 (in Georgian).

89 https://www.youtube.com/watch?v=F-vO3hKCCFg [13.06.2024].

90 *Konertz E.,* ZUM 2020. 929, 937.

91 BGH GRUR 2022, 899, 903 – Porsche 911; ebenso Peifer GRUR 2022, 967, 970.

92 BAG NJW 2020, 170, 171.

93 BAG NJW 2019, 3016, 3018 – MTV-Zeitschriften; Schwab Anhang § 1, 89; v. Olenhusen ZUM 2010, 474, 479.

On one hand, the employer is obligated to pay the salary in exchange for the completed work, and on the other hand, copyright remuneration is in exchange for the grant of rights. When the composer claims the appropriate remuneration established by copyright, which also implies the transfer or usage of copyright, this requires independent regulation, known as the theory of separation.[94] The Federal Constitutional Court and the Federal Labor Court of Germany have explicitly confirmed the distinction between paying remuneration to the composer and claiming copyright or usage rights from the composer.[95]

The ECJ states that any composer employed by a company has the right to claim appropriate remuneration for the use of their musical works, regardless of whether the composer consented to the performance of their work.[96] The claim for copyright remuneration exists irrespective of whether there was an employment or other contractual relationship between the user and the composer.

For instance, according to the old version of Section 32 of the German Copyright Act (UrhG), it was established that the payment made for the repeated use of a musical work created by the composer could not be compared to a salary.[97] The composer receives a salary for the creation of the work, while the fee established for its use is one manifestation of copyright protection and is not related to service or labor contracts.[98]

For example, in 2021, in one of the most famous television series in Georgia, "My Wife's Friends," a melody created by composer Nunu Gabunia[99] was used without permission. She contacted the series' producers and received appropriate remuneration, which she had not received because the series' producers claimed they had commissioned the melody, while this particular melody existed long before the series was filmed. Therefore, for Nunu Gabunia to use her melody again in the series and receive specific remuneration for it cannot be considered a salary, even if it is systematic, as it would be a manifestation of copyright protection.

According to Sections 32d and 32e of the German Copyright Act, for a composer-employee in a specific establishment to determine the income and benefits derived from the exploitation or unauthorized use of the work by the employer, the employed author has the right to receive complete and comprehensive information regarding this.

Translating this practice to Georgia would also be beneficial, as the copyright association, which protects copyright owners, is constantly questioned regarding the principles it uses to distribute specific remuneration among authors and performers.

### 4.6. The Author's Moral Rights in Civil Law Contracts and Employment Relationships

Since the potential exploitation process in employment relationships affects not only assets but also the moral rights of the author, the question arises as to whether the employer should consider restricting or not restricting the moral rights of the employed author in all cases.

---

94 *Schwab* Anhang § 1, 91.
95 BVerfG ZUM 2011, 396; BGH NJW 2019, 3016, 3018 – MTV-Zeitschriften.
96 EuGH GRUR 2019, 1286, 1289 – Spedidam/INA.
97 BAG ZUM 2009, 883, 887; Anm. von Olenhusen ZUM 2009, 889.
98 So aber Hertin GRUR 2011, 1065, 1067.
99 Композиторы и музыковеды грузии. – тб., 1984, 90.

It is unacceptable for the limitation of moral rights to occur within the framework of employment relationships, as this does not stem from the "nature and essence" of labor law relationships.[100] However, it is possible to establish certain conditions with the author of a musical work in advance regarding modifications to their created work, within which the employed employer is granted specific powers under a particular employment contract.[101]

Changes to the employed composer's work should not be made in such a way that they ultimately result in its distortion. While the employer should have the right to implement changes, it is essential to determine the limits of such modifications in accordance with the principle of good faith, as outlined in Section 39(2) of the German Copyright Act.

The scope of the employer's ability to implement changes depends on several factors. If the employer is granted editorial rights under Section 23 of the Copyright Act, the employer or public body does not have the right to make changes or corrections themselves. Under German legislation, the employer can indicate to the composer, but the final choice must remain with the author of the musical work.

It is noteworthy that according to Section 42 of the German Copyright Act, if the author of a musical work has an unexpunged conviction, the employer's interests may be significantly compromised, which makes the protection of their interests even more crucial. An employer who has invested in a sample created by the author of the musical work should be granted the right to continue its marketing and use freely.[102]

The author of the lyrics of some of the most famous Georgian songs, Petre Bagrationi-Gruzinski[103], was well known to be a victim of the Bolshevik regime at that time, which caused him to spend several years behind bars. However, his conviction did not hinder the realization of his creative works in musical compositions; rather, this fact even awakened a kind of muse in the creator longing for freedom. Thus, his lyrics resonate remarkably in various Georgian musical works, such as "Tbiliso,"[104] "The Woman from Darkvelo,"[105] "Spring has come, the almond tree has blossomed,"[106] "Yellow Leaves,"[107] "She is here,"[108] and others.

The new version of Section 41 of the German Copyright Act indicates that the employed author has the right to choose. They can entirely or partially terminate the exclusive use right granted to the employer for their created musical work. An employment contract, as a contractual agreement, is closely linked to the granting of exclusive rights to use.

According to Section 41 of the German Copyright Act, the issue of the author's copyright, as a matter of inheritance protection, may also arise if the specific author's employer offers a third party to

---

100 *Berger/Wündisch/Wündisch a, A.,* § 15, 38.
101 *Klass,* GRUR 2019, 1103, 1109.
102 *Rehbinder/Peukert,* 953.
103 Encyclopedia "Georgia", Vol. 2, Tbilisi, 2012, 167 (in Georgian).
104 https://www.youtube.com/watch?v=VqrPhJ6z3ZY [14.06.2024].
105 https://www.youtube.com/watch?v=SA7OInsbA3o [14.06.2024].
106 https://www.youtube.com/watch?v=ZVQcahJ_ovA [14.06.2024].
107 https://www.youtube.com/watch?v=Do17LTb0keQ [14.06.2024].
108 https://www.youtube.com/watch?v=ciFCUFRkLOA [14.06.2024].

participate in a licensing chain. In such cases, it is essential to note whether a specific condition was agreed upon in the employment contract during the composer's lifetime.

If the employer has granted third parties simple rights to use the license, those rights remain in force even if the employed author-composer ceases their employment relationship. However, if they did not have the right to do so at the time, then according to Section 41 of the German Copyright Act, the employer will not have the right to issue a license for the works of a deceased composer to third parties, even if the employer faces insolvency.[109]

The interests of the employee-author must be maximally considered. The personal rights and remuneration claims of the author of a musical work are separate issues and differ from one another. It is interesting that in Germany, there is a practice where an employer pays the employed composer a compensation of €100.00 to prevent the employee from using the legally acquired knowledge and skills gained within the framework of a specific work relationship. However, such compensation payments represent a temporary regulation of behavior and cannot be of a permanent nature.

## 5. Collective Agreements with Authors of Musical Works and Their Regulation Features

In German practice, alongside individual labor law, there exists collective labor law, which encompasses collective agreements. These play a significant role in protecting the material interests of employed composers. Such agreements often include, particularly in the theater and media sectors, the large-scale use of copyright, positively impacting both authors and performing artists. Provisions of collective agreements serve as legislative norms according to Sections 1 and 12a of the TVG (Collective Agreements Act).[110]

Collective agreements pertain to the constitutional transformation of the basic rights of authors and performers. The Federal Court of Justice of Germany has acknowledged that a collective agreement or collective negotiations can be used as a point of reference or guideline when it comes to reasonable remuneration for all employees.[111]

In practice, the parties to collective negotiations can only define contractual obligations and the content and scope of rights granted; however, determining remuneration remains quite problematic.[112] For the employee, defining the employer's right to benefit from the musical work they created represents one of the operations for disposing of the composer’s copyright. According to current German practice, such disposal of the right to benefit can only occur through an agreement within the employment contract.

It is essential that the employment contract with the author of a musical work includes the following conditions:

- Provisions regarding the right to additional remuneration under Section 32a of the Copyright Act.

- Conditions regarding the right to terminate the contract, specifying exceptions.

---

109 BGH GRUR 2009, 946, 947 – Reifen Progressiv.

110 *Rehbinder/Peukert,* 941.

111 BGH GRUR 2020, 1191, 1193 –Fotopool; BGH GRUR 2009, 1148, 1149 – Talking to Addison; BGH GRUR 2016, 360, 362 – GVR Tageszeitungen II; BGH GRUR 2020, 591, 598 – Das Boot II.

112 *Rehbinder/Peukert a. A.*, 941; *Schack*, 1119; *Schricker/Loewenheim/Rojahn* § 43, 47.

## 6. Features of Contract Formation in the Purchase of Musical Works in Digital Form

European legislators have consciously given member states the opportunity to utilize a typological classification of contracts concerning the provision of digital content and digital services (digital products). In this context, the application of the DID Directive has increasing importance for the internal markets of EU member states.

Millions of consumers in the EU sign contracts daily to access digital content and services in various forms, especially music, which they do directly through their smartphones or laptops.[113] The DID Directive establishes "sui generis" copyright licensing agreements, primarily concerning musical files and electronic publications.

First and foremost, it is necessary to differentiate whether the contracts relate to digital products when connected to movable physical "data carriers," such as DVDs, CDs, USB drives, and memory cards (Section 327 (5) BGB), or to intangible electronic files stored on the internet.

Physical objects like DVDs, CDs, and USBs can be subject to sales contracts. The specific characteristic of melodies recorded on DVDs, CDs, and USBs is that, according to Sections 433 (1) BGB and 475 (1) BGB, their sale is not linked to the consumer terms of digital content sales by the entrepreneur.[114]

The DID Directive primarily focuses on the availability of digital content and digital services. For a consumer to use copyright-protected material as digital content, the company must acquire the appropriate rights from the author of the musical work based on a licensing agreement. This resembles a triangular relationship: on one hand, there is the company's (publisher's) contract with the rights-holder author, and on the other hand, an oral agreement between the company and the consumer. Under German civil law, the license purchased by the employer from the author can be transferred to the consumer.

While consumers have the right to use a musical work purchased in physical form, they must not misuse this right. It is prohibited for a consumer to limit the rights of the copyright owner at their expense, which partially falls under the responsibilities of the copyright owner's employer, who has realized the recording in physical form.[115]

Hybrid works, such as video games that contain music[116], do not fall under the protection of computer programs.[117] It is necessary for the entrepreneur to make digital content available to consumers or entities in such a way that specific music can be downloaded.[118] When registering on social networks, a contract "sui generis" is formed between the consumer and the network provider, which must ensure the protection of the composer's rights.[119]

---

113 *Schulze* ZEuP 2019, 695, 701.
114 BT-Drs. 19/27653, 81.
115 Staudemayer ZEuP 2019, 663, 710.
116 *Gülker* CR 2021, 66, 67.
117 EuGH GRUR 2023, 577, 582 – Action Reply.
118 *Schulze* ZEuP 2019, 695, 705.
119 OLG München MMR 2021, 71, 73.

It should be noted that in Germany or other EU member states, if a consumer wishes to download a specific musical work, they cannot arbitrarily refuse to electronically contract. Social network providers may insist on the fulfillment of certain obligations by the consumer as a condition for providing the musical work.[120]

It is legitimate for the provider to agree in advance with the consumer to prohibit the dissemination of illegal content in the agreement. The possibilities and restrictions for using music must be outlined in the terms of use, as general terms and conditions according to Section 305 of the German Civil Code.[121]

It is essential to differentiate whether the permanent or limited use of electronic files is permitted. The ECJ's decision regarding electronic materials addresses the public reproduction of intangible digital content offered online. Offering downloads of electronic copyright works relates to storage on the user's technical device and, consequently, the possibility of reproduction.

The legal position of the consumer must be assessed objectively when purchasing a digital copy of a work in the online market. Everyone desires to download something cheaper or even for free. A physical recording – DVD, CD, USB – does not have the same quality as an electronic copy of the recording. This applies to all digital copies of works.

Uploading to YouTube requires a licensing agreement under Article 17 of the DSM Directive to permit the public reproduction of digital video files. If contracts on digital products are made without acquiring the relevant rights, there may be legal deficiencies according to Section 327 g of the German Civil Code.

The moral rights of the author should also not be overlooked. Even if there are no legal deficiencies, the author's moral rights may be violated by the consumer, for instance, if the work is distorted according to Section 14 of the German Copyright Act. In such cases, the consumer loses warranty rights.[122]

The sale of electronic goods is distinguished from the sale of physical goods by the inclusion of personal data in the use of digital content, as derived from the DID Directive. This represents a novelty in private law. It means that in using digital content, such as downloading music electronically, the consumer's personal data must be recorded, including name, email address, age, and gender. On the other hand, goods for which no payment is made in money but include personal data, do not fall under the Goods Sales Directive. This all relates not only to copyright law but also to GDPR data protection law and the validity of contracts violating GDPR.[123]

## 7. The Supervisory Authority in Germany and Its Scope of Activities

In Germany, the supervisory authority is the German Patent and Trademark Office (DPMA), whose tasks and powers are executed in the public interest. It ensures the protection of the rights of authors of musical works collected by collectors.

120 OLG München MMR 2021, 71, 73.
121 *Wandtke/Ostendorff* ZUM 2021, 26, 28.
122 *Spindler/Sein* MMR 2019, 488, 490.
123 *Staudemayer* ZEuP 2019, 663, 676.

The supervisory authority has the ability to review the remuneration rates offered to composers by clients. This includes examining whether authors are adequately protected.[124] The oversight by the DPMA aims to eliminate the risks of abuse of powers by employers, as employers, acting as representatives of copyright holders, hold a monopolistic position in the market. Abuse of powers by employers can occur when excessively high fees are imposed for the use of a specific author's repertoire (Article 102 TFEU).[125]

In a comparative study, it should be noted that, similar to Germany, the establishment of a regulatory body in Georgia would be advisable. This would address the demands of author-performers who are members of copyright associations and would provide answers to all questions related to transparency.

## 8. The Scope of Activities of the German Arbitration Council in Resolving Copyright Disputes and Its Georgian Alternatives

Germany has an Arbitration Council that can summon any party involved in a dispute, including both the employer and the composer. The core of the dispute may relate to the use of work and services, as well as the proper provision and remuneration for devices and means of storing author's rights, as well as making amendments to contracts as derived from Article 92 of the VGG.

The decision of the Arbitration Council is a prerequisite for the admissibility of a lawsuit, but the final decision can be appealed in the Federal Court of Justice according to Article 129 of the ZPO.

In Georgia, disputes based on copyright infringement are primarily considered by city courts. However, in any case where there is no basis for administrative or criminal liability, the dispute may be resolved through mediation, providing the parties involved the opportunity to save time and material resources.

## 9. Copyright Licensing Agreement

A copyright licensing agreement is formed based on the free will of the parties. However, it still has specific characteristics based on the copyright law in force in Germany: a) The composer's copyright must be secured, regardless of whether the musical work is published, illustrated, accompanied by a filmed clip, or made available online.

The copyright of the composer must be ensured by the purchase agreement for the musical work (§§ 433, 453 BGB) (§§ 581 ff. BGB). A breach of this primary obligation leads to the legal consequences of the relevant type of agreement. This also applies to copyright licensing agreements. These are synallagmatic contracts where the remuneration for the composer's copyright represents the consideration of the exploiter, regarding the content and limits of the right of use, as well as the protection of the composer's copyright.

---

124 BVerwG GRUR-Prax 2020, 517.

125 *Dreier/Peifer/Specht/Staats*, FS für Gernot Schulze, 331 ff.

The requirement for copyright protection is the main contractual obligation of the author. They must grant the buyer the right to use the musical work according to the contract. Various reasons may exist for which the author subjectively or objectively cannot fulfill this obligation. In such cases, they may be liable for damages caused by the initial impossibility under Article 311a, paragraph 2 of the German Civil Code, or liability for legal defects under Articles 437 and 453, paragraph 1 of the BGB.[126]

Example: Producer P, as the exclusive holder of television rights, transferred them to a third party, D, on January 1, 2010. Film and television production company V entered into a contract with P on June 20, 2010, wherein the television rights were to be transferred to V. However, since P had already transferred the television rights to D on January 1, 2010, V could not acquire exclusive television rights. V could claim compensation from P according to Article 311a, paragraph 2 of the German Civil Code, as P could not transfer the television rights to V in the first place.[127]

b) The author's obligation of restraint is a secondary contractual obligation.[128] The author cannot leave the same work in exploitation with another exploiter during the validity of an existing contract. This obligation is directly regulated by the provisions of the Publishers Act, Article 2, paragraphs 1 and 39.

In the absence of a clear agreement, the composer's obligation of restraint arises from the principle of good faith under Article 242 of the German Civil Code.[129] The issue of the restraint obligation is primarily significant only when granting exclusive rights of use. If the author has only granted simple usage rights, they can permit the transfer of those rights to several exploiters.

Sometimes the exploiter is also subject to obligations of restraint under Article 242 of the German Civil Code, although this is rare; specifically, the author can require that their work is not disregarded in favor of another work.[130]

## 10. Obligations of the User (Exploiter) of a Musical Work

The obligation of reasonable remuneration means that the acquirer of the right of use is generally required to pay the composer an appropriate fee in exchange for the granting and use of the work's rights.[131] The DSM Directive and Article 11 of the German Copyright Act guarantee the musical work's author the right to receive reasonable remuneration.

Transposing such practices into the Georgian context would be beneficial, as it would eliminate the claims of author-performers who are members of copyright associations. The right to reasonable remuneration for the author exists even if there has been no economic benefit derived. All of this serves to protect authors and their rights and acts as a guarantee against the devaluation of their copyrights.[132]

---

126 *Schack.,* 1072.

127 file:///C:/Users/user/Downloads/Urheberrecht-4.pdf [15.06.2024].

128 BGHZ 94, 276, 280 – Inkasso Programm.

129 *Schack.,* 1073; *Dreier/Schulze/Schulze* Vor § 31, 42; *Rehbinder/Peukert*, 928.

130 *Dreier/Schulze/Schulze* Vor § 31, 45.

131 EuGH GRUR 2021, 95, 97 – SABAM; BVerfG GRUR 2010, 332, 333 – Filmurheberrecht; BGH ZUM 2010, 255, 258 – Literarischer Übersetzer IV; BGH GRUR 2009, 1148, 1150 – Talking to Addison.

132 BGH GRUR 2013, 717, 719 – Covermount; BGHZ 17, 266, 282.

According to Article 32 of the German Copyright Act, the request for reasonable remuneration by the copyright holder does not serve the purpose of remuneration for work but represents compensation for the granting of the right of use.[133]

Interestingly, in the licensing business, total acquisition contracts are considered unfair and immoral if authors are not involved in the exploitation of the work within the licensing chain. Compensation for copyright is not based on social aspects; it does not stem from the principles of social law.[134]

The obligation to exploit means that since the exploiter acquires the rights of use by entering into a contract with the author, they are generally interested in the musical work that will subsequently generate economic profit. However, the obligation to exploit is regulated solely by publishing legislation.

According to Article 2 of the first part of the German Publishing Act, the publisher is obliged to reproduce and distribute the work. If the obligation to exploit is not directly agreed upon, the exploiter is subject to the obligation of exploitation under Article 242 of the German Civil Code. If the exploiter fails to fulfill this obligation, the author has the right to revoke the rights of use under Articles 41 and 42 of the Copyright Act.

## 11. Specifics of Contracts for Future Musical Works

The author of a musical work may also hold rights of use for works that have not yet been created but are intended for future creation. This involves the authority to grant rights for the use of future works, which is specially regulated by Section 40 of the German Copyright Act.

To protect the author from unreasonable restrictions on their economic freedom, the legislator requires that any such obligations be set out in writing in the contract (§ 126, Paragraph 1 of the German Civil Code) as per Section 40, Paragraph 1, Sentence 1 of the Copyright Act. This formal requirement applies to contracts regarding the granting of rights for the use of future works, where the composer's obligations are not explicitly defined (Section 40, Paragraph 1, Sentence 1 of the Copyright Act).

Future musical works may only be defined by genre unless they are specified by individual title, sketch, or description, and only have general characteristics, e.g., classical music. If the author does not meet their obligations and fails to deliver, it breaks the terms of the contract. Ultimately, it makes no sense for the contracting party if they have signed a written agreement considering all legal points but still cannot exploit the work. No one can force a composer to create music; they can only be compelled to return the fee received for the creation of the work.

Both parties to the contract have the right to terminate it five years after its conclusion (Section 40, Paragraph 1, Sentence 2 of the Copyright Act). The right to terminate imposes an obligation for prior notice, specifically six months (Section 40, Paragraph 2, Sentence 1 of the Copyright Act). Other legal grounds for termination remain unchanged (Section 40, Paragraph 2, Sentence 2 of the Copyright

133 BVerfG ZUM 2011, 396; BGH GRUR 2009, 1148, 1154 – Talking to Addison.
134 OLG München ZUM-RD 2007, 166, 177; OLG München ZUM-RD 2007, 182, 190.

Act). If the author has not delivered the future work at the time of termination, the right of use reverts to the author. If the author has delivered the work before termination, the rights to the work continue to be in effect, even though the obligation has ended. In this case, the author has the right to receive compensation for the use of the work.[135] Section 40(1) of the German Copyright Act also applies to employment contracts to maintain its precautionary function. It is also relevant in contractual relationships involving representative contracts.[136]

In general, the right for the author of a musical work to enter into a contract for works to be created in the future is undoubtedly necessary, as creative composers do not have a reserve fund of works for sale. However, this still poses risks for the client, as the creation of a musical work is not like building a house; it is a creative process that can sometimes be associated with inspiration.

## 12. Rights to Unpublished Works Created by a Composer After Their Death

Any author who leaves behind unpublished musical works after their death can have those works published in accordance with Section 71, Paragraph 1, Sentence 1 of the German Copyright Act.[137] Additionally, it is important that the musical work subject to this regulation should not have been published yet, as stipulated in Section 6, Paragraph 2 of the Copyright Act, meaning copies should not have been offered to the public either in Germany or abroad.[138]

In this context, it is interesting to examine a well-known case: in 2002, V discovered an incomplete score of composer Antonio Vivaldi's opera "Motezuma" in the manuscript archive of the Sing-Akademie zu Berlin, which was founded in 1791. K, as the owner of the archive, made facsimile copies and sold one copy. B performed the opera. K believed that the work had not been published, and therefore he could decide the fate of the opera. The court rejected K's claim, determining that the distribution of sheets in the opera theater and their transfer to performers violated the composer's rights, even though the interested public had the opportunity to hear a different version performed at the original premiere of the opera in 1733.[139]

## 13. International Jurisdiction Regarding Copyright Infringement

The international jurisdiction of German courts is determined by the German International Civil Procedure Law (IZVR), as German courts have international jurisdiction and can apply foreign copyright laws in cases of legal conflicts. The principle of territoriality does not restrict the German court from applying necessary legislation.

The legal basis for the international jurisdiction of German courts is the Brussels Regulation (Brussels Ia Regulation) enacted on January 10, 2015. It is always applicable if the defendant resides

---

135 *Wandtke/Bullinger/Wandtke* § 40, 4; *Schack.,* 630; a. A. *Rehbinder/Peukert,* 1015. *Schricker/ Loewenheim/Rojahn* § 43, 44.

136 *Schack,* 1108.

137 *Wandtke/Bullinger/Thum* § 71, 9.

138 BGH GRUR 2009, 942, 943 – Montezuma; OLG Düsseldorf GRUR 2006, 673, 775 – Montezuma II.

139 BGH GRUR 2009, 942, 943 – Montezuma.

in the European Union.[140] The interpretation of the Brussels Regulation must be done independently, considering the same system and objectives of the member state concerned, to ensure uniform application across all other EU member states.[141] In addition to general jurisdiction, the Brussels Regulation also regulates specific local jurisdictions applicable in cases of copyright infringement.[142] It exists in any place where copyright is violated; it is sufficient for the plaintiff to prove that their rights have indeed been infringed, with no other extenuating circumstances.[143]

Interestingly, in the case of claiming "fair compensation" for damages incurred from reproduction for private use, local jurisdiction of the court applies. In interpreting Article 7, Paragraph 2 of the Brussels Regulation, the ECJ suggests that individuals whose personal rights have been violated can claim damages from the courts of the EU member states where their interests have been infringed. Typically, the determination of an individual's center of interests is based on their residence. Other indicators may also exist, such as the conduct of professional activities in another state. For legal entities, the center of interests may lie beyond normative locations, particularly if their economic activities are conducted in another state.[144]

If the defendant is a resident of Switzerland, Norway, or Iceland, the Lugano Convention (LugÜ) applies.[145] If the defendant is not a resident of an EU member state and the Lugano Convention does not apply, jurisdiction is regulated by national civil procedural legislation.

Considering ECJ case law, in applying Section 32 of the Civil Procedure Code, the Federal Court of Justice no longer requires that access to the infringing website be available in Germany, as was previously the case. It is sufficient that the rights are protected in Germany and the website is publicly accessible there. According to the meaning of Section 32, the place of the tort must also be confirmed in Germany.[146]

It is noteworthy that the application of the Rome Regulation is excluded in cases of personal rights infringement. According to German law, claims related to personal rights infringement must arise from the introductory provisions of Section 40, Sentence 1 of the German Civil Code (EGBGB).[147]

This section has provided significant assistance in drawing procedural conclusions within the framework of the systematic research project.

---

140 BGH GRUR 2022, 1812, 1816 – DNS-Sperre; BGH GRUR 2016, 1048, 1049 – An Evening with Marlene Dietrich; Picht/Koop GRUR Int. 2016, 232.

141 EuGH NJW 2021, 144, 146 – Wikingerhof/Booking.com.

142 EuGH GRUR 2009, 753, 755 – Falco Privatstiftung u. a./Weller Lindhorst; OLG Köln GRUR Int. 2009, 1048 (Art. 5 Nr. 5 EuGVVO).

143 BGH GRUR 2007, 871, 872 – Wagenfeld-Leuchte; BGH GRUR 2005, 431 – Hotel Maritime.

144 EuGH NJW 2017, 3433, 3435 – Bolagsupplysningen; EuGH EuZW 2011, 962, 49 – eDate Advertising.

145 BGH GRUR 2022, 1327, 1328 – uploaded III.

146 BGH GRUR 2018, 642, 643 – Internetforum; BGH GRUR 2016, 1048 Rn. 18 – An Evening with Marlene Dietrich.

147 BGH NJW 2018, 2324, 2326 – Suchmaschine.

## 14. Compulsory Enforcement

Despite the court's ruling, if the defendant refuses to voluntarily comply with the court's decision, the plaintiff can initiate compulsory enforcement. Thus, the legal dispute between the defendant and the plaintiff continues in the context of matters related to compulsory enforcement.

The law on compulsory enforcement is governed by Sections 704 ff. of the German Civil Procedure Code (ZPO). At this stage of the procedure, the parties are no longer referred to as the plaintiff and the defendant; instead, they are referred to as the creditor and the debtor. The court can impose penalties, including imprisonment, in accordance with Section 888 of the German Civil Procedure Code, if there is reasonable suspicion.[148]

When enforcing rights protected by copyright law, the general provisions of compulsory enforcement derive from Section 704 of the German Civil Procedure Code, which fully applies unless otherwise specified in Sections 113 to 119 of the Copyright Act (Section 112). The first sentence of Section 113 of the German Copyright Act establishes a high standard for the compulsory enforcement of monetary claims related to copyright.[149]

It is important that the court's decision is enforceable, as this not only ensures the proper protection of the rights of the copyright holder but also serves as a preventive measure against violations of the composer's copyright.

## 15. Conclusion

The rights of the author of a musical work within contractual relationships and the international legal mechanisms governing these rights have proven to be quite problematic issues, affirming their relevance. This study has addressed a broad spectrum of issues surrounding the rights of musical work authors, focusing on the concept, nature, and significance of author's rights; the processing, editing, and free use of musical works; the author's position in employment relationships; the boundary between quasi-employed musical work authors and contracting entities; the mandatory work to be performed by composers within employment contracts; ownership rights concerning works created by composers under labor contracts; advantages of labor versus service contracts; peculiarities in determining salaries, compensation, and remuneration for composers; moral rights of authors in service and labor relations; collective agreements with musical work authors and their specific regulations; peculiarities of contracts when acquiring author's rights in digital form; the role of supervisory bodies in German practice and their scope of activities; the German Arbitration Council's jurisdiction in resolving copyright disputes and its Georgian alternatives; the uses of copyright in contracts; obligations of users (exploiters) of musical works; peculiarities of contracts for future author's rights; rights of composers regarding unpublished works discovered posthumously; international jurisdiction concerning copyright infringement; and issues of enforcement.

---

148 OLG Celle ZUM-RD 2013, 119, 121.

149 *Skauradszun,* 34.

The research methods employed in the creation of this paper have led to the following conclusions:

**Historical-Legal**: The application of this method revealed that under German property law, employees are not owners of the physical objects they produce. According to Section 950 of the German Civil Code, the employer acquires ownership of the work performed during the execution of the task. If a private law contract exists between the author and the employer, making the author not only the intellectual property owner but also the producer, then they would be considered the property owner.

Under the old version of the German Copyright Act (UrhG), Article 32 established that the remuneration paid to a composer for the repeated use of their musical work could not be equated to a salary. The composer receives a salary for creating the work, while the established fee for its use is one manifestation of copyright protection and is unrelated to service or labor contracts.

**Documentary**: The specialized legislation, literature, and analytical materials studied in the research indicated that it is essential to uphold the principles of equality and good faith between the employer and the employee in labor relations. Equality between the employer and employee should not exempt the composer from obligations, nor should it place undue burdens on the employer, including the author's expectation of when inspiration might strike. A labor contract based on equality should ensure the employee is compensated according to the work performed while freeing the employer from certain constraints, allowing for unlimited creativity in producing artistic works such as musical compositions. If the work cannot be completed within a specified timeframe set by the employer, the employee should be obligated to notify the employer in advance, stemming from the principle of good faith.

**Comparative-Legal**: Through this research method, readers learned that Germany has a supervisory body, the Patent and Trademark Office (DPMA), which operates in the public interest. It should be noted that, similar to Germany, the establishment of a regulatory body in Georgia would be beneficial, meeting the demands of author-performers within the copyright association and addressing questions regarding transparency.

It is also noteworthy that hybrid works, such as video games that include music, are not covered under the protection of computer programs.

Sales of electronic goods differ from the sale of physical goods by incorporating personal data during the use of digital content, as outlined by the DID Directive. This represents a novelty in private law. This means that when utilizing digital content, such as downloading music electronically, personal data of users must be recorded, including their name, email address, age, and gender.

**Descriptive**: Based on the research method, it was determined that a labor relationship should be assumed between the employee and employer if the provision of services by the employee in exchange for corresponding remuneration constitutes a legal relationship established by a labor contract and is not of a one-off nature. If a one-time order is present, it may fall under a service contract framework.

It is unacceptable for an employee composer to alter their work in a manner that ultimately distorts it. The employer should have the right to implement changes, but the scope of such changes must be determined by the principle of good faith, as derived from Section 39(2) of the German

Copyright Act. According to German legislation, while the employer may suggest modifications to the composer, the final decision remains with the author of the musical work.

**Systemic**: The application of this research method has significantly aided in establishing the position that authors have the right to reasonable compensation even in the absence of economic gain. This serves to protect authors and their rights and acts as a safeguard against the devaluation of their copyright.

"Free works" created by composers, which are not commissioned by anyone and have no connection to labor or other contractual relationships, are not required to be made available to the employer or any other client. They have no obligation even to publish such works.

Regardless of whether a composer is funded by a specific employer, they cannot be compelled to disclose or present any works created throughout their creative life to the employer. There are certain intimate moments between the creator and their creation, and persistent demands for disclosure are entirely unacceptable.

**Bibliography:**

1. Bern Convention on the Protection of Literary and Artistic Works, 16/05/1995.
2. European Convention on Human Rights, 4/11/1950.
3. Constitution of Georgia, 24/08/1995.
4. Civil Code of Georgia, 26/06/1997.
5. Civil Procedure Code of Georgia, 14/11/1997.
6. Law of Georgia on Copyright and Related Rights, 22/06/1999.
7. Law of Georgia on Freedom of Speech and Expression, 24/06/2004.
8. *Akhmeteli M.,* Revaz Laghidze, "Soviet Art," 1976, No. 7, 3 (in Georgian).
9. *Babunashvili Z., Nozadze T.,* The Tomb of the Mamulishvili Family, Tbilisi, 1994, 212 (in Georgian).
10. *Gabunia D., Takhtakishvili G.,* International Copyright Law, Vol. I, National Center for Intellectual Property of Georgia (Sakpatenti), 2016, 4-15 (in Georgian).
11. *Gelovani A.,* Georgian Soviet Encyclopedia,Vol. 2, Tbilisi, 1977, 512 (in Georgian).
12. *Donadze L.,* Georgian Soviet Encyclopedia,Vol. 10, Tbilisi, 1986, 214 (in Georgian).
13. Encyclopedia of Georgia, Vol. 2, Tbilisi, 2012, 167 (in Georgian).
14. *Iashvili M.,* Archil Kereselidze, Tbilisi, 1977, 22 (in Georgian).
15. *Ninikashvili K.,* Georgian Soviet Encyclopedia, Vol. 9, Tbilisi, 1985, 636 (in Georgian).
16. *Toradze G.,* Georgian Soviet Encyclopedia, Vol. 5, Tbilisi, 1980, p. 475.
17. Encyclopedic Lexicon of Georgian Music, Tbilisi, 2015, 316, 319 (in Georgian).
18. Georgian Soviet Encyclopedia, Vol. 11, Tbilisi, 1987, 165 (in Georgian).
19. Georgian Soviet Encyclopedia, Vol. 5, Tbilisi, 1980, 452 (in Georgian).
20. Georgian Soviet Encyclopedia, Vol. 6, Tbilisi, 1983, 146-147 (in Georgian).
21. *Dzhamukashvili D.,* Intellectual Property Law, 2nd Edition, Tbilisi, 2006 (in Georgian).
22. *Tserodze E.,* Bidzina Kvernadze, Tbilisi, 2021, 275 (in Georgian).
23. *Tsulukidze A.,* Georgian Soviet Encyclopedia, Vol. 1, Tbilisi, 1975 (in Georgian).
24. *Jorbenadze S.,* Ilia Chavchavadze and Literary Property, Tbilisi, 2017 (in Georgian).
25. AG München ZUM 2010, 545, 546.
26. Ausfühlich zu den Risiken für den "freien Mitarbeiter", siehe BAG NJW 2020, 170, 172.

27. Ausführlich zum Stand des Arbeitnehmerurheberrechts: Klass GRUR 2019, 1103.
28. BAG AfP 2007, 285, 287.
29. BAG GRUR 1961, 491, 492.
30. BAG NJW 2021, 1114, 1115.
31. BAG NJW 2020, 170, 171, 3802, 3803.
32. BAG NJW 2019, 3016, 3018.
33. BAG ZUM 2014, 63, 65.
34. BAG NJW 2012, 2903, 2904,13.
35. BAG NJW 2010, 2455, 2456.
36. BAG ZUM 2009, 883, 887.
37. BAG ZUM 2007, 507, 508.
38. Berger/Wündisch/Wündisch a, A., § 15, 38.
39. BGH GRUR 2022, 1327, 1328, 1441,1443, 1812, 1816, 899, 903.
40. BGH GRUR 2020, 1191, 1193, 591, 598.
41. BGH GRUR 2018, 642, 643, 234, 2326.
42. BGH GRUR 2016, 1048, 1049, 360, 362.
43. BGH GRUR 2015, 1189, 1194 .
44. BGH GRUR 2014, 65, 70.
45. BGH GRUR 2013, 717, 719, 818, 819.
46. BGH GRUR 2009, 1148, 1149-154, 942, 943, 946, 947.
47. BGH GRUR 2007, 871, 872.
48. BGH GRUR 2005, 431.
49. BGH GRUR 1988, 811
50. BGH GRUR 1981, 267.
51. BGH GRUR 1974, 480, 483.
52. BGH GRUR 1952, 257, 258.
53. BGH NJW 2019, 3016, 3018.
54. BGH ZUM 2019, 518.
55. BGH ZUM 2010, 255, 258.
56. BGHZ 112, 243, 247.
57. BGHZ 17, 266, 282.
58. BGHZ 20, 159, 163.
59. BGHZ 94, 276, 280.
60. BHG GRUR 2022, 899, 902.
61. BT-Drs. 19/27653, 81.
62. BT-Drucks. 18/12329, 31.
63. BVerfG GRUR 2010, 332, 333.
64. BVerfG NJW 2018, 2542, 2543.
65. BVerfG ZUM 2011, 396.
66. BVerwG GRUR-Prax 2020, 517.
67. Däubler/Hjort/Hummel/Wolmerath/Ulrici § 43, 21.
68. Dreier/Peifer/Specht/Staats, FS für Gernot Schulze, 331.
69. Dreier/Schulze/Dreier § 43, 12.

70. Dreier/Schulze/Schulze Vor § 31, 42, 45.
71. Ebenso Konertz ZUM 2020. 929, 937.
72. ebenso Peifer GRUR 2022, 967,970.
73. EGMR NJW 2020, 141.
74. EuGH EuZW 2011, 962, 49.
75. EuGH EuZW 2010, 268, 269.
76. EuGH GRUR 2023, 577, 582.
77. EuGH GRUR 2021, 95, 97.
78. EuGH GRUR 2020, 186, 187.
79. EuGH GRUR 2019, 1286, 1289.
80. EuGH GRUR 2009, 753, 755.
81. EuGH NJW 2021, 144, 146.
82. EuGH NJW 2019, 748.
83. EuGH NJW 2017, 3433, 3435.
84. Fromm/Nordemann/Norde- v. Olenhusen ZUM 2010, 474, 479.
85. Grundlegend VGH Baden-Württemberg ZUM 2018, 211, 220.
86. Gülker CR 2021, 66, 67.
87. Klass, GRUR 2019, 1103, 1105, 1109.
88. Konertz ZUM 2020, 929, 936.
89. LAG Baden-Würtemberg NZA-RR 2020, 124, 127.
90. Leuze § 5, 62.
91. LG Berlin GRUR-RR 2022, 216, 221.
92. LSG Baden-Würtemberg ZUM-RD 2012, 425.
93. LSG Baden-Württenberg ZUM 2012, 612, 617.
94. mann,A.,Urheberrecht, § 43, 58; widersprüchlich Rn. 59, 60.
95. MünHandb/ArbR Bayreuther § 91, 2.
96. OLG Celle ZUM-RD 2013, 119, 121.
97. OLG Düsseldorf GRUR 2006, 673, 775.
98. OLG Düsseldorf ZUM-RD 2009, 63, 65, 66.
99. OLG Karlsruhe GRUR-RR 2013, 424, 425.
100. OLG Köln GRUR Int. 2009, 1048 (Art. 5 Nr. 5 EuGVVO).
101. OLG München MMR 2021, 71, 73.
102. OLG München ZUM-RD 2007, 166, 177, 182, 190.
103. Peukert, Urheberrecht, Rn. 923; v. Olenhusen ZUM 2010, 474, 476.
104. Picht/Koop GRUR Int. 2016, 232.
105. Rehbinder/Peukert a. A., 941, 1015.
106. RGZ 110, 394.
107. Schack GRUR 2021, 904, 906;
108. Schricker/Loewenheim/Rojahn § 43, 44, 47, 63.
109. Schulze ZEuP 2019, 695, 701, 705.
110. Schunke ZUM 2020, 447, 451.
111. Schwab Anhang § 1, 89, 91.
112. So aber Hertin GRUR 2011, 1065, 1067.

113. So auch Sorge,119.
114. Spindler/Sein MMR 2019, 488, 490.
115. Staudemayer ZEuP 2019, 663, 676, 710.
116. Ulmer-Eifort/Obergfell/Ulmer-Eilfort, Verlagsrecht E1 429.
117. von Olenhusen ZUM 2009, 889.
118. Wandtke GRUR 1999, 390.
119. Wandtke GRUR 2015, 831.
120. Wandtke GRUR 2015, 831.
121. Wandtke/Bullinger/Grützmacher § 69b, 1 m. w. N.
122. Wandtke/Bullinger/Thum § 71, 9.
123. Wandtke/Bullinger/Wandtke § 40, 4.
124. Wandtke/Bullinger/Wandtke § 43, 18, 137.
125. Wandtke/Leidl GRUR 2021, 447, 448.
126. Wandtke/Ostendorff ZUM 2021, 26, 28.
127. Композиторы и музыковеды грузии. – тб., 1984, 90.
128. http://gurambzvaneli.blogspot.com/ [10.06.2024].
129. http://www.nplg.gov.ge/bios/ka/00002538 [10.06.2024].
130. http://www.nplg.gov.ge/bios/ka/00007041 [10.06.2024].
131. http://www.nplg.gov.ge/emigrants/ka/00000408 [10.06.2024].
132. https://ka.wikipedia.org/wiki/%E1%83%92%E1%83%98%E1%83%%E1%83%A7%E1%83%%E1%83%9C%E1%83%A9%E1%83%94%E1%83%9A%E1%83%98[13.06.2024].
133. https://ka.wikipedia.org/wiki/%E1%83%9C%E1%83%98%E1%83%9C%E1%83%9D_%E1%83%A5%E1%83%90%E1%83%97%E1%83%90%E1%83%9B%E1%83%90%E1%83%AB%E1%83%94 [10.06.2024].
134. https://ka.wikipedia.org/wiki/%E1%83%9E%E1%83%90%E1%83%90%E1%83%A2%E1%83%90_%E1%83%91%E1%83%A3%E1%83%A0%E1%83%AD%E1%83%A3%E1%83%9A%E1%83%90%E1%83%AB%E1%83%94 [10.06.2024].
135. https://ka.wikipedia.org/wiki/%E1%83%A1%E1%83%9D%E1%83%A4%E1%83%9D_%E1%83%9C%E1%83%98%E1%83%9F%E1%83%90%E1%83%A0%E1%83%90%E1%83%AB%E1%83%94 [10.06.2024].
136. https://www.youtube.com/results?search_query=%E1%83%95%E1%83%90%E1%83%96%E1%83%9D+%E1%83%9A%E1%83%90%E1%83%9B%E1%83%90%E1%83%96%E1%83%9D [10.06.2024].
137. https://www.youtube.com/results?search_query=%E1%83%9D%E1%83%9E%E1%83%94%E1%83%A0%E1%83%90+%E1%83%A4%E1%83%90%E1%83%9C%E1%83%A2%E1%83%90%E1%83%96%E1%83%98%E1%83%90+%E1%83%91%E1%83%90%E1%83%A0%E1%83%91%E1%83%90%E1%83%9A%E1%83%94 [10.06.2024].
138. https://www.youtube.com/watch?v=2VZUdtSWMgI [10.06.2024].
139. https://www.youtube.com/watch?v=ciFCUFRkLOA [14.06.2024].
140. https://www.youtube.com/watch?v=CLd0m7az0e8 [10.06.2024].
141. https://www.youtube.com/watch?v=Do17LTb0keQ [14.06.2024].
142. https://www.youtube.com/watch?v=DwC8IzMW6iw [10.06.2024].
143. https://www.youtube.com/watch?v=F-vO3hKCCFg [13.06.2024].

144. https://www.youtube.com/watch?v=gex5P64vIfs [10.06.2024]
145. https://www.youtube.com/watch?v=LmoGuDDGpHo [10.06.2024].
146. https://www.youtube.com/watch?v=ojxgNAJZAuc [12.06.2024]
147. https://www.youtube.com/watch?v=OPKl-zBBGhc [10.06.2024].
148. https://www.youtube.com/watch?v=PLKHSGK068I [10.06.2024].
149. https://www.youtube.com/watch?v=qmrlK7q9tx8 [10.06.2024]
150. https://www.youtube.com/watch?v=RB2cbzdZywk [10.06.2024].
151. https://www.youtube.com/watch?v=SA7OInsbA3o [14.06.2024].
152. https://www.youtube.com/watch?v=VqrPhJ6z3ZY [14.06.2024].
153. https://www.youtube.com/watch?v=vr6Cfyq8kEE [10.06.2024].
154. https://www.youtube.com/watch?v=VTgQZwhEufI [10.06.2024].
155. https://www.youtube.com/watch?v=w9Bf5FLh7oY [10.06.2024].
156. https://www.youtube.com/watch?v=WnlZ3Dn6FsQ [10.06.2024].
157. https://www.youtube.com/watch?v=ZVQcahJ_ovA> [14.06.2024].