

ALAI CONGRESS 2022- ESTORIL, PORTUGAL

QUESTIONNAIRE

GREECE

PANEL I-PERFORMER'S RIGHTS

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1. Performers are considered those that perform by any way an intellectual work. A non-exhaustive list is given by the law, including actors, singers, musicians, dancers, chorus members, puppeteers, acrobats, circus performers. There are no distinctions, as for example between featured and non-featured performers. It is clarified that stooges are not actors, therefore they are not considered performers.

2. Yes, all types of performers enjoy neighboring rights protection.

3. No, the law does not distinguish between featured and non-featured performers.

4. Yes, all rights referred are attributed, except the direct injection which is neither mentioned in the law, nor met in practice (at least yet).

4.II.I. There is also a right to remuneration due to the private copying exception.

4.III. Yes, there are moral rights attributed. These are: the right to claim authorship and the right to object to any distortion, mutilation, or any form of alteration of their performances.

5. Statutory rights.

6. Remuneration rights are: the broadcasting/communication to the public/ public performance of their legally fixed performances, both audio and audiovisual ones. All other rights are exclusive.

7. The private copying exception/limitation generates remuneration.

8. All performers' rights are non-transferable and non-waivable. They may only be licensed and each licensed act of use has to be remunerated by a specific remuneration. Performers' rights' management and protection may be entrusted to a collecting society (the exclusive ones on a voluntary basis, the remuneration ones obligatorily).

9. No, there are no legal presumptions of transfer. The only presumption existing is in case of a labor contract, where it is presumed that the performer is licensing (and NOT transferring) all rights/acts of exploitation falling into the scope of the labor contract. But the labor contracts are not at all the rule in the audiovisual productions. Actors performing in films, tv series and in entertainment in general are contracted as self-employed, the only exception being when they perform at a theatrical plays, where they have to be contacted under a labor law contract.

10. All performers' rights, including the remuneration ones are unwaivable and inalienable (including the broadcasting/communication to the public/public performance and the remuneration provided statutorily when the rental right has been licensed).

11. There is no presumption of transfer of rights, therefore no compensation 'in exchange'.
12. Streaming is considered to be an on-demand, therefore making available, formulated as an exclusive right.
13. All persons contributing to the work and its performance must authorize the act of streaming, i.e. authors', performers', producers' authorization is needed.
14. Please see the Observatory of Piracy : www.opi.gr
15. All information is considered to be non-disclosed information.
16. Performers of audio works receive remuneration in a percentage form in case of communication to the public/broadcasting/public performance of their fixed performances via their collecting society. Streaming (i.e. making available to the public), being an exclusive right is licensed by the performer through an individual contract with no remuneration at all, but under the same payment due for his/her session performance. Unfortunately, when it comes to exclusive rights, buy-out contracts are the absolute norm and performers have no power at all to change this norm.
17. No minimum amounts due, no other economic benefits. Except the existing statutory protection concerning the remuneration paid by the user to the Collecting societies for the communication to the public/broadcasting/public performance of fixed performances rights, when it comes to individual contracts, performers are forced to license all their rights with no remuneration at all, just getting their session performance fee (which is actually a lump sum fee for their rendered performance services).
18. No, not at all, UGC platforms do not contribute to such compensation schemes.
19. Greece has signed the Beijing Treaty on 2013, but not ratified it yet. Please note though, that audiovisual performers in Greece enjoy of a larger than the one attributed by the Beijing Treaty, protection of their rights.
20. All remuneration rights i.e. rights of broadcasting/communication to the public/public performance of their fixed performances, remuneration for rental right (if licensed) and remuneration for private copying exception/limitation fall under obligatory collective management.
21. DIONYSOS for actors, ERATO for signers, APOLLON for musicians represent performers in Greece.
22. Yes, these CMOS comply with transparency principles.
23. Performers' collecting societies are quite small not-for profit associations founded and managed by their members, with little human and economic resources. It is a question of accounting, but in general, yes, they can give information on the collection of remunerations per type of right/use (of the 3 major collecting sources roughly, i.e. broadcasting - public performance - private copying) if asked by their members/ right holders.
24. The litigation for performers' rights is high.
25. Yes, many Court Decisions, covering a vast range of issues, as remuneration for public performance, making available right, scope of licensing contract, prescription of rights, moral rights.

26. Yes, the principle of national treatment applies to all foreigner performers.

27. Yes, "appropriate and proportionate remuneration" provisions are provided in art. 32, 46, 49 of the main Copyright Act 2121/1993 and art. 22 of Law 4481/2017 on collective managements et alia.

28. As a rule, yes, CMO's mandates are exclusive, but our law is fully in compliance with Directive 2014/26 which means that right holders may appoint any CMO (having the relevant scope of activity) of their choice, irrespective of nationality/residence etc., and they may choose which categories of rights/types of works, for which territories they wish to be managed respectively.

29. Yes, our Copyright Act provides of such.

30. Please note that Greece has not implemented Directive 790/2019 yet, but such adjustment mechanisms are provided by general civil law rules.