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## **Creative Commons Licenses within the Czech Legal System**

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# Legal Aspects of Creative Commons Licenses within the Czech legal order

3rd Seminar about the Access to  
„Grey Literature“

*8. 12. 2010, Brno*

Tento projekt je spolufinancován Evropským sociálním fondem a státním rozpočtem České republiky.



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# OVERVIEW OF THE PRESENTATION



- **CC Licenses in the Czech Republic**
  - Legal background
  - Translation and implementation of the CC Licenses
- **Identification of the related legal issues**
  - The issues regarding the licensing of the works
  - Employee work, works for contract
- **Possible approaches to CC licensing**
  - „Gung ho“ approach
  - „Informed author“ approach
  - „Institutional“ approach



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# CC LICENSES IN THE CZECH REPUBLIC

## 6 | License Agreement with an indeterminate circle of persons



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### Sec. 46 of the Czech Copyright Act

(5) An offer to enter into an agreement is involved even in the cases where the **declaration of will is addressed to an indeterminate circle of persons**.

(6) With respect to the content of the proposal or to the practice introduced between the parties, or with respect to the generally established practice, the person to whom the offer to enter into an agreement is addressed may **express his consent with the offer by carrying out an act** without notifying it to the offering party, such an act being based on the offered agreement including, but not limited to the provision or acceptance of a discharge.



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# IDENTIFICATION OF THE RELATED LEGAL ISSUES





- **Exclusive licenses**
- **Employee works**
- **Works contracts**
- ... etc. ...



## Sec. 47 of the Czech Copyright Act

(1) A licence may be granted as an **exclusive licence** or a non-exclusive licence, unless otherwise provided in a special legal regulation. Unless otherwise follows from the agreement, it shall be deemed that the licence is non-exclusive.

(2) In the case of an exclusive licence, **the author may not grant the licence to any third party** and shall, unless agreed otherwise, refrain from exercising the right to use the work in the same way to which he granted the licence.



## Sec. 58 of the Czech Copyright Act

(1) Unless otherwise agreed, the author's economic rights to a work created by the author in fulfilling his duties arising from the employment or civil service contract with the employer or from an employment relationship between a cooperative and its member (hereinafter referred to as employee work) **shall be exercised by the employer in his own name and on his own account.** The employer may only assign the exercise of the right pursuant to this paragraph to a third party with the author's consent, unless this occurs when an undertaking or any part thereof is being sold.



## Sec. 61 of the Czech Copyright Act

(1) If a work is created by the author on the basis of a contract for work (a work created to order), then, unless otherwise agreed, it shall be deemed that **the author has granted a licence for the purpose following from the contract**. Unless otherwise provided in this Act, the customer may only use the work beyond such a purpose on the basis of a licence agreement.



- **Exclusive licenses**
  - **Employee works**
  - **Works contracts**
- ... etc. ...**



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# POSSIBLE APPROACHES TO CC LICENSING



- **„Gung ho“ Approach**  
(Example: [creativecommons.cz](https://creativecommons.cz))
- **„Informed Author“ Approach**  
(Example: [commons.wikimedia.org](https://commons.wikimedia.org))
- **„Institutional“ Approach**  
(Example: [thesis.cz](https://thesis.cz))



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# SUMMARY OF THE PRESENTATION





- **Creative Commons licenses in the Czech Republic**
- **Legal issues**
- **Possible approaches to CC licensing**



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# Thank you for your attention!

Time for a discussion ...

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