140 YEARS LATER, LOOKING AHEAD

WHOSE RIGHT IS COPYRIGHT?

OWNERSHIP AND TRANSFER OF COPYRIGHT AND RELATED RIGHTS

October 9-11, 2025

Opatija, Croatia

QUESTIONNAIRE

Introduction:

This questionnaire is based on the Congress program and follows its structure:

- *Day 1 – Discussion of principles of copyright ownership*
- *Day 2 – The practical implementation of these principles*

The first day – and therefore the first part of the questionnaire – is divided into three sections corresponding to Sessions 2, 3 & 4 of the Congress program:

- *1 – Original ownership (To whom are copyright and neighbouring rights attributed?)*
- *2 – Transfer of Ownership (How are rights granted or transmitted?)*
- *3 –What corrective measures, subsequent to transfers of rights, do laws accord authors or performers in view of their status as weaker parties?*

The second day focuses on the practical implementation of these rights, particularly in relation to the question of streaming (Session 5).

Each reply to these questions should indicate if the answer is the same or different (if so, how) with respect to neighbouring rights compared with authors' rights.

I. INITIAL OWNERSHIP [SESSION 2]

A. To whom does your country's law vest initial ownership? (Please indicate all that apply.)

1 — The author (human creator) of the work

a. Does your country's law define who is an author?
According to Article 2 of the Korean Copyright Act, an author is defined as the individual who creates a work.

b. For joint works (works on which more than one creator has collaborated), does your law define joint authorship? What is the scope of each co-author's ownership? (may joint authors exploit separately, or only under common accord)?
According to Article 2(xxi) of the Korean Copyright Act, a joint work refers to a work created by two or more people, where the individual contributions cannot be separately exploited.
In other words, where multiple authors jointly produce a single work and their respective contributions are so inseparably interwoven that they cannot be individually exploited, the resulting work is regarded as a joint authorship. In the absence of specific provisions under the Copyright Act, the co-ownership of such joint works is governed by the relevant provisions of the Civil Code. Pursuant to the Civil Code, and unless otherwise stipulated by agreement, co-owners are presumed to hold equal shares in the jointly created work.
With respect to moral rights, no individual author may exercise such rights unilaterally; their exercise requires the unanimous consent of all joint authors. Similarly, the exercise of economic rights in a joint work necessitates the agreement of all co-owners. A co-owner may not transfer their share or use it as collateral without the consent of the other co-owners. Accordingly, absent any special circumstances, a transfer of rights in a joint work by one co-owner without the consent of the others shall be considered legally invalid.

2 — Employers

a. Under what conditions, e.g., formal employment agreement, in writing and signed? Creation of the work within the scope of employment?
For a work to qualify as a 'work made for hire,' it must meet the following requirements set forth in the Copyright Act.
First, the legal entity, organization, or other employer must have planned the creation of the work (Art. 2(31)). This "planning" by the employer means that the employer conceived the creation of the work based on a specific intention and instructed the employee to carry out its production accordingly.

Second, the work must be created in the course of performing duties by a person engaged in the work of the legal entity or organization (Art. 2(31)). This requires not only a substantial relationship of supervision and control but also that the person be in an actual employment relationship with the entity; the existence of the employment relationship is interpreted narrowly.
Third, the work must be published under the name of the legal entity or organization (Art. 9). The term "published" also includes situations where publication is planned.
Fourth, there must be no contrary provision in a contract or employment rules. Even if a work qualifies as a work made for hire, if there is a contract or employment regulation stating that the creator shall be recognized as the author, then the organization or entity will not be deemed the author.
In addition, there is no requirement that the conditions for a work made for hire be in writing.

3 — Commissioning parties

a. All commissioned works, or limited to certain categories?

b. Under what conditions, e.g., commissioning agreement, in writing and signed by both parties?

There are no specific requirements stipulated in the Korean Copyright Act for a commissioned work to qualify as such. Therefore, a commissioned work is established based on a private agreement between the parties, and there is no legally prescribed format for the contract.

4 — The person or entity who takes the initiative of the work's creation (e.g. Producers; publishers) of certain kinds of works, e.g., audiovisual works; collective works

a. scope of ownership of, e.g. all rights, or rights only as to certain exploitations; what rights do contributors to such works retain?
As for audiovisual works, the person or entity who takes the initiative in creating the work holds the rights necessary for its exploitation. These rights originate from those who have made creative contributions to the production, including performers (Art. 100).
The rights necessary for the exploitation of an audiovisual work include the rights to reproduction, distribution, public performance, broadcasting, interactive transmission, and related uses(Art. 101(1)). These rights are transferred to the producer of the audiovisual work by individuals who have agreed to participate in its production. The producer who receives these rights may further transfer them or establish a pledge on them.

In the case of performers, the rights transferred to the producer include the rights to reproduce, distribute, broadcast, or transmit the cinematographic work interactively. These rights may also be further transferred or pledged(Art. 101(2)).

5 — Other instances of initial ownership vested in a person or entity other than the actual human creator? (Other than 6, below.)

Under Korean copyright law, works made for hire and audiovisual works are the cases where copyright ownership may initially vest in a person or entity other than the actual human creator.

6 — If your country's law recognizes copyright in AI-generated works, who is vested with original ownership? (e.g., the person providing the prompts to request an output? The creator of the LLM model and/or training data? someone else?)

Korean law has not yet recognized copyright protection for AI-generated works. This matter remains under active discussion. However, if the output is edited or creative elements are added to it, copyright may be granted for the creative parts—similar to how it is recognized for compilation works or derivative works, in favor of the person who added the creativity.

[b. For presumptions of transfers, see II (transfers of ownership, below)]

B. Private international law consequences

1 — To what country's law do your country's courts (or legislature) look to determine initial ownership: Country of origin? Country with the greatest connections to the work and the author(s)? Country(ies) for which protection is claimed?

Korea faithfully adheres to the Berne Convention. Accordingly, when determining the initial ownership of rights, it follows the principle of applying the law of the country where protection is sought, in accordance with Articles 5(2) and 14*bis*(2)(a) of the Berne Convention.

For example, when Korean film producers enter into production contracts with U.S. counterparts, Korea does not treat audiovisual works as 'works made for hire'. Instead, it applies the 'presumption of transfer' provisions under Korean copyright law.

II. TRANSFERS OF OWNERSHIP [SESSION 3]

A. Inalienability

1 — Moral rights

a. Can these be granted to the grantee of economic rights? To a society for the collective management of authors' rights?
Under the Korean Copyright Act, moral rights are inalienable and cannot be transferred to the assignee of economic rights, nor can they be assigned to a collective management organization.

b. May the author contractually waive moral rights?
While authors cannot contractually waive their moral rights under the Korean Copyright Act, a similar effect may be attained through an agreement not to exercise them.

2 — Economic rights

a. May economic rights be assigned (as opposed to licensed)? May an author contractually waive economic rights?
Under Article 45 of the Korean Copyright Act, economic rights may be transferred in whole or in part. Since the Act contains no provision prohibiting the waiver of economic rights by contract, such a waiver is also considered valid, provided it does not fall under any grounds for nullity under the Civil Act.
Under the Civil Act, grounds for nullity include legal acts by persons with limited (or no) capacity, acts that violate mandatory provisions, unfair legal acts, declarations of intent that do not reflect the true intention, fictitious declarations, and acts of unauthorized representation.

b. Limitations on transfers of particular economic rights, e.g., new forms of exploitation unknown at the time of the conclusion of the contract.
The Copyright Act imposes no limitations on the transfer of economic rights, except in the case of derivative rights. When an author's economic rights are wholly assigned, the right to produce and use derivative works under Article 22 is presumed not to be included in the transfer, unless otherwise stipulated.
Therefore, once an economic right—other than derivative rights—has been transferred, it is interpreted to include even new forms of

exploitation that were not known at the time the contract was concluded.

B. Transfers by operation of law

1 — Presumptions of transfer:

a. to what categories of works do these presumptions apply?
Audiovisual works are one type of work to which the presumption of rights transfer applies.

b. are they rebuttable? What must be shown to prove that the presumption applies (or has been rebutted)?
This presumption is rebuttable. While the law does not set out specific provisions regarding rebuttal evidence, the burden of proof rests with the author or performer who claims not to have transferred their rights to the film producer. This is typically demonstrated through the text of the agreement with the producer.

c. Scope of the transfer: all rights? Rights only as to certain forms of exploitation?
The rights to be transferred from the authors of an audiovisual work to a film producer include the rights to reproduce, distribute, publicly perform, broadcast, interactively transmit, and more(Art. 101(1)).
The rights to be transferred from a performer to a film producer include the rights to reproduce, distribute, broadcast, and interactively transmit the audiovisual work(Art. 101(2)).

d. Conditions for application of the presumption (e.g. a written audiovisual work production contract; provision for fair remuneration for the rights transferred)?
For the presumption to apply, neither a written contract nor a fair compensation provision is required. It is presumed that the rights have been transferred as long as the requirements set forth in Article 100(1) of the Copyright Act are met.
Article 100(1) provides that when a producer of an audiovisual work and a person who has agreed to cooperate in its production acquire copyright in the work, the rights necessary for the exploitation of the cinematographic work shall be presumed to have been transferred to the producer, unless otherwise expressly stipulated.

2 — Other transfers by operation of law?

In addition to audiovisual works, works made for hire are also subject to the transfer of rights by operation of law. For the requirements for a work to be considered a work made for hire, please refer to section I-A-2-a.

C. Transfers by contractual agreement

1 — Prerequisites imposed by copyright law to the validity of the transfer, e.g., writing, signed, witnessed, recordation of transfer of title?

Copyright law does not impose any prerequisites on the validity of a transfer between the parties to a transfer agreement. However, to assert the transfer against third parties, recordation of the transfer with the Korea Copyright Commission is necessary(Art. 54).

2 — Do these formal requirements include an obligation to specify what rights are transferred and the scope of the transfer?

Yes, when registering the transfer of economic rights, the specific rights being transferred and the scope of the transfer must be clearly specified.

3 — Does your country's law permit the transfer of all economic rights by means of a general contractual clause?

Yes, Article 45 of the Copyright Act allows authors to transfer their economic rights, either in whole or in part.

4 — Does your country's law permit the assignment of all rights in future works?

In Korea, when an author enters into a contract with a CMO, the assignment of all rights to future works is permitted. Although the Copyright Act allows for the transfer of only part of the rights, a specific CMO requires authors to assign all of their rights, without the option of partial assignment. This practice has drawn criticism for potentially violating the law. As a result, particularly in the field of music, conflicts have arisen where authors are not free to license synchronization rights for audiovisual works.

D. Private international law

1 — Which law does your country apply to determine the alienability of moral or economic rights and other conditions (e.g. the country of the work's origin? The

country with the greatest connections to the work and the author(s)? The country(ies) for which protection is claimed?)

Unlike issues of copyright infringement and authorship determination, which follow the principle of the law of the country of protection under the Berne Convention, the transferability of copyright and other related conditions are matters of contract and are therefore governed by Article 25(1) of the Korean Private International Law. Article 25(1) adopts the principle of party autonomy by providing that 'a contract shall be governed by the law expressly or implicitly chosen by the parties.' This provision applies to both copyright license agreements and transfer agreements. Accordingly, if there is an express or implied agreement on the governing law in a copyright contract, the formation and validity of the contract shall be determined in accordance with the agreed-upon law.

III. CORRECTIVE MEASURES, SUBSEQUENT TO TRANSFERS OF RIGHTS, ACCORDED TO AUTHORS OR PERFORMERS IN VIEW OF THEIR STATUS AS WEAKER PARTIES [SESSION 4]

1 — Does your law guarantee remuneration to authors and performers?

a. By requiring payment of proportional remuneration in certain cases (which)?

Among Korean copyright lawyers, the term *remuneration* is generally understood as a monetary substitute granted to authors or other rightsholders in situations where they are not entitled to exercise an exclusive right to prohibit the use of their works or other protected subject matter.

For example, performers and phonogram producers may not prohibit the broadcasting of their performances or phonograms. Instead, they are entitled to receive remuneration agreed upon between rightsholders and broadcasting organizations (Arts. 75 and 82 of the Copyright Act).

In addition, certain copyright limitations and exceptions require users to pay *remuneration* when exploiting works or other protected subject matter under statutory provisions. For instance, under Art. 25(1) of the Copyright Act, works may be reproduced in school textbooks without the author's authorization. However, publishers of such textbooks are required to pay remuneration set by the Minister of Culture, Sports and Tourism (Art. 25(6) of the Copyright Act). This payment is also referred to as remuneration under Korean law.

Statutory licenses also provide for remuneration. According to Article 50 of the Copyright Act, orphan works—works whose authors cannot be

identified—may be used under certain conditions. If such a statutory license is granted, the user must pay reasonable remuneration determined by the Minister. The Minister may also set remuneration rates in connection with compulsory licenses for broadcasting organizations and phonogram producers (Arts. 51 to 52 of the Copyright Act).

Such remuneration is either agreed upon between rightsholders and users or fixed by the Minister based on market surveys and relevant studies.

b. By a general requirement of appropriate and proportionate remuneration?

Korean copyright law does not guarantee appropriate or proportionate remuneration either to the original author or to subsequent rightsholders who have acquired economic rights transferred by the author.

For example, a bill to amend the current Copyright Act, submitted in 2021, included a provision granting authors the right to claim equitable remuneration in cases where their work later becomes a bestseller—provided that such success was not reasonably foreseeable at the time of the contract. While this right was intended to be unwaivable, it would only apply in cases where the author's economic rights were assigned to a third party. In other words, the provision would not apply to exclusive licenses that do not involve a transfer of economic rights.

Following the global success of the Netflix series *Squid Game*, directed by Hwang Dong-hyuk, there was significant public and political debate in Korea regarding the fair participation of directors in the financial success of audiovisual works. According to media reports, Hwang received a lump-sum remuneration agreed upon at the outset of production. In response, several politicians and audiovisual creators called for a right to additional remuneration for audiovisual directors proportionate to a work's eventual success, inspired by remuneration models established in some continental European jurisdictions.

However, representatives from the producers' side of the industry have opposed such proposals, arguing that producers and investors bear the financial risks of failure and should, correspondingly, benefit from commercial success. They also point out that directors are not held accountable for the commercial failure of their works.

Several bills aimed at introducing fairer remuneration mechanisms, either specifically for audiovisual directors or for authors more generally, were submitted during the previous session of the National Assembly, Korea's central legislature. However, under Korean legislative rules, bills that are not passed before the end of a legislative session are automatically repealed. As

of the beginning of the new legislative session in May 2024, similar bills have not yet been reintroduced.

c. By adoption of mechanisms of contract reformation (e.g., in cases of disproportionately low remuneration relative to the remuneration of the grantees?

As mentioned above, certain efforts—particularly among authors and policymakers—have been made to introduce mechanisms for *ex post* adjustment of pre-existing contracts between authors and professional users of their works.

Under current law, a default rule grants the author of a work subject to a publishing contract the right to terminate the publishing contract three years after the initial publication (Arts. 59(1) and 63-2 of the Copyright Act). While this provision does not constitute a direct mechanism for contract reformation, it may encourage publishers to offer more reasonable royalty terms if they wish to maintain long-term relationships with authors or to continue exploiting the work beyond the initial period. Of course, the parties remain free to agree on a longer contract term from the outset.

d. By providing for unwaivable rights to remuneration in the form of residual rights?

Considering the relevant bills submitted during the last session of the National Assembly, Korean lawmakers appear to prefer introducing a residual right to remuneration over a mechanism for contract reformation.

However, as mentioned above, the proposed bills were highly controversial and failed to gain support from either the industry or author groups. It remains uncertain whether similar bills will be reintroduced in the current legislative session.

2 — Does your law require that the grantee exploit the work?

a. Does your law impose an obligation of ongoing exploitation? For each mode of exploitation granted?

There is no general obligation under Korean copyright law requiring licensees to exploit the licensed work. Of course, the parties—namely, the author and the licensee—are free to agree that the work must be exploited within a certain period or under specific conditions. Such agreements are legally binding under the Korean Civil Code. However, a failure to exploit the work

does not constitute copyright infringement, but rather a breach of contractual obligations.

There is a specific case in which a licensee is obliged to exploit the work within a certain period. According to Art. 58(1) of the Copyright Act, a publisher must exploit the work within six months after receiving the manuscript. However, this is a default rule, and the parties may agree otherwise, in which case their agreement prevails.

b. What remedies are there if the grantee does not exploit the work?

As noted above, if the parties have agreed that a party other than the author is obliged to exploit the work in a certain manner, this obligation is contractually binding. Therefore, if the grantee fails to fulfill the obligation stipulated in the contract, he or she may be held liable under the provisions of the Korean Civil Code. For example, the author may cancel the contract and claim liquidated damages and/or compensation for losses incurred.

3 — Does your law impose a transparency obligation on grantees?

a. — What form does such an obligation take (accounting for exploitations, informing authors if the grantee has sub-licensed the work, etc)

Under Art. 46(3) of the Korean Copyright Act, sub-licensing or transferring a granted license requires the consent of the original rightsholder. However, such consent does not need to be obtained at the time of sub-licensing or transfer; it may be granted in advance—either in the initial agreement or at a later point. Of course, the rightsholder may also revoke such consent, although doing so could constitute a breach of contract or misuse of copyright depending on the circumstances.

That said, Korean copyright law does not impose a general transparency obligation on grantees. Unless the parties have contractually agreed otherwise, grantees are not required to provide information to authors regarding how the work has been exploited. If the grantee exceeds the agreed scope of use, this may constitute not only a breach of contract but also an infringement of copyright.

Once the author has assigned their economic rights to a third party, he or she is no longer considered the rightsholder and therefore cannot demand such information. Instead, the assignee, now the new rightsholder, may negotiate relevant terms—including transparency obligations—with other business partners.

b. — What remedies are available if the grantee does not give effect to transparency requirements?

There is no specific remedy available to authors when the user of a work fails to fulfill transparency obligations. Under Korean contract law, however, parties are generally expected to act in good faith, which includes providing necessary information to enable the other party to perform their contractual obligations. If this obligation is not met, the affected party may request information necessary, for instance, to calculate returns or royalties. Nevertheless, there is no reported case in which an author has successfully compelled a user to disclose royalty-related information based solely on such a duty.

While rightsholders may request a court order to obtain certain information necessary for initiating legal action, this remedy is limited. Under Art. 129-2(1), subparas. 1 and 2 of the Copyright Act, such a request is only available in cases of copyright infringement, and the scope of information includes the identity of infringers and the distribution channels of infringing goods. This right to information is thus unrelated to transparency in contractual relationships between authors and users.

4 — Does your law give authors or performers the right unilaterally (without judicial intervention) to terminate their grants?

a. Under what circumstances?

i. After the lapse of a particular number of years?

As mentioned above, the publishing contract is recognized as a special form of copyright-related agreement under Korean law. As a default rule, the publisher is entitled to exploit the work for a period of three years. After this period has elapsed, the author is entitled to unilaterally terminate the contract by declaration.

ii. In response to the grantee's failure to fulfil certain obligations, under what conditions?

If the publisher is unwilling or unable to publish the work in question, the author may terminate the contract immediately (Art. 60(2) and (3) of the Copyright Act).

However, this is not a general remedy available to all authors. While non-exploitation within a reasonable period of time may constitute a

breach of contractual obligations, whether such an obligation exists depends on the interpretation of the individual contract.

iii. As an exercise of the moral right of "repentance"? (Examples in practice?)

According to the Korean Copyright Act, authors enjoy the moral right of disclosure, which allows them to make their previously undisclosed works available to the public for the first time (Art. 11(1) of the Copyright Act). However, once a work has been made available to the public, the author cannot revert its status to undisclosed. This rule applies not only to published works, but also to works made available to the public by other means.

IV - STREAMING, TRANSFER OR RIGHTS, AND THE MANAGEMENT OF LARGE CATALOGUES [SESSION 5]

1 — Applicable statutory right

a. What specific statutory right applies to licensing the streaming of works and performances?

i. Is it the right of communication to the public modelled after Article 8 of the WCT for authors, and the right of making available modelled after Articles 10 and 14 of the WPPT for performers and phonogram producers?

According to the Korean Copyright Act, authors hold both the right to perform their works and the right to communicate them to the public. Korean law distinguishes between performance and communication to the public, the latter being a broader right encompassing several sub-categories. One such category is the making-available right (Arts. 2(10) and 18 of the Copyright Act). The term "communication to the public" under Korean law includes broadcasting, digital sound transmission, and other forms of dissemination (Art. 2(8)–(11) of the Copyright Act).

Performers do not enjoy the broader right of communication to the public, but are granted an exclusive making-available right (Art. 74 of the Copyright Act).

The making-available rights for both authors and performers under Korean law are modeled on the international standards set by Art. 8 of the WCT for authors, and Arts. 10 and 14 of the WPPT for performers and phonogram producers.

ii. Another right or a combination of rights?

In order to stream audiovisual content, the rightsholder shall authorize not only the making the work in question available to the public but also the reporoduction of it. The latter is indispensable to upload the content and be stored in a server which is ready to make it available immediately after the request of a member of the public. However, it is generally accepted that authorization for streaming encompasses not only providing the content by means of streaming, but also uploading it.

b. For authors, does this right cover both musical and audiovisual works? For performers, does this right cover both performances fixed in phonograms and audiovisual fixations?

Not only authors but also performers enjoy the making-available right (for authors, as a part of the broader right of communication to the public) in the form of an exclusive right. Both categories of rightsholders are entitled to authorize or prohibit the exploitation of their works or performances in any form and by any means.

Authors of musical works can also exercise their right of communication to the public. However, a collecting society may manage and exercise this right collectively on behalf of participating authors, to a certain extent. Unlike in some other jurisdictions, Korean performers are represented by a dedicated collecting society, which also collectively manages the making-available right of its members.

2 – Transfer of rights

a. Are there any regulations in your country's law that limit the scope of a transfer or license to the forms of use already known at the time of the transfer or license?

According to Art. 45(2) of the Korean Copyright Act, when an author declares that all economic rights arising from a specific work are transferred to a third party, it is presumed that the right to prepare derivative works is not included in the transfer. However, this is merely an *in dubio* rule, meaning that in cases of doubt, the right to prepare derivative works is considered excluded.

For instance, if a contract explicitly states, “All economic rights, including the right to prepare derivative works, are transferred,” the above presumption does not apply.

Apart from this provision, there are no other rules under Korean copyright law that limit the scope of a transfer or license to forms of use already known at the time of the agreement.

b. If there are such regulations, when the statutory right referred to in section 1 was introduced into your law, was it considered a new form of use to which the limitation in subsection 2a. above applies?

If all economic rights arising from a specific work were transferred before a new type of use became known or before a new type of right (such as the making-available right) was introduced, the contract would generally be interpreted to allow the transferee to exercise all such rights, including those related to the newly introduced form of exploitation.

However, if only individual rights were transferred, or if the authorization was limited to certain types of exploitation for a specific purpose, the transferee or licensee may not be entitled to exploit the work in the newly introduced manner.

c. Are there any cases in your country's law when the statutory right referred to in section 1 is presumed to have been transferred to the producer of a phonogram or audiovisual fixation?

Performer’s economic rights are not presumed to be transferred to the phonogram producer. As mentioned above, a collecting society for musical performers is well-organized and exercises the rights of its members collectively. The collective management of performers’ rights facilitates the clearance of performance-related authorizations.

In contrast, for producers of cinematographic works, all economic rights granted to contributing or participating authors—including the director—and/or performers are presumed to be transferred to the producer (Art. 100(1) and (2) of the Copyright Act). Although the rightsholders and the producer may agree otherwise, the Supreme Court has tended to interpret contracts narrowly in favor of producers (see, e.g., Supreme Court decision of August 28, 2016, case No. 2016Da204653).

3 — Remuneration

a. Are authors/performers entitled to remuneration for licensing the streaming of their works/performances?

As mentioned above, there is no specific statutory right to remuneration for authors or performers with respect to the streaming of their works or performances. They are entitled to authorize such uses and are expected to exercise these rights either individually or collectively through their collecting societies.

While a special provision applies to cinematographic works, there is no separate remuneration right for either the authors/performers or the producers of such works.

b. Do authors and/or performers retain a residual right to remuneration for streaming even after licensing or transferring the statutory right referred to in section 1?

See the answer to Question III.1.b. The current Copyright Act does not grant a residual right under which the initial author or performer would be entitled to receive fair remuneration after transferring or licensing their economic rights.

4 — Collective management

a. In your country's law, is collective management prescribed or available for managing the right referred to in section 1? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

Under the Korean Copyright Act, collective management is not mandatory for either authors or holders of neighboring rights. For instance, collecting societies are well established in the field of musical works, and a collecting society for musical performers is also active. By contrast, collective management for literary authors is less common.

The Copyright Act includes a dedicated chapter on the collective management of copyright and neighboring rights, which sets out the requirements for establishing a collecting society, procedures for determining royalty tariffs, oversight mechanisms by the Minister of Culture, and other relevant provisions.

b. If authors and/or performers retain a residual right to remuneration (ss 3 b.), is collective management prescribed for managing this residual right to remuneration? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

Generally speaking, collecting societies are not responsible for administering the right to remuneration as defined under the Korean Copyright Act. Pursuant to Art. 25(7) of the Act, a separate organization, designated by the Minister of Culture, must be established to collect and distribute such remuneration (as explained in response to Question III.1.a). This designated organization may, but does not have to be, a collecting society.

However, this body cannot be responsible for a residual right to remuneration, as such a right is not granted to authors or performers under Korean law.

5 — Transparency and the management of large catalogues

a. Does your law (or, in the absence of statutory regulations, industry-wide collective agreements) guarantee that authors and performers regularly receive information on the exploitation of their works and performances from those to whom they have licensed or transferred their rights? If yes, what is the guaranteed periodicity and content of such information?

In general, rightsholders receive information about the exploitation of their works from their respective collecting societies, particularly when royalties are calculated and distributed. However, there is no statutory rule specifying the exact type or scope of information that must be provided. The nature and detail of the information may vary between different collecting societies. As an exception, there is a general obligation to disclose the following information (Art. 106(7) of the Copyright Act and Art. 51-3(2) Nos. 1-6 of the Enforcement Decree of the Copyright Act):

- Individual remuneration of full-time executives;
- Remuneration received by executives from collecting societies that is subject to income tax;
- The number of rightsholders and the status of works under collective management;
- Status of royalty collection and distribution;
- Undistributed royalties by collection year; and
- Budget execution status.

This information must be made available for public inspection and posted on the society's website (Art. 51-3(1) Nos. 1-2 of the Enforcement Decree of the Copyright Act).

A significant divergence of views exists between collecting societies and the government concerning the overall transparency of collective rights management.

b. Are you aware of any case law where the complex chains of copyright titles, typical of large streaming catalogues, have made the management of works or performances non-transparent or otherwise challenging, such as, for example, the case of Eight Mile Style, LLC v. Spotify U.S. Inc. (https://casetext.com/case/eight-mile-style-llc-v-spotify-us-inc-1)?

There is no case law that directly addresses the clearance of large-scale catalogues. However, some music streaming platforms have made songs available even when certain rightsholders could not be identified. In such cases, they have held royalties in reserve, to be paid if and when the rightful owners are later identified.
The amount of reserved royalties held by streaming platforms has grown significantly.[1] Policymakers have expressed concern that these unpaid royalties may eventually be absorbed into the platforms' assets once the statute of limitations expires, and they are currently exploring measures to address this issue.

[1] See, e.g., Dasol S. Kim, "Melon Under Suspicions Of Embezzling Royalties From Copyright Holders" (June 3, 2019), *Soompi*, available at: https://www.soompi.com/article/1329386wpp/melon-under-suspicions-of-embezzling-royalties-from-copyright-holders?utm_source=chatgpt.com (accessed on June 9, 2025).