SLOVENIA

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 related rights compared with authors' rights.

The responses in this questionnaire refer to the two main legal sources of the Republic of Slovenia (below).[1] Other legal sources are quoted in each case along the text.

CA - Copyright and Related Rights Act (CA), Official Journal, nos. 21/1995 - 130/2022
CMO-Act - Act Regulating Collective Management of Copyright and Related Rights (ZKUASP),
Official Journal, nos. 63/2016, 130/2022

Ljubljana, 29.6.2025

[1] Both available at the *Slovenian Intellectual Property Office*, www.uil.gov.si/en - Legislation.

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 10 CA, the author is "a natural person who has created a copyright work." This formulation establishes the human author as the original rightsholder, excluding artificial or non-human entities from initial authorship.

A comparison of authors' and performers' rights shows the same approach concerning performers (Article 118 CA).

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)?

Article 12(1) CA provides that when a work is "created by the collaboration of two or more persons [and] constitutes an inseparable whole," all contributors are considered co-authors and enjoy joint ownership of the copyright.

The right to exploit such a joint work is held collectively: "The right to decide on the use of such a work belongs jointly to all co-authors." (Article 12(2) CA).

Individual co-authors may not obstruct the joint decision-making in breach of "the principle of good faith and fairness." If they do so, the decision of the remaining co-authors prevails.

The scope of each author's ownership share is determined by the extent of their contribution, unless they are set otherwise by contract (Article 12(3) CA).

A comparison of authors' and performers' rights shows the same rules for related rights (Article 4(2) CA).

2 — Employers

a. Under what conditions, e.g., formal employment agreement, in writing and signed? Creation of the work within the scope of employment?

Articles 101-102, 112, 126 CA set out specific rules regarding copyright ownership for protected matter created in the context of employment.

Article 101 establishes a presumption that when a work is created by an employee in the course of his/her duties or pursuant to the employer's instructions, all economic rights are exclusively transferred to the employer for a period of ten years, unless otherwise agreed by contract. After

this period, the rights revert to the author; however, the employer may reacquire them upon payment of equitable remuneration (*mandatory license*, *Zwangslizenz*).

Article 112 provides a stricter rule for computer programs: when created by an employee, all economic rights are permanently, fully, and exclusively transferred to the employer, unless otherwise agreed by contract. This transfer is not time-limited.

A comparison of authors' and performers' rights shows that the CA regulates employment matters, concerning related rights, only for databases of related rights (in the very same way as for authors of computer programs, Article 141.e) and for performances (by only redirecting this issue to the respective collective agreements or other contracts, Article 126).

The above-mentioned legal consequences are based on a formal employment agreement, in writing and signed (Article 80 CA, Article 17 *Labour Relations Act*[2]).

3 — Commissioning parties

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

Article 99 CA in principle applies to all commissioned works. There are, however, specific rules for computer programs (Article 112 CA) and for databases, protected by related rights (Article 141.a).

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

According to Art. 99 CA any commissioned copyright work is governed by a contract under which the author agrees to create and deliver a specific work in exchange for remuneration from the commissioning party. While the commissioner may supervise the creation process and issue instructions, this must not interfere with the author's freedom of scientific or artistic expression. Unless otherwise agreed by law or contract, the author retains all copyright to the work, with the exception of the right of distribution.

Concerning commissioned computer programs the transfer of rights is the other way round as compared to works in general: all rights in commissioned programs are (permanently, fully, and exclusively) transferred to the commissioner, unless otherwise provided by contract (Article 112). The same rules apply for related rights' databases (Article 141.e).

A comparison of authors' and performers' rights shows that the CA regulates legal transactions for both groups of rights within its General provisions (Articles 68 – 72) and the General part of copyright contract law (Articles 73 – 84), including the rule that all contracts must be concluded in writing and signed by both parties (Article 80 CA). – Otherwise the CA

[2] Zakon o delovnih razmerjih (ZDR-1), Official Journal, nos. 21/2013 - 32/2025.

regulates the commissioning contract only for authors' rights (Article 99), but not for related rights. However,

for both groups of rights, the general rules for *work made for hire* agreements under the *Code on Obligations* (CO)[3] apply.

> 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 (AV) 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?

Under CA, when a person or entity such as a producer or publisher initiates the creation of certain types of works, the law provides for specific presumptions and contractual models regarding the scope of rights ownership and the rights retained by contributing authors and performers.

Collective works (Article 100 CA) - A collective copyright work is a work which is created by the collaboration of a large number of co-authors on the initiative and under the organisation of a natural or legal person, commissioning the work and which is published and used under the name of the commissioning natural or legal person (e.g. encyclopaedias and anthologies). For the purpose of creating a collective work, a special contract must be concluded. If the mentioned conditions are not met, such a contract shall be null and void.

It shall be deemed that the economic rights and other rights of the authors to a collective work are exclusively and without limitations transferred to the person commissioning the work, unless otherwise provided by contract (Article 100(3) CA). Contributors to such works retain a) rights, if and which they have negotiated for and kept under the contract), and b) an equitable and proportionate remuneration, which is due by default under Article 81 CA.

Audiovisual (AV) works (Article 107 CA) - The film producer is presumed to acquire all economic rights. According to Article 107(2), co-authors of an AV work are deemed to have exclusively transferred all economic rights, unless otherwise agreed by contract (rebuttable presumption). The same applies to authors of contributions to the AV works (an animator, a composer of pre-existing music, a scenographer, a costume designer, a make-up artist, and an editor) under Article 107(3) (non-rebuttable presumption). However, when authors transfer economic rights or other rights arising from authorship, they shall be entitled to equitable and proportionate remuneration or royalties under Articles 81(1) and 108 CA. In some cases, the entitlement to equitable and proportionate remuneration or royalties is

[3] Obligacijski zakonik (OZ), Official Journal, nos. 83/2001 - 20/2018, Articles 619 – 648.

unwaivable (Articles 104(3)(4), 107(4)(5), see Section III.1.d. bellow) or is under the principle of separate transfers of rights (Article 76, see Section II.B.1.c) below).

Audiovisual performers are treated similarly under Articles 122(2) and 124(1) CA. When performers participate in the creation of an AV recording, it is presumed that they transfer to the

producer all their economic rights, unless otherwise agreed by contract (rebuttable presumption). Also, performers retain the statutory right to equitable remuneration under

Articles 122(2) and 124(2), which is unwaivable (Articles 122(3) and 124(3), but to a broader extent than authors, see Section III.1.d. bellow.

Publishing contracts (Articles 85 – 94 CA) - Beyond audiovisual production, these contracts are regulated with the quoted provisions and presume, compared to AV contracts, a narrower scope of transfer. Under such a contract, the author basically transfers only the right of reproduction in printed form and the right to distribute printed copies. All other rights remain with the author, unless otherwise agreed.

Taken together, these provisions ensure that producers and publishers—who often take the initiative and financial risk in creating and disseminating works—are granted the rights necessary for commercial exploitation. At the same time, the law protects the interests of individual creators by preserving their moral rights, reserving certain exploitation rights, and guaranteeing non-waivable remuneration for uses of their work beyond the initial contract.

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

The CA does not vest initial creative ownership in anyone other than the author and performer.

> 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?)

Slovenian copyright law does not recognize copyright in AI-generated works.

> [b. For presumptions of transfers, see Section 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?

Slovenian courts apply Slovenian law to determine initial ownership, based on the connection between the author or work and Slovenia (Articles 176–181 of the CA).

A. Law of aliens – Generally, Slovenian courts at first consider the CA (Articles 176 – 178) to what extent its rules are applicable to foreigners. In Slovenia the latter (authors and performers) enjoy protection under the CA with respect to their moral rights – in any case (Article 176(3) it. 1.); further if they are citizens of a Member State of the European Union or EEA or have their permanent residence or registered office in Slovenia (Article 176(1) CA). Foreign authors are additionally protected by the CA: 1. who are domiciled in the Republic of Slovenia; 2. with respect to their works published for the first time in the Republic of Slovenia or within 30 days of their publication in another country; 3. with respect to AV works the producer of which has his

registered office or residence in the Republic of Slovenia; 4. with respect to works of architecture and works of fine art which are, as immovable property or as fixed and integral parts of immovable property, located on the territory of the Republic of Slovenia (Article 177).

Foreign performers are additionally protected by the CA: 1. who are domiciled in the Republic of Slovenia; 2. whose performances take place on the territory of the Republic of Slovenia; 3. whose performances are fixed on phonograms that are protected under the CA; 4. whose performances are incorporated, without having been fixed on phonograms, in broadcasts of broadcasting organisations that are protected under the CA (Article 178).

B. Choice of law rules – Concerning initial ownership of authors and performers, Slovenian courts have dealt with it regularly only in connection with infringement procedures about their rights. Therefore, it is constant court practice to apply here the (limping) rule of the country for which protection is claimed (*lex loci protectionis*)[4] according to *Regulation Rome II*[5] and the respective international treaties on authors' and related rights. Generally, the courts do not elaborate neither the special aspects of initial ownership nor the relevant provisions of the mentioned legal sources.

A comparison of authors' and performers' rights, concerning initial ownership, is mentioned above in each relevant case.

II. TRANSFERS OF OWNERSHIP [SESSION 3]

A. Inalienability

[4] See e.g. judgements of the Higher Court of Ljubljana, II Cp 3402/2011 of 14.3.2012, par. 7, ref. 1; II Cp 346/2004 of 12.10.2005, penultimate par.; II Cp 714/2013 of 03.07.2013, par. 8; II Cp 1083/2013 of 18.09.2013, par. 9; II Cp 2261/2013 of 11.12.2013, par. 8, etc.
[5] Regulation (EC) No 864/2007.

1 — Moral rights

a. Can these be granted to the grantee of economic rights? To a society for the collective management of authors' rights?

Moral rights of authors (Articles 16 – 20 CA: first disclosure, designation of authorship, integrity of work, repentance) and performers (Article 120 CA: designation of name or label, integrity of performance) cannot be granted neither to the grantee of economic rights nor to a collective management organisation (CMO). According to Article 70(1) CA, moral rights are non-transferable and remain with the author and performer regardless of any transfer of economic rights. - Finally, any rights are not transferred to CMOs, but only entrusted into their management (Article 4 CMO-Act).

b. May the author contractually waive moral rights?

Likewise, the authors and performers may not waive their moral rights by contract. These rights are inalienable and cannot be assigned or renounced under Slovenian law. Clauses to the contrary are null and void (Article 79 CA).

In specific situations, the *implementation* of the right to authorship may be limited contractually. Collective works (e.g. encyclopaedias and anthologies) are published and used under the name of the commissioning natural or legal person (Article 100 CA, see Section I.A.4.a. above).

2 — Economic rights

a. May economic rights be assigned (as opposed to licensed)? May an author contractually waive economic rights?

Under Article 70(2) CA, authors and performers may transfer single (specific) economic rights by contract. However, this transfer is not translative (cession), but a license only (concession). Also, copyright as a whole cannot be transferred (Article 69). Furthermore, copyright and related rights may be inherited (Article 68), with the exception of the right of withdrawal, which is not inheritable. - Authors and performers cannot waive economic rights entirely, but they may transfer or limit them contractually within the boundaries of the law.

b. Limitations on transfers of particular economic rights, e.g., new forms of exploitation unknown at the time of the conclusion of the contract.

There are important limitations on such transfers. Most notably, authors and performers cannot transfer rights to forms of exploitation unknown at the time of contract conclusion, and cannot assign all of their future works. Such clauses are null and void under Article 79 CA, ensuring that authors retain control over unforeseen uses of their works.

B. Transfers by operation of law

1 — Presumptions of transfer:

a. to what categories of works do these presumptions apply?

Under Slovenian copyright law, presumptions of transfer of economic rights apply to specific categories of works where creation typically occurs within an employment, commissioned, or collaborative context.

For example, if a work is created by an employee in the course of his/her duties or on the employer's instructions, it is presumed that the employer acquires exclusive economic rights for a period of ten years (Article 101), unless otherwise agreed. This general principle is not regulated for performers and their performances.

In the case of computer programs and databases created either in employment or under commission, the law presumes a full and permanent transfer of all economic rights to the

employer or commissioning party, with no time limitation (Articles 112 and 141.e), unless otherwise agreed.

Similar presumptions apply to audiovisual works: when a pre-existing work is used in an AV production, it is presumed that the necessary rights are transferred to the producer (Article 104), and co-authors such as directors or screenwriters etc. are presumed to transfer all of their economic rights and other rights of the author to the producer (Article 107). Performers involved in AV recordings are also presumed to transfer those same rights to the producer (Article 124).

These presumptions simplify rights clearance in complex productions, while ensuring that authors and performers retain moral rights and, in many cases, unwaivable rights to equitable remuneration.

b. are they rebuttable? What must be shown to prove that the presumption applies (or has been rebutted)?

Under Slovenian copyright law, presumptions of transfer are in principle rebuttable, and their application or rebuttal depends on the existence and content of the contract as well as the specific circumstances of creation.

To prove that a presumption applies, it must be shown that the work was created within a legally defined context - for example, during the performance of an employment obligation (Article 101), as part of a commissioned project, or in the case of an audiovisual production (Articles 104, 107, 124). The presumption arises automatically unless contractual provisions state otherwise.

To rebut a presumption, it is sufficient to demonstrate that the parties have agreed otherwise by contract, as Slovenian law gives precedence to the parties' will.

Furthermore, Article 20 grants the author (but not a performer) a right of withdrawal for moral reasons (repentance, see Section III.4.a.iii. below), which -although not directly rebutting a

presumption - allows the author to revoke transferred economic rights under certain conditions, again demonstrating the non-absolute nature of presumed transfers.

In sum, presumptions under Slovenian copyright law are not absolute: they apply by default but may be abolished by a clear contractual agreement or invoked by moral or statutory rights.

c. Scope of the transfer: all rights? Rights only as to certain forms of exploitation?

Under CA, the scope of a presumptive transfer depends on the type of work and legal context, but is generally limited to the rights necessary for the intended exploitation. However, in some cases, notably audiovisual works, the law provides for a broad presumption of transfer. According to Article 107(2) CA, co-authors of an AV work are presumed to have exclusively transferred all economic rights in the AV work to the producer, unless otherwise agreed. The same is valid for performers (Article 124(1) CA).

For other types of works, the scope is narrower. For example, under Article 101, economic rights in works created within employment are presumed transferred to the employer for a period of

10 years, unless a contract provides otherwise. For computer programs and databases (Articles 112 and 141.e), the law presumes a permanent and unlimited transfer of all economic rights to the employer or commissioning party.

The general principles governing the scope and interpretation of transfers for authors and performers are set out in Articles 75 to 77 CA. Article 75 establishes the main rule, when the scope of transfer is not regulated by contract or by law (i.e. *rule on the intended transfer of rights*): it presumes that rights are transferred non-exclusively, for use in Slovenia only, and for the customary duration in that sector (par. (1); if it is not specified which rights are being transferred, only those essential for the achievement of the purpose of the contract are presumed included (par. (2). Another key provision in this regard is Article 76 on the scope of transfer (i.e. *principle of separate transfer of rights*). It states that the transfer of one economic right does not imply the transfer of other rights, unless this is explicitly agreed or provided by law. Meaning that when a right is not explicitly mentioned in the contract, it is not transferred. This applies also for certain sub forms of rights, for example: a transfer of the general right of reproduction does not include its sub forms electronic storage, audio fixation, visual fixation, unless stated otherwise; the transfer of the right of distribution does not include the right to import copies of the work; if the rental right for phonograms or videograms is transferred, the author still retains the right to equitable remuneration, which is unwaivable (see more examples in Section III.1.d. below).

Article 77 provides two narrow exceptions to the principle of separate transfers: when the right of reproduction is transferred, it is presumed that the right of distribution is also included (but not the right of importation), unless agreed otherwise; when the right of

broadcasting is transferred, it is presumed the broadcasting organisation may make ephemeral recordings of the work for its own use, provided they are destroyed within one month, unless they have exceptional documentary value and are deposited in a public archive - with notification to the author.

In conclusion, although Slovenian law allows for presumptive transfers - especially broad in the case of audiovisual works - the scope of transfer for authors and performers is generally limited, clearly defined by contract purpose, and subject to strict rules preventing unintended overreach. Article 76 plays a central role by reinforcing the principle that each right must be transferred explicitly, thereby upholding legal certainty and safeguarding the author's residual rights and economic participation.

d. Conditions for application of the presumption (e.g. a written audiovisual work production contract; provision for fair remuneration for the rights transferred)?

Under Slovenian copyright law, certain conditions must be met for a presumption of transfer of economic rights to apply validly. A key requirement is set out in Article 80(1) CA, which states that all transfers of economic or other author's rights must be in writing, unless otherwise

provided by law. This includes presumed transfers arising in contexts such as audiovisual production, employment, or commission. Where the written form is lacking and the terms are unclear, Article 80(2) provides that any ambiguous provisions shall be interpreted in favour of the author, reinforcing the protective character of the law.

In addition to formality, fair remuneration is a core condition. Article 81(1) guarantees that when an author transfers economic rights, he/she is entitled to equitable and proportionate royalties or remuneration. If remuneration is not contractually agreed, Article 81(2) requires it to be determined based on standard industry fees, the extent and duration of use, and other relevant circumstances. Furthermore, Article 81(3) allows for contractual adjustment if the agreed remuneration proves to be manifestly disproportionate in light of subsequent revenues (*best-seller clause*). This right is non-waivable (Article 81(5) CA) and may also be exercised by a representative body such as a collective management organisation.

Taken together, these provisions ensure that presumptions of transfer are valid only if formal, fair, and transparent conditions are met, including written documentation and appropriate compensation.

2 — Other transfers by operation of law?

Article 78(1) CA establishes the basic rule on the subsequent transfer of acquired rights to a third party: in such situation the author's or performer's consent is needed. However, Article 78(2) provides for an important exception: this consent is not required when the transfer occurs as a result of the right-holder's statutory changes, bankruptcy, or ordinary

liquidation. These are considered transfers by operation of law, as they arise from legal or corporate procedures rather than from contractual will.

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?

Under Article 80(1) CA, transfers of economic rights must be made in the form of a written contract; however, a written form is not mandatory for validity. When missing and in case of disputes, any controversial or unclear contractual terms must be interpreted in favour of the author and performer (Article 80(2) CA), thus reinforcing the protective nature of the law for authors and performers.

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

The principle of separate transfers of rights applies (Article 76, see subsection B.1.c. above). CA requires that contracts must clearly specify which economic rights are being transferred. If the transferred rights are quoted, there is no need to specify the scope of transfer. The latter becomes relevant, when there is no such quotation.

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

Article 70(2) states that the author and performer may transfer only single (separate) economic rights, not copyright or rights as a whole. This requirement is reinforced by Article 79, which declares null and void any contractual clause contrary to that rule.

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

Article 79 CA prohibits a *vice versa* situation, i.e. the transfer of any rights in all future works. Any contractual provision to the contrary is legally null and void. Transfers of some or all rights in one or several future works are allowed.

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?)

Since this Section D. examines transfers of ownership, and considering situations involving a conflict of laws, in the first place the rules of *Regulation Rome I*[6] are applied (*lex contractus*). Whenever this results and qualifies as a non-contractual infringement of rights,

[6] Regulation (EC) No 593/2008.

Regulation Rome II[7] is relevant. In cases of overriding mandatory provisions (e.g. prohibited transfer of moral rights) the *law of the forum* prevails, regardless of the specific rules of both regulations. - See also the answer under Section I. B.1.

A comparison of authors' and performers' rights, concerning transfers of ownership, shows that performers enjoy in principle the same rules as authors. Under Article 4(2) CA, its provisions on legal transactions involving copyright, i.e. Section 1 (Legal transactions involving Copyright, General provisions, Articles 68-72) and Section 2 (General part of Copyright contract law, Articles 73-84) shall apply, *mutatis mutandis* to related rights, unless otherwise provided in the chapter on related rights.

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?

Yes, Slovenian copyright law provides multiple mechanisms to guarantee remuneration to authors and performers, both through general principles and specific unwaivable rights, as set out in the CA.

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

Proportional (royalty-based) remuneration is a general requirement under Article 81 CA (see subsection b. bellow), except in the case of computer programs (Article 114(5) CA).

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

Article 81(1) CA establishes a general principle that authors and performers must receive appropriate and proportionate remuneration whenever they transfer their economic rights. This principle applies broadly and is not limited to specific types of uses. If no remuneration has been established, Article 81(2) provides that it shall be determined (e.g. by a court) based on standard market fees, scope and duration of use, and other relevant factors. Transfers of rights are remunerative by default; solutions to the contrary must be expressed explicitly.

This rule is specifically reiterated in the case of audiovisual works. Under Articles 104 (3)(4), 107(4)(5) and 124(2) CA, authors of pre-existing works, co-authors of AV works and performers in AV works are entitled to equitable remuneration.

[7] Regulation (EC) No 864/2007.

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

Article 81(3) CA provides for a mechanism of contractual adjustment (*best-seller clause*): if the agreed remuneration is manifestly disproportionately low in light of the revenues generated from the exploitation of the work, the author and performer may request modification of the contract to secure additional, fair compensation. According to Article 81(5), this right is unwaivable.

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

Slovenian copyright law explicitly provides rights to equitable remuneration for authors and performers, even after the transfer of economic rights. These rights ensure that creators continue to benefit financially from the ongoing commercial exploitation of their works. Such corrective measure is implemented in the form of **inalienability** (non-waivability, which includes non-transferability) of remuneration rights of authors and performers as residual rights. The latter were introduced to implement the programmatic Recital (10) of *Directive InfoSoc*[8] on appropriate rewards for authors and performers, and drafted according to the model of Article 5 *Rental Directive*.[9] In Slovenia both of these sources were interpreted as the mechanism[10] in

Article 18.2. *Directive DSM*[11] for the implementation of the principle of appropriate and proportionate remuneration in that same Article.

Concerning **authors**, residual rights include:

- rental (Article 76(4) CA): equitable remuneration for each rental (Article 25) of a work on phonograms or videograms; repeated in Article 104(3) it. 3. (for a pre-existing work in an AV work on videograms) and in Article 107(4) it. 3. (for an AV work on videograms);

- rebroadcasting (Article 76(5) CA): equitable remuneration for each rebroadcasting, including retransmission (Article 31) of a work; repeated in Article 104(3) it. 4. (for a pre-existing work in an AV work) and in Article 107(4) it. 4. (for an AV work);

[8] Directive 2001/29/EC of 22 May 2001.
[9] Directive 2006/115/EC of 12 December 2006.
[10] Article 5 Rental Directive and its residual right of remuneration as the driving model, was used as a mechanism in Article 18.2., and has been several times referred to by the Slovenian legislator, when introducing inalienable remuneration rights into the 2022 amendments to the CA, see Bill CA-I no. EVA 2020-2130-0064 of 25.8.2022, ps. 102, 103, 109 – 111, 114, 116.
[11] Directive (EU) 2019/790 of 17 May 2019.

- online content-sharing service (Article 76(6) CA): equitable remuneration for each communication to the public of a work in the context of an online content-sharing service (Article 163c); repeated in Article 104(3) it. 5. (for a pre-existing work in an AV work) and in Article 107(4) it. 5. (for an AV work);

- video-on-demand services (Article 104(3) it. 6.): equitable remuneration for each communication to the public of a pre-existing work in an AV work in the context of video-on-demand services; repeated in Article 107(4) it. 6. (for an AV work);

- making available to the public (Article 104(3) it. 7.): equitable remuneration for each act of making available to the public a pre-existing work in an AV work and an AV work for direct or indirect economic advantage, other than those referred to in the two preceding cases; repeated in Article 107(4) it. 7. (for an AV work).

Concerning **performers**, residual rights include:

- rental (Article 76(4) CA): equitable remuneration for each rental (Article 25) of a performance on phonograms or videograms (123(2) CA);

- communication to the public of a phonogram (Articles 122(1) and 130(2) CA): performers' share in the equitable remuneration, received by the phonogram producer for any other communication to the public of a phonogram in which their performance is fixed;

- communication to the public of a phonogram (Article 122.b CA): performers' annual supplementary remuneration after the 50th year after lawful publication of the phonogram;

- communication to the public of a videogram (Article 122(2) CA): performers' right to equitable remuneration for each broadcasting or any other communication to the public of a videogram with their performance.

A comparison of authors' and performer' rights shows some inconsistencies, brought by the 2022 amendments to the CA, concerning their rights in the audiovisual field: whereas performers enjoy unwaivable remuneration rights for any communication to the public of a videogram with their performance, co-authors do so only in the above mentioned four cases.

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?

Under the CA there is no general, automatic obligation of exploitation. This obligation may become relevant, if a fruitless mode of exploitation (in an insufficient extent or not at all) by the exclusive rightsholder considerably affects the author's or performer's legitimate interests (Article 83(1) CA). This applies to each mode of exploitation granted. However, sanctions are only possible if the lack of exploitation does not mainly originate from the author's sphere or can reasonably be expected to be eliminated by the author or performer himself.

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

The main remedy is the revocation of the economic right, in whole or in part. But under Article 83(2) CA, revocation may only be asserted after a minimum time has passed since the transfer: two years for general works, three months for contributions to daily newspapers, and one year for contributions to other periodicals.

According to Article 83(3) CA, the author or performer must first offer the right-holder an additional and adequate rectifying term to repair this situation. If the right-holder still fails to act, the author may either: revoke the exclusive nature of the transfer (making the right non-exclusive), or revoke the economic right altogether. Special rules exist for:

- Film producers: if a film producer does not complete the AV work within five years after the conclusion of the film production contract, or if he does not distribute the completed AV work within one year of its completion, the co-authors may withdraw from the contract, unless a different time limit has been agreed. In this case co-authors and authors of contributions retain the right to payment of royalties (Article 110). This right is not granted to performers.

- Phonogram producers: if the producer has not offered copies for sale in sufficient quantity and has not made the phonogram available to the public, a performer may, 50 years after lawful publication (or communication to the public) of his phonogram, unilaterally terminate the contract (Article 122.a). Here the above mentioned additional and adequate rectifying term is concretized to one year.

Importantly, Article 83(5) CA provides that the author or performer cannot waive this right of revocation, ensuring its mandatory character. If fairness requires, Article 83(6) CA allows for the right-holder to receive appropriate compensation upon revocation.

The revocation right does not apply to computer programs (Article 114(5) CA).

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

Slovenian copyright law imposes a transparency obligation on grantees (users of works), particularly in relation to royalty-based contracts and the further transfer of rights. This is primarily governed by Article 82 CA.

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

Under Article 82(1)–(3), if an author's remuneration is based on the revenues generated from the use of a work, the grantee (user) is required to: maintain appropriate books or other records of revenue; provide the author with access to those records; report annually, upon the author's request, and provide a comprehensive, relevant and up-to-date report, which must include: all uses of the work; all revenues derived from those uses (including related merchandising or services); and the amount of royalties or remuneration due.

In addition, under Article 82(2)–(4), the user must: keep contact information of sub-licensees or further transferees if rights are transferred for consideration; share this information with the author if the author's original contracting party lacks access to it; and ensure transparency along the full chain of licensing.

There are some proportionality limitations (Article 82(6)–(7) of the CA): if the author's contribution is minor, or if the reporting burden is disproportionate to the revenues involved, the scope of reporting may be reasonably reduced. However, such exceptions must be justified, and any contractual clause that excludes or limits these obligations to the detriment of the author is null and void (Article 82(9)).

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

If the grantee fails to comply with transparency obligations, the author and performer may initiate court procedures under the CA against the grantee for the preservation of evidence (Article 171), for his obligation to provide information (Article 172) and for his duty of presentation of evidence (Article 173). The author and may also invoke Article 82.a, which allows for alternative dispute resolution, including mediation, specifically for disputes concerning reporting, remuneration, and revenue records.

In the absence of proper reporting, the author may also challenge the contract, particularly if it concerns disproportionately low remuneration under Article 81(3). However, such action often

depends on access to information the grantee is obliged to provide as stated above; in this case both claims can be enforced.

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

Yes, under Slovenian copyright law, authors are granted certain rights to unilaterally terminate or revoke previously granted economic rights, but these are subject to clearly defined conditions.

a. Under what circumstances?

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

Slovenian law provides for time-based rights of termination or reversion in specific contexts:

- Employment-related works: an example of statutory lapse of time is the 10-year term after completion of employment works, after which the rights revert to the employed author, if not otherwise agreed upon (Article 101, see Section I.2.a. above). If the employer wishes to continue exploiting the work beyond this term, he must conclude a new agreement and pay the author supplementary equitable remuneration. This provision acts as a time-limited statutory reversion.

- Revocation of economic rights: other examples of the lapse of time, as a legal basis for the unilateral termination of rights, are the revocation terms, such as: - 2 years after the transfer of rights (general works), - 3 months (contributions to daily newspapers), - 1 year (contributions to other periodicals) + adequate rectifying time (Article 83); - 5 years after the contract or - 1 year after the completion (AV works, Article 110); - 50 years after lawful publication or communication to the public (phonograms) + 1 year rectifying time (Article 122.a).

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

See the conditions for the revocation of rights, subsection 2.b. above. - In response to the grantee's failure to fulfil certain obligations, authors or performers may terminate their grants of rights unilaterally (without judicial intervention) also under the general rules of the *Code on Obligations* (CO). If for example a grantee fails to pay remuneration due to the author or performer, the latter may withdraw from the contract with a simple declaration in writing, after having allowed the grantee (debtor) a suitable additional period for his contractual performance (Article 105(2) CO). Such additional period is not necessary, if the payment by a specific deadline is an essential component of the contract (Article 104(1) CO), if it is clear that the grantee will not perform his/her contractual obligations (Article 107 CO) etc. The effects of the withdrawn contract include the release from obligations of the parties (with the exception to pay damages), the return of everything provided (i.e. rights) (Article 111 CO) etc.

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

Slovenian copyright law explicitly regulates a right of repentance (Article 20 CA). Authors may revoke previously granted economic rights if they have serious moral reasons for doing so. This allows the author to unilaterally terminate a grant when continued exploitation of the work would deeply conflict with their convictions or reputation. However, the exercise of this right is subject to strict conditions (Article 20(1) – (3)):

- the author must compensate the right-holder for any damage caused by the revocation;

- the right-holder must notify the author of the extent of his damage within three months; if not, the revocation takes effect automatically upon expiry of that period;

- if the author later decides to re-exploit or transfer the same rights within ten years after withdrawal, he must first offer them to the original right-holder under the same terms (Article 20(4)).

Importantly, this right does not apply to computer programs, audiovisual works, and databases (Article 20(5)), meaning it is excluded in sectors where complex authorship and investment structures prevail.

In practice, the right of withdrawal is rarely invoked, as it entails both legal and financial burdens (notably, compensating the rightsholder), and is generally reserved for exceptional situations where the author's moral integrity or values are seriously compromised by the continued use of the work.

A comparison of authors' and performer's rights shows that performers enjoy the rights in subsections 1-4, with the exceptions for the types of unwaivable remuneration rights (subsection 1.d. above), for the revocation of AV works (subsection 2.b. above) and for the moral right of repentance (Article 120 CA, subsection 4.a.iii.).

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?

Slovenian law incorporates and reflects both of these international standards:

For authors, the exclusive right of making available to the public is defined in Article 32a CA. It allows the author to control access to their works on demand, meaning in such a way that members of the public can access the work from a place and at a time individually chosen by them.

For performers the CA follows the WPPT model (Article 121 it. 5.). Additionally, performers enjoy the right to an unwaivable remuneration (Article 122, see Section III.1.d. above). This applies for performances fixed in both phonograms and in videograms.

Provisions of the CA concerning the contents of the economic and other rights of the author, shall apply, *mutatis mutandis*, to related rights (Article 4(2) CA).

ii. Another right or a combination of rights?

Yes, the right under i. above is often combined in practice with the right of reproduction (Article 23 CA for authors) and the rights of fixation and reproduction (Article 121 it. 1,2 in connection with Article 4(2) CA for performers).

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?

Yes, for both musical and AV works and both authors and performers. Slovenian law uses a combination of exclusive and remunerative rights to regulate streaming:

For authors of musical and AV works, the exclusive right of making available to the public is defined in Article 32a CA. For AV works, Article 104(3) (for authors of pre-existing works) and Article 107(4) (for co-authors of AV works) provide an unwaivable right to equitable remuneration from: Online content-sharing platforms, Video-on-demand services, and other forms of making available to the public for economic gain (see Section III.1.d. above).

For performers, this covers both performances fixed in phonograms and in videograms (audiovisual fixations) as an exclusive right (Article 121.it. 5. CA), as well as an unwaivable remuneration for their performances on phonograms (Article 122(1) CA) and videograms (Article 122(2) CA).

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?

Slovenian copyright law explicitly limits transfers of rights to uses that were known at the time the contract was concluded. According to Article 79 CA, any contractual clause that transfers

economic rights to forms of exploitation unknown at the time of the contract, shall be null and void.

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?

The right of making available to the public (Article 32a CA) was introduced into Slovenian law in 2001 to address new forms of digital, on-demand exploitation. In a certain period before this legislative adoption, it was considered a new form of use, particularly relevant for streaming and interactive online access.

Article 79 CA applies to transfers made before this right existed. Therefore, such contractual transfers would be considered null and void, unless the contract was subsequently amended.

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?

Notwithstanding the limitations under subsection III.1.d. above, Slovenian law establishes presumptions of transfer (rebuttable or non-rebuttable) above all in the AV context. A presumption of transfer of the right of making available to the film producer is regulated: for authors of works created in the course of employment (for a period of 10 years from the completion of the work, Article 101(1) CA, rebuttable); for authors of a pre-existing work in an AV work (Article 104(2) CA, rebuttable); for co-authors of AV works (Article 107(2) CA, rebuttable); for authors of contributions to an AV work (Article 107(3) CA, non-rebuttable), for AV performers (Article 124(1) CA, rebuttable).

In the phonograms' context, the question concerns the remuneration for the use (making available to the public) of a phonogram published for commercial purposes. Here the remuneration is shared between the performer and producer in half's or other extent according to their contract. Since a performer cannot transfer (waive) his share as a whole (Article 122(1)(3) CA), but may contractually agree on its extent (Article 130(2) CA), we speak here of a partially unwaivable and partially rebuttable presumption of transfer of the performer's share.

3 — Remuneration

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

Yes, because every economic right, including the right of making available (which covers streaming), includes a remuneration right (Articles 21 and 81 CA).

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?

Yes, see subsection III.1.d. above.

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)?

Yes. Slovenian law provides both voluntary and mandatory collective management under the CMO-Act. The treatment of the right of making available to the public (Article 32a CA) depends on the type of work or performance and context of use.

According to Article 9, it. 1 CMO-Act, collective management is mandatory for the communication to the public of non-theatrical musical and written works (*petit droits*), except when the use falls under the right of making available to the public (Article 32a of the CA). In other words, when musical or written works are streamed or made available online in a way that allows users to access them at a time and place of their choosing (e.g. on-demand platforms), collective management is not mandatory, but it remains possible on a voluntary basis.

In contrast, Article 9, it. 6 CMO-Act requires mandatory collective management for the communication to the public of audiovisual works and videograms and the performances recorded therein.

Extended collective management is prescribed for out-of-commerce works (Article 10.a CMO-Act).

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)?

The unwaivable remuneration rights of authors and performers as residual rights (in the cases in Section III.1.d. above), are managed collectively and in a mandatory way (Article 9 it. 6 CMO-Act). This includes, inter alia, also equitable remuneration for each communication to the public of a work in the context of an online content-sharing service (Articles 76(6) and 163.c) CA).

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?

The transparency obligation on grantees, as regulated in Article 82 CA, applies also to large catalogues (see Section III.3.a. and b. above). Reports must be given at least once a year, upon request by the author (Article 82(3) CA) and performer (Article 4(2) CA). Reports on works and performances shall include in particular: 1. all uses; 2. all revenues derived from the use, including revenues derived from the marketing of goods or services where they are included; 3. the royalties or remuneration due to the author and performer.

Since we speak here of management of large catalogues in the context of online content-sharing services, authors and performers enjoy the right to information (Article 163.f CA). The provider must send to an author and performer, upon his request, relevant information on the use of copyright works, where the provider has obtained the author's permission.

A comparison of authors' and related rights, concerning authors and performers, is briefly presented in each answer, as going along the questions in this Section IV.

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)?

The pending case before the Court of Justice of the European Union **C-663/24 – *STREAMZ et al***[12] deals with complex chains of copyright titles, typical of large streaming catalogues. It is additionally challenging, because it questions, among other, the inalienability of

[12] Official Journal of the EU, EN C series, C/2025/1403 of 10.3.2025, p. 1-3. Request for a preliminary ruling from the *Cour constitutionnelle* (Belgium) lodged on 9 October 2024 – Google LLC, Google Ireland Ltd, Spotify Belgium SA, Spotify AB, Spotify België nv, Meta Platforms Ireland Limited, Streamz SRL, Sony Music Entertainment Belgium SA, Universal Music SA, Warner Music Benelux SA, Play it again Sam SRL, North East West South SA, CNR Records SA, Belgian Recorded Music associations ASBL v. Premier ministre. On 26 September 2024, the Belgian Constitutional Court (Arrêt n° 98/2024 du 26 septembre 2024) referred to the ECJ, among other, the question of permissibility of a residual remuneration right for uses by already fully licensed streaming services, which was challenged by the parties, mentioned above.

remuneration for authors and performers. *I.e.* residual rights, that have been introduced and regulated in the laws of several Member States, as presented also in this Questionnaire.

Ljubljana, 29.6.2025

Prepared by Uroš Rožič and Miha Trampuž