

Procedure for the Treatment of Copyright and Related Rights of the Estonian Academy of Music and Theatre.

1. The procedure for the management of copyright and related rights (hereinafter referred to as this procedure) of the Estonian Academy of Music and Theatre (hereinafter referred to as EAMT) establishes the principles for the treatment of the intellectual property rights arising from the creative activities of EAMT's academic staff, students, employees and other natural persons participating in EAMT's creative and research projects (hereinafter referred to as Authors or Performers or Phonogram Producers) on the basis of contractual obligations, and for the ownership, use and disposal of the property rights arising in the course of creative, research and teaching activities, as established in the Copyright Act (hereinafter referred to as the Copyright Act).
2. This procedure regulates the legal relationship of the following types of intellectual property within EAMT: the rights of the author of a work, the rights of the performer of a work, the rights of the phonogram producer and the rights of the producer of an audiovisual work.
3. This procedure does not regulate the treatment of any type of industrial property in EAMT.
4. Authors, Performers and Phonogram Producers shall observe and respect the copyright and related rights of third parties in their research and creative activities at EAMT in accordance with the provisions of the Copyright Act.

Ownership of an author's economic rights

5. Intellectual property rights arising from the creation of a work as a result of the intellectual activity of an author or authors can may be held by EAMT on the basis of the Copyright Act, a licence or authorship agreement between the author and EAMT, or any other written or otherwise recordable and reproducible agreement.
6. The economics rights to works created by Author(s) in the course of the performance of their direct employment duties (including samples of sounds, sets and adaptations created for and/or in lectures and special classes, productions and excerpts thereof, choreographic works and (panto)mime, as well as scripts and scenarios for events and productions at EAMT, etc.), shall belong to EAMT, unless a later agreement between EAMT and the Author stipulates otherwise.
7. EAMT shall have the right to use, in whole or in part, materials created in the course of direct employment or of teaching, as well as research articles and conference presentations, regardless of the type of work, without the prior consent of the

Author(s) and without payment of royalties, as follows:

- on the EAMT website and on EAMT's social media channels, as well as in promotional and other materials presenting EAMT's activities or its history;
- in teaching or study materials for a course;
- in publications and e-publications issued by EAMT.

8. Unless otherwise agreed, the economic rights in academic articles, conference papers, presentations and materials are owned by the Author.
9. Ownership of the Author's economic rights to published works shall be agreed between the Author and EAMT in each specific case.
10. A member of the academic staff employed by EAMT (hereinafter referred to as a Lecturer) shall be considered a joint- or co-author of a work created by a student in the course of his/her studies at EAMT if the lecturer participated in the creation of the work by his/her direct creative activity or contribution. Direct creative activity does not include supervising a student or providing guidance or consultation, editing or proofreading a student's work, or providing other technical assistance.
11. The copyright in a collective work (such as a yearbook, monthly letter or newsletter, etc.) created on the initiative, at the request or under the direction of EAMT or one of its structural units shall belong to EAMT.
12. EAMT undertakes to indicate the name(s) of the Author(s) of a work when exercising the property rights of the Author(s).
13. In the case of doctoral, master's, bachelor's or diploma theses, as well as scripts, screenplays and stage productions, EAMT students grant EAMT a non-exclusive licence (hereinafter referred to as a non-exclusive licence) to reproduce, distribute and make available to the public their research and creative work in EAMT's digital archive (repository). On the basis of this licence, EAMT is not permitted to create derivative works or to use the work for commercial purposes until the expiry of the author's economic rights. In the case of a non-exclusive licence, all economic rights shall remain with the author. By granting the licence, the student confirms that, where appropriate, he/she will inform third parties who may be affected by the grant of the non-exclusive licence and confirms that the non-exclusive licence does not infringe the copyright or other rights of third parties. The non-exclusive licence shall form an integral part of the academic research or creative work referred to in this point.

The text of the licence is set out in Annex No. 1 to this procedure.

14. Authors who are members of a collective representation organisation (hereinafter referred to as CRO) and whose specific economic rights are exercised by a CRO (e.g. the Estonian Authors' Association) shall inform EAMT of the rights exercised by the CRO on their behalf.

Ownership of the submitter's economic rights

15. EAMT Lecturers shall transfer to EAMT all economic rights to the objects of copyright created on the basis of their employment contract, including performances and recordings. This also includes performances created in the course of the teaching and learning process (including examination concerts and stage productions and performances). EAMT may not use the said performances, etc., for commercial purposes.
16. EAMT reserves the right to use the performances or parts thereof created in the course of the teaching, regardless of the type of performance, without the consent of the Performer(s) and without payment of a fee as follows:
 - on EAMT's website and EAMT's social media channels, as well as in promotional and other materials presenting EAMT's activities or its history;
 - in teaching or study materials for a course.
17. Upon commencing their studies, EAMT students, with regard to any and all concerts and stage performances and productions that may arise in the course of their doctoral, master's, bachelor's and other studies, grant EAMT a non-exclusive licence to record their performances on any medium, to reproduce, distribute and make the recording(s) available to the public in EAMT's digital archive (repository) and on the YouTube channel managed by EAMT, and to make the recording(s) of the performance available to the public in such a way that persons can use the performance(s) at a place and time chosen by them individually. Under this licence, the performance may not be modified or used for commercial purposes until the expiry of the economic rights of the performer(s). In the case of a non-exclusive licence, all economic rights remain with the performer(s). In the case of a collective of performers, the licence is granted on behalf of the members of the collective by the lecturer in charge of the collective who acts as the leader of the collective within the meaning of copyright law. By granting the licence, the student or the leader of the collective confirms that he/she does not infringe the rights of third parties. The text of the licence is set out in Annex No. 2 to this procedure.
18. In the case of joint concerts or stage productions/performances by EAMT students and a collective external to EAMT, the recording and the reproduction, distribution and making available to the public of the recording in the EAMT digital archive (repository) on the EAMT YouTube channel shall be regulated on the basis of a separate agreement between EAMT and the said external collective. The respective agreement shall set out the scope of licences granted to EAMT to, including the right to grant a sub-licence.
19. A performer who is a member of a CRO and whose specific economic rights are exercised by the said CRO (e.g. the Estonian Performers' Union) shall inform EAMT of the rights exercised by the CRO on behalf of the performer.

20. In the case of recordings, EAMT undertakes to indicate the name(s) of the author(s) of the work in the repository under the corresponding file entry.

Ownership of the phonogram producer's economic rights

21. The rights of the phonogram producer in a phonogram recording which has been made on the direct instruction or funding of EAMT, on the initiative of EAMT, or using EAMT's infrastructure or equipment (such as studio, hall, etc.) without EAMT's agreement shall belong to EAMT. EAMT shall have the right to authorise and prohibit, directly or indirectly, and on a temporary or permanent basis, the reproduction, distribution to the public, rental and lending, making available to the public by sale or through any other form of transfer of ownership, in any form or by any means, of a phonogram or a copy thereof, whether directly or indirectly, and whether in whole or in part, and in any form or by any means, as well as the manner in which persons may use the phonogram at a time and place of their own individual choice.
22. Recordings to which the rights of the phonogram producer belong to EAMT may be copied free of charge by EAMT staff and students for educational and academic purposes, as well as for their own personal requirements.
23. Upon commencing their studies, EAMT students grant EAMT a non-exclusive licence to reproduce, distribute and make available to the public in EAMT's digital archive (repository) the phonograms created during the course of their studies, including those for doctoral, master's, bachelor's or final examinations and stage productions and performances. Under this licence, the phonogram may not be used for commercial purposes until the expiry of the phonogram producer's economic rights. In the case of a non-exclusive licence, all economic rights shall remain with the phonogram producer. The text of the licence is set out in Annex No. 3 to this procedure.
24. EAMT shall have the right to the use of phonograms or parts thereof created during a course of study, regardless of the type of phonogram:
- on EAMT's website and EAMT's social media channels, as well as in promotional and other materials presenting EAMT's activities or its history;
 - in teaching or study materials for a course;
25. EAMT undertakes to indicate the name of the phonogram producer when exercising its economic rights in the recording.
26. A phonogram producer who is a member of a CRO and whose specific economic rights are exercised by the CRO (e.g. the Estonian Phonogram Producers' Association) shall inform EAMT of the rights exercised by the CRO on behalf of the phonogram producer.
27. EAMT shall have the exclusive right to authorise or prohibit the use of recordings of performances for the recording or making available of which EAMT has made

substantial investments or for which its infrastructure or technology has been used without the consent of EAMT.

Rights of the producers of audiovisual works

28. The rights of the producer of an audiovisual work created with the financing, on the initiative or under the direction and/or management of EAMT shall belong to EAMT, and the name of EAMT shall appear on such audiovisual work.
29. The economic rights of the operator, director, scriptwriter/screenwriter and artist of an audiovisual work created with the financing, on the initiative or under the direction and/or management of EAMT shall be transferred to EAMT, unless otherwise specified in the contract.
30. The director, scriptwriter/screenwriter, author of the text, artist, choreographer and other persons involved in the creation of an audiovisual work shall own the copyright to their work, which forms an independent part of the audiovisual work and can be used independently of the work as a whole. The exercise of economic rights in respect of such a work may take place independently, unless otherwise stipulated in the contract with EAMT, provided that such use does not adversely affect the interests of the use of the work as a whole.
31. EAMT may use audiovisual works created in the course of studies, including audiovisual recordings of doctoral, master's, bachelor's or final examinations and stage productions and performances, for reproduction, distribution and making available to the public in EAMT's digital archive (repository) and on the YouTube channel managed by EAMT. Such use must not be for commercial purposes and may not be the basis for the creation of derivative works.

Implementation of the procedure

32. Sections 1 to 16, 18 to 22 and 24 to 32 of this procedure shall enter into force upon approval of this procedure by the EAMT Senate. Clauses 17 and 23 shall enter into force on 28 August 2023.

Annex No. 1

Non-exclusive licence /... / to reproduce and make available to the public

1. I / *name of author* / grant to the Estonian Academy of Music and Theatre free of charge permission (in the form of a non-exclusive licence) to reproduce the work / *title of the academic or creative work* / created by me and supervised by / *name of the supervisor* / for the purpose of preservation, including inclusion in the EAMT digital archive, until the expiry of the copyright.

2. I authorise the Estonian Academy of Music and Theatre to make the work mentioned in point 1 available to the public via the Academy's online environment, authorising the reproduction, distribution and communication to the public of the work with attribution to the author and prohibiting the creation of a derivative work and the use of the work for commercial purposes, until the expiry of the copyright.

3. I am aware that the rights referred to in points 1 and 2 shall remain vested also in the author.

4. I declare that by granting a non-exclusive licence I am not infringing the economic rights of any other person or the rights of others under the law relating to the protection of personal data.

Name of author

Date

Signature

Annex No. 2

1. I / *name of student* / grant to the Estonian Academy of Music and Theatre free of charge the right (in the form of a non-exclusive licence) to record the performances created within the framework of my studies and during the period of study, to reproduce the recording of the performance directly or indirectly, temporarily or permanently, in part or in full, in any form or by any means, including the storage of the recording of my performance in the digital archive of EAMT until the expiry of the copyright.
2. I authorise the Estonian Academy of Music and Theatre to make the recording mentioned in point 1 available to the public through the Academy's online environment, allowing, with attribution to the performer, the reproduction, distribution and communication of the work to the public, including broadcasting the performance by radio, television or satellite, and to make the recording of the performance available to the public in such a way that persons may use the performance at a place and time chosen by them individually.
3. According to the terms of this non-exclusive licence, the performances may not be used for commercial purposes.
4. I am aware that the rights referred to in points 1 and 2 shall remain vested also in the performer.
5. I confirm that by granting a non-exclusive licence I am not infringing the rights of any other person or persons arising from legislation regarding the protection of intellectual property rights and/or personal data protection.

Name of student

Date

Signature

Annex No. 3

1. I / *name of student* / grant to the Estonian Academy of Music and Theatre free of charge the right (in the form of a non-exclusive licence) to reproduce, directly or indirectly, temporarily or permanently, in whole or in part, in any form or by any means, the first recording of the sound or other phonogram originating from the performance of the work, including the right to store my phonogram in the digital archive of EAMT until the expiry of the copyright period.
2. I authorise the Estonian Academy of Music and Theatre to make the phonogram mentioned in point 1 publicly available through the online environment of the Academy, allowing the reproduction, distribution and communication to the public of the phonogram, including broadcasting by radio, television or satellite, and to make the phonogram publicly available in such a way that persons may use the performance at a place and time chosen by them individually.
3. According to the terms of this non-exclusive licence the phonogram may not be used for commercial purposes.
4. I am aware that the rights referred to in points 1 and 2 shall remain vested also in the phonogram producer.
5. I confirm that by granting a non-exclusive license, I am not violating the rights of any other person or persons arising from legislation regarding the protection of intellectual property rights or personal data protection.

Name of the phonogram producer

Date

Signature