

Survey on contractual practices affecting the transfer of copyright and related rights

Fields marked with * are mandatory.

Introduction to the study and to the consultation activity

To better understand contractual practices in the creative sectors involving the transfer of rights and assess their impact on authors, performers and producers, the Directorate General for Communications Networks, Content and Technology (DG CONNECT) of the European Commission has entrusted a study called '**Study on contractual practices affecting the transfer of copyright and related rights and the creators and producers' ability to exploit their rights**' to the Consortium coordinated by Verian, in partnership with Milieu, NTT Data and VUB. The objectives of the Study are to:

- collect data and evidence regarding contractual arrangements related to the transfer of copyright or neighbouring rights, and evaluate their effects, particularly on creators' ability to receive fair compensation and producers' capacity to utilise their rights effectively for long-term gain;
- examine the relevant regulations at both national, EU and international levels and analyse these contractual practices from a legal perspective; and
- identify potential solutions to the challenges highlighted in the research.

As part of the Study, this EU-wide survey is launched, with the aim of:

- exploring the extent and evolution of **contractual practices** where authors and performers transfer their rights to producers/users;
- understanding different practices regarding the **scope of rights transferred, remuneration, and enforceability**;
- assessing the **impact** of such contractual practices on authors and performers.

While the primary **audience** for this survey comprises authors and performers in the creative sectors, insights from Professional Organisations (including Collective Management Organisations (CMOs), Trade Unions or Professional Associations) representing authors and/or performers are also welcome. Therefore, most questions are geared directly towards authors and performers, but we invite you to answer them on behalf of your members. In addition, please note that:

1. If you are **both** a performer and author: You can only answer the survey as a performer **or** an author, if you wish to answer as both, you will have to fill out the survey twice, once as a performer and once as an author.
2. If you are a professional association/ trade union/ CMO representing authors or performers: Please answer on behalf of your members' general opinion, identifying their role and sector they represent.
3. If you are a professional association/ trade union/ CMO representing **both** authors and performers: We ask you to fill out the survey choosing to answer representing performers **or** authors, and then

filling it out a second time if you would like in order to provide both perspectives.

The survey is structured in **8 main blocks**:

- Block I: Preliminary questions;
- Block II: Contractual practices involving transfer of rights;
- Block III: Negotiation of contracts;
- Block IV: Scope of the transfer of rights;
- Block V: Remuneration for the transfer of rights;
- Block VI: Enforceability of contracts;
- Block VII: Impact of the contractual practices on authors and performers; and
- Block VIII: Final remark.

This survey takes around **15 minutes** to complete and is available in **English**, but you can answer open questions in your own language, if needed. The survey questions consist of a combination of single choice, multiple choice and open (text) questions.

The survey can be completed over more than one session, by clicking on “Save as draft” (top right of screen) and storing the link provided; however, you are encouraged to complete it in a single session, if possible. If you need to consult with others to complete the survey, you can **download a PDF** by clicking “**Save as draft**” (top right of screen) and following the instructions on the next screen.

The survey will be open until the **21st of June**. Thank you in advance for taking the time to complete this questionnaire. Your support is very much appreciated.

Should you have any questions, please do not hesitate to contact us through emailing study.cultural.contractual.practices@nttdata.com

Your personal data shall be processed in compliance with the EU General Data Protection Regulation no. 679/2016 ("GDPR") and Regulation 2018/1725 setting the rules applicable to the processing of personal data by European Union institutions. For more information regarding the data collected and how it will be processed, please refer to the **attached Privacy Statement**.

Privacy Statement

[Privacy_statement.pdf](#)

Block I – Preliminary questions

Creative sectors involve a broad range of actors. To help us to understand who you are, the type of organisation you work for and your role(s) within this landscape, please answer the following questions.

While the primary audience for this survey comprises authors and performers in the creative sectors, insights from Collective Management Organisations (CMOs), Professional Associations, and Trade Unions

representing authors and/or performers are also welcome. Therefore, most questions are geared directly towards authors and performers, but we invite you to answer them on behalf of your members. In addition, please note that:

- 1) If you are both a performer and author: You can only answer the survey as a performer or an author, if you wish to answer as both, you will have to fill out the survey twice, once as a performer and once as an author.
- 2) If you are a professional association/ trade union/ CMO representing authors or performers: Please answer on behalf of your members' general opinion, identifying their role and sector they represent.
- 3) If you are a professional association/ trade union/ CMO representing both authors and performers: We ask you to fill out the survey choosing to answer representing performers or authors, and then filling it out a second time if you would like in order to provide both perspectives.

* Please indicate whether you are answering the survey on behalf of a professional organisation (including professional association/ trade union/ CMO representing authors and/or performers) or on your behalf as an individual

- I am answering the survey on behalf of a professional organisation
- I am answering the survey on my own behalf as an individual

* Please indicate your primary professional role, specifying whether you identify as an author or as a performer

- Author (i.e. someone who creates works)
- Performer (i.e. someone who presents or interprets the work created by an author)

* Please indicate your professional status whether you are an independent worker or an employee of a company

- I am an independent worker
- I am an employee of a company

* As a professional, are you a member of an organisation to protect your rights and interests?

- Yes, I am a member of a collective management organisation (CMO)
- Yes, I am a member of a trade union
- Yes, I am a member of a professional association
- Other
- No, I am not a member of any organisation to protect my rights as a professional

Please provide the name of the organisation(s)

600 character(s) maximum

* Please indicate the type of organisation you are answering on behalf of

- A collective management organisation (CMO)
- A professional association
- A trade union
- Other

If other, please specify the right designation

600 character(s) maximum

Please provide the name of your organisation

600 character(s) maximum

* What stakeholders does your organisation represent?

Please note that if you select "option c: None of the above" you will be redirected to the end of the survey as the latter is targeted to professional organisations representing authors/performers

- Authors
- Performers
- None of the above

* In which territory do you primarily operate (i.e. please specify if you operate in specific EU Member State(s) or across the entire EU region)?

EU
Austria
Belgium
Bulgaria
Croatia
Cyprus
Czechia
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Luxembourg
Malta
Netherlands
Poland
Portugal
Romania
Slovak Republic
Slovenia
Spain
Sweden

* In which sector do you primarily operate?

- Music
- Audiovisual
- Literary works
- Videogames
- Visual arts

* In which sector do you primarily operate?

- Music
- Audiovisual

* Could you specify your professional role as an author?

- Songwriter
- Composer
- Lyricist
- Other

If other music author, could you please specify?

600 character(s) maximum

* Could you specify your professional role as a performer?

- Featured artist
- Non-featured artist

* Could you specify your professional role as an author?

- Director
- Scriptwriter/screenwriter
- Composer of film music
- Other audiovisual author

If other audiovisual author, could you please specify?

600 character(s) maximum

* Could you specify your professional role as a performer?

- Actor/actress
- Voice actor

* Could you specify your professional role?

- Writer
- Translator
- Photographer and/or illustrator
- Other

If other literary works author, could you please specify?

600 character(s) maximum

* Could you specify your professional role?

- Designer
- Developer
- Scriptwriter
- Other

If other videogame author, could you please specify?

600 character(s) maximum

* Could you specify your professional role?

- Graphic designer
- Photographer
- Illustrator
- Other visual artist

If other visual artist, could you please specify?

600 character(s) maximum

* How many years of professional experience do you have in your field?

- 0-4 years
- 5-9 years
- 10-14 years
- 15-19 years
- 20 years or more

Block II – Contractual practices involving a transfer of rights

This block aims to understand contractual practices involving a transfer of rights of authors and performers to their counterparts in charge of exploitation or distribution of their works.

Transfer of rights means giving to a third party the permission to use, sell, distribute the work or manage the rights on the work. This can be done in three main ways:

- **Transfer of rights' ownership:** Authors and performers give all their rights to a counterpart, making them the **new owners** of those rights. For example, they can sell or use your work without asking you for permission each time.
- **Licensing of rights:** Authors and performers **keep ownership** of their work, but grant to a counterpart permission to use it in specific ways for a certain period. They still own the rights, but the counterpart can use the work according to the agreement.
- **Assignment:** Authors and performers **grant a third party** the right to manage copyright or related rights in a work or performance on their behalf. (e.g. The third party to whom authors/performers have assigned their rights, typically their CMO, is exclusively entitled to manage and license those rights on your behalf and will pay you when your musical work, performance, or sound recording is used.)

In addition, you may be in an employment relationship with your counterpart in which you commission your rights:

Commissioning of rights: Content or work commissioned in the context of an employment relationship between an author or performer and his/her employer, or in the context of a contractual relationship between an independent contractor and the “client”. In the US, an analogous concept is used, namely ‘work-for-hire’.

Sometimes, rights might be transferred **permanently**, while other times, the transfer is for **a set period**. Payment can be a **one-time lump sum** or ongoing **royalties** based on how much the work is used. This transfer allows others to manage and exploit the work, helping it reach a broader audience while compensating the author or performer for their creative efforts.

To understand these practices better, it's essential to know the different types of rights involved:

Copyright: An exclusive right encompassing two types of rights:

- **Economic rights** (also known as **exploitation rights**) enable authors to control the use of their works and be remunerated for their use, by allowing them to authorise (or prohibit) the making and distribution of copiers as well as communication to the public. These rights can be transferred to a third party.
- **Moral rights** include the right to claim authorship of the work and the right to object to any derogatory action in relation to the work.

Related Rights: Exclusive rights pertaining to subject matter other than original works, such as performances, fixations of phonograms, broadcasts, first fixations of films, press publications and – in the case of the sui generis right of database makers – in the investment in non-original databases. **Depending on the national legislation, related rights can include both moral rights and economic/exploitation rights.**

We kindly invite you to respond to this block considering typical contractual practices in which the members of your organisation are usually involved.

* How would you describe your level of understanding and awareness of your contractual practices and your rights?

- Very knowledgeable
- Somewhat knowledgeable
- Limited knowledge
- Not knowledgeable
- I do not know

* Have you ever transferred the rights of your work to a counterpart?

Please note that if you select either "option b: No" or "option c: I do not know" you will be redirected to the end of the survey as the latter is specifically aimed at collecting evidence on contractual practices involving a transfer of rights

- Yes
- No
- I do not know

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a distributor
- I transfer my rights to a broadcaster
- I transfer my rights to a producer

- I transfer my rights to my employer
- Other

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a distributor
- I transfer my rights to a broadcaster
- I transfer my rights to a producer
- I transfer my rights to my employer
- Other

If other, please specify

600 character(s) maximum

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a videogames platform
- I transfer my rights to a cloud streaming service
- I transfer my rights to my employer
- Other

If other, please specify

600 character(s) maximum

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a publisher
- I transfer my rights to a media agency
- I transfer my rights to a gallery
- I transfer my rights to a museum or art institution
- I transfer my rights to a company or employer
- Other

If other, please specify

600 character(s) maximum

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a publisher
- I transfer my rights to an independent record label
- I transfer my rights to a major record label
- I produce my own music
- I transfer my rights to a streaming platform
- Other

If other, please specify

600 character(s) maximum

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a producer
- I produce my own music
- I transfer my rights to an independent label
- I transfer my rights to a major label
- I transfer my rights to a streaming platform
- Other

If other, please specify

600 character(s) maximum

* To which counterpart(s) do you typically transfer your rights to?

- I transfer my rights to a publishing house
- I transfer my rights to a literary agent
- Other

If other, please specify

600 character(s) maximum

* How do you typically transfer your rights to your counterpart(s)?

- I transfer my rights' ownership to my counterpart
- I commission my rights for a work to my counterpart
- I assign my rights for a work to my counterpart
- I license my rights for a work to my counterpart
- Other

If other, please specify

600 character(s) maximum

Block III - Negotiation of contracts

This block aims to understand the bargaining dynamics between authors/performers and their counterparts within contract negotiations for the transfer of rights.

We kindly invite you to respond to this block considering the typical characteristics of the negotiation in which your members are usually involved.

We kindly invite you to respond to this block considering the typical characteristics of the negotiation in which your members are usually involved.

Please click the 'Next' button and proceed to the end of the survey.

* Have you ever attempted to negotiate your contracts involving a transfer of rights?

- Yes
- No
- I do not know

* Please explain why you have never attempted to negotiate your contracts

600 character(s) maximum

* Do you typically negotiate your contracts directly with your counterpart?

- Yes
- No
- I do not know
- Other

* If other, please specify

600 character(s) maximum

* Who manages the negotiation on your behalf?

- A trade union
- A collective management organisation (CMO)
- An independent management entity (IME)
- A professional association
- A lawyer
- An agent
- Other

If other, please specify

600 character(s) maximum

* Do you receive support or advice to negotiate the transfer of your rights from third parties which are not directly involved in these contracts?

The third parties refer to entities such as legal counsel, a CMO, Trade Union or any other professional association.

- Yes
- No
- I do not know

* Choose from the list below which entities you receive support or advice from:

- A trade union
- A collective management organisation (CMO)
- A professional association
- A lawyer
- An agent
- Other

If other, please specify

600 character(s) maximum

* What terms and conditions of your contract are you able to negotiate?

- The entire contract is negotiable
- Terms and conditions related to remuneration
- Terms and conditions related to duration of transfer of rights
- Terms and conditions related to geographical scope
- I do not know
- Other

If other, please specify

600 character(s) maximum

* How would you say your personal bargaining power has changed over the last 5 years when it comes to negotiating contracts involving a transfer of rights?

- Increased
- Decreased
- Remained the same
- I do not know

Please explain the reasons of this change and how it affects you

600 character(s) maximum

* Do you feel professional organisations (such as trade unions, professional associations, CMOs) have sufficient bargaining power in negotiating individual contracts for authors and performers?

- Not applicable
- Never
- Rarely

- Often
- Always
- I do not know

Please explain why

600 character(s) maximum

* Have you personally been involved in negotiating or benefiting from a collective bargaining agreement in your work?

- Yes
- No
- I do not know

What has been your experience?

600 character(s) maximum

* Have you noticed any improvement in your contracts since a collective agreement was put in place?

- Yes
- No
- I do not know

* Could you please further explain?

Block IV – Scope of the transfer of rights

This block aims to explore the precise details of the rights transferred within the contractual agreements that authors/performers have entered into within the creative sectors. By delving into these specifics, it seeks to gather comprehensive information about which rights are typically transferred in the agreements and how they are defined and constrained.

We kindly invite you to respond to this block considering the rights that the members of your organisation generally transfer.

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Please click the 'Next' button and proceed to the end of the survey.

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. mechanical rights, reproduction rights, distribution rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. direction rights, mechanical reproduction rights and publishing rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. such as distribution, reproduction or rental rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. such as distribution, reproduction or rental rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. translation rights, audiovisual adaptation rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation rights (e.g. merchandising rights, reproduction rights and rights to display publicly)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Do you typically transfer to your counterpart your economic/exploitation right (e.g. distribution rights, reproduction rights)?

Please note that economic/exploitation rights are those that allow you to control and obtain economic benefits from the use of your works.

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

Please specify the type of economic/exploitation rights and/or describe them

* Have you ever been asked to transfer your moral rights to your counterpart?

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

* Have you ever been asked to transfer rights that you later wished you had retained (e.g., you were asked to transfer rights that were not necessary for exploitation purposes)?

- Yes
- No

I do not know

* Please specify which rights and the reason(s) why you transferred those rights (e.g. you had limited bargaining power, you perceived the transfer of rights as necessary to obtain better opportunities)

600 character(s) maximum

* Do you transfer your rights for the primary purpose for which your work is intended, like the main release or distribution? (e.g. publishing a book, releasing a film in theatres, or broadcasting a television programme, etc.)

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

If possible, please explain your previous response

600 character(s) maximum

* Do you transfer your rights for any subsequent or future purposes for which your work is used or potentially be used after its initial release? (e.g. adapting your film into a TV series, creating merchandise based on your book characters, broadcasting in another territory, etc.)

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

If possible, please explain your previous response

600 character(s) maximum

Block V – Remuneration for the transfer of rights

This block is dedicated to understanding the remuneration received for the transfer of your rights, encompassing aspects such as how remuneration is determined and whether it is perceived as fair.

We kindly invite you to respond to this block considering the typical remuneration that the members of your organisation usually receive for the transfer of their rights.

We kindly invite you to respond to this block considering the typical remuneration that the members of your organisation usually receive for the transfer of their rights.

Please click the 'Next' button and proceed to the end of the survey.

* Which type(s) of remuneration do you typically receive from your counterpart (e.g. publisher/record label /agency) for the transfer of your rights?

Maximum 2 selection(s)

- Lump-sum payment** (i.e. one-time payment made upfront for the transfer of rights, typically not contingent on future earnings or usage)
- Lump-sum payment and bonus** (i.e. one-time payment complemented with additional payments conditioned to the fulfilment of certain milestones)
- Royalties** (i.e. form of compensation that may typically be calculated as a percentage of the revenues derived from the exploitation of your rights)
- Advance payments recouped from future royalties** (i.e. payments provided before the remuneration derived from sales and usage, with the expectation that these will be recouped from future royalty payments)
- I do not know
- Other

Please specify which other

600 character(s) maximum

Please provide any further information on the type of remuneration you receive for the transfer of your rights

600 character(s) maximum

* In your experience, how has the use of lump-sum payments (in exchange for a transfer of rights) changed over time?

- Increased
- Decreased
- Remained the same
- I do not know

Please explain why

600 character(s) maximum

What royalty rate do you typically receive from your counterparts from the revenues derived from the exploitation of rights?

Please select "0" if you do not know

Are there any challenges you have faced regarding your remuneration for the transfer of rights?

* Do you believe that collective bargaining agreements are important for ensuring fair remuneration for authors and performers in Europe?

- Yes
- No
- I do not know

Please explain why

Please, provide any further information on the use of collective bargaining agreements

600 character(s) maximum

* To what extent do you feel you can re-negotiate remuneration terms in your contracts?

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not know

Please explain why you never or rarely re-negotiate remuneration terms in your contracts

600 character(s) maximum

Please explain how you re-negotiate remuneration terms in your contracts

600 character(s) maximum

* Do you get transparency from your counterpart about the revenues generated by the exploitation of your rights?

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not now

* How do you receive such information?

- My counterpart shares financial statements with me
- I have access to sales or usage reports
- My counterpart has a contractual obligation to provide to me so
- I do not know
- Other

Please specify in which other ways you receive such information

600 character(s) maximum

To your knowledge, what is it the reason why you do not get transparent information about the revenues generated?

600 character(s) maximum

Block VI – Enforceability of contracts

This block aims to understand the enforceability of the contracts, including challenges related to the enforceability.

We kindly invite you to respond to this block considering the typical challenges that the members of your organisation usually face to enforce their contracts.

We kindly invite you to respond to this block considering the typical challenges that the members of your organisation usually face to enforce their contracts.

Please click the 'Next' button and proceed to the end of the survey.

* Can you choose the law/jurisdiction applicable to your contract?

- Yes
- No
- I do not know

* Please specify on which occasions you have had a say in the choice of law/jurisdiction, what were the reasons for this choice and whether you had to specifically ask for it

* Please specify why you did not have a say in the choice of law/jurisdiction and feel free to further elaborate your response

What law/jurisdiction is applicable to your contract for the transfer of rights?

- * The law of an EU country
- The law of a non-EU country
- I do not know

Please specify the country(s) from which the legislation was applied

600 character(s) maximum

Please specify if the application of a foreign law caused any specific challenge to enforce your rights

600 character(s) maximum

Have you ever encountered any of the following challenges to enforce your rights?

	Not applicable	Never	Rarely	Often	Always	I do not know
* Complex contracts where the terms and conditions are ambiguous and therefore difficult to understand	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
* Language barriers (e.g. the contract is drafted in a language you do not speak)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
* Difficult communication with your counterparts (i.e. lack of reply to your inquiries)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
* Presence of confidentiality and non-disclosure clauses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
* Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please specify which other

600 character(s) maximum

* Have you ever initiated a litigation process against your counterpart?

- Yes
- No
- I do not know

* How would you rate your experience with litigation? (in terms of affordability of the process, length, complexity, effectiveness, challenges encountered, etc.)

- Very satisfied
- Satisfied
- Dissatisfied

- Very dissatisfied
- I do not know

Could you please explain why?

* Have you ever used an alternative dispute resolution mechanism in case of disagreement with your counterpart?

- Yes
- No
- I do not know

Please explain the main reasons why you have not made use of mechanisms to enforce your rights in case of breach of a contract

* Which alternative dispute resolution mechanism(s) have you used?

- Arbitration
- Mediation
- Other

Please specify which other

600 character(s) maximum

* How would you rate your experience with the alternative dispute resolution mechanism(s) used? (in terms of affordability of the process, length, complexity, effectiveness, challenges encountered, etc.)

- Very satisfied
- Satisfied
- Dissatisfied
- Very dissatisfied
- I do not know

Could you please explain why?

Block VII – Impact on the contractual practices on authors and performers

This block aims to understand the implication of the current contractual practices on authors and performers in terms of remuneration and creativity.

We kindly invite you to respond to this set of questions considering the common impacts of current contractual practices on the members of your organisation.

We kindly invite you to respond to this set of questions considering the common impacts of current contractual practices on the members of your organisation.

Please click the 'Next' button and proceed to the end of the survey.

* Do you feel that the remuneration offered in your contracts for the transfer of your rights is fair, considering the economic value of your work(s)?

- Not applicable
- Never
- Rarely
- Often
- Always
- I do not now

* Please specify why you consider the remuneration offered is never or rarely fair

- It excludes opportunities for future growth or advancement
- It hinders financial sustainability
- It is below industry practices (e.g., prevalent remuneration form and ranges within the sector)
- It is below market trends (e.g., social, economic and/or technological conjuncture, evolution of the sector, legal framework)
- It does not comply with the terms and conditions agreed in the contract
- It disregards the real or potential economic value of the work
- I do not know
- Other

Please specify which other

600 character(s) maximum

Please specify which industry practices

600 character(s) maximum

Please specify which market trends

600 character(s) maximum

* Please specify why you consider the remuneration offered is often or always fair

- It is aligned to or above industry practices
- It is aligned to or above market trends

- It is aligned with the terms and conditions agreed in the contract
- It compensates the real or potential economic value of the work
- I do not know
- Other

Please specify which other

600 character(s) maximum

Please specify which industry practices

600 character(s) maximum

Please specify which market trends

600 character(s) maximum

* How do lump-sum payments against the transfer of all your rights impact your actual income?

- They negatively affect my income
- They positively affect my income
- They have no impact on my income
- I do not know

Please further elaborate on your response

600 character(s) maximum

Would there be any implication if you refuse to accept a lump-sum payment in exchange of a transfer of rights?

600 character(s) maximum

* How do you perceive the impact of the current laws and policies in your region/country on these contractual practices?

- They adequately protect my rights
- They somehow protect my rights
- They do not effectively protect my rights
- I do not know

Please explain why

600 character(s) maximum

We kindly invite you to respond to the following questions based on the perspective of your organisation.

We kindly invite you to respond to the following questions based on the perspective of your organisation.

* Please indicate the extent to which contractual practices (e.g. transferring all of rights through lump-sum payment, contracts governed by non-EU law) affect the operations and effectiveness of CMOs in your sector

- Significantly increased operations and effectiveness of CMOs
- Somewhat increased operations and effectiveness of CMOs
- No significant impact on operations and effectiveness of CMOs
- Somewhat decreased operations and effectiveness of CMOs
- Significantly decreased operations and effectiveness of CMOs
- I do not know

Please explain why

600 character(s) maximum

* Are you aware of any specific challenges that CMOs face due to these contractual practices?

- Yes
- No
- I do not know

Please specify which challenges

600 character(s) maximum

Block VIII – Final remarks

This block is for you to share any additional consideration, remark or suggestion you may have.

Please click the 'Next' button and proceed to the end of the survey.

What improvements would you like to see in contractual practices within your sector?

600 character(s) maximum

In your opinion, how can the current practices on transferring all or some rights for a lump-sum payment be improved to better protect authors and performers' interests? Please provide any suggestions or ideas.

600 character(s) maximum

Would you like to share any examples of contracts or specific contractual clauses with us?

Please upload the contract examples in anonymised manner and in respect of your contractual agreements. We ensure that personal and confidential information shared will be treated with the utmost care and in accordance with applicable rules, including on data protection (GDPR). In particular,

- *The research team will not publish any personal data or confidential information shared.*
- *The team takes all necessary measures to ensure the privacy and security of participants' personal data.*
- *Respondents are directed to consult the privacy statement provided for further information on data processing and protection.*

Do you have any further considerations or information you would like to share?

If you are open to being contacted for a potential follow-up interview, please provide us with your contact information.

We ensure that personal and confidential information shared will be treated with the utmost care and in accordance with applicable rules, including on data protection (GDPR).

600 character(s) maximum

Closing

Thank you for your valuable help and support, your answers will provide an important contribution to this study.

Should you need any further information or have any questions, please do not hesitate to contact NTT DATA: study.cultural.contractual.practices@nttdata.com

