

Interpretation of Copyright Agreements

The case concerned a dispute regarding an agreement concluded between two authors, a man and a woman. The authors had previously collaborated on a book series, but their collaboration ended during the work on the second book. The agreement stated that the authors acknowledged the woman as the sole author of the second book and that the full copyright would remain with her. After the book was completed and published, with only the woman listed as the author, the man sued both her and the publisher for copyright infringement, claiming damages among other remedies. The man alleged that his copyright-protected texts had been used in the second book without his permission. The woman and the publisher denied the infringement and argued that the man had assigned and waived his rights to the woman.

The Supreme Court noted that the existence of certain special principles of contract interpretation within the field of copyright law has been long debated. The meaning of these principles, which have been referred to as the principle of speciality, the principle of specification, the speciality principle, and similar terms, has often been described as meaning that no rights of the author should be considered transferred to the acquirer unless expressly stated in the agreement. Furthermore, broad, vague, or silent agreements should be interpreted restrictively in favour of the author. These principles stem from the idea that transfers of copyright should be clearly specified and have sometimes been seen as creating a presumption against total assignments or unnecessarily broad or comprehensive acquisitions. The application of such principles has been justified by the belief that authors are in a particularly vulnerable position, and that protecting them is crucial to fostering the creation of literary and artistic works.

However, the Supreme Court has now established that while special considerations relating to the purposes and characteristics of copyright law may need to be taken into account when interpreting copyright agreements, such considerations should be harmonised with the general principles of contract interpretation.

This means that, in cases of dispute regarding a copyright agreement where no common intention of the parties can be established, the interpretation should be based on objective grounds, starting with the wording of the agreement. If the wording allows for different interpretations or provides no clear guidance, reference should instead be made to the structure of the agreement, the background to its conclusion, the nature of the subject matter, and similar factors. In this context, the purposes and characteristics of copyright law can serve as complementary and clarifying considerations in the assessment and balancing of various interpretative factors relevant to the specific agreement, but they should not constitute independent interpretative principles. As with general contract interpretation, an overall assessment is required to determine which interpretative factors should be decisive. Where no clear answer emerges from this assessment, the rule of ambiguity or another general principle of interpretation should apply.