

# Summary

## Property rights and the licensing agreement

Nowadays copyright is more important than it ever used to be. Cause of this importance is the development of society and mainly new technologies of communication which emerged not long ago, particularly Internet.

Copyright in the Czech republic is based on dualistic conception, thereby we distinguish moral rights of author from property rights of author (that is in accordance with Berne convention article 6 bis). In the Czech law only property rights may be subject of licensing agreement.

In first chapters I deal with copyright in general. Its position in Czech law system and review of sources of law including international treaties and European directives. Furthermore, I define subject of copyright, thus author's work.

Chapter concerning author's property rights serves as an introduction to chapter analyzing licensing agreement. This chapter provides list of author's exclusive property rights mentioned in copyright act with their basic characteristics. Emphasis is put on the right to use the work. The enumeration of rights to use the work is demonstrative, so there may exist also different rights. Eventually in this chapter, there is mentioned duration of economic rights.

The most important part of my thesis is the last part, which is devoted to licensing agreement. The aim of this thesis is to analyze Czech legislation concerning licensing agreement. I shall consider, how the contemporary copyright act has changed in comparisson with preceding and if it complies with demands that may occure by virtue of technology development. This chapter is divided into eight subchapters and I attempt to involve all important aspects of licensing agreement. Regarding international treaties, licensing agreements are not regulated by them.

Conclusion resulting from this thesis is that unlike preceding copyright act the contemporary is based upon principle of contractual freedom. Hence, the free will of author and licence user is emphasized and they may stipulate almost all the conditions of contract. Secondly, compulsory formal and contentual essentials of agreement are not that numerous and that enables easier formation of contract. According to me, very important was amendment No. 216/2006 Coll., which added paragraph 5 and 6 in Article 46. These

paragraphs provide special regulation of offer and acceptance. This new regulation allows to effectively conclude contracts, mainly via Internet.

Generally, contemporary legislation concerning licensing agreement may be regarded as modern and suitable for possibilities of recent technologies.