

## Original Ownership of Economic Rights under Myanmar: What are they

Articles 22 and 23 of [Myanmar's Copyright Law](#) address the original ownership of economic rights in various scenarios, outlining who holds these rights initially under different circumstances. These provisions ensure that creators, who invest time and talent into producing original works, are recognized and rewarded for their contributions by being granted economic rights. KENFOX provides below the relevant regulations to facilitate correct understanding and application of economic rights in such scenarios.

### Original ownership of economic rights (Article 22)

**General principle:** The creator of a literary or artistic work is the original owner of the [economic rights](#) to that work.

#### Joint authorship:

- Co-authors share original ownership of the economic rights. In cases of joint authorship, the co-authors are deemed the original owners of the economic rights, necessitating agreements on how rights are to be managed and revenues shared, fostering collaboration while protecting individual contributions.
- If contributions are separable and authors identifiable, each author owns the rights to their respective parts. The ability to identify and separate individual contributions in collaborative works allows for distinct ownership rights, providing flexibility and protection for creators of significant, standalone parts of a work

#### Audiovisual and cinematographic works:

- The producer is typically the original owner of the economic rights, unless an agreement states otherwise. This mechanism reflects the producer's role in financing and managing production. This centralizes rights management but requires clear agreements with original creators to ensure fair compensation and credit
- The rights of authors of adapted literary or artistic works are preserved and not prejudiced by the production of audiovisual or cinematographic works, protecting their interests against unauthorized or uncompensated use.

**Collections:** The initiator of a work collection (a person or legal entity) holds the economic rights, barring any different agreement.

**Photographic works:** The photographer is the original owner of the economic rights unless the photograph was commissioned under a written agreement, in which case the commissioner owns the rights, unless stated otherwise in the agreement.

#### Works created in employment (*commissioned and employment-related works*)

The employer is the original owner of the economic rights for works created by an employee in the course of employment, unless an agreement specifies otherwise. The term "employer" encompasses legal representatives and heirs in private businesses.

### Authorship and representation (Article 23)

**Recognition of the author:** An author using their real name, pseudonym, or remaining anonymous is recognized as the work's author if there's no doubt about their identity. Article 23 ensures that authors can be correctly identified and represented, even when using pseudonyms, protecting their rights and facilitating the exercise of those rights.

#### Pseudonymous or anonymous works:

- The publisher appearing on the work is considered the author's representative and holds the economic and moral rights in the absence of proof to the contrary. Publishers of pseudonymous or anonymous works temporarily hold the economic and moral rights, acting in the author's stead. This provision ensures that rights have a steward until the author's identity is revealed or established.
- These rights revert if the author's identity is revealed.

### Final thoughts

The provisions under Articles 22 and 23 play a critical role in establishing the framework for [original ownership of economic rights](#), ensuring that creators can benefit from their works while providing mechanisms to manage and protect these rights in complex creation and publication scenarios. The recurring theme of “unless otherwise agreed” across these provisions underscores the importance of clear, written agreements in determining the allocation and exercise of economic rights, allowing for flexibility beyond the default legal framework.

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