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“Doctrine of "Work for Hire" under Copyright Law: Critical Analysis with Indian Cases”

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Copyright laws have certain limits to provide for public benefit, as is the case of fair use application observed in the UK, the US and India. Moreover in certain parts of the world a printing process is required to protect the created work by law. The copyright may be jointly owned by several authors, it being understood that individuals authors have their own specific rights to use and license the work.

In usually every 50 to 100 years, copyright post the death of the creator that vary in jurisdiction seems to be better and the many think that they are better for the protection. This is also known as the right of the author. The copyright guarantees the author control over their work which can be a tangible object, like books or monuments, or an intangible one, such as music, sculptures, movies or computer programs, and further includes databases, advertisements, maps, and technical drawings. In India, the Copyrights Act of 1957 defines copyright, and "work made for hire" is recognised by law. There are two sorts of work for hire:

A. Things created during work or apprenticeship.
B. Commissioned artworks.

Every nation has a unique legal structure regulating work-for-hire arrangements, just as other laws. This talk will centre around three countries and their unique legal rules regarding work-for-hire agreements in order to better understand how these arrangements work in different situations.

The principle of Work for Hire is a concept in the law of intellectual property that has been accepted by American courts under Section 101 of the Copyright Act. While it is popular to believe that creators own the rights to their works, this is not always the case; often, these rights are owned by publishers or labels. The concept of work for hire primarily refers to "works made for hire," in which the employer is considered the author, despite the fact that the work was created by a staff member. The employer entity may be a company, a group of people, or an individual. The idea received legal standing with the passage of the Copyright Act of 1976. This debate will look at the work-for-hire doctrine and how it has been interpreted by judges.

The "work made for hire" doctrine is an exception to ordinary copyright ownership restrictions. According to this concept, if an employee develops a work within their employment scope, such as photographs or written material for a company website, the employer, not the employee, immediately becomes the exclusive copyright owner, unless an agreement states otherwise. For example, Cuddy & Feder LLP owns the copyright for this blog post.
The "work made for hire" paradigm gets more complex when the maker is an independent contractor rather than an employee. Distinguishing between an employee and an independent

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contractor is based on agency law and frequently depends on individual factsIn general, the more control one party has over the work's development, the more likely the author will be labelled as a worker.

For the work of an independent contractor to be considered a "work made for hire," three criteria must be met:

- Work must be specifically ordered or paid. Both parties must sign a legal agreement stating that the work is "work made for hire."
- The work must fit into one of the nine classifications defined in Section 101 under the United States Copyright Act.

Research Questions:

Key questions for this research include:

1. How has the concept of "work for hire" evolved?
2. How is "work for hire" applied in different countries and legal jurisdictions?
3. How is the "work for hire" doctrine implemented in populous nations like the United States and India?
4. What are the judicial interpretations of the "work for hire" doctrine?

Research Objectives:

- To conduct a critical study of the "work for hire" concept and its necessity across different jurisdictions.
- To examine the general guidelines and related international conventions concerning "work for hire."
- To explore specific provisions related to logos, trademarks, or other brand-related works created under "work for hire."
- To critically assess the efforts to enforce the "work for hire" doctrine.
- To review the terms of protection available for works created under the "work for hire" concept and related categories.
- To examine how copyright ownership is distributed between business owners and employees in work-for-hire scenarios;
- To evaluate the underlying assumptions of ownership in work-for-hire arrangements in the absence of specific contracts or agreements;
- To explore the aspect of moral rights within the context of work-for-hire;
- To conduct a detailed study of key legal decisions regarding works made for hire.

Research Methodology

This research takes into account various factors from social, economic, and technological sectors, addressing the techno-legal challenges through doctrinal and analytical methods rather than experimental ones. The study involves collecting data from both primary and secondary sources.

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Primary Sources: This includes international legal frameworks such as the Paris Convention 1883, Universal Copyright Convention 1956, Patent Cooperation Treaty 1970, Berne Convention 1971, WIPO Copyright Treaty 2000, and the TRIPS Agreement 1994. Legislation from the US, including Title 17 of the US Code (Copyrights), Title 35 of the US Code (Patents), the Digital Millennium Copyright Act 1998, and guidelines from the US Patent and Trademark Office (USPTO), are crucial. In India, sources like the Copyright Act 1957, the Patent Act 1970, and the Computer Related Inventions Guidelines are examined. Judicial decisions from both the US and India are also analyzed to understand the complexities of the legal frameworks.

Secondary Sources: Various legal reports and analyses concerning the US and India by statutory and non-statutory bodies, as well as articles from renowned academics and researchers published in internationally referred journals and websites, provide insights into the statutes of the "work for hire" doctrine. Websites of the WIPO, European Patent Office (EPO), USPTO, Indian Patent Office, and other professional sites offer valuable information for deeper analysis.

Research Tools: Research tools utilized include resources found in libraries, especially law libraries, as well as journals, legal case digests, and the internet. These tools aid in scrutinizing the existing legal systems and regulations related to the protection of copyrights and patents, particularly in software.

I. Definition and Provisions of Work for Hire

Before the Copyright Act of 1976 was enacted, copyright law was governed by the Copyright Act of 1909. Under the prior Act, copyright ownership was considered to belong to the employer for jobs created as work for hire, unless an agreement stated otherwise. In contrast, the 1976 Act states that a work is only regarded a "work made for hire" if the parties have a clear, written agreement outlining the arrangement, allowing the employer to claim ownership.

Section 17 U.S. Code § 201(b) defines "Works Made for Hire" as situations where, in cases like commissioned paintings, the entity or individual commissioning the work is deemed the author, holding all rights, unless there is a specific written agreement stating otherwise.

Additionally, **contributions to collective works are treated differently under Section 201(e) of the Act**. While copyright in the entirety of the work as a whole is first owned by the employer or entity commissioning the work, individual contributions to the work are initially owned by the contributors. Without an explicit assignment of rights, the copyright holder of the whole work has only the right to duplicate and redistribute contributions as part of the original collective work, as well as any following collective works in the same set.

Software, often referred to as a "collaborative work," falls into a category that encompasses various works combined to form a complete unit, thereby generating a new collective work. The provisions under Section 201(c) align with contemporary law and practice, offering a balanced approach to rights equity. The section also notably includes a clause that allows for

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the reposting of contributions under certain limited circumstances, adding a crucial aspect to the foundational presumption.

II. Court Interpretation

In the Supreme Court decision Community for Creative Nonviolence v. Reed, the Supreme Court refined the standard used to determine labour for hire status. The court first had to determine if the developer of the work was a salaried individual or a freelancer. If the creator was an employee, the work would normally be classified as a work for hire under Part 1 of the meaning in Section 101. However, the term "employee" in this context does not follow the usual interpretation of the word. For copyright purposes, "employee" is defined as per the general rules of agency law, which will be further discussed under the "Agency Law" subheading.

INDIA

The Indian Copyrights Act, 1957, specifies the definition of work for hire under the following sections:

1. **Section 17(b)** - If an author creates a work on the commission of an individual, that individual will originally possess the copyright, unless there is a contractual arrangement that states otherwise.

2. **Section 17(c)** - If an author creates a work while employed under a contract of service or apprenticeship, and there is no agreement specifying otherwise, the employer will be the initial copyright owner.

In the case of ***Indian Performing Right Society Ltd. vs. Eastern Indian Motion Pictures Association and Ors.,*** the Supreme Court addressed the issue of whether a filmmaker can override the rights of a music composer or lyricist by hiring them under specific contractual conditions. The court referred to subsections (b) and (c) of Section 17, noting that a filmmaker could indeed become the initial owner of the rights if the music composer or lyricist is contracted directly for creating work, or is employed under a contract of service or apprenticeship. According to this understanding, Sections 17(b) and (c) allow a music composer's or lyricist's rights to be transferred to a film producer.

Furthermore, in ***Khemraj Shrikishnadass vs M/s Garg & Co***, it was indicated that when an author creates a work for hire in return for payment, the copyright typically belongs to the entity that commissioned the work, unless a different arrangement is stipulated in a contract. Under Indian law, unless specified by contract, freelancers retain initial ownership of their copyrights, whereas publishers, periodicals, or newspaper owners generally hold copyright for works created by employees during the course of their employment under service contracts. This places the responsibility on the involved parties to clearly define any departure from these norms in their contractual agreements.

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UNITED STATES OF AMERICA

Section 101 of the Copyright Act (The title 17 of the United States Code) defines a work made for hire in two ways: (1) a work created by a worker during the course of their jobs, and (2) a work particularly ordered or assigned for use pursuant to specific circumstances. The Supreme Court's ruling in Community for ***Creative Nonviolence v. Reed*** stated it is critical to assess whether a project was created by a worker or a freelancer. If the work was generated by an employee, it is normally classified as work made for hire under Part 1 of this definition.

In the case of ***Marco v. Accent Publishing Co***., the Third Circuit determined that Marco, a freelance photographer hired to photograph jewelry for Accent Magazine, was an independent contractor. Although Accent controlled the artistic aspects of the photography, such as supplying jewels and props, and even redesigning shots, Marco operated independently in his own studio, adhered to deadlines, and worked without employee benefits or regular employment structure. When a copyright issue emerged, the lower court determined that Accent's creative director had properly directed and assisted to the photography work, denying Marco's application for an injunction prohibiting the duplication of his photos.

Similarly, the case of ***Aymes v. Bonelli*** illustrated the nuances of independent contractor status in the context of commissioned works. Aymes, a computer engineer, was hired by Bonelli, a department store, to develop a computer program for managing various business operations. Despite working for two years on this project, when Bonelli reduced his hours and later refused to compensate him further unless he waived his rights to the program, Aymes found himself without recourse. This scenario underscored the complexities surrounding the ownership rights of works created by independent contractors versus employees.

The Third Circuit emphasized the significance of several factors in evaluating the nature of an employment relationship, asserting their critical importance in any such determination:

1. **Control over Creation Methods**: The extent to which the hiring entity has the authority to dictate the methods and processes used in the creation of the work.

2. **Required Skills**: The level of expertise and specific skills necessary to perform the tasks assigned.

3.**Compensation Provision**: The manner in which the worker is compensated for their services, whether through wages, fees, or other forms of remuneration.

4. **Tax Treatment**: The tax classification of the worker, whether they are treated as an employee or an independent contractor for tax purposes.

5. **Assignment of New Projects**: Whether the party who signed the contract has the authority to allocate extra assignments or duties to the worker outside of the scope of the original agreement.

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These factors are deemed crucial due to their substantial influence on the true nature of the employment relationship. As such, they should be accorded significant weight in any analysis aimed at determining the nature of the relationship between the parties involved.

THE UNITED KINGDOM

The eleventh section under the Copyright, Designs, and Patents Act 1988 provides for circumstances where the creation of copyright is recognized. This article specifically states that once an employee creates a literary, dramatic, music, or creative work, or film in fulfilment of his professional duties, the employer is the first owner of the copyright, regardless of any outside arrangement. On the other hand, when the commissioning of a copyright work is done by an individual or organization, The creator of the work is the true owner of its copyright unless there is a prior written agreement, otherwise.

Nonetheless, when there is no reference to copyright ownership in the commissioning contract, the courts in most cases infer an implied license and, therefore, allow the commissioning party to use the work for the intended purpose. Indeed, it is not a sale, and the commissioner gets a limited and non-exclusive license for use. This stresses the significance of copyright ownership determination in contracts which are concluded.

In the case of Noah vs Shuba, Dr. Noah, a medical doctor and researcher at PHLS wrote a healthcare pamphlet named "A manual to skin piercing hygiene" during his stay at PHLS. PHLS raised the reason of copyright over the booklet elaborating on points like PHLS support, use of their resources, and financial aid by PHLS for printing and editing. Yet, Dr. Noah rejects this allegation, stating that the booklet was developed not during his service with PHLS. The court supported Dr. Noah who argued that he had authored the booklet on an independent basis, unconnected to his official duties, and which PHLS had not specifically commissioned.

He emphasised, however, that he was a PHLS staff member, and that the thesis was not a PT assignment for his work. The judge acknowledged Dr. Noah's point of view. The judge decided to demonstrate that the work had been actually prepared in the house in his free time on weekdoays and weekends and that the author wrote this manuscript by his wish and from his own will not from the job, which he was working on.

The ***'Stevenson Jordan Harrison Ltd v MacDonald & Evans***' is the defining case where the concept of an employee based upon as 'the contract of service' was introduced. A staff member of a company wrote a book on his work history and involvement with several departments in the company. According to Section 5 (1) of the Copyright Act 1911, if the individual who authored the work had an identified job contract, the employer with whom the contract was signed might be considered as the initial owner of the book's copyright.

The determining question was if the individual was considered an employee only by virtue of a 'contract of service,' which would therefore qualify the employer for his copyright pursuant to Section 5(1) of the Copyright Act 1911. The judge distinguished among the service hired by

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the company and the service provided by the automobile. The court adopted the most commonly used "control test," which helped to distinguish the employer's right to intervene in worker performance processes.

According to the Court, a person is an employee under a service contract if the job is an important part of the company and is construed as an essential function of the business, but a person is an independent contractor only if the person is attached to the business. Because of the specifics of this scenario, the engineer's agreement was both ways at times. The engineer was claimed to be the creator of this work, but the information he obtained while working for the business beyond the meaning of the Copyright Act 1911 and should thus be excluded.

BACKGROUND:

Copyright first appeared after the invention of the printing press. The printing press significantly brought down the copying price and for a short time, there were no copyright laws which allowed anybody to get employed in the printing press to make copies. Then when new work was fashionable, other workers would rushed to copy their paintings and reissue it for their sake.

This, consequently meant that the only thing they could do was advertise different fabrics so as to create a demand. To enrol students, the market for manuscripts was wide and sometimes was quite lucrative to the students themselves. The printing press had caused so many transformations at the social sphere. Likewise the amount of reprint fee was low and due to this, the weak could sell the book. As a result, many readers could read the book.

What Is Work for Hire?

Work for hire refers to any task performed by one person or business for the benefit of another. This type of work result is referred to as intellectual property, which is something of value with no tangible form.

Who Owns the Copyright to a Work?

The very moment the work has been fixed (for example, into a printed book or when the work of art is finished) it only the property of the person who did it. These words apply for hiring except the work that is called a commission. In order to be considered as a work for hire, the owner of it is the employer who hired a person to produce it.

To determine who holds the intellectual property, the United States law defines the work performed for hire in two ways: To determine who owns the intellectual property, the United States law describes work done for hire in the following manners:

- A task undertaken by a staff member within in the role that he/she is employed.
- The work is especially under consideration if this is ordered for use in a variety of the situations.

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Technically, these employees are not being called employees under the law of agency but are employees as defined under the provisions of common law. Any independent contractor meeting the requirement of fulfilling the order or the commission should follow a given contract to avoid misunderstanding.

The right to ownership of a work for hire relies on the kind of creative activity:

With regard to the copyrights the US Copyright Office declares that author is. "The employer or one whom the work has been prepared for." The entity ends with the statement that this person "owns all of the rights embodied in the copyright" without a written agreement between both parties.

In the patent case, according to the USPTO, there is the original inventor who is the owner. Behind it all, the vast majority of people who work on patents are legally obligated to give their patent rights to the firm where they work.

To gain the trademark ownership, use of the mark is necessary. Even if the company uses the trademark as soon as the owner has created it, the owner has to assent to the work for hire agreement and assign the ownership of the mark directly to the employer.

Why do people require a Work-For-Hire Agreement?

When something of worth is created, things may grow messy. Who owns this object of significance? Who may earn cash out of it? A patent, for instance, can produce a large amount of revenue for its rightful owner over an entire life.

For example, suppose you have a worker who wrote a user guide for an item that you introduced. The default stance is that the business owns the product and intellectual property rights, not any particular person. But what if an employee decides to sue you, claiming they deserve both the copyright and the income? Should you have a written agreement, it will be more difficult for the employee to establish they genuinely own the intellectual property.

What Information should be given in a work for Hire Contract?

The portions typically encountered in a work-for-hire contract include, but are not limited to, those listed below. Hire work agreements bring an issue with them. It's so hard to predict what model one will need and there aren't any common industrial solutions since every case is unique. Likewise, certain states have their particular required language to make the ownership in work for hire a qualified exclusion. Identify the two parties. Along comes a brand new entity whose role is to meddle between the business and the worker. Establish the position (employee or work contract). Put in the addresses or give other identifiers instead. The word "address" is understood to mean more than just a physical address. It can be replaced with other identifiers to communicate the same message.

Include a clause that directly indicates in which person the property belongs. This is the looking forward part is of great meaning. Compose the corresponding words that deliver the message

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both parties accepts the work as for hire with the ownership lies not with the worker but with your business. Explain the payment relationship. Determine the Recipient (your Business)? Is there a payment provider? Name the payment method: cash, card, etc. When will payment be done? This is to create a necessary awareness of the hired car character. Illuminate the job's specifics. What is the format? What are the requirements? What is the date when it is supposed to be shipped? How often are deadlines set up? Conversely, if the worker is a contractor, i.e. a hired worker, this person would probably be required to take out insurance cover. There may be a confidentiality agreement that is part of the contract and, which can potentially, disclose the information relevant to the business of the contracting company. Briefly, explain about the effects (sanctions) will occur when one party failed to his/her duties in accordance with the agreement. Here might contain a provision of the dispute settlement where each of the two parties agrees to resolve shall through alternate dispute resolution methods.

Do I Require a Legal Representative for a Work-For-Hire Agreement?

You should not use "free" internet contract forms. Your specific legal situation may differ from the one covered in the form; regulations may have changed since the agreement was signed; and, as previously noted, your jurisdiction may have extra language requirements. It is typically advisable to have an attorney handle this deal.

Ensure that the legal professional you pick is familiar with property rights law. You may have a lawyer create an agreement for your organisation that you can use in a variety of scenarios. It is beneficial to keep several types of employees and contract workers.

Software as work-for-hire

A work would be classified as a work made for hire under the first category of 17 U.S.C 102 of the US Copyright Act ("Copyright Act") when the employer created such work within the scope of its employment. Though this portion of the application does not cause a lot of debates, an inquiry into the employment agreement and the job description should be conducted in order to fully comprehend what the employment is all about. On the one hand, things can be bilateral when a piece of software be the result of coding of an individual, group of coders or while the contract of employment does not entail some specific rights for software developments. A literal enforcement of 17 U.S.C. $102 could lead to software automatically falling under the work-for-hire category because they are not referred to in the provision. Nonetheless, the courts have ruled in a few situations that programming labour can be considered work-for-hire, with the legal explanation that the contributions must be 'collective works', to be specified in the subsequent section of the requirements.

Example of this is the case IXL Inc. v. AdOutet.Com Inc. (hereinafter referred to as "**The case"**), wherein the court claimed that, the source code of this software that was made especially for this product, could be recognized as a part of a joint work by a group of people.

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This ruling was in the matter of CIXR.com v. AdvancedOutet.com, a case in which the court held that software codes which were made for a certain piece of software would rank as a contribution to the collective work.

This is like the case wherein the court opined that work which was made to order for a certain software program, will also be considered a work that someone published under a non-exclusive, collective work.

Example of this is the case where the court claimed that the source code of this software that was made especially for this product, could be recognized as a part of a joint work by a group of people.

This was exemplified in the case where the court ruled that the 'specially commissioned source code which determines the software behavior, would be allowed as a contribution to a collective work. In this instance, the court determined that the 'source code', that is explicitly commissioned for a specific use, counts as an input to a collaborative work.

Meanwhile, added that “the computer code written for every page on the website shall be compiled as a separate and independent work and is also a contribution to the whole, the website as a whole”. Using the example of the ***Stancard LLC v Rubard LLC case***, where the court decided that the software made for a company will be considered as work made for hire, so long the two parties have signed an agreement. Besides, the lawsuit illustrates the criteria that ought to be met to software being considered a work-for-hire falling under one of the two categories. Given such a Non-Disclosure Agreement, "inventions and work for hire" was deemed strong enough to evidence purpose and mutual understanding among the parties concerning a deal in consideration of the probability that due rights will belong to the employer. Besides, the court added that the contract should have been signed by both parties and the one who claimed the ownership of the program should have proved the parties had come to the understanding that the program would be a work for hire. In addition to this, the given situation brings into the light how even though works may not be considered as the works for hire, they still might be covered by the "assignment of copyright" in 17 U.S.C § 204. Consequently, the programs that are not directly referred to in the law can be also legally regarded as a transfer of copyright based on the terms and conditions of the agreements.

To qualify as work for hire within the second section of 17 U.S.C. §102, software must meet three criteria. This was further elaborated in the lawsuit of Inc. v. W.P. Stewart and Co.

1. As per the case of ***Playboy Enterprises Inc. v Dumas*** , the court copied the test and used it to decided question of motivating factor in employment while determining a work was requested for a specific use or commissioned. If the parties enter into a contract whose sole or primary motivation arouses or serves any particular party, or the sole or primary outcome of which is a particular parties' benefit, then it goes without saying they would be most likely the owner. Ultimately, the future developments in AI technology will be subject to the particular decision of how it is to be made or what it is supposed to do.

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2. That the work was commissioned for use as one of the nine categories listed in subsection (2): The test in the law in this particular fact situation was whether the non-literal parts of the computer program fell within the legal scope of compilation which comprises 'selection', 'arrangement and 'organization' as the main bundle of rights.

3. That the parties explicitly agreed in an agreement signed by the parties that the task would be deemed a work for hire: The court reached an interesting finding in this very situation since it held that a certain work will be treated as a work-for-hire even without any reference in the agreement. According to the court the language of the contract allowed it to conclude the work was carried out during the employment which implied a work-for-hire agreement [the same conclusion has been reached in the case of Warren v Fox Family Worldwide].

The body of the decisions mentioned above, as well as legislative provisions, can assist evaluate whether a bit of software could be used as a work for hire, notwithstanding the fact that it was engineered by an independent entity or the activity was outside the subject of employment. However, this shall be consistent in case there is an agreement made on paper that is signed by the parties. It might be a matter of the form of the contract and with what person the rights could belong, but the party claiming copyright over the software should, possibly, prove that there has been the understanding among the parties in regard to the work's falling under the workfor hire. A phrase is rightly owned by the artist who made the item, unless the artist gives up the copyright or the item being made for hire. Basically, an item that is made for hire is either made by an employee during work, or an artist who was hired to create the item. An employer or a third party who commissioned the work owns all copyright on the work of some art objects because of the work-for-hire.

This individual could write a newsletter, design a website, create a piece of software, or produce an illustration for the company to be published. If although the artist is not a contracted employee of the company, yet if the court establishes that the artist and the employer are under an employment contract, the artist will not have the right on copyrighting of his or her work. If an employee makes the work, disconnecting the working hours, it is most likely not a work for hire, although at work the employee is going to use it. If the parties sign a contract saying that the work is for hire and it is ordered for usage as follows; If the parties sign a contract saying that the work is for hire and it is ordered for usage as follows:

- either a small or large contribution to a collaborative work;
- part of a motion picture or other audiovisual work;
- Part of a motion film or other audiovisual production;
- an act, by which we join people to create a common product;
- part of a motion picture or other audiovisual work:
- or part of a motion picture or other audiovisual work:
- a translation;
- in particular, again such as a foreword to another work.
- a compilation;

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- an instructional text;
- An assessment or test list; this may be referred to as a test key or checklist.

OBTAINING PROTECTION:

Ownership:

If the painting is a "work for rent," the legitimate copyright holder is the author's organisation, not the writer himself. The initial copyright owner is the individual who created the paintings, known as the writer. If numerous people generate work and the favourable criteria are satisfied, you can file a joint copyright lawsuit.

Eligible works:

Copyright can lead to a wide range of innovative intelligence. Poetry, fictitious characters, various literary works, dance, music, recordings, artwork, sculptures, photographs, computer programmes, and radio and television broadcasts are examples, albeit they may fall under certain jurisdictions. In some jurisdictions, overlapping laws may also apply to photographic design. Copyright no longer protects thinking as much as it does information, only how it is expressed.

Originality:

To be eligible for intellectual property, the work must satisfy minimum standards of originality. Following then, the IP terminates after a certain time period. In the United Kingdom, you need some skill, effort, and judgement. In the UK, it has been ruled that one sentence is inept to constitute an IP. The law recognises that copyright based entirely on a piece is not usually primarily based on the fact that it is precise, but rather that it is unquestionably the original work.

ENFORCEMENT:

Copyright is enacted in civil courts, although copyright infringement laws also exist in a few locations. Sanctions or copyright legal guidelines are normally used in serious counterfeiting operations, but they are becoming more prevalent as rights management agencies.

In the majority of nations, copyright holders must bear the cost of exercising their rights. This typically includes court docket charges for the law agent. The scope was expanded in 1978 to include the modified system in any form that robotically offers this safety, whether its maker wishes it or not. No registration is required.

Copyright Infringement:

To establish an international treaty, the use of works that may be considered infringing must take place in a country with a countrywide copyright law. Improper use of cloth outside the boundaries of the rule is considered an unauthorised model rather than a copyright infringement.

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Statistics on the impact of infringement of copyright are also difficult to ascertain. Research has anticipated which portions of the stolen artworks may be formally sold if they were not freely available, in order to assess whether the industry affected by the piracy experienced economic losses. According to many surveys, piracy no longer has a negative influence on the leisure industry and may even have a positive impact.

RIGHTS GRANTED:

According to WIPO, there are two types of rights that are available under copyright. Economic and moral rights. In accordance with U.K., US, and India Economic Freedom **The Economic Rights** give the copyright holders the opportunity to make money from other people using their work for the purposes like publishing and recording;

a) duplication of the work in various sectors;
b) Distribution of the multiple copies of the work;
c) Gains from work;
d) Filming or other public communication of the paintings.
e) Translation and adaption of the work into many languages.

Moral Rights Let writers and artists to perform certain degree of actions an ensure the relation with their work.

a) To specify the manner of marketing including the terms on which the work can be publicly exhibited, reproduced, disseminated, etc.
b) To make the copies or reproductions and sell them.
c) The exports or imports of a job.
d) For creation of derivative works.
e) To publish it.
f) transferring these privileges to others.
g) Radio, television or internet media transmission.

PUBLIC DOMAIN:

Copyright, like all other intellectual property, is subject to legal constraints. When the period of copyright expires, the earlier protected artwork enters in the public domain and may be used by any individual, often with no payment or consent. Courts in well-regulated global countries, notably the USA and the UK, have ruled against the traditional basis of copyright. Public domain works are not to be mistaken with openly accessible works. Works published on the Internet, including those that can but are not exposed to the general public.