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Copyright, Legal Issues
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In the production for feature films, especially those blockbusters, there are definitely more than a dozen of people works for or somehow relate to one single film, no matter as a consultant or as a cameraman for the film. For those people who work as a part of motion picture, "works made for hire" principle is there. Work for hire ("WFH") is a statutorily defined term in 17 U.S.C. § 101 of copyright law. The employer, who could be the production company in motion picture's case, would be the legal author of the work, rather than anyone who works a part in this motion picture. The WFH principle is very clear when it relate to collective work like motion picture, or any other work when a person complete for his or her employment. However, WFH could be an issue whether this doctrine should be applied to those freelance creators, journalists, photographers and screenwriters.

According to the 1976 copyright law statute for the relationship other than employers and employees, WFH must fulfill these three requirements: both of the parties should be agreed it is WFH; "a work specially ordered or commissioned for use;"[1] the work should be fit into one of the nine categories listed under commissioned work in the statute.

There were underlying problems about the roles of employer and employee. The relationship and the roles could be ambiguous. "The U.S. Supreme Court resolved much of the tension underlying this issue in 1989, in Community for Creative Non-Violence

[1] United States Copyright Office. "Works Made For Hire", 1. http://copyright.gov/circs/circ09.pdf

("CCNV") v. Reid."[2] After this case, there is a clear definition for hiring parties. The WFH principle starts to stand on the side of the contractors rather than artists and creators.

"A freelance artist relinquishes authorship and all future rights under a work-for-hire agreement."[3] Many of the contractors would abuse the art without limitations but the artists do not have any legal right to stop them because of WFH. If the artist wants to produce a derivative work based on the original work of WFH, the artist is now infringing his or her own work. The artists and creators' rights are harmed. One of the examples would be the recording business. The performers do not own the right to their performance. The artists will sign contracts with the record company. "A typical provision in such a record contract might state that the recording is a work made for hire, but have a caveat that, in the event it is determined not to be a work for hire, then the artist assigns its rights to the record company."[4] The artists do not have much choice but assign their right for WFH. The other example would be the translation of the literary work. As a bilingual reader and creative writer, I have deep understanding about how important a translator is for a literary work. If there are two different translators working on the same piece, the results could be totally different. Although translation works could be considered as WFH in some circumstances, translators for literary work should share the authorship with the original author.

In order to reform and revise the WFH, we still need to keep the nature of the WFH in copyright law, since large and organized collective work such as motion picture is there. The

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[2] Anapolsky, Andrea. "Ownership Issues Underlying the 'work made for hire' doctrine". The IP Law Blog, 2006. http://www.theiplawblog.com/2006/07/articles/copyright-law/ownership-issues-underlying-the-work-made-for-hire-doctrine/

[3] Turner, Cynthia. "Work-For-Hire, Why is it so bad?" Illustrators Partnership,1998. http://www.illustratorspartnership.org/01_topics/article.php?searchterm=00021

[4] Collins, Wallace. "Recision of Recent Amendment to the Copyright Act". http://www.wallacecollins.com/workforhire.html

employer and employee part should be remained the same but only if the employer is some form of institution, such as a school, a company, or a library. The independent contractors should not be considered as an employer. The independent contractor could share the copyright with the original creator. This reformation could primary secure the right of the freelancers who want to work for independent contractors. The freelancers and artists would definitely support this reformation about WFH. As for adapting the special cases like recording and translations that are mentioned previously, the copyright could be divided into the hiring parties and the creators. The hiring parties definitely have the right to distribute the work from the creator but they could not assign the right to create a derivative work. The hiring parties could also have right to perform, display and reproduce the work.

Since the copyright law is mostly commercial based, and the hiring parties usually are the powerful side, this reformation would have foes of rich people who tend to hire creators to work for them. The reformation is very much based on protecting the value of the artwork. When the situation relates to the practical field, things will change a lot. For example, someone hire a interior designer and sign a contractor with WFH principle, the person cannot change anything after the design is finished without the consent of the designer or it would be a infringement of copyright.