



4.21. MT – Malta¹²¹

4.21.1. Key findings

Notions	Existence of definitions / rules
Independent production	No
Independent producer	Yes
Legal provisions concerning the transfer or cession of authors'/performers' rights to the producer (e.g. legal presumption, etc.) (Relationship author-producer)	Yes ¹²²
Specific rules related to the assignment or retention of IP rights by independent producers (Relationship independent producer-AVMS)	No

- The concept of the independent producer of audiovisual works is related to its legal and financial independence from broadcasters.
- The producer has legal independence when (s)he has no employment relationship with a broadcaster.
- The producer has financial independence when (s)he does not hold more than 15% of the shares of a Maltese broadcaster and no broadcaster holds more than 15% of the shares of the production company.

¹²¹ The summary on Malta incorporates feedback received from Dr Joanna Spiteri, chief executive of the Maltese Broadcasting Authority, during the checking round with the national regulatory authorities.

¹²² Article 24 (4) of the Copyright Act 2000, as amended up to Act No. VIII 2011, states that:

Subject to the provisions of Article 52 no assignment of copyright or neighbouring rights and no licence to do an act the doing of which is controlled by copyright or by neighbouring rights shall have effect unless it is effected by an agreement in writing between the parties: Provided that when a contract is concluded between a performer and a producer of audiovisual works concerning the production of an audiovisual work the performer shall be deemed to have assigned to the producer his/her exclusive rights on the fixation of his/her performance, unless agreed otherwise, subject only to the right, which may not be waived, of the performer to an equitable remuneration payable on the conclusion of the contract by the producer to the performer or should (s)he so desire to a collecting society representing him/her, which remuneration shall, in the absence of agreement between the parties, be determined by the Board. Provided further that, when a contract is concluded between the author of an audiovisual work or the authors of the underlying works used as the basis for the audiovisual work and the producer of the audiovisual work concerning the production of that audiovisual work such authors shall be deemed to have assigned to the producer their exclusive rights on their copyright works, unless agreed otherwise, subject only to the right, which may not be waived, of the authors to an equitable remuneration payable on the conclusion of the contract by the producer to the author individually or should the author so desire, to a collecting society representing him/her, which remuneration shall, in the absence of agreement between the parties, be determined by the Board.

See the text available at <https://www.wipo.int/wipolex/en/text/355524>.



- The national legislation does not include rules on the retention of IP rights by independent producers in their relationship with broadcasters. Such retention is subject to free negotiations between the contracting parties.

4.21.2. National definition of independent producer/independent production

Legislation	Summary of the measures
Subsidiary Legislation 350.04, European Broadcasting Cooperation Regulations – Legal Notice No. 158 of 2000, as amended by Legal Notices No. 258 of 2000, No. 323 of 2010 and No. 485 of 2020 ¹²³	According to Article 2(1) of S.L.350.04, European Broadcasting Cooperation Regulations, “producers who are independent of broadcasters” means any person who: a) is not an employee (whether or not on temporary leave of absence) of a broadcaster; b) does not have a shareholding greater than 15% in a broadcaster: Provided that a company shall not be considered as an independent producer if a broadcaster has a shareholding greater than 15% in such company.

4.21.3. National rules on IPR assignment/retention

Legislation	Summary of the measures
	N/A.

¹²³ <https://legislation.mt/eli/sl/350.4/eng>