

TAHRIRIY NAZORAT VA MUALLIFNING SHAXSIY NOMULKIY HUQUQLARI JURNALISTIK FAOLIYATDA

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Annotatsiya. Mazkur tezisdagi jurnalistik asarni tahrir qilishda tahririyatning kasbiy vakolati bilan muallifning shaxsiy nomulkiy huquqlari o'rtasidagi huquqiy chegara tahlil qilinadi. Texnik tahrir, mazmuniy o'zgartirish, qisqartirish, sarlavhani almashtirish, tarjima qilish va qayta ishlashning huquqiy tabiati o'zaro farqlanadi. Muallifning oldindan roziligini talab qiladigan o'zgartirishlarni aniqlash uchun uch bosqichli mezon taklif etiladi. Shuningdek, jurnalist va tahririyat o'rtasidagi shartnomada tahrir qilish vakolatining chegaralarini aniq belgilashga xizmat qiladigan namunaviy band ishlab chiqiladi. Jurnalistik asarlarga kiritiladigan tahririy o'zgartirishlarning huquqiy chegaralarini qonunchilikda aniqlashtirish zarurati asoslantiriladi.

Kalit so'zlar: jurnalistik asar, tahririy nazorat, texnik tahrir, mazmuniy o'zgartirish, qayta ishlash, muallif roziligi, shaxsiy nomulkiy huquqlar.

Аннотация. В тезисе анализируется правовая граница между профессиональными полномочиями редакции и личными неимущественными правами автора при редактировании журналистского произведения. Разграничивается правовая природа технического редактирования, содержательного изменения, сокращения, замены заголовка, перевода и переработки произведения. Для определения изменений, требующих предварительного согласия автора, предлагается трехэтапный критерий. Кроме того, разработано примерное договорное условие, позволяющее точно определить пределы полномочий редакции по редактированию журналистского материала. Обосновывается необходимость законодательного уточнения правовых границ редакционных изменений, вносимых в журналистские произведения.

Ключевые слова: журналистское произведение, редакционный контроль, техническое редактирование, содержательное изменение, переработка, согласие автора, личные неимущественные права.

Abstract. This thesis examines the boundary between the professional authority of an editorial office and an author's moral rights when a journalistic

work is edited. It distinguishes the legal nature of technical editing, substantive alteration, abridgement, headline changes, translation, and adaptation. A three-stage test is proposed for determining which alterations require the author's consent. The study also develops model contractual provisions intended to define the editorial office's editing authority with greater precision. Finally, it substantiates the need to clarify the legal limits of editorial alterations in national legislation.

Keywords: journalistic work, editorial control, technical editing, adaptation, translation, author's consent, integrity of the work.

Introduction

Correcting spelling and style, shortening text, selecting a headline, and adapting material to a publication's format are routine parts of editorial work. This authority, however, is not unlimited. If editing changes the meaning of the facts presented by the author, the author's conclusions or assessment, or the context of the work, the issue moves beyond the editorial office's organisational authority and affects the author's moral and economic rights. In practice, contracts often contain only a general statement that "the editorial office is entitled to edit the material." Such a clause does not identify which alterations require prior consent, which constitute technical corrections, or which test should be applied if a dispute arises.

The Law of the Republic of Uzbekistan "On Copyright and Related Rights" grants an author the right to publish a work under the author's name or pseudonym, or anonymously; to disclose the work; and to protect it against distortion capable of harming the author's honour and dignity. Moral rights remain with the author even when the exclusive rights to use the work are transferred to another person, and any agreement to waive those rights is invalid in itself¹. Accordingly, the fact that an editorial office possesses economic authority to use a publication or an employee-created work does not extinguish the author's moral rights. The Plenum of the Supreme Court has likewise explained that an author may seek judicial protection against violations of moral rights irrespective of whether economic rights have been transferred².

Legal analysis

Editorial actions may be divided into three groups according to their legal consequences. The first group is technical editing. It includes correcting evident

¹ Law of the Republic of Uzbekistan "On Copyright and Related Rights", 20 July 2006, Art. 18.

² Resolution of the Plenum of the Supreme Court of the Republic of Uzbekistan "On Certain Issues Concerning the Consideration of Intellectual Property Cases", No. 19, 23 June 2023, para. 18.



errors in spelling, punctuation, figures, and references; technically arranging paragraphs; and bringing a text into conformity with the publication's uniform style. If such an alteration does not change the substance of the author's ideas, the conclusion, the sequence of events, or the overall tone of the material, the contract may define it in advance as an alteration that does not require separate consent. The decisive criterion is therefore not the label "technical," but the result of the alteration.

The second group is substantive editing. It includes removing evidence, quotations, opposing views, or significant explanations; changing the sequence of facts; strengthening or weakening the author's conclusion; or using a headline to give the material a meaning that it does not contain. The law prohibits publication of a work with a preface, afterword, commentary, or explanation without the author's consent ³. Consequently, prior consent should be obtained where commentary added by the editorial office is not clearly separated from the author's text or may be understood as expressing the author's position.

The third group is the use of a work in a new form. Translation and adaptation are recognised as independent economic rights under Articles 19 and 20 of the Law ⁴. Translation is not limited to changing the language of a text: choices concerning terminology, tone, and context affect how the author's ideas are understood. Adaptation includes making alterations to a work or transforming it for another form. The editorial office's right to publish a text therefore does not automatically include authority to translate it, convert it into a video, adapt it as a podcast script, or substantively restructure it for another platform. These methods of use must be specified separately in the contract.

The headline is especially important in relation to a journalistic work. Although a headline may be created by the editorial office, a misleading headline that changes the perceived meaning of the material may affect the author's reputation. Article 6bis of the Berne Convention recognises the author's right to object to distortion of a work and to other derogatory action prejudicial to the author's honour or reputation ⁵. The United Kingdom model of the right to integrity likewise separately assesses distortions and alterations that prejudice an author's honour or reputation ⁶. These approaches demonstrate that editing should not

³ Law of the Republic of Uzbekistan "On Copyright and Related Rights", 20 July 2006, Art. 18.

⁴ Law of the Republic of Uzbekistan "On Copyright and Related Rights", 20 July 2006, Arts. 19–20.

⁵ Berne Convention for the Protection of Literary and Artistic Works, 9 September 1886, Art. 6bis.

⁶ Copyright, Designs and Patents Act 1988, s. 80.



automatically be treated as an infringement; it must be assessed in light of its nature and consequences.

In our view, a three-stage test should be used to determine whether consent is required. First, does the alteration affect the protected form of expression of the material, or does it merely correct a technical error? Second, does it change the author's central idea, the relationship between the facts, the conclusion, tone, or context? Third, could publication of the altered material under the author's name adversely affect the author's honour, dignity, or professional reputation? If the answer to the first question is affirmative and the answer to at least one of the second or third questions is also affirmative, the author's specific prior consent should be obtained.

The author's consent should not be replaced by an absolute and unlimited contractual "consent to editing." The subject matter of consent must be defined precisely. The contract should determine, for example, the permissible extent of abridgement, the prohibition on removing facts and quotations, the person authorised to approve the headline, and whether a separate agreement is required for translation or multimedia adaptation. This does not restrict freedom of contract. On the contrary, it prevents disputes by defining the parties' authority and responsibility in advance.

The contract may contain a provision in the following terms: "The editorial office may, without obtaining the author's additional consent, make spelling, punctuation, and technical corrections that do not alter the substance of the material, the author's conclusions, the relationship between the facts, or the overall context. Any substantive abridgement, alteration of the material's direction through its headline, addition of new commentary, translation, adaptation, or transformation into another format shall be agreed with the author in advance in writing, including electronically. If the author does not reply within the prescribed period, silence shall not constitute consent."

Such a clause differs from a general condition stating that "all rights are transferred to the editorial office." The exclusive right to use a periodical publication and the rights in an individual journalistic work included in that publication do not concern the same object. Article 17 of the Law provides that the exclusive right to use a periodical publication belongs to its publisher, but does not recognise persons who organise the creation of works as the authors of those works ⁷. The editorial office's rights in the publication therefore cannot

⁷ Law of the Republic of Uzbekistan "On Copyright and Related Rights", 20 July 2006, Art. 17.



serve as a legal basis for appropriating the journalist's moral rights in the individual work.

We propose clarifying the provisions on moral rights in the Law "On Copyright and Related Rights" by introducing specific criteria governing the editing of journalistic works. The proposed rule may be formulated as follows: "Unless otherwise provided by contract, an editorial office may make technical and stylistic corrections that do not alter the substance of a journalistic work, the author's conclusions, the relationship between the facts, or the overall context. Any abridgement, headline alteration, additional commentary, translation, or adaptation affecting the author's position or the perception of the work shall require the author's prior consent."

This rule would preserve the editorial office's ability to work efficiently while preventing substantive alterations from being made under the guise of technical editing. It would also allow a court to assess a dispute not through the general question of whether the editorial office had a right to edit, but by examining the effect of the alteration on the substance of the work and the author's reputation.

Conclusion

The legal limits of an editorial office's authority when editing a journalistic work should be determined not by how the action is formally described, but by its actual effect on the substance of the work and the author's interests. Even an action described as "technical editing," "stylistic correction," or "adaptation to the publication format" goes beyond ordinary technical editing if it changes the author's central idea, conclusions, the general direction of the material, or the substantive relationship between the events presented. The legal nature of editorial intervention must therefore be assessed according to its consequences rather than its form. Corrections concerning spelling, punctuation, technical errors, and conformity with the publication's uniform style may be made without obtaining the author's additional consent in every individual case, provided that they do not alter the substance of the material and fall within the authority previously defined in the agreement between the journalist and the editorial office. By contrast, changing the sequence of facts, removing significant evidence or quotations, strengthening or weakening the author's conclusions, adding new commentary, altering the context, or using a headline that gives the work a meaning absent from the original constitutes substantive editing. Since the resulting material is published under the author's name, such changes require the author's specific prior consent.



Translation and adaptation should not be treated as components of ordinary editing. They constitute separate methods of using a work and therefore require an appropriate legal basis and an agreement between the parties. Granting an editorial office the right to publish a journalistic work does not automatically authorise it to translate the work into another language, transform it into another genre, adapt it for video or podcast formats, or distribute a substantively modified version through other platforms. These methods of use must be specified separately, clearly, and unambiguously in the agreement.

Based on the findings of the study, a three-stage test is proposed for determining whether an editorial alteration requires the author's consent. First, it must be established whether the alteration merely corrects a technical error or affects the protected form of expression of the work. Second, its effect on the author's ideas and conclusions, the tone of the material, the relationship between the facts, and the overall context must be assessed. Third, it must be determined whether publishing the altered material under the author's name could adversely affect the author's honour, dignity, or professional reputation. Where an alteration affects the work's form of expression and also changes its substance or may prejudice the author's reputation, the journalist's prior consent must be obtained.

General contractual provisions stating that "the editorial office may edit the material in any manner" or that "all rights are transferred to the editorial office" do not define the parties' rights and obligations with sufficient precision. The agreement should regulate separately the limits of technical editing, the permissible extent of abridgement, the conditions for removing facts and quotations, the procedure for approving headlines, the authority to translate and adapt the work, its publication through other platforms, and the procedure for obtaining the author's consent electronically. Unless otherwise expressly provided by law or by a specific agreement between the parties, the author's silence should not be interpreted as consent to substantive alterations.

Accordingly, the balance between editorial control and the author's rights to the integrity of the work and protection of reputation should be secured not by eliminating editorial authority, but by clearly distinguishing technical corrections from substantive alterations. The proposed three-stage test, precise contractual regulation, and corresponding legislative clarification would reconcile the interests of journalists and editorial offices, reduce legal uncertainty, and help prevent disputes arising from editorial alterations to journalistic works.



References:

1. Law of the Republic of Uzbekistan No. O'RQ-42 of 20 July 2006 "On Copyright and Related Rights" (as amended). Available at: <https://lex.uz/docs/-1022944>
2. Civil Code of the Republic of Uzbekistan, Part Two (provisions on intellectual property). Available at: <https://lex.uz/docs/-180552>
3. Resolution No. 19 of the Plenum of the Supreme Court of the Republic of Uzbekistan of 23 June 2023 "On Certain Issues Concerning the Consideration of Intellectual Property Cases" (as amended on 16 December 2024). Available at: <https://lex.uz/docs/-6522606>
4. Berne Convention for the Protection of Literary and Artistic Works, Art. 6bis. WIPO. Available at: <https://www.wipo.int/wipolex/en/text/283693>
5. WIPO Copyright Treaty (WCT), 1996. WIPO Lex. Available at: <https://www.wipo.int/wipolex/en/text/295166>
6. Copyright, Designs and Patents Act 1988, ss. 77–89. UK Legislation. Available at: <https://www.legislation.gov.uk/ukpga/1988/48/part/I/chapter/IV>
7. Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019. Official Journal of the European Union. Available at: <https://eur-lex.europa.eu/eli/dir/2019/790/oj>
8. WIPO. Understanding Copyright and Related Rights. Geneva: World Intellectual Property Organization, 2016. Available at: https://www.wipo.int/edocs/pubdocs/en/wipo_pub_909_2016.pdf