



## **Managing copyright in the digital art industry: A cross-border licensing model for China and the EU**

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**Abstract:** This paper explores the legal complexities surrounding copyright protection in the digital art industry, focusing on cross-border licensing agreements between China and the European Union (EU). The rise of online art platforms has enabled broader dissemination of artworks but has also raised concerns about unauthorized use. By analyzing intellectual property laws and case in both regions, this research proposes a licensing model tailored to the unique requirements of digital art exhibitions. The model emphasizes balancing artists' rights with platform operations and offers a structured framework for online art licensing agreements. Through a comparative analysis of legal frameworks, the study highlights differences in enforcement strategies and provides practical guidelines for art licensing agreements in cross-jurisdictional contexts. This research contributes to intellectual property discussions and offers a tool for both artists and digital platforms to navigate legal challenges in the digital era.

**Keywords:** Digital art, copyright protection, cross-border licensing, intellectual property, digital rights management

## 1. Introduction

The rise of online art platforms has created new opportunities for the display and dissemination of artistic works, emphasizing the critical role of copyright in preserving and promoting creative expression. While these platforms provide artists with unprecedented access to broader audiences, they also bring significant challenges related to the unauthorized use and distribution of copyrighted content. In response to these issues, there is a pressing need for a robust legal framework that both safeguards artists' rights and fosters an environment conducive to the lawful sharing and appreciation of art (Yu, 2012). This paper explores the legal complexities of online art exhibitions and proposes a viable model for online art licensing agreements.

Central to this investigation is the development of a licensing model tailored to the unique demands of digital art exhibitions. Such a model must clearly outline the rights and obligations of both artists and platforms, ensuring that creators maintain control over their works while enabling platforms to legally exhibit and promote these creations. This study examines existing legal frameworks, including terms of service from major digital art platforms and notable copyright dispute cases, to lay the foundation for understanding the legal landscape governing online art exhibitions (Geller, 2000; Copyright Office, 2021; WIPO, 2021). Additionally, the paper proposes a licensing agreement for the China-Italy Youth Cultural Exchange Association (CIYCEA), drawing on the legal contexts of China and Italy to create provisions aligned with the intellectual property laws of both countries. This model addresses the complexities of international copyright protection in the digital age (Luo, 2010; Wu, 2005).

This research contributes in two key areas: First, it offers small and emerging online art platforms a simple and efficient model for legally showcasing and protecting artistic works. By focusing on streamlined licensing agreements, the framework allows these platforms to navigate the complex legal landscape without incurring prohibitive costs. Second, it provides researchers with a structured approach to studying the intersection of intellectual property law and digital art, particularly in cross-jurisdictional contexts, through a comparative analysis of China and the European Union. These contributions aim to support both practitioners and scholars in the evolving field of digital art and intellectual property rights.

In conclusion, this research seeks to develop a structured framework for online art licensing agreements that strikes a balance between copyright protection and the proliferation of digital art. The proposed model serves as a practical guide for both online platforms and artists, fostering a mutually beneficial environment that supports the legal exhibition and promotion of artistic works.

## **2. Literature Review**

### **2.1 Intellectual Property Protection in China**

Since the implementation of the “Reform and Opening-Up” policies in 1978, China has experienced rapid economic and technological growth, accompanied by a growing demand for intellectual property (IP) protection across various industries. The Chinese government has recognized the importance of safeguarding intellectual property rights (IPR) and has enacted a comprehensive legal framework that addresses copyrights, patents, and trademarks, among other areas of intellectual property (Wu, 2009).

While substantial legislative progress has been made, the practical enforcement of these laws remains a critical challenge. One of the key issues lies in the uneven implementation of intellectual property protections across different regions of China. Significant discrepancies in local enforcement create gaps in IPR protection, resulting in varying levels of compliance. Additionally, awareness of intellectual property rights among the general public and businesses is relatively low, which exacerbates these enforcement challenges. Wu (2009) notes that while the legal framework is robust, the mechanisms for enforcing intellectual property rights require further development, particularly in terms of raising public awareness and improving regional enforcement consistency.

This situation is further complicated by the fast-paced growth of China’s economy, which demands continuous adaptation of its intellectual property laws to meet the evolving needs of both domestic and international stakeholders. The ongoing challenge for China is to strengthen the enforcement of its intellectual property laws while ensuring that public and corporate understanding of IP protection keeps pace with legislative advancements.

### **2.2 Intellectual Property Protection in the European Union**

In contrast, the European Union (EU) has established a more cohesive and unified intellectual property system, which is governed by a well-defined legal framework aimed at harmonizing IP protection across its member states (Niu, 2014). The EU’s intellectual property regime is structured around three main levels: foundational treaties, international agreements, and regional directives and regulations. Treaties such as the Treaty on European Union, the Berne Convention, and the Paris Convention provide the legal backbone for intellectual property legislation within the EU (Zheng, 2008).

The EU has made considerable efforts to streamline intellectual property laws across member states, reducing legislative disparities and promoting uniform standards. This legal coherence facilitates the efficient handling of intellectual property disputes and enhances protection for rights holders across the region. Furthermore, the EU actively participates in international

cooperation to safeguard its intellectual property interests in the global arena. Through its external trade relations, the EU distinguishes between member and non-member IP rights, ensuring that the protection of its own IPR remains a top priority in trade negotiations and global commerce (Niu, 2014).

A significant strength of the EU’s IP system is its ability to balance the judicial and legislative aspects of IP protection. The integration of international treaties with regional regulations creates a multilayered system that both promotes innovation and ensures legal certainty. This structure allows the EU to effectively enforce IP rights while fostering an environment that encourages creativity and innovation across its member states.

### 2.3 Comparative Analysis of Intellectual Property Protection in China and the European Union

This section reviews the distinct approaches adopted by China and the European Union (EU) in protecting intellectual property rights (IPR), focusing on legislative, judicial, and executive frameworks. By comparing these aspects, we highlight the key differences in the legal strategies employed by each region to safeguard the rights of creators and innovators. The following table provides a concise overview of these comparisons.

**Table 1: Comparative Analysis of Intellectual Property Protection in China and the EU**

Aspect	China	EU
legislate	1. Statutory law countries, the relevant intellectual property rights legislation are promulgated in the form of a code in many cases under the pressure of international trade, passive legislation. 2. Inadequate formulation of technical standards for products.	1. Relevant legislation is proactive and exists in the form of regional conventions, directives or regulations. 2. Clear technical standards are set for their products.
Judicial	Intellectual property infringement is classified as a crime in the economic field.	Intellectual property offences are considered as criminal offences.
Executive	China set up the State Intellectual Property Office, the Trademark Office, the Copyright Office and other intellectual property management departments, the handling of cases is more complex procedures.	Specialised patent administration agencies have been set up to make the handling of cases simple and effective.

Two emblematic cases—L'Oréal vs. eBay in the EU and Puma vs. Taobao in China—illustrate the contrasting legal approaches to intellectual property enforcement. In the L'Oréal vs. eBay case, French luxury brands, including Dior and L'Oréal, accused eBay of facilitating trademark infringement through counterfeit product advertisements on its platform. The court's decision relied on the EU's Directive on Electronic Commerce, particularly the "Law on Trust in the Digital Economy," which differentiates between the responsibilities of merely providing web space and editing website content. Under this directive, eBay was found not liable, as it was only responsible for ensuring that the content displayed on its platform was not illegal, without the obligation to verify or review all posted information. Consequently, eBay won the case (European Court of Justice, 2011).

In contrast, the Puma vs. Taobao case involved the German sportswear company Puma, which sued Taobao (a subsidiary of Alibaba) in 2006 for hosting counterfeit product advertisements that violated Puma's trademark rights. Puma argued that Taobao failed to monitor its site for counterfeit goods, despite being notified of the fake products, thus facilitating trademark infringement under the Trademark Law of the People's Republic of China<sup>1</sup>. Taobao defended itself by referencing its service terms, which disclaimed responsibility for transaction safety and content authenticity, and by pointing out that Chinese law does not mandate internet service providers to verify content authenticity. Taobao ultimately won the case (Zhang, 2008).

Although these two cases resulted in similar outcomes in favor of the platforms, their legal foundations and logic differ significantly. The EU model emphasizes a well-defined legal framework that clarifies the responsibilities and liabilities of online service providers, striking a balance between protecting intellectual property and allowing for the operational dynamics of digital platforms. On the other hand, China's legal approach traditionally imposes fewer obligations on platforms to prevent IPR infringement, placing a greater onus on rights holders to protect their interests through the legal system.

These differences highlight the broader disparities between the regulatory environments of the EU and China and underscore the importance of considering local legal contexts when drafting art licensing agreements. A tailored and explicit agreement must account for the distinct legal landscapes of both regions to ensure effective intellectual property protection.

The case of Gregory Mango v. BuzzFeed set a significant legal precedent concerning the provisions of the Digital Millennium Copyright Act (DMCA) related to the removal or alteration of Copyright Management Information (CMI). Gregory Mango, a freelance photographer, discovered that BuzzFeed had used a photograph he had previously licensed to

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<sup>1</sup> Article 50 of the Regulations of the People's Republic of China on the Implementation of the Trademark Law The second paragraph of the "intentionally for the infringement of the exclusive right to use registered trademarks of others acts of Providing storage, transport, mailing, concealment and other facilities for the infringement of the exclusive right to use a registered trademark of another person".

the New York Post without his authorization. Furthermore, BuzzFeed removed the original photo credit, which acknowledged Mango's copyright, and replaced it with the credit of the plaintiff's law firm involved in the story BuzzFeed was covering. This was done without Mango's consent (Ohio State Bar Association, 2021).

#### **2.4 CMI and the Digital Copyright Landscape**

Mango subsequently sued BuzzFeed for both copyright infringement and violation of the DMCA, specifically for altering the CMI. While BuzzFeed admitted to the copyright infringement, the legal dispute focused on whether BuzzFeed violated the DMCA. After the trial, the court found BuzzFeed liable for the DMCA violation and awarded Mango statutory damages on both counts. BuzzFeed appealed the decision, arguing that they lacked the necessary knowledge to meet the DMCA's "Double Scienier" requirement. According to BuzzFeed, they did not know that removing CMI could lead to third-party copyright infringement, which they believed was essential for proving a violation under the DMCA.

However, the Second Circuit rejected this argument, clarifying that the DMCA does not require knowledge of third-party infringement to meet the scienter standard. The court held that knowledge of the act of removing or altering CMI, which could conceal any form of infringement (including the infringer's own), was sufficient. In this case, BuzzFeed's distribution of the photograph with altered CMI, suggesting that the use was authorized when it was not, constituted an infringement. Consequently, the Second Circuit upheld the damages awarded to Mango for both the copyright infringement and the DMCA violation, reinforcing the critical role of CMI in the digital copyright landscape (Ohio State Bar Association, 2021).

This case exemplifies the courts' firm stance that the mere act of altering or removing CMI—without needing to prove direct knowledge of third-party infringement—constitutes a violation of the DMCA. It underscores the importance of careful management of copyrighted material by digital platforms and individuals, particularly with respect to maintaining the integrity of CMI. The decision in *Mango v. BuzzFeed* simplifies the burden on copyright holders seeking to protect their rights, establishing that CMI alteration, in itself, is a significant infringement of copyright law.

#### **2.5 Empowering Copyright Through Technology**

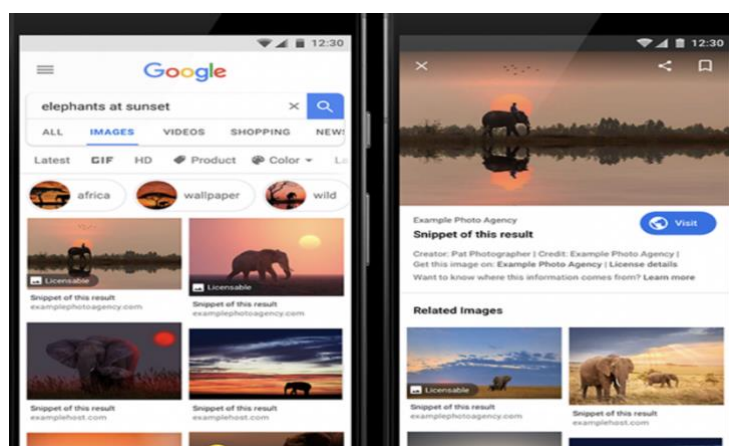
In the contemporary digital landscape, the concept of "Empowering Copyright through Technology" reflects a significant shift towards leveraging technological innovations to enhance copyright protection and facilitate monetization for creators. A notable example of this empowerment is Google Images' licensable badge feature, which has redefined the way photographers manage and protect their digital content. By embedding licensing information



directly into image search results, this tool simplifies the process for users to legally acquire and use digital images, offering a streamlined solution to copyright infringement concerns.

The licensable badge initiative serves as a vital step in copyright management, as it not only addresses infringement issues but also provides photographers with a new avenue for revenue generation. This feature highlights the broader potential of digital platforms to facilitate transparent and lawful exchanges of digital content, creating an ecosystem that benefits creators by safeguarding their intellectual property while simultaneously educating and guiding users towards ethical content usage.

**Figure 2 Google Images’ Licensable Badge Interface**



Note. Adapted from "Google Images’ Licensable Badge for Photographers to Sell Their Work, by Rangefinder Online, 2024

Another key technology that underscores the empowerment of copyright through technological means is Digital Rights Management (DRM). DRM encompasses a range of strategies designed to control access to and restrict the distribution of copyrighted works over digital networks (Encyclopaedia Britannica, 2024). DRM technologies are protected under the Digital Millennium Copyright Act (DMCA) of 1998, which added provisions to U.S. copyright law, including penalties for circumventing DRM systems (Chapter 12, Title 17 of the U.S. Code). A notable example of DRM implementation is Apple’s iTunes, which limits the number of devices that can access purchased content by embedding usage data within audio files.

Despite the intended goal of copyright protection, DRM has generated significant debate, particularly concerning user rights and privacy. One infamous example involved Sony’s use of rootkits—hidden files installed on users’ computers upon inserting certain CDs. These files limited the number of times software could be installed and monitored user activity, raising serious privacy concerns. After widespread public backlash and subsequent legal action in 2005, Sony recalled the affected CDs and ceased using rootkits in future releases.

Moreover, the financial cost of implementing DRM can be considerable, potentially discouraging consumers from purchasing DRM-restricted content. This highlights the complex balance between empowering creators through copyright protection and maintaining consumer trust and access. While DRM offers a robust mechanism for safeguarding creators' rights, its limitations—particularly in terms of user privacy and the high cost of implementation—demonstrate the nuanced trade-offs involved in utilizing technology to protect intellectual property.

### **3. Methodology**

This research adopts a multi-method approach, combining comparative legal analysis, literature review, and model development to examine how art licensing agreements can effectively protect both artists and digital platforms.

The study begins with a comparative analysis of intellectual property rights (IPR) protection between China and the European Union (EU). These two regions were chosen for their differing legal frameworks and enforcement strategies concerning digital copyright. By comparing legislative, judicial, and executive approaches to IPR protection in these jurisdictions, the research highlights best practices and challenges in online art licensing agreements. This comparison helps identify key elements to be incorporated into an effective licensing model. A literature review was conducted to examine existing academic discussions on copyright management, digital rights, and art licensing in the digital era. Key sources include studies on copyright enforcement in online platforms (WIPO, 2021) and the role of technology such as Digital Rights Management (DRM) in preventing unauthorized reproduction and distribution of artworks (Encyclopaedia Britannica, 2024). The review informs the development of a legal framework that balances artists' rights with the operational needs of digital platforms. Based on the findings from the comparative analysis and literature review, the research proposes a practical model for art licensing agreements. The model focuses on key legal elements such as copyright management, licensing terms, and dispute resolution mechanisms. It is designed to protect both artists and digital platforms by clearly defining the rights and obligations of both parties, as well as incorporating copyright management tools like Creative Commons and DRM (Sz-Yi Yeh & Hsieh, 2023).

### **4. Findings and Discussion**

#### **4.1 Legal Foundations and Compliance Strategies**

At the heart of this discussion is the development of efficient online art licensing agreements, designed to protect both creators and platforms while striking a balance between copyright protection and the facilitation of creative expression. This requires a nuanced understanding of



copyright, licensing, and infringement concepts, establishing a foundation that highlights the dual responsibility of platforms and artists in the digital space.

To enhance copyright enforcement, legal mandates must be paired with practical tools, such as user agreements and copyright notices. Additionally, integrating technological advancements like Google Images' licensable badge feature and Digital Rights Management (DRM) can further strengthen copyright protections. While these innovations bolster protection, they also bring to light tensions between enforcement efforts and the preservation of user rights and privacy. Importantly, such policies generally operate under copyright law frameworks that provide legal protection for platforms as well as creators.

Therefore, this research focuses on the protection of both artists and platforms through the strategic use of Copyright Management Information (CMI), which plays a critical role in the creation of art licensing agreements. Furthermore, Creative Commons (CC) licenses serve as a flexible tool for copyright management, granting artists greater control over the distribution and use of their work, thereby promoting wider access to creative content. However, it is crucial to acknowledge that CC licenses sometimes conflict with DRM systems, especially when drafting platform contracts. This conflict must be clearly addressed in any licensing agreement to avoid misunderstandings or legal complications.

In conclusion, the adoption of comprehensive art licensing agreements, grounded in a thorough understanding of copyright laws and supported by adaptable frameworks (tailored to different countries, legal requirements, and technological tools), offers a pragmatic solution to the complexities of copyright management. These agreements not only protect the interests of copyright holders but also contribute to the growth of the cultural and creative industries by ensuring that art can be legally shared and appreciated, thereby significantly enhancing the vibrancy of the creative economy.

#### **4.2 Operational Strategies Through Art Licensing Agreements**

Art licensing agreements serve as a vital tool in the domain of copyright management, providing artists and rights holders with a structured framework to grant permissions for the use of their artworks. These agreements clearly define the rights transferred from the licensor to the licensee, including the rights to reproduce, distribute, publicly display, and modify the artwork within specific boundaries. This structured process is essential in setting clear terms of use, which may cover aspects such as the exclusivity of the license, geographical restrictions, the duration of the agreement, and any special usage cases (e.g., commercial purposes, digital platforms, educational use).

The inclusion of detailed terms within these agreements serves several critical purposes: it

protects the intellectual property of the artist, ensures the licensee complies with legal obligations, and facilitates broader dissemination and use of the artwork. By outlining the conditions under which an artwork can be shared and utilized, art licensing agreements foster transparency and mutual benefit, ensuring that artists are fairly compensated for their work while enabling their creations to reach a wider audience (Sz-Yi Yeh & Yung-Cheng Hsieh, 2023).

In essence, art licensing agreements represent a crucial strategy for both protecting and promoting artistic works in the digital age. They establish a legal framework that not only safeguards the rights of creators but also fosters an environment where art can be accessed and enjoyed by a broader audience. This balance between protection and accessibility is fundamental to the growth and dynamism of the creative economy, contributing significantly to cultural enrichment and fostering innovation.

### **4.3 An Example in the Context of Italy and China**

In this section, we present a practical example of an art licensing agreement, developed for the China-Italy Youth Cultural Exchange Association (CIYCEA). CIYCEA is a non-profit organization that aims to facilitate communication and provide international opportunities for young Chinese and Italian artists. This licensing agreement is specifically designed to showcase young artists' works on a dedicated platform, ensuring that their creations are appreciated across borders while safeguarding their copyrights and related rights.

The agreement emphasizes non-commercial use, strictly limiting the display of artworks to online exhibitions for cultural enrichment rather than financial gain. A key feature of the agreement is the clear delineation of obligations for both the artist and CIYCEA. This ensures full compliance with copyright and intellectual property laws, while also mandating the inclusion of Copyright Management Information (CMI) to prevent unauthorized use and distribution.

A notable aspect of this agreement is its cross-border nature, involving partners in both China and Italy. To accommodate this, the agreement includes mechanisms for flexible termination and detailed dispute resolution processes. These processes involve negotiation and arbitration to ensure conflicts are resolved fairly and efficiently. The agreement allows for governance under the laws of both China and Italy or, alternatively, through neutral jurisdictions for arbitration (such as a mutually agreed-upon country or city). This dual or neutral jurisdiction approach is specifically tailored to navigate the complexities of international law, offering a balanced resolution process for both parties.

This art licensing agreement is particularly well-suited for the CIYCEA platform. On one hand,

it provides artists with protection against infringement by other websites. On the other hand, it offers the platform a mechanism to safeguard itself from potential legal disputes initiated by artists, as well as protection from third-party infringement claims. For further details, you can find the full agreement in the appendix.

## **5. Conclusion**

In the evolving digital landscape, achieving a balance between protecting artists' copyrights and fostering an environment conducive to the sharing and appreciation of digital artworks is crucial. This thesis has examined the legal frameworks and challenges inherent in the digital realm, emphasizing the need for efficient and fair licensing agreements that respect both the rights of artists and the operational needs of online platforms.

Through a comparative analysis of the legal approaches in China and the EU, this research highlights the divergent methods of copyright protection and enforcement, as well as their implications for international collaboration. By integrating legal foundations, compliance strategies, and operational tactics, art licensing agreements are shown to be a practical and effective solution for protecting both artists and platforms. These agreements are essential tools in navigating the complexities of copyright management, ensuring that artworks can be legally shared and appreciated, thus contributing to the vibrancy and growth of the creative economy.

### **5.1 Implications of the Study**

This research holds significant implications for both practical application and academic scholarship. First, for small and emerging online art platforms, the study presents a simple yet effective model for legally showcasing and protecting artistic works. By emphasizing streamlined licensing agreements, the framework enables these platforms to navigate complex intellectual property challenges without facing prohibitive legal costs, thereby fostering greater accessibility and compliance in the digital art landscape. Second, the research provides a robust foundation for scholars investigating the intersection of intellectual property law and digital art. Through its comparative analysis of China and the European Union, this study offers a valuable lens for examining cross-jurisdictional copyright issues, promoting further exploration in this rapidly evolving field. Collectively, these implications not only assist practitioners in adopting practical legal solutions but also guide future academic inquiries into the complexities of digital art and intellectual property rights.

### **5.2 Limitations of the Study**

Despite the comprehensive analysis provided in this research, there are several limitations that need to be acknowledged. First, jurisdictional variability presents a major challenge. While this study offers a comparative framework between China and the European Union, it does not fully



account for other important jurisdictions that also play a key role in the global digital art market, such as the United States or emerging markets. The absence of a broader international perspective could limit the applicability of the proposed licensing model in countries outside of the studied regions.

Second, the study relies heavily on legal documentation and secondary data, particularly when examining the legal frameworks of both China and the EU. While these sources provide valuable insights, they may not fully capture the nuances of how intellectual property laws are applied in practice, especially in rapidly evolving digital environments. A deeper empirical analysis involving interviews with legal experts and practitioners from the digital art industry could provide more practical perspectives.

Third, there is the issue of technological constraints. While the research highlights the potential benefits of integrating Digital Rights Management (DRM) and Creative Commons licenses, it does not explore the potential limitations and costs associated with these technologies, such as the financial burden on smaller platforms or the privacy concerns raised by certain DRM implementations. Future research could address the technical and ethical implications of these tools in greater depth.

In summary, while the proposed cross-border licensing model provides a valuable foundation for improving copyright management in digital art, its broader application may require further exploration of other jurisdictions, deeper practical insights, and consideration of technological and sector-specific nuances.

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## Appendix

### *Art Licensing Agreement*

*Licensor: [Full Name of Artist]*

*Licensee: China-Italy Youth Cultural Exchange Association (Website: <http://www.ciycea.top>)*

*Date of Agreement: [Date]*

*Whereas, the Artist desires to exhibit their artwork through the Association's platform free of charge, and the Association wishes to provide such a platform; both parties agree to adhere to the terms and conditions set forth below:*

*1 Scope of License:*

*Licensed Artworks:*

*-The Artist grants the Association the right to display the provided artworks on the website '<http://www.ciycea.top>'.*

*Purpose of License:*

*-The Artworks will be used solely for online exhibition to promote cultural exchange and art appreciation, with no commercial exploitation involved.*

*Term of License:*

*-From the date of this agreement until [Termination Date].*

*Territory:*

*-Worldwide.*

*2 Rights and Obligations:*

*Artist's Rights:*

*-The Artist retains all rights to their Artworks, including copyright and related rights.*

*-The Artist may revoke the license to display the Artworks at any time.*

*Association's Obligations:*

*-The Association will display the Artworks on its website, clearly indicating the Artist's name and copyright information.*

*-The Association shall not use the Artworks for any form of commercial exploitation.*

*-The Association shall comply with all applicable copyright and intellectual property laws and regulations.*

### *3 Copyright Management Information (CMI):*

*When displaying the Artworks, the following Copyright Management Information must be included:*

*-The Artist's name.*

*-Copyright notice (e.g., "© [Year] [Artist's Full Name]. All rights reserved. Unauthorized copy or distribution prohibited.").*

*-Contact information of the Association.*

### *4 Warranties and Indemnification:*

*-The Artist warrants that they are the sole creator of the Licensed Artworks and possess all necessary rights for the grant of this license.*

*-The Artist shall be responsible for resolving and bearing responsibility for any copyright or intellectual property disputes arising from the provided Artworks.*

### *5 Termination:*

*-Either party may terminate this Agreement by providing [Notice Period] days' written notice to the other party.*

### *6 Governing Law and Dispute Resolution:*

*-The interpretation, validity, and enforcement of this Agreement shall be governed by the laws of [Designated Country or Jurisdiction].*

*-Any disputes arising from this Agreement shall be resolved through amicable negotiations; if unresolved, disputes shall be submitted to [Designated Court or Arbitration Institution].*

**or**

### *6. Governing Law and Dispute Resolution:*

*-This Agreement shall be governed by and construed in accordance with the laws of both the People's Republic of China and the Italian Republic. In case of any discrepancy between the*



*two legal systems, the parties agree to negotiate in good faith to resolve such differences in a manner that respects the spirit of this Agreement.*

*-The parties agree to first seek resolution of any dispute arising out of or in relation to this Agreement through friendly negotiations. If the dispute cannot be resolved through negotiation within [specified number of days], the parties agree to submit the dispute to arbitration.*

*-The arbitration shall be conducted in [Neutral Country or City], in the English language, by [number] arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration award shall be final and binding upon both parties.*

*Notwithstanding the foregoing, each party retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect its intellectual property rights.*

*Signatures:*

*Artist's Signature: \_\_\_\_\_ Date: \_\_\_\_\_*

*Authorized Representative of China-Italy Youth Cultural Exchange Association Signature:  
\_\_\_\_\_ Date: \_\_\_\_\_*