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## DEFINING EDITORIAL CONTROL WITHOUT LIMITING JOURNALISTS' COPYRIGHT IN THE MASS MEDIA

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**Abstract.** *The editorial office and editors at mass media organizations work to ensure that journalistic works are accurately presented. Editing should carefully take into account authorship rights and factual accuracy. A journalistic work is the result of an institutional process in which the professional contribution of the reporter is combined with the editorial office's responsibility for factual accuracy, legality, style, and timely publication. The failure to make a principled distinction between these interests often results in treating ordinary editing, alteration of meaning, and secondary commercial use equally under the law. This article examines how copyright should be divided between journalists and media organizations, with a focus on proper attribution, anonymity, integrity, service works, freelance contributions, and digital republication. The research is based on doctrinal, comparative, functional, and case-law analysis of the legislation and judicial practice of Uzbekistan and the United States, with reference to international copyright standards. The study finds that neither complete author control nor complete editorial ownership is an appropriate model. It proposes a three-tiered allocation of rights and an editorial-purpose test that draws a line between permissible technical editing and changes requiring the author's consent. It also distinguishes between first publication and economically independent reuse in databases and other forms of use, such as paid archives, translations, syndication, and third-party platforms.*

**Keywords:** *copyright, journalism, editorial control, service work, attribution, integrity, digital publication, rights transfer*

### Introduction

The allocation of copyright between individual journalists and media organizations raises complex legal questions. The process of journalistic work typically involves a series of editorial decisions: the journalist selects facts, identifies sources, develops a story, verifies statements, and evaluates the material, while the editor checks accuracy, legal

compliance, length, structure, style, and consistency with the publication format. The final publication can therefore reflect both individual creativity and institutional responsibility. However, this practical interdependence does not resolve the legal question of who may edit, republish, sell, archive, or remove the author's name from the material.

This issue has become more visible in digital media. A newspaper story may appear on a website, mobile application, paid archive, searchable database, partner platform, or in a translated collection. Reproduction, adaptation, communication to the public, and transfer to a third party may be involved at each stage. Media organizations may consider these uses to be part of the original editorial brief. They may, however, be perceived by journalists, particularly freelance journalists, as new forms of exploitation that were neither anticipated nor separately compensated. Research into freelance media workers suggests that individual freelancers may negotiate from a position of unequal bargaining power, while standardized contracts may provide for a wide range of future uses in exchange for limited remuneration (Norbäck, 2022; Salamon, 2018, 2020).

The distinction between economic and personal rights further complicates the issue. International copyright law protects the author's personal interests independently of economic control. This distinction is reflected in Article 6bis of the Berne Convention. Comparative scholarship also indicates that publishing contracts and newsroom practices do not always fully reflect these principles, even in systems where moral rights are formally protected (Cantatore & Johnston, 2016). In journalism, there is an additional dimension to attribution because the byline is connected to reputation, accountability, future professional opportunities, and public trust. However, a journalist may also have a legitimate reason to remain anonymous where disclosure of identity would create professional or personal risks.

The United States and Uzbekistan provide a useful comparison because they begin from different legal approaches. The determination of authorship and initial ownership plays a central role in U.S. law. If a work is prepared by an employee within the scope of employment, the employer is generally considered the "author" for copyright purposes under the work-made-for-hire doctrine, unless otherwise agreed in writing. In *Community for Creative Non-Violence v. Reid*, the Supreme Court applied common-law agency principles to determine whether a creator was an employee or an independent contractor for work-made-for-hire purposes. In *New York Times Co. v. Tasini*, the Court examined the scope of a publisher's privilege under 17 U.S.C. § 201(c) to reproduce freelance contributions as part of a collective work or its revision. There is no general statutory moral-rights regime for written journalism in the United States; instead, attribution and integrity interests may be protected through a combination of copyright law, contract, state law, and other legal doctrines.

In Uzbekistan, the legal framework provides more explicit recognition of the natural person who creates the work. The rights of authorship, attribution or anonymity, disclosure, and integrity are protected under the Law on Copyright and Related Rights and are distinct from economic rights. A service work is a work created in the course of performing official duties or a specific employment assignment. The author retains personal non-property rights, while the general service-work regime regulates the employer's economic rights. However, this general regime does not apply to the creation of newspapers, journals, and other periodical publications, for which special rules apply. The law also requires an author's contract to specify the permitted methods of use and the specific rights transferred. These rules provide a useful starting point for protecting journalists, but greater clarity is still needed in relation to editorial revision and multi-platform reuse.

Much of the literature on news protection has concentrated on the relationship between publishers and digital platforms. Scholars have investigated issues such as neighboring

rights, bargaining asymmetry, aggregation, and the economic sustainability of news production (Balasingham et al., 2025; Colangelo, 2022; Flew et al., 2024; Lombardi, 2023). These debates are important, but stronger publisher rights do not necessarily improve the position of the journalist who created a particular contribution. The publisher may benefit from dealings with aggregators while retaining contractual leverage over the reporter. Thus, the internal distribution of rights between the journalist and the editorial office is a separate problem. This article addresses that internal problem. Its purpose is to formulate a legal model that allows the editorial office to perform its public and professional functions without converting operational control into unlimited ownership of the journalist's work. The central questions are: which rights should remain with the journalist; which uses may be presumed necessary for the initial editorial purpose; when does editing become an alteration requiring consent; and which forms of digital reuse should require express contractual authorization and separate remuneration? The article argues that these questions should be answered through a three-layer allocation of rights and a structured editorial-purpose test.

### **Methods**

The research adopts a doctrinal approach to determine the applicable rules on authorship, works made for hire, the transfer of economic rights, attribution, integrity, and rights-management information in the digital context. The main legal sources of Uzbekistan are the Civil Code, the Law on Copyright and Related Rights, and the Resolution of the Plenum of the Supreme Court on intellectual property cases. In the United States, the primary sources include Title 17 of the United States Code and Supreme Court decisions interpreting the concepts of “work made for hire” and “collective work.” The Berne Convention serves as the international benchmark for distinguishing economic rights from attribution and integrity interests.

The comparative method is used functionally rather than mechanically. The purpose is not to determine which legal system is generally superior, but to examine scenarios commonly encountered in newsrooms: an employee creates a work; a freelancer creates a work; a newsroom makes editorial changes to a work; a work is published anonymously; a work is published in a periodical; a work is placed in a database for distribution; and the work is later sold or otherwise reused commercially. The comparison therefore focuses not merely on legal terminology, but on its practical consequences.

Case-law analysis is also used in the study. *Community for Creative Non-Violence v. Reid* is analyzed in the context of the common-law agency factors used to determine whether a creator is an employee or an independent contractor for work-made-for-hire purposes. *New York Times Co. v. Tasini* is examined in light of its relevance to freelance journalistic content and the extent to which a publisher may reproduce such content in an electronic database. According to the judicial guidance of the Republic of Uzbekistan, a work created by an employee during working hours or with the use of the employer's property is not considered a service work if it is unrelated to the employee's official duties or a specific employment assignment.

Functional contract analysis is used to distinguish between the different purposes of contractual clauses. Rather than assuming that a general phrase such as “all rights” provides a complete legal answer, the analysis distinguishes between actions necessary for publication, measures that preserve the author's identity and reputation, and uses that create a new economic market. Recent research on freelance journalism and publisher-platform relations (Balasingham et al., 2025; Norbäck, 2022; Salamon, 2020) is used to assess whether the proposed model corresponds to practical bargaining conditions.

The study is qualitative and normative. It does not seek to quantify the prevalence of disputes or the economic value of specific rights. Instead, it develops a legal classification model for possible use in legislation, contracts, and adjudication. The model is evaluated by applying it to comparable forms of journalistic use and by assessing its consistency with the statutory principles already established in both jurisdictions.

### **Results**

A comparison shows that the mixing of multiple, legally different interests within the single category of “editorial property” is a major source of conflict. In practice, there are at least three types of interests that can be separated: the interests of the journalist and his or her integrity; the rights of the media company necessary for publication; and the different economic forms of reuse. This distinction does not impede freedom of contract; on the contrary, it clarifies the subject of the contract, namely the editorial product, and does not mean that editorial authority extends to all existing and future uses, because the right to use a work derives from law or contract and not merely from the editor’s authority.

The first layer consists of rights associated with the journalist as the author of the individual work. It covers authorship, publication in the journalist’s own name, under a pseudonym, or anonymously, and protection against alterations that would distort the content or affect the author’s honour and professional reputation. These interests should not pass to the media company merely because the journalist works for that company or because the company exercises the economic rights necessary for publication.

Uzbek law provides a solid basis for achieving this goal. Personal rights such as authorship, attribution or anonymity, and the integrity of the work are independent of economic rights and remain with the author. Although the general service-work rule provides that exclusive rights in a service work belong to the employer unless otherwise provided by contract, this rule does not apply to the creation of newspapers, journals, and other periodical publications. Special rules govern the rights of publishers in such publications, while the journalist’s personal rights remain protected. A media organization may therefore exercise the rights necessary for publication subject to the applicable rules on periodical publications and contractual arrangements.

A comparable, although not identical, approach exists in the United States. The employer is considered the “author” of a “work made for hire” for copyright purposes under 17 U.S.C. § 201(b). The Visual Artists Rights Act does not apply to most written works of journalism. Thus, protection of authorship and integrity in the United States depends on a combination of federal law, state law, and private contracts rather than on a broad moral-rights regime applicable to all literary works (U.S. Copyright Office, 2019). However, Section 1202 of Title 17 provides important protection for copyright management information by prohibiting its unauthorized removal or alteration where the statutory knowledge requirements are satisfied. This may protect identifying information and copyright metadata in particular cases, but it does not create a general right of authorship and integrity.

Special consideration must be given to anonymity. The absence of a byline does not necessarily constitute a violation. A journalist may request anonymity, a publication may omit a byline for legitimate reasons, or the journalist’s need to remain anonymous may justify nondisclosure. Where anonymity has been chosen by the author or agreed upon contractually, subsequent disclosure should require the author’s consent or another legal basis. Accordingly, good newsroom practice requires the author’s identity to be retained in the internal production database even where the published version is anonymous. This allows authorship, payment, and accountability to be verified without undermining the protective purpose of anonymity.

The second layer concerns actions that are practically necessary to create and publish the work in accordance with the agreed editorial purpose. Under the proposed model, the media organization should be permitted to correct grammar, conform the material to the publication's style, verify names and dates, reduce it to the agreed length, refine headlines, remove unlawful content, and adapt technical formatting. If separate approval were required for every punctuation change, ordinary journalistic editing would become impractical. The law should therefore recognize a reasonable scope of editorial control.

Neither the editor's nor the author's position alone should determine the scope of this discretion. The central question is whether the change serves a legitimate editorial function and whether it materially alters the journalist's meaning or professional position. Technical editing and substantive alteration are different processes. A change becomes significant if it alters the author's conclusion or evaluative opinion, adds an allegation not expressed by the author, removes a necessary qualification, rearranges quotations in a way that changes their meaning, or attributes to the author a proposition that he or she did not make.

There are four factors in the proposed editorial-purpose test. First, the change must serve a definite editorial purpose, such as clarity, legality, conciseness, length, style, or technical formatting. Second, it must be proportionate to that purpose, taking into account its impact on the author's meaning, structure, professional standing, and reputation. Third, the type of change and the medium in which it is to be published, whether print or electronic, must have been reasonably foreseeable from or stipulated in the assignment or contract. Fourth, the change should not result in the creation of an economic or editorial product substantially different from the original. No single factor should be determinative. However, where a change materially alters the author's meaning, prior confirmation from the journalist should generally be required.

A narrow exception may be required in the preparation of breaking news. If the journalist is unavailable, an editor should make a substantial change only where necessary to address serious harm, illegality, or a factual error. Any such change and the reasons for it should be recorded, and the journalist should be notified promptly. This protects the public-service role of timely news while preventing urgency from being used as a justification for disregarding general principles of integrity.

The third category includes uses that extend beyond the original publication and its routine technical uses. These include sale to commercial databases, syndication to other media, translation for new markets, book publication, advertising, paid archive packages, documentary adaptations, and distribution through third parties under separate agreements. These uses may involve the same text, but they place it in a new economic context and should not automatically be treated as part of the general obligation to write or publish the article.

This distinction is illustrated by *New York Times Co. v. Tasini*. The Supreme Court held that § 201(c) did not authorize the reproduction of freelance articles in electronic databases where the articles were presented independently of the context of the original collective work or a permissible revision of that work. The decision does not preclude the acquisition of database rights, but such rights must arise from statute or contract rather than merely from the author's initial contribution to the newspaper or magazine. Thus, the case illustrates a broader principle: a publisher's rights in a collective work do not extinguish the independent copyright in an individual contribution.

A similar degree of precision can be found in Uzbek law. If an author's rights are not expressly transferred under an agreement, they remain with the author, and the contract should define the permitted methods of use, remuneration, and other material conditions.

The general service-work provisions may give an employer significant economic rights, but their application must be considered together with the special rules governing periodical publications and the terms of the relevant contract. If reuse is economically distinct from the original publication, the most predictable solution is to include a written clause accompanied by a clear remuneration provision. Uzbek copyright law expressly requires an author's contract to identify the methods of use and the specific rights being transferred.

Contracts should avoid general phrases such as “all media, now known or hereafter devised” unless their scope is specifically defined. They should clarify whether the initial fee includes print publication, publication on the publisher's website or mobile application, regular non-commercial archiving, and article promotion. Commercial databases, paid archives, translations, republication by affiliates and third parties, adaptations, and further transfers of rights should be addressed separately. A contract may provide for a broad range of rights; however, those rights should be defined clearly and on an informed basis.

An important question is who the creator is and who initially owns the relevant rights. Under U.S. law, ownership depends in part on whether the journalist is an employee acting within the scope of his or her employment. *Community for Creative Non-Violence v. Reid* makes clear that employee status for work-made-for-hire purposes must be assessed by reference to common-law agency factors rather than contractual labels alone. Payment for an article does not by itself make a work created by an independent author a “work made for hire.” For a specially commissioned work to qualify as such, it must fall within a statutory category and be covered by a written agreement designating it as a “work made for hire.” In other cases, copyright remains with the freelancer except to the extent that rights have been validly transferred.

The question of whether a work was created in the performance of employment functions or under a specific service assignment is also relevant under Uzbek law. The use of working hours or employer-owned equipment alone is not sufficient to establish that a work is a service work where it is unrelated to the employee's duties or a specific assignment, as reflected in judicial guidance. The same approach should be applied to journalists: the employment contract, job description, editorial assignment, and actual purpose of the work should all be taken into account.

Clear and explicit contracts are particularly important for freelance journalists, who generally work outside a standard employment relationship and may depend on recurring commissions. Studies of freelance journalism describe a bargaining environment in which the rhetoric of enterprise may obscure structural weaknesses (Norbäck, 2022; Salamon, 2018, 2020). This supports a principle of clarity in drafting: ambiguous terms should be interpreted restrictively, rights that are not expressly transferred should remain with the contributor, and secondary uses should be accompanied by an explicit remuneration mechanism.

There should also be a distinction between payment for creating a commissioned journalistic work and remuneration for subsequent economically distinct uses of that work. If resale, republication, or placement of the work in a separate commercial service constitutes a distinct use, it should be negotiated separately. This is consistent with the principle that economically distinct uses should be clearly identified in the agreement.

The table below summarizes the major differences between the two systems and their practical implications. The two jurisdictions emphasize different aspects of rights allocation: U.S. law provides a detailed status-based inquiry and a clear distinction between a collective work and an individual contribution, while Uzbek law places stronger statutory emphasis on personal rights and contractual regulation.

Table

**Comparative allocation of rights in journalistic works  
In the case of Uzbekistan and the United States of America**

| Legal issue                        | United States                                                                                                                           | Uzbekistan                                                                                                                                       | Practical implication                                                                                           |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Initial ownership of employee work | The employer is considered the author and initial owner when the work is made for hire, unless a written agreement provides otherwise.  | The natural person remains the author; exclusive rights in service work generally belong to the employer unless the contract provides otherwise. | The contract and accurate classification of the employment function are decisive.                               |
| Freelance contribution             | The freelancer is normally the initial owner unless a valid written transfer or qualifying work-made-for-hire arrangement applies.      | The author retains rights except to the extent transferred under a written author's contract.                                                    | A commission fee should not be treated as an undefined transfer of every future use.                            |
| Attribution and anonymity          | No general moral-rights statute for written journalism; protection is fragmented and may rely on contract, section 1202 and other law.  | Express statutory right to use the author's name, a pseudonym or anonymity.                                                                      | The public byline and the confidential internal authorship record should be distinguished.                      |
| Integrity and editorial revision   | Usually governed by contract, industry practice and other legal doctrines; written journalism lacks a general federal integrity right.  | The author may object to distortion or other alteration prejudicial to honour or reputation.                                                     | Routine editing should be permitted, but material changes of meaning should require consent.                    |
| Periodical and collective work     | The publisher's collective-work privilege does not necessarily authorize independent database exploitation of a freelance contribution. | Publisher and service-work rules coexist with the author's personal rights and contractual transfer rules.                                       | Rights in the periodical should not automatically extinguish the legal identity of the individual contribution. |
| Digital reuse                      | It depends on statutory ownership, the scope of transfer and the collective-work rule.                                                  | Rights and methods of use should be expressly identified; untransferred rights remain with the author.                                           | Commercial databases, syndication, translation, and Third-party distribution should be specified separately.    |

### Discussion

The proposed model does away with two assumptions. The first is that strong editorial control means that the media organization must be the sole owner of a contribution. The second is that, in order to protect a journalist's integrity, the author must be given a veto over routine editing. Neither assumption is necessary. There is a distinction between ownership, use, and professional editorial rights. Both the journalist and the publisher may hold rights relating to the publication, archiving, and promotion of the material, while the journalist retains relevant authorship and integrity interests. Likewise, the right to integrity can be balanced with a reasonable standard that allows routine editorial processes.

This is particularly significant when discussing the economic position of news publishers. Recent research has pointed out that publishers may face a bargaining

disadvantage vis-à-vis major digital intermediaries (Balasingham et al., 2025; Colangelo, 2022; Flew et al., 2024). Lombardi (2023) questions whether copyright is an effective means of addressing the structural problems of journalism. These analyses concern the external market. Internally, however, a new publishing right or a stronger platform-based bargaining system may create more value for content without necessarily determining how that value is distributed to individual journalists. Therefore, author-publisher contracts should also be considered in legislative reform.

The United States example illustrates both the benefits and risks of status-based ownership. It allows employers a degree of control over works created within the scope of employment, while potentially reducing the individual creator's role in copyright ownership. The "work-made-for-hire" doctrine may also generate disputes because employee status depends on a multi-factor common-law agency analysis (Garon & Ziff, 2011; Vacca, 2014). In multi-staff newsrooms, the same type of article may result in different ownership patterns depending on whether the journalist is a staff member, an independent contractor, or a commissioned freelancer who has entered into a written agreement with the newsroom. Thus, predictability depends on accurate classification and careful record-keeping.

The law also preserves the separateness of freelance contributions in certain circumstances. This principle has significance beyond databases. Technical continuity does not necessarily amount to legal continuity in digital publishing. The relevant question is whether a later use presents the contribution as part of the original collective publication or uses it independently in another product or context. This distinction should be incorporated into the third layer of the proposed model.

The Uzbek model provides a more uniform basis for recognizing authorship. The author retains personal rights such as the right to be named or to remain anonymous, as well as protection against distortion of the work. The challenge lies not in the principle itself but in translating it into practical newsroom guidelines. The dividing line between legitimate editorial work and unlawful alterations to a journalistic work is not clearly defined in legislation. Moreover, the law does not specifically regulate all forms of digital use, such as inclusion in searchable archives, publication through applications, access through databases, or distribution through partner platforms. In the absence of certainty, transaction costs may increase, making clearer rules desirable.

The right of integrity is further developed through the proposed editorial-purpose test. The first factor prevents commercial alterations from being treated merely as editorial changes. The second focuses not on the number of words changed but on the effect of the change on meaning and reputation; a single added sentence may have a greater impact than several deleted paragraphs. The third concerns the relationship between the change, the authority granted, the assignment, and the contract, encouraging media organizations to specify expected formats before the assignment is undertaken. The fourth factor concerns whether an altered or relocated contribution is placed in a new economic market.

The test may also provide a standard for judicial review. Courts should not substitute their own editorial preferences for those of the editor but should assess the necessity and impact of the challenged change in light of its purpose. Relevant materials may include the original manuscript, tracked changes, editorial correspondence, publication policies, metadata, job descriptions, and contracts. Where damage to a journalist's reputation is alleged, the court should consider whether the published version attributes to the journalist a materially different position or factual statement.

Anonymity occupies a middle ground between the author's interests and public accountability. Anonymous publication does not mean the absence of responsibility under

the law or newsroom transparency policies. The proposed solution—public anonymity combined with confidential internal attribution—allows evidence of authorship and contractual rights to be preserved without disclosing the author’s identity to the public. Subsequent disclosure should require the author’s consent or another valid legal basis.

While digital metadata is not a comprehensive enforcement mechanism, it may constitute relevant evidence. Copyright information, publication dates, version history, and rights information can help establish the relationship between the author and the published work. The removal of such information during republication may interfere with authors’ rights and make enforcement more difficult. News organizations should therefore preserve identifying metadata when content is transferred between their systems unless the author has requested anonymity or there is another legitimate reason, such as security, for removing the information.

One possible concern is that requiring separate payment for every secondary use could create an excessive administrative burden. The solution is not to require an additional fee for every technical copy. A “tiered model” distinguishes routine operational uses, which may be covered by a one-off payment, from specific forms of economic exploitation. The parties may agree on different forms of additional remuneration, including a fixed amount, a percentage, a collective tariff, or a broader all-inclusive fee. The scope of the payment should be transparent, although no single remuneration formula is necessary.

The proposed model also has limitations. It does not address questions of originality relating to facts, brief news items, or texts consisting primarily of functional information.

### **Conclusion**

Journalistic output involves both individual creativity and institutional editing. Copyright law needs to recognize this interdependence without allowing one function to displace the other. Comparative analysis reveals that the distinction between employees and independent contractors is well developed in U.S. law, while the rules governing collective works and individual contributions are less specifically developed in Uzbek law in relation to editorial practice and digital reuse. At the same time, Uzbek law provides a stronger legal framework for authorship, anonymity, and integrity. These strengths could be integrated into a balanced national model.

The article proposes a three-level allocation of rights. The first level—authorship, attribution or anonymity, and integrity—should remain with the journalist. The second tier should provide the media organization with the operational authority required for accuracy, clarity, legality, style, length, initial publication, routine archiving, and agreed-upon cross-platform distribution. The third level—commercial databases, syndication, translation, book publication, advertising, paid archive products, adaptation, and transfer to third parties—should be governed by explicit written terms and clear rules on remuneration. Whether an editorial change is justified should be assessed on the basis of four questions: Is there a legitimate editorial purpose for the change? Is its impact on the meaning of the work and the author’s reputation proportionate? Was the change, and the manner in which it was to be made, foreseeable under the assignment or contract? Does the changed product become economically or editorially different from the original? Any change that fundamentally transforms the work should require the journalist’s approval because it may affect the journalist’s professional position. A narrow exception permitting alterations to address factual errors, illegality, or serious harm may also be justified, provided that the basis for the alteration is recorded and the journalist is notified promptly.

In Uzbekistan, it is important not to replace general legal rules, but to clarify their application to journalism. The Law on Copyright and Related Rights should more clearly establish the circumstances in which editorial offices may make technically and legally

necessary modifications that do not alter the author's intended meaning or harm the author's honour or professional reputation. Substantive changes should require the journalist's consent. Contracts should specify matters such as the media outlet, permitted methods of use, duration and territory of use, copyright and editing rights, archive and database rights, translation, transfer to third parties, and remuneration. Rights that are not expressly transferred should remain with the author.

These rules would provide greater clarity for both parties. Journalists would receive stronger protection against undue interference with their personal rights and the integrity of their work, while media outlets would have clear and practical authority to publish and edit content. Thus, editorial control would not be weakened but placed on a clearer, proportionate, and mutually agreed legal basis.

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