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Copyright Licensing and Infringement Risks in Adaptations of Online Literature into Micro-Short Dramas —Focusing on the Transmission of Risks Arising from Defects in the Rights to the Underlying Work

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Abstract: The convergence of online literature and micro-short dramas has brought the exploitation of works into a stage characterized by a faster pace, a larger number of participating entities, and a longer dissemination chain. In practice, copyright risks do not arise only from pirated dissemination after a micro-short drama is released; hidden risks may already exist before a project is initiated. The underlying work may be subject to disputes over originality, the licensing party may not have acquired complete rights, the contract may fail to distinguish among different media, territories, and terms, and the adapted screenplay may introduce new infringing content during secondary creation. Because micro-short dramas have short production cycles and spread rapidly, once defects in upstream rights enter the production and distribution process, they often develop into compound risks, including removal from platforms, cessation of dissemination, compensation for losses, and contractual recourse. Starting from the chain of rights among the underlying online literary work, the adapted screenplay, the micro-short drama, and the dissemination platform, this article analyzes defects in the rights to the underlying work, unclear scopes of authorization, new infringements introduced during adaptation, pirated dissemination, and the boundaries of platform liability. It further proposes establishing copyright due diligence before project initiation, refining authorization schedules, improving warranty clauses concerning defects in rights, strengthening evidence preservation, and promoting coordinated platform governance. The transmission effect is intensified by batch-oriented production, platform-driven distribution, and paid traffic acquisition: an upstream defect can move from the literary-IP layer to completed episodes, monetized dissemination, and platform complaints within a matter of days.

Keywords: online literature; micro-short drama; right of adaptation; copyright licensing; defects in rights; platform governance

I. Statement of the Problem

In recent years, online literature has become an important source of content for micro-short dramas. The 2025 Research Report on the Development of Chinese Online Literature shows that in 2025 the market size of IP adaptations of Chinese online literature reached RMB 367.61 billion, representing a year-on-year increase of 23.13%. Separately, figures disclosed at the 2025 Hongguo Short Drama Creators Conference indicate that more than 6,700 Fanqie Novel works entered the micro-short drama adaptation pipeline during 2025.^[1] This indicates that online literature has become an important upstream resource for micro-short drama production.

The micro-short drama market is also expanding rapidly. The White Paper on the Development of China's Micro-Short Drama Industry (2025) shows that the number of micro-short drama users in China has reached 696 million, the market size in 2025 is expected to reach RMB 67.79 billion, and approximately 40,000 vertical-screen dramas are expected to be released during the year.^[2] Micro-short dramas can rapidly reach users through platform distribution; their dissemination is highly efficient, and disputes can spread quickly as well. If rights are not fully verified when a project is initiated, remedial action taken only after release will often come after losses have already been incurred in production investment, advertising expenditure, commercial reputation, and other areas.

Micro-short dramas therefore warrant separate analysis not because copyright law creates a different set of exclusive rights, but because familiar title and authorization-chain problems operate in a different transmission environment. The sector combines high-volume, batch-oriented output with a fragmented chain of IP providers, production companies, broadcast platforms, and marketing or traffic-acquisition services, while platform recommendation and paid traffic can

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scale exposure immediately after release. Industry reporting describes a mature chain consisting of IP providers, production and broadcast platforms, marketing platforms, and audiences, together with an operating model centered on IP purchasing, paid traffic acquisition, algorithmic distribution, and per-episode payment. These features shorten the interval between an upstream defect and downstream monetization and multiply the number of actors that may rely on the same authorization chain.^[3]

For purposes of this article, “defects in rights” is used in a specific civil-law sense rather than as a loose synonym for every copyright risk. In its narrow sense, the concept is analogous to a defect in title: the person purporting to transfer or license a right cannot confer the promised legal position because a third party has a superior or competing right, the licensor lacks authority to dispose of the right, or the right is narrower than represented. Chinese civil law expresses an analogous logic in the Civil Code rules on lack of disposition authority and warranty against third-party rights; Article 646 also permits reference to the rules on sales for other onerous contracts where no specific rule applies. Applied to copyright licensing, the relevant inquiry is whether the licensor can lawfully grant the particular rights of adaptation, cinematography, and communication through information networks, exclusivity, sublicensing, territorial, and term rights promised in the transaction. Accordingly, “defects in rights to the underlying work” in this article covers defects in title or licensing authority, conflicting prior grants, and latent third-party claims against the underlying work that impair lawful downstream exploitation. By contrast, new infringing material introduced by a screenwriter or production team during adaptation is treated below as a separate downstream risk rather than as a title defect.^[4]

English-language scholarship also provides useful context for this mapping. Peter K. Yu’s analysis of the 2020 amendment to the Chinese Copyright Law traces the modernization of the copyright regime while emphasizing the continuing importance of effective enforcement design. The English-language volume edited by Rohan Kariyawasam likewise situates copyright protection and protection in the network environment within the broader framework of Chinese intellectual-property and technology law.^[5]

Existing discussions generally focus on pirated reposting after micro-short dramas are released, such as uploading complete series without authorization, splitting paid content, or editing, renaming, and redistributing works. These issues are undoubtedly important, but adaptations of online literature involve another, more easily overlooked risk: a producer may obtain some form of authorization without necessarily acquiring rights that are stable, complete, and capable of lawful downstream licensing. Once the underlying novel is subject to a dispute over originality, ownership of a collaborative work, or duplicate authorization, the downstream micro-short drama may still face an order to cease dissemination even after filing, filming, and release have been completed. In other words, the existence of an authorization document does not necessarily mean that the chain of authorization is free of defects.

Recent public disputes in the field of online literature concerning the originality of popular works have once again drawn attention to this issue. This article does not make a determination of infringement regarding any particular dispute for which there is not yet an effective judgment or a determination by a competent authority. What merits discussion is how uncertainty at the level of the underlying work is transmitted downstream after a novel enters development as a micro-short drama, motion comic, audio drama, or other format, and what preventive measures may be adopted by platforms, authors, producers, and broadcasters. Rather than discussing only who should pay compensation after a dispute arises, copyright governance should be moved forward to the stage before project initiation.

For terminological consistency, this article uses “micro-short drama” throughout. The 2026 Micro-Short Drama Development Management Measures use the same regulatory term and define a micro-short drama as a series in which each episode is under twenty minutes and that has a clear theme and main line, a continuous and complete plot, and prominent characters. The one-to-three-minute episode length discussed below describes a common industry format rather than the legal maximum.^[6]

Methodologically, this article adopts a doctrinal legal and policy-analysis approach. It maps the relevant rights chain through Chinese statutory law, judicial decisions, administrative guidance, industry rules, and public industry reports, and uses reported disputes as illustrative case studies rather than as a statistically representative sample. The analysis then uses that rights-chain map to identify the points at which upstream defects are transmitted and to evaluate preventive governance measures.

II. The Rights Chain in Adaptations of Online Literature into Micro-Short Dramas

(1) The Underlying Novel, the Adapted Screenplay, and the Micro-Short Drama Are Not the Same Object of Rights

Adapting online literature into a micro-short drama is not simply a matter of moving words “onto the screen.” A micro-short drama normally goes through topic selection, authorization, screenplay adaptation, filming and production, post-production editing, and online dissemination. The underlying novel, the adapted screenplay, and the final audiovisual work have different forms of expression and correspond to different arrangements of rights. The Copyright Law classifies written works and audiovisual works as separate categories of protected works and provides that copyright owners enjoy, among other rights, the rights of reproduction, communication through information networks, cinematography, and adaptation.^[7] Accordingly, the rights that a producer must acquire should be determined item by item according to the actual manner in which the work will be used.

Under ordinary circumstances, rewriting a novel into a micro-short drama screenplay first implicates the right of adaptation; producing the screenplay as a micro-short drama with a continuous sequence of images implicates the right of cinematography; and making the work available to the public through an application, website, or mini program also implicates the right of communication through information networks. After a micro-short drama has been created, copyright in the work is, in principle, enjoyed by the producer, while authors such as the screenwriter, director, cinematographer, lyricist, and composer enjoy the right of attribution in accordance with law and are entitled to remuneration under their contracts. The authors of works that may be used independently, such as the screenplay and music, may continue to exercise the corresponding copyrights separately.^[8] This shows that copyright governance for micro-short dramas cannot focus solely on a single contract between the novelist and the producer.

The more layers of works involved, the more precise the contractual arrangements must be. An author's license to a platform to operate a novel does not necessarily mean that the platform has acquired the right to adapt it into a micro-short drama; a platform's acquisition of the right of adaptation does not necessarily mean that it may grant sublicenses to any third party indefinitely and without territorial restrictions; and a producer's acquisition of a license to exercise the right of cinematography does not necessarily mean that the work may be further developed into motion comics, games, overseas versions, or sequels. The Copyright Law expressly requires a copyright licensing contract to specify the types of rights licensed, whether the right of use is exclusive or non-exclusive, and the territory and term, and further provides that the other party may not exercise any right that has not been licensed by the copyright owner.^[9]

(2) Signing with an Online Literature Platform Does Not Mean That All Rights Have Been Consolidated

Online literature platforms are important nodes connecting authors with downstream developers, but platform contracts are not uniform. Some contracts provide only for communication through information networks; some include agency authority for derivative development; some provide for an exclusive license or sublicensing authority for specified rights; and in other cases, authors place the same work with different entities for operation at different stages. Research on investment in film and television IP has noted that defects concerning the right holder, the scope of authorization, and the chain of authorization may directly affect the stability of subsequent development projects.^[10] For micro-short dramas, although production costs and release schedules differ from those of traditional long-form dramas, the requirements for the copyright chain are no less stringent.

The distinctiveness of the present inquiry therefore lies not in claiming that title defects or ambiguous authorization chains are unique to micro-short dramas; Xiong Jianlong's film-and-television IP analysis correctly identifies those risks at a general level. What changes in the micro-short drama setting is the transmission mechanism: batch-scale production, multiple operational intermediaries, immediate platform distribution and paid traffic acquisition, and a clearance period that may be measured in days rather than months. The same upstream defect can consequently crystallize into production, promotion, platform, and recourse losses more quickly and across more entities. This rights-chain analysis is also consistent with Kariyawasam's English-language account, which situates copyright protection and network-environment rules within China's broader intellectual-property and technology-law framework.^[11]

At least three issues should be verified when a project is initiated: first, whether the licensor owns the relevant rights; second, whether the scope of authorization covers the intended modes of exploitation; and third, whether any prior exclusive authorization already exists. If the work is jointly created, attention must also be paid to the exercise of rights among the co-authors. If it is a derivative work created through adaptation, translation, or compilation, it is also necessary to verify whether the rights in the original work have been properly cleared. The Copyright Law contains distinct provisions for jointly authored works, derivative works, and commissioned works.^[12] The mere fact that a work is available on a platform, or a declaration submitted by the author alone, cannot substitute for necessary verification.

(3) The "Short, Fast, and Rapid" Production Model Compresses the Time Available for Copyright Review

The narrative pace and production model of micro-short dramas differ from those of traditional television dramas. A relevant report by the National Radio and Television Administration describes them as online audiovisual programs with short episode lengths, a brisk pace, concentrated conflicts, and frequent reversals, with individual episodes commonly lasting one to three minutes.^[13] This format can quickly adapt to mobile consumption and is also conducive to large-scale, batch production. Online literary works, with clearly defined genres, an existing readership, and abundant plot material, therefore often become the preferred source material.

Industry reporting makes the compressed review window more concrete. CCTV reported that a typical micro-short drama can move from project initiation to online launch in approximately two to three weeks, with principal photography compressed to roughly three to seven days; promotional spending and paid traffic acquisition may constitute a major share of project costs. In practical terms, review of ownership, prior grants, sublicensing authority, and third-party claims may therefore have to proceed concurrently with screenplay adaptation, casting, shooting, post-production, launch preparation, and traffic planning rather than through a lengthy sequential clearance process. This concurrency is a central mechanism of risk transmission: a problem that might have been isolated at the licensing stage can enter a completed and already monetized audiovisual product before the problem is fully detected.^[14]

However, when the industry excessively pursues speed to market, copyright review can easily be reduced to the assumption that "having a contract is enough." Producers are more concerned with a work's popularity, paid conversion, and traffic-acquisition performance, while licensors are more concerned with whether the project can be implemented quickly; both sides may therefore relegate rights verification to a secondary position. A research article

published on China Writers Network, in analyzing adaptations of online literature into micro-short dramas, also warned against crude production, homogenization, infringement beyond authorized boundaries, and the appropriation of well-known IP.^[15] Copyright due diligence cannot eliminate every dispute, but it can intercept risks as far as possible before investment is made.

III. Major Copyright Risks in Adaptations of Online Literature into Micro-Short Dramas

(1) Disputes over the Originality of the Underlying Work May Create Defects in Rights at the Source

Online literary works are lengthy and strongly characterized by genre conventions, making infringement determinations difficult. In genres such as xianxia fantasy, mystery, urban fiction, and time-travel fiction, common settings, narrative formulas, and limited forms of expression should not be monopolized by any single author. The law protects original expression, not abstract ideas, methods of creation, or subject matter. Guiding Case No. 81 issued by the Supreme People's Court expressly adopts the analytical approach of "access plus substantial similarity" and requires comparison to focus on protected original expression.^[16] In typical cases concerning the protection of intellectual property rights in films, the Supreme People's Court has likewise emphasized that historical facts, objective facts, and limited expression should be filtered out during comparison.^[17]

This analytical method is particularly important when applied to online literature. Similar subject matter, shared motifs, or genre-based plot devices do not necessarily constitute infringement. However, where a high degree of similarity repeatedly appears in character relationships, plot progression, key scenes, specific dialogue, and structural arrangements, and it can be shown that the later author had a possibility of access, it is necessary to determine further whether the similarities exceed the scope of reasonable borrowing. Research on standards for plagiarism in online novels and the regulation of disguised rewriting likewise commonly focuses on the distinction between idea and expression, the determination of substantial similarity, and the identification of concealed copying.^[18]

More complicated still, once a disputed underlying work is adapted into a micro-short drama, the risk of infringement does not automatically disappear. Authorization can only resolve the exploitation relationship between the licensor and the licensee; it cannot transform expression that never belonged to the licensor into a lawful resource. If the micro-short drama screenplay and audiovisual work preserve the core expression in the underlying work that is subsequently found to be infringing, the downstream project may still be required to cease use. In a published case involving an adaptation of Douluo Continent, the Supreme People's Court stated that cross-media analysis cannot mechanically focus only on the proportion of textual overlap; it must also consider specific content such as characters, relationships, abilities, and plot, and analyze how the original work's original expression is used in the new work.^[19]

Accordingly, producers cannot treat the question of whether the underlying work infringes copyright entirely as the author's personal problem. If relatively specific complaints, litigation, or publicly available comparison materials already exist before a project is initiated, the producer should at least conduct a special review. Such review does not require the producer to replace the court in reaching a legal conclusion; rather, it is intended to determine whether to continue investing, suspend development, obtain additional guarantees, or retain part of the purchase price. For highly popular and highly disputed works, the greater the urgency to seize the market window, the more important it is to reserve sufficient time for verification.

(2) An Unqualified Licensor or an Unclear Scope of Authorization

The second category of risk arises from the authorization document itself. Ambiguous expressions commonly used in practice include "full-copyright development," "overall IP authorization," and "authorization for film and television adaptation." These concepts are convenient in commercial communications, but once incorporated into a contract they must still be broken down: does the licensor grant the rights of adaptation, cinematography, reproduction, distribution, or communication through information networks; is the authorization exclusive; may it be sublicensed; may sequels, side stories, and derivative short videos be produced; may the work be disseminated overseas; may it be used for motion comics, interactive dramas, or AI-generated promotional materials; and how should content already online be handled after the authorization term expires?

The Copyright Law requires a licensing contract to specify the types of rights, whether the right of use is exclusive or non-exclusive, the territory and term, the standard of remuneration, and liability for breach of contract. It further provides that the other party may not exercise any right that the copyright owner has not expressly licensed or transferred.^[20] This is not a mere formal requirement, but the foundation for allocating risk. The more ambiguous the scope of authorization, the more interpretive disputes will arise after the project is released. In particular, when a novel is simultaneously developed into a live-action micro-short drama, motion comic, audio drama, and overseas version, general clauses can hardly cover every scenario.

The identity and authority of the licensor must also be verified at each level. An author may already have exclusively licensed certain rights to a platform; the platform may possess only agency authority, without the power to sublicense; the work may be jointly created without the consent of the other authors; and when quoting, continuing, or adapting another person's work, the author may not have completed upstream rights clearance. Research on copyright ownership risks in film and television IP investment argues that investors should examine title documents and the chain of authorization rather than limiting risk control to the signing of the contract.^[21] The same view applies to micro-short dramas.

Recent litigation illustrates how quickly a failure at the literary-IP layer can become a downstream commercial loss. In a case reported by the Ningbo Intermediate People's Court through local court reporting, a micro-short drama was produced and disseminated without authorization from the holder of the relevant rights in a popular online novel. The right holder detected the drama on July 26, 2024 and filed a complaint; the producer subsequently removed the drama across the network. Supplementary public reporting states that the drama had been online for only three days, yet had already exceeded ten million views and generated more than RMB 1.5 million in reported user-payment revenue. The court later held that the production infringed the rights of adaptation, cinematography, and communication through information networks and awarded RMB 250,000 in damages. The case involved a complete absence of valid upstream authorization, rather than a defect in a purported licensor's title or a conflict between competing grants. It is therefore used here as evidence of the speed and commercial amplification of risk transmission, not as a direct example of defective title. Its timeline is nevertheless instructive: an authorization failure at the underlying-work layer can be converted into finished episodes, user payments, platform links, and multi-operator exposure within days. Ex post takedown can stop further dissemination, but it cannot restore the market window or undo production and traffic-acquisition expenditure already committed.^[22]

(3) The Screenplay Adaptation Process May Introduce New Infringing Content

The absence of disputes concerning the underlying work does not mean that the adaptation process is necessarily safe. To intensify conflict, create reversals, or follow current trends, screenwriters may add recognizable plot devices, dialogue, or character settings from other works; post-production may use music, images, fonts, or video materials without authorization; and promotional activities may directly excerpt clips from other audiovisual works. The production of a micro-short drama involves many stages, and the use of external material at any stage may create new rights burdens.

Adaptation also requires respect for the moral rights in the underlying work. The Copyright Law protects the rights of attribution, alteration, and integrity. Converting a novel into an audiovisual work necessarily requires deletion and restructuring, but disputes may arise if the changes clearly distort the expression of the underlying work or if promotional materials create sensational elements unrelated to it.^[23] Accordingly, in addition to granting the right of adaptation, the contract should specify the review mechanism, the boundaries of adaptation, and how the author's opinions will be handled.

(4) Pirated Reposting and Segmented Dissemination After Release

After a micro-short drama is released, the most direct form of infringement is unauthorized reproduction and dissemination. Infringers may repost the complete series, split paid content, upload it under a different name, add their own watermark and republish it, or edit it into multiple short videos to divert traffic. In a case reported by People's Daily, the court held that the micro-short drama at issue possessed a certain degree of originality and constituted an audiovisual work; the defendant infringed the relevant rights by uploading and disseminating paid episodes without authorization.^[24] Such cases show that the short length of a micro-short drama does not mean that it cannot receive copyright protection.

The difficulty of combating piracy also lies in the concealed dissemination chain, frequent changes of accounts, and rapid cross-platform spread. An investigation by Xinhua News Agency into micro-short drama piracy noted that some infringing content is disseminated as complete series or edited compilations, while platforms have also begun to improve governance through watermarks, restrictions on screen recording and downloading, and preservation of evidence trails.^[25] An industry initiative issued under the guidance of the National Copyright Administration further proposed that platforms improve notice-and-takedown mechanisms, establish cross-platform fast-track channels, and impose coordinated sanctions on repeat infringers.^[26]

(5) Platform Liability as a Downstream Containment Mechanism for Upstream Rights Defects

Platform liability is relevant to the present article only insofar as an upstream rights defect has already entered the dissemination stage. The transmission scenario is not limited to a user reposting an obviously pirated copy. A producer, distributor, or mini-program operator may upload a completed micro-short drama under an apparently valid authorization chain, after which a third party presents evidence of an earlier exclusive grant, lack of sublicensing authority, or unauthorized incorporation of protected expression in the underlying work. At that point, the platform becomes the place where the defect can either be contained or continue to generate viewing, payment, recommendation-based exposure, and additional losses. The key question is therefore how notice, counter-notice, and the "knows or should know" standard operate once a concrete signal of an upstream rights defect reaches the platform.

Platforms are both channels of dissemination and important nodes in copyright governance. Platform liability cannot be simply summarized as "liability whenever infringement occurs," nor can it be mechanically understood to mean that "deletion after receiving notice is sufficient for exemption." Articles 1,195 to 1,197 of the Civil Code establish rules concerning notice, forwarding, necessary measures, counter-notice, and liability where a platform knows or should know of infringement. When sending a notice, the right holder must provide prima facie evidence of infringement and truthful identity information; after receiving the notice, the platform must promptly forward it and take necessary measures in light of the prima facie evidence and the type of service; where the platform knows or should know of infringement but fails to take necessary measures, it bears joint and several liability with the infringer.^[27] Yu's account

of China's 2020 copyright reform likewise emphasizes that statutory modernization must be accompanied by workable enforcement design; this supports a proportionate notice-and-counter-notice framework rather than undifferentiated ex ante filtering.^[28]

A study by the Beijing Internet Court Research Group on judicial protection of copyright in short videos argues that determinations of platform liability should consider whether the platform knew or should have known, the popularity of the work, the obviousness of the infringement, whether the platform benefited from it, and the reasonableness of the measures taken. Under the existing regulatory framework, it is also inappropriate to require every platform, without distinction, to undertake comprehensive ex ante filtering of all content.^[29] For micro-short dramas, a more workable approach is risk stratification: scrutiny should be intensified for content that has been specifically complained of, displays abnormal dissemination volume, is repeatedly reposted, or circumvents technological measures, while ordinary user-uploaded content should be handled promptly in light of notices and risk signals.

This connection between platform procedure and the rights chain is made more explicit by the 2026 Guidelines on Strengthening the "Notice – Takedown" Rule in the Micro-Short Drama Field. The Guidelines recognize contracts, authorization letters, and electronic proof such as first-publication timestamps as possible prima facie evidence of rights, require platforms to account for the characteristics of micro-short drama creation and dissemination, and caution against rejecting a substantiated complaint merely because the title of a micro-short drama differs from the title of its literary IP source. These rules are particularly relevant when a dispute concerns authorization provenance rather than an obviously pirated copy. A platform should not make the final judicial determination of ownership or infringement, but when credible evidence of an upstream defect is presented, it can preserve records, forward the notice, take proportionate interim measures, and maintain a counter-notice channel so that the defect does not continue to accumulate downstream losses.^[30]

IV. Weaknesses in Existing Copyright Governance Mechanisms

(1) Authorization Documents Prioritize Transaction Efficiency but Lack a Schedule of Rights

Commercial negotiations for online literature adaptation projects are often completed within a short period. To launch the project quickly, contracts readily resort to general language and omit a schedule of rights, records of prior authorizations, and descriptions of exceptions. Although a contract has been signed, the producer may still be uncertain whether the platform may sublicense, whether overseas distribution is included, whether promotional short videos may be segmented, and whether existing content may remain available after the authorization expires. Once a dispute arises, the parties can only repeatedly debate the meaning of ambiguous clauses.

Research on copyright protection for online literature has proposed improving multi-party collaborative governance and copyright operation mechanisms.^[31] Applied to micro-short drama projects, the most basic measure is not to add another formalistic undertaking, but to establish a verifiable schedule of rights. The schedule should have the same legal effect as the main body of the contract and should be updated promptly as the project changes.

(2) Project Review Emphasizes "Traffic" but Neglects "Provenance"

Micro-short drama projects are often selected on the basis of reading volume, saves, reader profiles, paid traffic data, and genre popularity. These indicators can demonstrate commercial potential, but they cannot prove the stability of rights in the work. The more popular a work becomes, the more likely it is to enter multiple development channels rapidly, and the more likely duplicate authorization, conflicts of rights, and plagiarism complaints become. If project review considers only whether the work is available on a platform and whether the author has signed a declaration, potential problems will be difficult to identify.

A more practical difficulty is that disputes over originality often do not involve wholesale copying, but appear through combinations of structure, plot devices, character relationships, and specific expression. Reviewers cannot readily reach a conclusion by keyword searches alone. Accordingly, pre-project review should distinguish ordinary projects from high-risk projects: ordinary projects should undergo basic verification, while projects involving complaints, litigation, concentrated public controversy, or conflicts with prior development should enter a special review process.

(3) Inadequate Evidence Preservation Makes It Difficult to Reconstruct the Process After a Dispute Arises

In copyright disputes, the time when a work was created, changes among versions, the authorization path, dissemination data, and records of notice handling may all affect the determination of liability. The Provisions of the Supreme People's Court on Evidence in Civil Litigation Concerning Intellectual Property Rights contain specialized rules on the submission of evidence, obstruction of proof, and related issues in intellectual property litigation.^[32] However, in micro-short drama production, screenplays are often revised many times, source materials are dispersed among different teams, and commercial communications rely on instant messaging tools. Without unified archiving, it is difficult after a dispute arises to explain who added a particular passage, when it was added, and on what authorization it was used.

Evidence preservation should not be postponed until litigation. Authors' manuscripts, platform contracts, letters of authorization, schedules of prior authorizations, screenplay versions, proof of material sources, music licenses, final-cut versions, release times, paid traffic records, complaint notices, and handling results should all form part of the project archive. For micro-short dramas that must be produced quickly, such standardized archiving can instead reduce communication costs.

(4) Handling Mechanisms Across Platforms Remain Fragmented

The same pirated micro-short drama may repeatedly appear on multiple platforms. After one platform removes it, the infringer may switch accounts, alter the title, crop the image, and continue dissemination. The establishment of the Rights Protection Center by the Micro-Short Drama Working Committee of the Copyright Society of China is intended precisely to promote a more centralized and efficient industry-wide rights-protection mechanism.^[33] An industry initiative issued under the guidance of the National Copyright Administration also proposed establishing cross-platform fast-track channels, optimizing complaint mechanisms, and jointly constraining repeat infringers.^[34] The value of platform cooperation is not to replace case-specific review, but to reduce repetitive proof and repetitive complaints.

V. Recommendations for Improving Copyright Governance of Adaptations of Online Literature into Micro-Short Dramas

(1) Move Copyright Due Diligence Forward to the Project-Initiation Stage

Before a micro-short drama project is initiated, a concise but operable copyright due-diligence checklist should be prepared. First, verify the author's identity, the work's first publication, the contracting platform, and work-registration materials. Second, review the platform contract to confirm the types of rights acquired by the platform and its authority to sublicense. Third, determine whether the work has co-authors, was created under commission, adapts another person's work, or uses external materials. Fourth, investigate prior authorizations, complaints, litigation, and public disputes. Fifth, determine according to the level of risk whether textual comparison and legal assessment should be conducted.

Due diligence should not pursue the unrealistic goal of "zero risk," but should produce an explainable business judgment. Projects may be divided into three levels: projects with complete rights documentation and no obvious disputes may enter the ordinary process; projects for which supplementary materials can be provided or which present minor concerns may proceed after supplementation and additional guarantees; and projects involving major title conflicts, duplicate authorization, or specific infringement complaints that cannot yet be clarified should be suspended. This approach does not obstruct industry efficiency and also avoids blind investment in high-risk projects.

(2) Replace General "Full Copyright" Language with a "Schedule of Rights"

The contract should list each right item by item: whether the novel may be adapted into a live-action micro-short drama; whether motion comics, animation, and interactive dramas may be developed; whether promotional short videos may be edited; whether sublicensing is permitted; whether overseas dissemination and multilingual versions are included; whether sequels, side stories, and derivative content may be produced; whether AI tools may be used to produce posters, dubbing, or translations; and how existing works are to be handled after the authorization term expires. Each right should also specify its territory, term, and exclusive or non-exclusive nature.

Although this drafting method appears to lengthen the contract, it can in fact reduce subsequent disagreements. In particular, where the platform, producer, and distributor are separate entities, each level of contract should connect coherently with the next. Rights acquired downstream cannot exceed those held upstream, and sublicensing cannot exceed the limitations of the original contract.

(3) Improve Warranty Clauses on Defects in Rights and Clauses Allocating Losses

The contract should expressly require the licensor to represent and warrant that the licensor holds the relevant rights and has full legal authority to license them and that no known material dispute exists, and should require truthful disclosure of prior authorizations, joint creation, complaints, and litigation. In the event of a dispute, the parties should agree on duties of notice, evidentiary assistance, suspension of development, cessation of dissemination, refunds, liability for breach, and methods of recourse. For high-risk projects, payment by installments, retention of part of the price, or payment of the balance only after the dispute has been resolved may also be adopted.

It must be emphasized that a warranty against defects can only allocate losses between the contracting parties; it cannot be asserted against the true right holder. A producer cannot continue disseminating content that is clearly problematic merely because the contract provides that "the licensor shall bear all liability." Contractual governance and infringement governance should proceed simultaneously.

(4) Establish Evidence Archives Covering Creation, Production, and Dissemination

Micro-short drama projects should maintain unified electronic archives. Authors and platforms should retain manuscripts, revision records, and contracting documents; producers should retain the chain of authorization, screenplay versions, licenses for external materials, and delivery records; dissemination platforms should retain released versions, dissemination data, complaint notices, and handling processes. For key projects, evidence stability may be strengthened through trusted timestamps, digital evidence preservation, content fingerprints, and similar methods.

Research on copyright protection for original short videos has discussed a "blockchain + copyright platform" approach, emphasizing the use of rights confirmation, evidence preservation, and tracking to improve the efficiency of rights protection.^[35] Technology is not omnipotent. It cannot replace legal determinations of originality and infringement, but it can reduce disputes over basic facts such as "when the work was created," "whether the version was altered," and "where the infringing content was disseminated from."

China already has a more developed legal basis for electronic evidence than the brief reference above may suggest. Article 11 of the Supreme People's Court's 2018 Provisions on Several Issues Concerning the Trial of Cases by Internet Courts expressly recognizes electronic signatures, trusted timestamps, hash-value verification, blockchain, and

certified electronic-evidence platforms as techniques that may support a finding of authenticity. The 2021 Rules of Online Litigation of People's Courts further distinguish between proof that blockchain-stored data was not altered after being placed on-chain and proof that the data was authentic before it was placed on-chain. Judicial practice follows the same caution: in the Hangzhou Internet Court's early blockchain-evidence case, the court accepted the evidence after examining the reliability of automated collection, the preservation technology, technical verification, and corroborating material. For micro-short drama projects, these tools should therefore be framed as evidence-integrity mechanisms rather than automatic "rights-confirmation" mechanisms. They can help prove when a manuscript, screenplay version, authorization document, or online page existed and whether it was later altered, but they cannot by themselves establish originality, ownership, the legal scope of a license, or the truthfulness of information uploaded at the outset. A more realistic practice is to combine trusted timestamps or hashes with the underlying contracts, source files, revision logs, delivery records, and access histories.^[36]

(5) Develop Differentiated Platform Governance and Cross-Platform Cooperation

Platforms should make notice-and-takedown mechanisms faster and more transparent. After a right holder submits documentation of ownership, infringing links, and prima facie evidence, the platform should promptly forward the notice and, as appropriate, take necessary measures such as deletion, blocking, disconnection of links, restriction of recommendations, or suspension of revenue. After a user submits a counter-notice, the platform should also handle it in accordance with law and avoid freezing lawful content for a prolonged period solely on the basis of a unilateral complaint. The level of response should be increased for repeat-infringement accounts, bulk reposting, and conduct that circumvents technological measures.

Platforms may also establish standardized interfaces for cooperation. Where obvious piracy of the same work appears on multiple platforms, the right holder need not repeatedly submit exactly the same materials. For repeat infringers, the platforms may share necessary risk information, provided that legal and personal-information-protection requirements are met. An industry initiative issued under the guidance of the National Copyright Administration has already proposed cross-platform fast-track channels and coordinated sanctions.^[37] In the future, these principles must be translated into more concrete procedures.

(6) Coordinate Administrative Regulation, Industry Self-Regulation, and Judicial Remedies

Copyright governance must rely both on self-inspection by market participants and on stable expectations provided by regulators and the judiciary. The National Radio and Television Administration requires that providers of online micro-short drama services and all relevant stages be brought within regulatory management, that platforms fulfill their responsibility to review programs before release, and that dissemination of noncompliant content be stopped promptly upon discovery.^[38] A press conference of the State Council Information Office also stated that the National Copyright Administration would further regulate the copyright order of micro-short dramas and strengthen copyright protection in the online audiovisual field.^[39] Infringement involving serious circumstances, broad dissemination, and obvious profit-making should be subject to corresponding liability in accordance with law; disputes concerning contract interpretation and ordinary infringement may be resolved through mediation, litigation, and rapid industry handling mechanisms.

Administrative regulation should not replace determinations of civil rights, and industry self-regulation cannot replace judicial review. A more reasonable division of responsibilities is as follows: regulators should define bottom lines and promote special enforcement; industry organizations should improve authorization standards and rights-protection channels; platforms should implement notice handling and risk stratification; and judicial authorities should clarify standards of determination through representative cases.

Conclusion

The convergence of online literature and micro-short dramas has created new space for converting the value of works, while also exposing weaknesses in the copyright chain. Micro-short dramas have short production cycles and spread rapidly through platforms. Where title to, or the licensing authority over, an underlying novel is defective, the risk may be transmitted within a short time to the screenplay, finished production, distribution, and paid traffic acquisition. For producers, obtaining a letter of authorization is only the beginning, not the end; for platforms, deleting an infringing link is not the entirety of governance. The distinctiveness of the micro-short drama setting therefore lies not in the creation of a new category of exclusive copyright rights, but in the combination of compressed production, batch-scale output, multi-entity operation, and platform-driven monetization, which sharply shortens the interval between an upstream defect and downstream loss.

The industry needs to shift from "handling disputes after they arise" to "preventing them before project initiation," from general full-copyright transactions to verifiable schedules of rights, and from fragmented complaints to cross-platform cooperation. Copyright governance will not slow the production of high-quality content. On the contrary, the more stable the rights foundation, the more likely a work is to enter a longer development cycle and continue generating value through micro-short dramas, motion comics, overseas dissemination, and other derivative scenarios.

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