



Senate Legal and Constitutional Affairs Committee  
Inquiry on Provisions of Copyright Amendment Bill 2006

Submission of the International Intellectual Property Alliance (IIPA)

October 28, 2006

The International Intellectual Property Alliance (IIPA) appreciates the opportunity to make this submission to the Committee's inquiry on the Copyright Amendment Bill 2006 ("the Bill").

IIPA is a coalition of seven trade associations representing the U.S. copyright-based industries – including the business and entertainment software, audio-visual, sound recording, music publishing and book publishing industries – in bilateral and multilateral efforts to improve international protection of copyrighted works. (A list and summary description of our member associations appears at the end of this submission.) Both directly and through our member associations, IIPA has a long history of involvement in the development of copyright law and enforcement policy in Australia, including testimony before and submissions to committees of the Australian Parliament on these topics.

The primary focus of IIPA's comments will be on the compliance of the Bill with the applicable provisions of the Australia-US Free Trade Agreement ("AUSFTA"). We defer to copyright industry organizations within Australia to offer informed opinions on whether the amendments contained in the Bill would, if adopted, constitute sound policy that will advance the objective of promoting the creation and dissemination of works and other materials protected by copyright in Australia.

The first part of this submission addresses the provisions of Schedule 12 of the Bill, which revises the statutory scheme under the Copyright Act of 1968 regarding technological protection measures ("TPMs") that are increasingly used by copyright owners to facilitate the dissemination of their works in digital and networked formats. The second part of the submission addresses other provisions of the Bill that would create new exceptions to copyright protection under Australian law. Throughout the submission, we suggest changes that we believe are consistent with the policy thrust of the legislation, but that would bring it into closer conformity with the standards of the AUSFTA. IIPA would be glad to spell out these suggestions in further detail if that would assist the Committee in its inquiry.

## I. Technological Protection Measures

### 1. Access control TPM definitional issues (Schedule 12, Part 1, item 1)

IIPA welcomes the Bill's definition of access control technological protection measure as a significant improvement over what was in the Exposure Draft, and believes that with this change the definitional provisions of the Bill more closely conform to the requirements of the AUSFTA. However, we still do not agree with the proposition underlying the Bill's approach: that the language in the chapeau to Art. 17.4.7 of the AUSFTA constitutes a substantive limitation on the obligations of treaty parties regarding which technological protection measures must be accorded legal protections.<sup>1</sup> Specifically with respect to access controls, beyond the requirement that the material to which access is controlled be protected by copyright, the treaty obligation is comprehensive, since it extends to "any technology, device or component that, in the normal course of its operation, controls access to a protected work, performance, phonogram or other protected subject matter." AUSFTA Art. 17.4.7.b (emphasis added). Thus, from the perspective of AUSFTA compliance, we do not agree with the statement in item 12.7 of the Explanatory Memorandum (EM) that "the fact that a measure is applied to a work or other subject matter in which copyright subsists would not be sufficient, in and of itself," to bring it within the definition.

We appreciate that, by covering all access controls which are "used in Australia or a qualifying country .... in connection with the exercise of the copyright," the coverage of the Bill certainly approaches that required by the AUSFTA. In particular, we read the statement in the EM, item 12.3, that "a measure applied to copyright material in a qualifying country would come within the scope of the scheme" as an acknowledgment that the "exercise of the copyright" that provides the needed "link" (EM at 12.6) may also occur outside Australia. It would be useful to make this point explicit in the EM.

### 2. Carve-out for regional coding (Schedule 12, Part 1, item 1)

IIPA applauds the decision to address this issue in the text of the legislation itself, rather than in a statutory note. We also commend the narrowing of this carve-out so that it applies only to control of geographic market segmentation in the manner stated in the Bill, rather than more broadly, as in the Statutory Note accompanying the Exposure Draft. However, we are constrained to note that there is no basis in the FTA for excluding from protection any access control TPM that is used in connection with the exercise of copyright, simply because (or "to the

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<sup>1</sup> For a more through explanation of IIPA's position on this issue see IIPA's September 21st, 2006 submission to the Copyright Law Branch of the Attorney General's Department on the Exposure Draft of the Copyright Amendment (Technological Protection Measures) Bill 2006.

extent that”) it operates to control geographic market segmentation.<sup>2</sup> While we fully appreciate the political imperatives that underlie this provision, we still think that they could have been largely satisfied through the recognition of appropriate exceptions in a manner consistent with the FTA.

We also find the discussion in item 12.12 of the EM helpful in clarifying the scope of the carve-out. However, the distinction made there between “initial acquisition” and “playback” may not fully resolve uncertainties that could arise, depending upon the specific technical mechanisms used by copyright owners in the authorized distribution of their works. For example, if a computer user in Australia seeks to download a film or computer program from an offshore server, we understand from item 12.12 that a geo-location or geo-filtration tool that prevents the download because the user’s Internet Protocol address has been associated with an Australian physical location would not fall within the carve-out. Thus, the tool would be protected as an access control TPM. However, if the geo-location or geo-filtration tool is so designed that it does permit the download but then prevents playback (or delays it until, e.g., the authorized release date of the work in Australia), the outcome is less certain, and may turn on the answer to the knotty question whether acquisition took place in Australia or outside it. A clearer line should be drawn by stating that the application of geo-location or geo-filtration tools to copies of films or programs that are not embodied in a tangible article such as a CD or DVD fall outside the scope of the carve-out.

Finally, we note with some alarm the statement in the EM 12.10 that “”Region Playback control (RPC) ... is part of the DVD Content Scrambling System (CSS) used by DVD manufacturers.” This statement is not correct: RPC is distinct from CSS. At a minimum the statement may be misinterpreted, and should be deleted or corrected.<sup>3</sup>

This issue was explored in some detail by the U.S. Copyright Office in its 2003 rulemaking proceeding under the Digital Millennium Copyright Act. The record it compiled clearly demonstrates that the CSS and RPC access controls are conceptually distinct and often separate as a practical matter. For example, at a hearing held on May 2, 2003, counsel to the DVD CCA (the entity that licenses CSS encryption and decryption technology) testified as follows as to the relationship between CSS and RPC:

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<sup>2</sup> Nor is it entirely clear what it means for an access control TPM to be excluded from coverage not simply because it controls geographic market segmentation, but only “to the extent that” it does so. We take it this means that if a TPM has multiple functions, including a geographic market segmentation function that falls within the carve-out, it is only circumvention of that specific function that is not actionable, and that the same analysis would apply to tools or services that circumvent the various functions of the TPM.

<sup>3</sup> An accurate revision of the sentence could read: "An example of a region coding measure is Regional Playback Control (RPC), implemented by DVD manufacturers under the Content Scrambling System (CSS) License, although distinct from CSS itself."

The way the system works is that CSS encrypts the work. Once you have a licensed decryption of the work, the player or the software on the computer then looks for certain pieces of information that are lodged in particular bit settings in the decrypted content. One of these settings is the region code setting. It is not part of the encryption. It is a setting that is in the underlying work or the information accompanying the underlying work. The requirement to look for that setting and the requirement then to respond to the setting is a license requirement for CSS but it is not part of the encryption that is CSS.... So if you have an XYZ playback system, that playback system may use something that is unique to it to both look for the code and also prevent somebody from defeating the region code playback. That's going to be different from the ABC Company's system or from the MNO Company's system.

Testimony of Bruce Turnbull at 74-5 (May 2, 2003 U.S. Section 1201 Rulemaking Proceeding), available at <http://www.copyright.gov/1201/2003/hearings/transcript-may2.pdf>.

3. Carve-out for anti-competitive uses of TPMs (Schedule 12, Part 1, items 1 and 5)

Like the previous carve-out, it is not possible to find in the AUSFTA explicit authorization for the second carve-out from the definition of access control TPMs.<sup>4</sup> IIPA's more immediate concern, however, is that the scope of the carve-out is unclear, and that the text of the Bill could be read to suggest a much broader scope than the explanation in the EM would support. We urge that this provision be carefully scrutinized and re-calibrated to reduce the risk that it will be applied broadly to allow trafficking in circumvention devices and services that its drafters actually intended to prohibit.

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<sup>4</sup> We note that this carve-out applies also to the definition of technological protection measure in item 5. This appears redundant, since access controls falling within the carve-out are already excluded from the definition of "access control technological protection measure," which is limb (a) of the definition of technological protection measure. We observe that excluding such measures from limb (b) of the definition is much more restrictive than the interpretation that any U.S. court has given to the corresponding provisions of US law, including those U.S. Court decisions cited in EM 12.14 as having a "similar effect" to the carve-out provision. See *Chamberlain Group, Inc. v. Skylink Tech., Inc.*, 381 F.3d 1178, 1194 (Fed. Cir. 2004) ("Because all defendants who traffic in devices that circumvent rights controls necessarily facilitate infringement, they may be subject to liability under section 1201(b).")

By its terms, this carve-out denies legal protection to an access control TPM that (1) protects a computer program embodied in a machine or device and (2) restricts the use of goods (other than the work) or services in relation to the machine or device. This may well cover the specific situations described in 12.13 and 12.14 of the EM – the printer cartridge, garage door opener, or computer system maintenance scenarios – and also may overlap with the stated goal articulated in 12.13 of the EM of “excluding measures which restrict the supply of spare parts by third parties or the provision of repair or maintenance services by third parties in relation to the machine or device.” It could also describe a situation as indicated in 12.15 of the EM in which the computer program is not the principal object of commercial exploitation of the machine or device, and the measure restricts the use of that computer program. The problem is that the statutory words also may describe some situations in which it is not clear that any of the features listed in the EM apply. The proposed statutory language thus could be read to exceed, by a considerable extent, the intended scope of the carve-out, to the extent that intent can be gleaned from the EM. This is especially true when an access control technological protection measure also consists of, or includes, a computer program.

Consider a device used for downloading and playing music and sound recordings. Embodied in the device is a digital rights management (DRM) system which controls the number of times a recording can be played on the device, or perhaps the ability to transfer the recording to another device. This DRM system consists of, or is implemented wholly or partially by, a computer program. To prevent tampering with the DRM (i.e., changing it so that it allows unlimited playing of the recording or unlimited transfer to other devices), the program itself is encrypted, i.e., an access control TPM is employed to protect it. Is that access control TPM protected or is it carved out? Would it be illegal to circumvent it or to traffic in tools for that purpose?

Clearly this is not the scenario addressed in any of the specific situations described in the EM. It does not involve printer cartridges, garage door openers, computer system maintenance services, spare parts, or repair services. It is not clear whether the computer program (DRM) is “the principal object of the commercial exploitation” of the device. Yet the words of the Bill could be read to encompass this scenario. The work to which access is controlled is a computer program. The computer program is embodied in a device. By preventing tampering with the DRM, the encryption of the program does, at least indirectly, “restrict the use of goods or services in relation to the device” – e.g., it makes unlimited play of recordings on the device difficult or impossible.

IIPA does not believe that the intent of the drafters of the Bill was to carve out the encryption of the DRM program from coverage. In particular, we think it is unlikely that they intended that someone who makes it his business to distribute to the public tools for decrypting the DRM program should evade liability. We recognize, of course, that there are ways to read this provision to avoid this result. We remain concerned, however, that neither the text of the Bill nor the various formulations in the EM exclude this reading.

There are several ways in which the language of the Bill (and the EM) could be tightened to avoid this problem and to hew more closely to what we believe to be the true intent of this provision. Perhaps the simplest and clearest way would be to bring the relevant wording of EM 12.13, which we have quoted above, into the Bill, thus limiting the scope of the statutory provision to those specific scenarios at which the EM states it is aimed. Another approach would be to apply the carve-out only when the computer program protected by an access control TPM does not itself constitute or implement a technological protection measure. A third option would be to expand the EM to explain that the carve-out does not apply to the scenario described above.

4. Encryption research exception (Schedule 12, Part 1, item 9)

In the Exposure Draft, encryption research could be raised as a defense to a violation of the prohibition on circumvention of access control TPMs only if (among other things) the circumventor had made a good faith effort to obtain permission from the right holder to circumvent. Under section 116AN(4)(d)(ii) of the Bill, it is enough if the circumventor (or his employer) “has made, or will make, a good faith effort to obtain such permission.” This suggests that one may circumvent first and seek permission later. The applicable FTA provision (Art. 17.4.7.e.ii), which is referenced in the EM, does not support such an approach; it applies only to one who “has made a good faith effort to obtain authorisation.” Nor does the EM match up with the Bill language. See EM 12.51 (“Paragraph 116AN(4)(d) covers situations where a person has obtained permission, where they have made reasonable efforts to obtain permission but have received no response from the copyright owner or where the copyright owner is unable to be located (e.g., in the case of orphan works).”). IIPA urges that the phrase “or will make” be deleted so that the exceptions conform with the FTA requirements on this point.<sup>5</sup>

5. Interoperability Exception (Schedule 12, Part 1, item 9)

In section 116AK(3) of the Exposure Draft, circumvention for the purpose of achieving interoperability was only excepted from liability when done “for the sole purpose of obtaining information necessary to achieve interoperability of an independently created computer program with the original program” when “the information is not readily available to the person from another source...” However, the Bill deleted the phrase “obtaining information necessary to” from the provision in section 116AN(3)(b)(iii). This deletion was apparently unintentional given that subsection (c) of section 116AN(3) in the legislation still limits the exception’s applicability to circumstances in which “the information will not be readily available to the person from another source when the act is done.” Without the corresponding reference to “information” in subsection (b)(iii), the reference to “information” in subsection (c) is confusing at best. In order

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<sup>5</sup> The same concern applies to the encryption research exception to other prohibitions in the Bill. See sections 116AO(4) and 116AP(4), and 132APC(4), 132APD(4), and 132APE(4).

to restore the coherence of the exception, the Bill's language should be returned to the prior drafting of subsection (b)(iii).<sup>6</sup>

6. Quadrennial review (Schedule 12, Part 1, item 15)

EM item 12.207 states: "Subsection 249(5) implements the AUSFTA requirement that a review is held at least once every four years." But the legislation does not provide for automatic quadrennial review of exceptions, although this appears to be what the FTA contemplates. Instead, an exception, once recognized, can only be varied or revoked in response to a submission.

IIPA commends the drafters for adding provisions (Sec. 249(6)-(9)) to accommodate modification or revocation of an exception recognized pursuant to AUSFTA Art. 17.4.7.e.viii. However, these provisions seem flawed in two respects.

First, in an apparent effort to incorporate the concept of quadrennial review without making exceptions automatically expire, the drafters provided in section 249(9) that a submission seeking a variation or revocation of an exception must be acted upon within 4 years of its receipt. This could create serious problems of FTA compliance. Consider an exception recognized in 2007. Assume that after two years' experience with it, right holders come to believe that it impairs the adequacy and effectiveness of the legal regime on TPMs, and thus to violate Art. 17.4.7.f of the FTA. A submission to revoke it is promptly filed in 2009. But under section 249(9), there would be no obligation to act upon the submission until 2013. We do not think that the four-year proviso of Art. 17.4.7.e.viii can reasonably be read to allow Australia to sit idly by for four years after a violation of its FTA obligations has been pointed out to it before it takes action to bring itself back into compliance. We urge consideration of a more reasonable time limit for action on a submission to vary or revoke an exception. A simpler approach would be to provide for an automatic quadrennial review of all exceptions, a solution which we believe best fits the FTA text.

Second, subsection 249(8) would require for a revocation not only a showing that that "actual or likely adverse impact [on non-infringing use]..... can no longer be credibly demonstrated," but also that failure to revoke the exception would impair the adequacy and effectiveness of the TPMs scheme. The FTA prohibits recognition of an exception in either of these circumstances, so the "and" between 249(8)(b) and (c) should be changed to "or." Furthermore, the burden of establishing the contrary should always rest upon the proponent of an exception.

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<sup>6</sup> A similar correction needs to be made to the interoperability exceptions for devices and services in 116AO(3) and 116AP(3), and in sections 132APC(3), 132APD(3), and 132APE(3).

## II. Exceptions to Copyright Protection

IIPA also wishes to express concerns about two provisions of other Schedules of the Bill, dealing with exceptions to copyright protection.

### 7. Section 200AB (Schedule 6, Part 3, item 10)

This provision would create new exceptions to protection for any use of any copyright works if the use fell within any one of four categories, and if the use satisfied the “three-step test” for exceptions and limitations on copyright found in Article 13 of the TRIPS Agreement.

We note at the outset that while three of the four categories of uses to which the new exception would apply are rather clearly expressed, in terms which, to a great extent, are themselves the subject of statutory definitions, the fourth category – “use for the purpose of parody or satire,” sec. 200AB(5) – is fundamentally different. Neither of these terms is defined, and there is reason to question whether parody and satire should be lumped together and treated identically as this provision would do.

While we are unaware of how the Australian courts have interpreted these words in the context of copyright, U.S. courts have considered a number of cases involving whether parodies and satires qualify as fair uses under U.S. law. See, e.g., *Campbell v. Acuff Rose Music, Inc.*, 510 U.S. 569 (1994); *Dr. Seuss Enters v. Penguin Books USA, Inc.*, 109 F.3d 1394 (9th Cir. 1997). These cases recognize a distinction between the two terms which often impacts whether a use is lawful. The U.S. Supreme Court has explained that a parody of a copyrighted work transforms and comments on the copyrighted work itself, whereas a satire uses a copyrighted work to draw attention to a more general comment on society. *Campbell*, 510 U.S. at 580-81 (“Parody needs to mimic an original to make its point, and so has some claim to use the creation of its victim's (or collective victims') imagination, whereas satire can stand on its own two feet and so requires justification for the very act of borrowing”). Because a parody “needs to mimic an original to make its point,” it is more likely to be a fair use. However, a satire need not copy to critique society, and thus satirical copying is unlikely to be fair. *Id.*

Although IIPA recognizes that section 200AB(5) will be analyzed within the context of the three-step test rather than the U.S. fair use doctrine, it would be helpful if the statute included definitions of “parody” and “satire” along the lines discussed above, and if the statute or the explanatory memorandum indicated that a satire is more likely than a parody to conflict with a normal exploitation of a copyrighted work or other subject-matter and to unreasonably prejudice the legitimate interests of a rights holder.

A more general and overarching concern is that Section 200AB could inject a much higher level of uncertainty into Australian copyright law. To our knowledge, none of the critical operative terms such as “special case,” “unreasonably prejudice,” “legitimate interests” of the right holder, or “normal exploitation of the work,” has ever been explicated in the copyright



context by the Australian courts. Section 200AB(7) states that these phrases mean the same thing as their counterparts in TRIPS Art. 13. This is helpful to the extent that it means that authoritative interpretations of the TRIPS provisions – such as those made by WTO dispute resolution panels – may be relied upon as glosses on these terms.<sup>7</sup> It would probably provide useful guidance to the courts if the applicability of WTO precedents were explicitly stated rather than merely implied.<sup>8</sup>

Nonetheless, if these provisions were enacted into law, they would stand out, by contrast to nearly all the other exceptions recognized under Australian law, as providing very little practical guidance to copyright owners or users as to what is or is not permitted. Such uncertainty could undermine existing (and perhaps long-standing) arrangements for licensing uses of copyright works in the sectors (e.g., educational institutions, libraries, disability organizations) most directly impacted. It is also unlikely to be conducive to the goals of the copyright law, from the perspective either of right holders or of users of copyright materials (categories that are far from mutually exclusive).

IIPA urges the Government to consider ways to provide more useful guidance, such as by incorporating in the statute or EM some examples of uses that do or do not satisfy the three-step test. At the same time, the codification of the three-step test with regard to these new exceptions could give rise to the misleading impression that the test is not relevant with respect to other exceptions created by the Bill, or those already on the books. Since, of course, under Australia's WTO and Berne Convention obligations, as well as under the AUSFTA (see Art. 17.4.10.a), none of the exceptions in its law may exceed the bounds of the three-step test, this impression should be dispelled, perhaps by an explicit statement to the contrary in the statute or the EM.

8. “Active caching for educational purposes” (Schedule 8, Part 5, item 10)

New section 200AAA provides an excellent example of the reason why the applicability of the WTO/Berne three-step test to statutory exceptions should be underscored. This new exception to protection appears to allow educational institutions to make an unlimited number of copies of any copyright work available, on a secure server, to all its staff and students, throughout the duration of a course of educational instruction to which the work is relevant in some way. It draws no distinction between a work that is the subject matter of a course; a work that could be useful for students to consult as they do research relevant to a course; or a work

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<sup>7</sup> See, e.g., WTO Panel Report on Section 110(5) of the U.S. Copyright Act, WT/DS 160/R (June 15, 2000).

<sup>8</sup> In 6.54 the EM describes the three-step test in language that closely tracks the WTO panel decision on section 110(5) of the U.S. Copyright Act (cited in the preceding footnote). This would be a good place to insert a reference to the applicability of WTO dispute resolution panel precedents.

(such as a computer program application) that provides a functionality that is in some way convenient for students or staff to use during a course. Perhaps the most troubling feature of Section 200AAA is that it appears irrelevant whether a voluntary license – or for that matter a statutory license – is already available, or even already in force, under which the educational institution would be able to make the use but would have to pay for it.

Leaving aside the question of whether such a broadly sweeping provision qualifies as a “special case,” there is certainly a strong argument to be made that in its current form, Section 200AAA threatens to conflict with the normal exploitation of works which are already available to educational institutions under licenses that could cover the use labeled as “active caching.” Indeed, one wonders why an educational institution would ever enter into such a license in the future if Section 200AAA were enacted. IIPA urges that this provision be re-examined and that it be more precisely focused on the specific kinds or categories of works where voluntary or statutory licensing arrangements are unavailable.

IIPA appreciates the Committee’s consideration of its views. If we can provide further detail, or otherwise assist the Committee’s inquiry in any way, please do not hesitate to contact us.

Respectfully submitted,



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### **IIPA Member Associations:**

#### **Association of American Publishers (AAP)**

AAP is the principal trade association of the American book and journal publishing industry and has approximately 310 members. AAP members publish hardcover and paperback books in every field, including general fiction and non-fiction, textbooks, reference works, religious books, scientific, medical, technical, professional and scholarly books and journals, poetry and children's literature. AAP members also produce audio and videotapes, computer software, loose leaf materials, electronic products and services (including on-line databases), CD-ROMs, and a range of educational materials, including classroom instructional and testing materials. AAP's primary functions are to promote the status of publishing around the world, to assist in protecting its members' copyrights at home and abroad, and to defend intellectual

freedom at home and the freedom of written expression worldwide. For more information, please visit [www.publishers.org](http://www.publishers.org).

### **Business Software Alliance (BSA)**

The Business Software Alliance is the foremost organization dedicated to promoting a safe and legal digital world. BSA is the voice of the world's commercial software industry and its hardware partners before governments and in the international marketplace. Its members represent one of the fastest growing industries in the world. BSA programs foster technology innovation through education and policy initiatives that promote copyright protection, cyber security, trade and e-commerce. BSA members include Adobe, Apple, Autodesk, Avid, Bentley Systems, Borland, Cisco Systems, CNC Software/Mastercam, Dell, Entrust, HP, IBM, Intel, Internet Security Systems, Intuit, Macromedia, McAfee, Microsoft, RSA Security, SAP America, SolidWorks, Sybase, Symantec, UGS and VERITAS Software. For more information, please visit [www.bsa.org](http://www.bsa.org).

### **Entertainment Software Association (ESA)**

The ESA is the U.S. association dedicated to serving the business and public affairs needs of the companies publishing interactive games for video game consoles, handheld devices, personal computers, and the Internet. ESA members collectively account for more than 90 percent of the \$7.3 billion in entertainment software sales in the U.S. in 2004, and billions more in export sales of American-made entertainment software. The ESA offers services to interactive entertainment software publishers including a global anti-piracy program, owning the Electronic Entertainment Expo trade show, business and consumer research, government relations and First Amendment and intellectual property protection efforts. For more information, please visit [www.theesa.com](http://www.theesa.com).

### **Independent Film & Television Alliance (IFTA)**

The Independent Film & Television Alliance (formerly AFMA) is the global trade association of the independent motion picture and television programming industry. Headquartered in Los Angeles, the organization represents and provides significant entertainment industry services to more than 170 member companies from 17 countries, consisting of independent production and distribution companies, sales agents, television companies, studio-affiliated companies, and financial institutions engaged in film finance. Forty percent of the Independent Film & Television Alliance's membership and thirty percent of the association's board of directors are from outside the U.S. Collectively, the Independent Film & Television Alliance's members produce more than 400 independent films and countless hours of television programming each year and generate more than \$4 billion in distribution revenues annually. For more information, please visit [www.ifta-online.org](http://www.ifta-online.org).

### **Motion Picture Association of America (MPAA)**

The Motion Picture Association of America, along with its international counterpart the Motion Picture Association (MPA), serves as the voice and advocate of seven of the largest producers and distributors of filmed entertainment. Founded in 1922 as the trade association for the American film industry, the MPAA/MPA has broadened its mandate over the years to represent a diverse and expanding motion picture industry. Today, the association represents not only the world of theatrical film, but also major producers and distributors of entertainment programming for television, cable, satellite, home video, Internet and looking into the future, for delivery systems not yet imagined. Among its principal missions, the MPAA/MPA directs an anti-piracy program to protect U.S. films from infringement throughout the world. The MPAA/MPA also works to eliminate unfair trade barriers and increase competition in the international marketplace. For more information, please visit [www.mpaa.org](http://www.mpaa.org).

### **National Music Publishers' Association (NMPA)**

Founded in 1917, NMPA is the leading U.S. trade association in its field, representing almost 600 American music publishers, who in turn administer the catalogs of over 27,000 publishers. NMPA's mandate is to protect and advance the interests of music publishers and their songwriter partners in matters relating to the domestic and global protection of copyrights. Please visit [www.nmpa.org](http://www.nmpa.org).

### **Recording Industry Association of America (RIAA)**

RIAA is a trade association, founded in 1952, which represents several hundred companies that create, manufacture and/or distribute approximately 90 percent of all legitimate sound recordings in the U.S. The U.S. recording industry employs hundreds of thousands of workers at a variety of levels and produces a foreign trade surplus. RIAA maintains a legal and investigative staff to fight against all forms of music piracy and is associated with local recording industry groups around the world to extend this fight. One of its principal missions is to ensure that copyright legislation remains adequate in light of a rapidly changing technological environment, and that appropriate conditions exist to foster creativity in music through increased investment, production, and distribution. For more information, please visit [www.riaa.com](http://www.riaa.com).